# Received by NSD/FARA Registration Unit 02/25/2019 6:00:20 PM OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

### Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <a href="https://www.fara.gov">https://www.fara.gov</a>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <a href="https://www.fara.gov">https://www.fara.gov</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="https://www.fara.gov">https://www.fara.gov</a>.

Public Reporting Burden. Públic reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Name and Address of Registrant     Iraq Advisory Group FZE     PO Box 31303, Emirates Towers     Dubai, UAE		2. Registration No. 6641
Name of Foreign Principal     Salahaddin Provincial Council	Principal Address of Foreign Principal     Salahaddin Provincial Council Buildin     City of Tikrit,     Salahaddin, Iraq	
5. Indicate whether your foreign principal is one of the follow	wing:	
Government of a foreign country 1		•
<ul> <li>☐ Foreign political party</li> <li>☐ Foreign or domestic organization: If either, check</li> </ul>	and of the followings	
Partnership	Committee	
Corporation [	☐ Voluntary group	
Association [	Other (specify)	
☐ Individual-State nationality		
6. If the foreign principal is a foreign government, state:  a) Branch or agency represented by the registrant		
Salahaddin Provincial Council (Salahaddin Prov	ince, Republic of Iraq)	
b) Name and title of official with whom registrant of	leals	•
Ahmed Abduljabbar Ali Al Kareem, Chairman o	f the Salahaddin Provincial Council	
7. If the foreign principal is a foreign political party, state: a) Principal address		
b) Name and title of official with whom registrant of	deals	
c) Principal aim		

<sup>1 &</sup>quot;Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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8. If the foreign pri	ncipal is not a foreign government or a foreign political party:		
	ne nature of the business or activity of this foreign principal.	•	
,			
-			
		·	
	foreign principal:		
	by a foreign government, foreign political party, or other fore		s □ No □
-	a foreign government, foreign political party, or other foreign	· •	s 🗌 No 🗔
Directed by	y a foreign government, foreign political party, or other foreign	ı principal Ye	s 🗌 No 🗌
Controlled	by a foreign government, foreign political party, or other foreign	gn principal Ye	s 🗌 No 🔲
Financed b	y a foreign government, foreign political party, or other foreig	n principal Ye	s 🗆 No 🗀
Subsidized	in part by a foreign government, foreign political party, or oth	er foreign principal Ye	s 🗌 No 🗌
9. Explain fully all	items answered "Yes" in Item 8(b). (If additional space is nee	ded, a full insert page must be used.)	
	•		
	•		
•	•		
10. If the foreign pr	incipal is an organization and is not owned or controlled by a	foreign government, foreign political	party or other
foreign principa	al, state who owns and controls it.		
			•
	•		
<del></del>			
	EXECUTION	•	
In accordance ŵ	ith 28 U.S.C. § 1746, the undersigned swears or affirms under	nenalty of perium, that he/cha has rea	d the
information set	forth in this Exhibit A to the registration statement and that he/	she is familiar with the contents there	o the of and that sucl
contents are in the	heir entirety true and accurate to the best of his/her knowledge	and belief.	
	*		•
25.45.	To the state of th		
Date of Exhibit A	Name and Title	Signature	
	Norman M. Ricklefs, Director		
		·	

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U.S. Department of Justice

Washington, DC 20530

### Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <a href="https://www.fara.gov">https://www.fara.gov</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="https://www.fara.gov">https://www.fara.gov</a>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant		2. Registration No.	6641
Irac	q Advisory Group FZE		
3. N	ame of Foreign Principal	<u> </u>	
Sal	lahaddin Provincial Council		•
	Check A	Appropriate Box:	
4. 🗷	The agreement between the registrant and the above-na checked, attach a copy of the contract to this exhibit.	med foreign principal is a formal	written contract. If this box is
5. 🗆	There is no formal written contract between the registra foreign principal has resulted from an exchange of corr correspondence, including a copy of any initial proposa	espondence. If this box is checked	i, attach a copy of all pertinent
6. 🗖	The agreement or understanding between the registrant contract nor an exchange of correspondence between the terms and conditions of the oral agreement or under	e parties. If this box is checked, g	ive a complete description below of
7. De	escribe fully the nature and method of performance of the	above indicated agreement or und	lerstanding.

