

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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. 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: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 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, FARA 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 waltham PLLC	2. Registration Number 6771
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3. Name of Foreign Principal  
Embassy of the State of Qatar, Washington, DC

Check Appropriate Box:

- 4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
- 7. What is the date of the contract or agreement with the foreign principal? 09/18/2024
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide legal services to the Foreign Principal in respect of the matters specified in the agreement.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant provides legal services to the Foreign Principal.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Registrant's activities support the Foreign Principal's diplomatic mission in the United States.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes  No

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No 

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No 

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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<sup>1</sup> "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 or 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.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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.

Date	Printed Name	Signature
09/23/2024	Dean M. Dilley	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Dean M. Dilley
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 669" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 709 959 749" type="text" value="Sign"/> _____

**EXECUTION**

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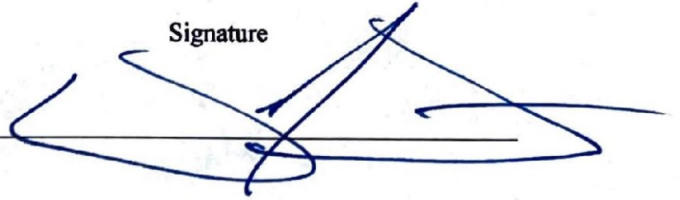
Date

Printed Name

Signature

23 SEPT. 2024

DEAN M. DILLEY



سفارة دولة قطر في واشنطن، دي.سي  
Embassy of The State of Qatar in Washington, DC



## LEGAL SERVICES AGREEMENT

**THIS AGREEMENT** is effective September 1, 2024 (the "Effective Date").

### PREAMBLE

The Parties to this Agreement are:

**Embassy of the State of Qatar ("First Party")**

Attn: Deputy Chief of Mission

2555 M Street, NW

Washington, DC 20037

Telephone: 202 274 1600

Email: [finance.dc@mofa.gov.qa](mailto:finance.dc@mofa.gov.qa)

And

**Waltham PLLC ("Second Party")**

Attn: Dean M. Dilley (Principal)

1701 Pennsylvania Avenue, NW

Suite 200

Washington, DC 20006

Telephone: 202 669 6845

Email: [ddilley@walthamdc.com](mailto:ddilley@walthamdc.com)

The Principal of the Second Party confirms that he is a member of the Bar of the District of Columbia, licensed to practice law in that jurisdiction, and has served as legal counsel to the First Party since 1994. The Second Party has the requisite expertise, experience and resources to provide the legal services required by

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Embassy of The State of Qatar In Washington, DC



First Party and shall provide such services with all due diligence in accordance with this Agreement and the applicable law.

This Preamble is an integral part of this Agreement.

Based on the aforementioned in the Preamble, the First Party and the Second Party agree to the following terms and conditions.

#### **TERMS AND CONDITIONS**

1. **Scope of Services:** Second Party is hereby engaged as the First Party's legal adviser in relation to the official activities of the State of Qatar's diplomatic mission in Washington, DC. The Services shall include legal advice concerning:
  - a. Embassy operations,
  - b. Diplomatic and other Embassy communications,
  - c. Embassy contracts with providers of goods and services,
  - d. Embassy agreements for public diplomacy and cultural initiatives,
  - e. Bilateral agreements between Qatar and the United States, and international agreements that affect Qatar's diplomatic mission.

The Scope of Services shall not include extraordinary matters, such as litigation, arbitration, real estate transactions, charitable or disaster relief projects, or similar large-scale projects that cannot reasonably be anticipated in the agreed fixed compensation terms set forth in this Agreement. First Party and Second Party agree that such projects shall be handled case-by-case under separate agreements.

For the avoidance of doubt, the Scope of Services shall not include lobbying work.

2. **Confidentiality:**
  - a. Second Party shall indefinitely preserve the confidentiality of the information related to the Scope of Services, known in relation to the execution of this Agreement, to the extent that such information is unknown to the public. Such commitment survives to the end or termination of this Agreement. The Second Party is legally liable to the First Party upon divulgence of any information relating thereto, except as authorized by First Party or as required by law. The First Party may seek damages due to the harm caused by improper or unauthorized divulgence of information. The foregoing confidentiality obligations shall be

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دولة قطر  
State of Qatar



interpreted according to the Rules of Professional Conduct that govern members of the Washington, DC Bar and the preservation of client confidential information.

