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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 https://www.fara.gov.

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: 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 .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.

| 1. Name and Address of Registrant | 2. Registration No. |
|---|---|
| BGR Government Affairs, LLC<br>601 13th St NW, 11th Floor South<br>Washington DC, 20005 | 5432 |

| 3. Name of Foreign Principal | 4. Principal Address of Foreign Principal |
|---|---|
| The Embassy of The Kingdom of Saudi Arabia | 601 New Hampshire Ave NW, Washington, DC 20037 |

5. Indicate whether your foreign principal is one of the following:

- ☒ Government of a foreign country [1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

The Embassy of The Kingdom of Saudi Arabia

b) Name and title of official with whom registrant deals

Sami Al-Sadhan, Deputy Chief of Mission

7. If the foreign principal is a foreign political party, state:

a) Principal address
N/A

b) Name and title of official with whom registrant deals

c) Principal aim

1 "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 principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

| | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes ☐ No ☐ |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes ☐ No ☐ |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes ☐ No ☐ |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes ☐ No ☐ |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes ☐ No ☐ |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes ☐ No ☐ |

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

**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 A 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.

| Date of Exhibit A | Name and Title | Signature |
|---|---|---|
| August 14, 2018 | Danny McNamara, Deputy General Counsel | /s/ Danny McNamara eSigned |

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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: 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 .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. |
|---|---|
| BGR Government Affairs, LLC | 5430 |

3. Name of Foreign Principal

The Embassy of The Kingdom of Saudi Arabia

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. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide strategic government affairs and public relations advice and counsel on issues of concern to the Foreign Principal; Advise Foreign Principal on US policies of concern, activities in Congress and the executive branch, and developments in the U.S. politics that could impact Foreign Principal; and maintain contact, as necessary, with members of Congress and their staff and executive branch officials.



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

Registrant will provide strategic counsel to the principal on strengthening the Foreign Principal's ties to the United States government and institutions. Registrant will assist in communicating priority issues regarding US-Saudi relations to relevant U.S. audiences, including Congress, the executive branch, media and policy community

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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 Registrant's work will include strategic guidance and counsel with regard to government affairs and public relations activity within the U S. This may include relevant outreach to US government officials, non-governmental organizations, members of the media and other individuals within the US.

## 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.

| Date of Exhibit B | Name and Title | Signature |
|---|---|---|
| August 14, 2018 | Danny McNamara, Deputy General Counsel | /s/ Danny McNamara eSigned |

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 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.

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BGR | GROUP

WASHINGTON · LONDON

**Ed Rogers**
*Chairman*

**TO: The Embassy of the Kingdom of Saudi Arabia in Washington, D.C. ("The Embassy")**

We are delighted that The Embassy has decided to engage BGR Government Affairs, LLC ("BGR"). Please accept this letter of agreement ("Agreement") to cover our work on your behalf.

**Scope of Work:** BGR will provide public relations and media management services for The Embassy. BGR will also provide government relations work for The Embassy. Specific issues to be addressed and services to be performed by BGR will be communicated on a regular basis to BGR as determined by The Embassy.

**Prior Authorization:** BGR is not authorized to make any public statements, presentations or publications in connection with this Agreement without written advance authorization/approval by a representative from The Embassy.

**Fees & Term:** In consideration for the services provided by BGR, The Embassy agrees to pay BGR a monthly professional fee of USD $80,000, for services provided over a one-year period beginning February 21, 2018. The Parties agree that the professional fee will be paid in equal quarterly installments of $240,000 on the first day of each quarter. The first quarterly installment is due and payable in full upon the execution of the Agreement. Additionally, The Embassy agrees to reimburse BGR for ordinary, reasonable out-of-pocket expenses, to be itemized and submitted on a monthly basis, including items such as, lodging, domestic and international airfare and other incidental expenses; however, these activities and any expenses shall be authorized in writing by The Embassy in advance. Either Party may terminate this agreement upon 15 days written notice with no further obligation other than for The Embassy to pay BGR such fees and expenses which would have accrued up to and through the 15-day notice period, except that The Embassy may terminate this Agreement at any time effective immediately in the event that BGR engages in conduct that may negatively impact BGR's public image and, by association, the public image of The Embassy. Upon termination, the fixed monthly fee shall be prorated on the basis of the portion of the one-month term that had elapsed prior to the effective date of the termination, and BGR shall refund The Embassy for any advanced monthly or quarterly payments.

**Invoicing:** Professional fees and expenses are invoiced separately:

1. Professional Fees: An invoice for services provided between February 21, 2018 and May 20, 2018 is attached and due upon execution. Thereafter, BGR will invoice The Embassy on the first day of the quarter starting May 21, 2018.