The registrant will support the foreign principal to advance public policy aims in the United States with respect to Salahaddin province, Iraq. For the performance of these services, the foreign principal will pay the registrant a fixed monthly retainer of \$15,000, plus expenses.

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8.	Describe fully the a	ictivities the registrant engages	in or proposes to eng	age in on behalf of the above	foreign principal.		
	The registrant will support the foreign principal to advance public policy aims in the United States with respect to Salahaddin province, Iraq.						
	•	·			•		
					•		
			·				
•							
•							
				•			
9.	Will the activities of the footnote below	n behalf of the above foreign pro? Yes ■ No □	rincipal include polit	ical activities as defined in Se	ection 1(o) of the Act and in		
		such political activities indicating to be employed to achieve		gs, the relations, interests or p	oficies to be influenced		
	The registrant's ac Members of Congr policy matters.	tivities may include communic less and congressional staff, an	ations on behalf of ad other individuals	the foreign principal with Exe and organizations involved i	ecutive Branch officials, n governmental or public		
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	EXECUTION						
In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.							
Da	te of Exhibit B	Name and Title	<u>.                                    </u>	Signature	Marie		
	•	Norman M. Ricklefs, Director					
Foot	tnote: "Political activity," a	s defined in Section 1(o) of the Act, mean	s any activity which the ne	Son engaging in believes will or that the	e person intends to in any way influence		

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States of any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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## STRICTLY PRIVATE AND CONFIDENTIAL

#### **CONSULTANCY AGREEMENT**

- 1. This Agreement is entered into effective as of this 4<sup>th</sup> Day of February 2019 ("Effective Date") by and between (the "Parties"):
- 1.1. Iraq Advisory Group FZE, a company organized and existing under the laws of Ras Al Khaimah United Arab Emirates, whose registered office is Office 126, Business Centre 6, RAK Free Trade Zone, Ras Al Khaimah, United Arab Emirates (hereinafter "IAG") and;
- 1.2. Mr. Ahmed Abduljabbar Ali Al Kareem, Chairman of Salahaddin Provincial Council, Salahaddin, Republic of Iraq (hereinafter "the Client").

#### IAG AND THE CLIENT AGREE AS FOLLOWS:

- 2. Appointment
- 2.1. IAG shall support the Client to advance public policy aims, especially in relation to Salahaddin province, Iraq.
- 2.2. This engagement shall be for a period of twelve (12) months (from 6 February, 2019 through 6 February, 2020). For the execution of the above scope of work, the Client will pay a fixed monthly retainer of USD\$15,000.00 per month, plus expenses. These expenses will likely consist of legal, travel and hotel expenses, transportation, and other expenses as identified and agreed between IAG and the Client.
- 3. Term and Termination
- 3.1. Either party to this Agreement may terminate this Agreement:
- 3.2.1. at any point in time by serving not less than thirty (30) days prior written notice upon the other party hereto, or:
- 3.2.2. immediately upon written notice to the other in the event of the material violation of this Agreement by that other party hereto, or should the other party hereto engage in conduct which has injured or which might reasonably be expected to injure the business or reputation of the party terminating.

#### 4. Disputes

4.1. If the Parties are for any reason are unable to resolve a dispute between them, the Parties agree to settle the Dispute by arbitration in accordance with the provisions set forth under the Arbitration Rules of the Dubai International Financial Centre (DIFC – LCIA) (the "Rules"), by three (3) arbitrators appointed in compliance with the Rules. The place of arbitration shall be Dubai, UAE, the venue shall be the premises of the DIFC - LCIA Arbitration Centre, and the language to be used in the arbitral proceedings shall be English. This arbitration decision and award shall be final and binding on both parties.

IAG Name: Therese Tayah

Client Name: Ahmed Abduljabbar Ali Al Kareemi

Title: CEO Iraq Advisory Group

Title: Chairman Salahaddin Provincial Council

Signature: Themany U

Signature:

Date:

8 Feb 2019

Date:

8-2-2019

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