- b. The Second Party shall preserve the important files and documents provided by the First Party for no less than 10 years in a safe and secure manner and shall destroy the files and documents upon the expiration of such time period in a safe and secure manner, except as directed by First Party or as required by law.
- c. Notwithstanding the foregoing, the Parties acknowledge that Second Party may be required by law to register under the Foreign Agents Registration Act, and if so required, to file such reports and maintain such records as the Act requires.

3. **Payment:**

- a. The fees for this engagement shall be as follows: A fixed fee of US\$ 55,000 per calendar month, plus expenses incurred for travel, communications, and other necessary costs incurred in providing legal services to First Party.
- b. Fees and expenses will be invoiced monthly, and payments are due on the last business day of each calendar month.
- c. All payments under this Agreement shall be made by electronic funds transfer, according to banking instructions separately provided by Second Party to First Party.
- d. Second Party acknowledges that First Party is exempt from taxation in the United States pursuant to the Vienna Convention on Diplomatic Relations 1961.
- e. The Second Party may not suspend provision of services in the event the First Party is late in fulfilling its financial commitments, upon notice of such, unless the First Party is late for two consecutive months.

4. **Duration of the Agreement:** This Agreement is effective on the Effective Date, after signature by both parties, and is valid for one year, to be automatically renewed, unless either party expresses in writing their lack of interest in renewing the contract one month prior to its expiration.

5. **Termination Without Cause:** Either of the parties may terminate the Agreement without cause. Such termination shall be effective in not less than one month if initiated by First Party, and in not less than three months if initiated by Second Party. In such event, the First Party shall pay to the Second Party all payments due for the services rendered prior to the effective date of termination of the Agreement, without prejudice to the performance of tasks upon termination unless the First Party sees otherwise.

6. **Termination For Cause:** Each Party reserves all rights and remedies available under the applicable law in the event of a breach of this Agreement by the other Party, including such remedies as termination of the Agreement and recovery of damages, to the extent provided by law. In all events, the Second Party commits to provide all files of cases filed by or against the First Party in addition to a schedule of pending cases managed by Second Party.

7. **General Provisions:**

- a. The Second Party undertakes to provide immediate reporting of significant changes pertaining to the Agreement.
- b. The Second Party commits to execute this Agreement personally and may not subcontract it in whole or in part to others.

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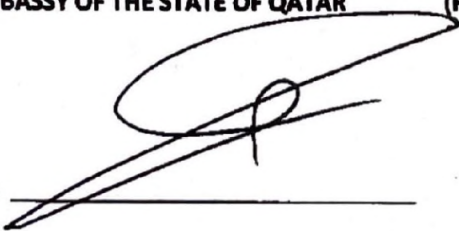


- c. In matters assigned by First Party to Second Party, the Second Party commits to take all the necessary precautions to avoid any harm to the First Party and will be fully responsible for the legal consequences of such violation, to the extent provided by applicable law.
- d. Second Party shall provide the services specified in the Agreement immediately with high professionalism.
- e. In the event of conflicts of interests for clients of the Second Party, the Second Party prioritizes the party that requested their services first and notify the other party, that may be the "Embassy of Qatar," of their withdrawal from the task. The Second Party attaches the notification to be sent to the party whose tasks will not be performed or withdrawn, due to conflict of interests with the Embassy – confirming the priority of the other party requesting the services of the law firm. Second Party shall in all circumstances comply with the applicable Rules of Professional Responsibility of the Washington, DC Bar in respect of client conflicts.
- f. Parties to the Agreement must resort to cordial consultation to settle any future dispute on the interpretation or execution of the Agreement terms. If such settlement may not be reached, the dispute may be brought to the relevant US court, without prejudice to the immunities for embassies under the Vienna Convention on Diplomatic Relations 1961.
- g. The contract may not be changed or expanded except in writing and by the consent of both parties.
- h. The Agreement is governed by the laws of the District of Columbia, United States.
- i. This Agreement is issued in two originals, one for each party, each in Arabic and English, with the same legal weight. In the event of disagreement on the interpretation of the Agreement terms, the English version prevails. This Agreement supersedes the Parties' prior agreement dated 16 December 2019.

IN WITNESS WHEREOF, First Party and Second Party have executed this Agreement by their duly authorized representatives.

EMBASSY OF THE STATE OF QATAR (FIRST PARTY)

By: \_\_\_\_\_



Dated: \_\_\_\_\_

9/17/2024

WALTHAM PLLC (SECOND PARTY)

By: \_\_\_\_\_



Dated: \_\_\_\_\_

18 SEPT. 2024