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2. Expenses: BGR will invoice The Embassy on the last day of each month for expenses incurred during the month prior, starting February 28, 2018, and will enclose proof of prior Embassy written authorization for these expenses.

**Conflicts.** During the Term of this Agreement, and for one year thereafter upon expiration or termination of this Agreement, BGR will not perform any work or accept any engagement for another government or governmental entity, or for any other client whose interests or objectives may be adverse to the interests or objectives of The Embassy, without prior express written approval by The Embassy.

**Disclosure and Confidentiality:** BGR agrees to the following:

(a) BGR shall use any information disclosed to BGR by The Embassy under this Agreement solely for the purposes expressly contemplated by this Agreement. BGR shall hold in strict confidence all Confidential Information (as defined in (b) disclosed to or otherwise obtained by it and protect all such Confidential Information with the utmost duty of care. Except as required by law and subject to the prior notification requirement discussed in (e) below, BGR may disclose Confidential Information only to those members of its Staff who (i) have an absolute need to know the Confidential Information; (ii) are affirmatively required by BGR to maintain the confidentiality of such Confidential Information in accordance with the provisions of this Agreement and (iii) are informed of such confidentiality obligations.

(b) For purposes of this Agreement, "Confidential Information" shall mean this Agreement, all of BGR's work product under this Agreement except for final materials prepared for public disclosure, and all other nonpublic, confidential or proprietary information of The Embassy, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained, whether or not patentable or copyrightable, and whether or not marked, designated or otherwise identified as "confidential", including, without limitation, discussions, data, analyses, processes, compilations, forecasts, studies, raw materials, samples, research and development information, records and other documents and other similar and related information concerning The Embassy's operations. Confidential Information shall not, however, include any information that BGR can establish with competent evidence (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure to BGR by The Embassy; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure to BGR by The Embassy through no wrongful act, fault, or negligence no action or inaction of BGR; or (iii) is in the rightful possession of BGR without confidentiality obligations at the time of disclosure by The Embassy to BGR as shown by its then-contemporaneous written files and records kept in the ordinary course of business.

(c) All materials received from The Embassy, all information and analysis developed in connection with BGR's Services, all BGR work product, and all Confidential Information, is and shall remain the property of The Embassy and archives and documents of a diplomatic mission that are inviolable and protected from disclosure by the Vienna Convention on Diplomatic Relations and U.S. law. Consultant shall not disclose to others or convert to its own use any Confidential Information except with the prior written consent of The Embassy.

(d) No license or other rights of any kind, express or implied, in or to the use of the Confidential Information is granted to BGR or its Staff hereby. All information furnished to BGR in connection with this Agreement (including any copies, notations, or assessments based on such information)



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and all BGR work product shall be returned to The Embassy upon request, and automatically upon termination of this Agreement.

(e) If any Confidential Information is required to be disclosed by law, including by any order of any court of competent jurisdiction or other governmental authority, BGR shall immediately inform The Embassy of all such proceedings so that The Embassy may attempt by appropriate legal means to limit such disclosure. In such case, BGR shall use its best efforts to limit the disclosure and maintain confidentiality to the maximum extent possible.

(f) BGR acknowledges that any breach or threatened breach of Confidentiality provisions will result in immediate, irreparable, and continuing injury to The Embassy for which there is no adequate remedy at law. Accordingly, in the event of any such breach (or threatened breach), The Embassy shall be entitled to terminate this Agreement effective immediately with no further obligation of payment and to seek preliminary and permanent injunctive relief, without bond, with respect to such breach. BGR shall not oppose such relief on the grounds that there is an adequate remedy at law, and such right shall be cumulative and in addition to any other remedies at law or in equity (including monetary damages) which The Embassy may have upon any such breach.

(g) The provisions of this section shall (i) apply to all Confidential Information disclosed to or otherwise obtained by BGR prior to the execution of this Agreement, (ii) apply to all Confidential Information disclosed to or otherwise obtained by BGR concurrently with or after execution of this Agreement, and (iii) survive the termination of this Agreement in perpetuity.

**Entire Understanding:** This Agreement contains the entire understanding between the parties. Amendment, modification or waiver of this Agreement may be accomplished with a written instrument signed by both parties.

Please sign this Agreement and return a copy to us. We look forward to working with The Embassy.

Ed Rogers

**BGR Government Affairs**

SAMI ALSADHAN
DEPUTY CHIEF OF MISSION

**The Embassy of The Kingdom of Saudi Arabia in Washington, D.C.**

Date:

Todd Eardensohn, CFO
Received 3 August 2018

Date: 08-18-18

BGR GOVERNMENT AFFAIRS
BGR PUBLIC RELATIONS
BGR BUSINESS ADVISORS

The Homer Building • Eleventh Floor South • 601 Thirteenth Street, NW • Washington, DC 20005
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