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OMB No. 1124-0004; Expires April 30, 2017

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 http://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: http://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: http://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, Counterespionage 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.
Ballard Partners	6415

3. Name of Foreign Principal
Embassy of the State of Qatar

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.

See Attachment

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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 principal with advocacy services relative to US-Qatar bilateral relations.

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.

Activities will include advising, counseling, and assisting the foreign principal in communication with U.S. government officials, U.S. business entities, and non-governmental audiences.

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
June 29, 2018	Brian Ballard, President, Ballard Partners	/s/ Brian Ballard 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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EMBASSY OF THE
STATE OF QATAR
Washington, DC

سفارة دولة قطر
واشنطن د.ك.سي.

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the "Agreement"), dated 6/28/2018, is made by and between:

Embassy of the State of Qatar (the "Embassy")
2555 M Street, NW
Washington, DC 20037
Attn: Deputy Chief of Mission

and

Ballard Partners (the "Consultant")
601 13th Street NW, Suite 450N
Washington, DC 20005.
Attn: Mr. Brian D. Ballard, President

In consideration of the mutual promises set forth herein, the Embassy and Consultant agree as follows:

1. **Term.** The Term of this Agreement shall commence on June 11, 2018 (the "Effective Date"), and shall expire on COB June 10, 2019, unless earlier terminated in accordance with the Agreement. The Term may be extended only upon execution of a written amendment, signed by the authorized representatives of both parties.

2. **Scope of Services:** During the Term, Consultant shall perform the services (the "Services") described in Appendix A.

3. **Compensation to Consultant:** In consideration for the Services performed under this Agreement, the Embassy shall compensate Consultant in accordance with Appendix B.

4. **Exclusivity and Conflicts of Interest:** During the Term, and during the period ending one year after the end of the Term, Consultant shall not advise, represent or accept engagements from any sovereign state in the MENA Region (as defined by the World Bank), other than the State of Qatar, or any entity that is substantially owned or controlled by such states, other than the State of Qatar, without written pre-approval of the Embassy. Consultant shall promptly disclose to the Embassy any actual or apparent conflicts of interest that arise in the course of any engagement undertaken by Consultant or its affiliates.

5. **Confidentiality:** Consultant agrees that all documents, information or communications (whether verbal or recorded) exchanged between Consultant and the Embassy (including the Embassy's officers, employees, contractors, or attorneys), and any

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information generated or received by Consultant in the course of performance of this Agreement, are confidential, and will not be disclosed by Consultant to any person except as authorized by the Embassy, or as required by law. Consultant agrees that Consultant will not use any confidential information for any purpose other than performance of this Agreement, and Consultant will return all copies of such information upon request. Any deliverable that Consultant produces in the performance of this Agreement shall be the sole property of the Embassy, and may be used by the Embassy without restriction. This provision shall survive expiration or termination of this Agreement.

6. **Independent Contractor:** Consultant's services shall be performed in the capacity of an independent contractor. This Agreement is not intended to establish an employer-employee relationship, or principal-agent relationship. Consultant is not authorized to commit the Embassy or the State of Qatar to any cost, contract, or other obligation. Except as expressly authorized by the Embassy, Consultant is not authorized by this Agreement to act as a spokesperson or agent on behalf of the Embassy or the State of Qatar in any meeting or communication with any person, or in any public or private statement or informational materials, or in any media statement or interview.

7. **Compliance with Law:** In the execution and performance of this Agreement, Consultant confirms that Consultant has complied, and will comply, with all applicable laws. To the extent that Consultant is required by the laws of any jurisdiction to register or disclose to a governmental entity Consultant's Services under this Agreement, or to make public disclosure of the terms of this Agreement, Consultant shall provide advance notice to the Embassy.

8. **Responsibility for Consultant Employees and Subcontractors:** Consultant shall be responsible for assuring that Consultant's employees and subcontractors assigned to performance of this Agreement will comply with Paragraphs 4, 5, 6 and 7 of this Agreement. Without limiting the generality of this provision, Consultant shall include substantially identical provisions in the corresponding subcontracts or employment contracts.

9. **Termination.** Either party may terminate this Agreement in the event of a material breach that is not remedied within 15 calendar days of written notice by the terminating party. Either party may terminate this Agreement without cause, effective upon written notice by the terminating party.

10. **Disputes.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11. **General Provisions.**

    a. Neither party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without prior written consent from the other party.

    b. Neither party shall be liable to the other party for indirect, consequential, or punitive damages, irrespective of the nature of the claim or cause of action.

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c. No failure or delay by a party in exercising any right or remedy shall operate as a waiver of these or any other rights and remedies.

d. No modification of this Agreement shall be effective unless reflected in a written agreement executed by the parties.

e. Nothing in this Agreement shall waive or alter the privileges and immunities to which the Embassy is entitled under the laws of the United States or any other jurisdiction.

f. This Agreement reflects the entire agreement between Embassy and Consultant, and supersedes any prior agreements with respect to this subject.

IN WITNESS WHEREOF, Embassy and Consultant have executed this Agreement by their duly authorized representatives.

By: _____
Embassy

By: _____ 6/29/2018
Consultant

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APPENDIX A: SCOPE OF SERVICES

The Services shall include the following:

As directed by the Embassy, Consultant shall provide Government relations strategic advice and advocacy with respect to enhancing US-Qatar bilateral relations, and further developing trade, investment and business opportunities.

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APPENDIX B: COMPENSATION AND PAYMENTS

In consideration for the Services performed under this Agreement, the Embassy shall compensate Consultant during the Term as follows:

1. **Consulting Fee:** For the services rendered pursuant to this Agreement, the Embassy shall pay Consultant US$ 50,000 per month.

2. **Expenses:**
   a. Consultant shall be reimbursed by Embassy for actual costs incurred for: (i) travel, accommodations and other reasonable, ordinary and necessary expenses for travel; and (ii) subcontractor or vendor costs; provided that all such travel, subcontractor or vendor costs shall be authorized in advance by Embassy written approval.
   b. No other expenses incurred by Consultant shall be reimbursed by Embassy, expect upon prior written approval by Embassy.

3. **Invoices:** Consultant shall provide the Embassy with written invoices in advance of all payments or expense reimbursements required by this Agreement.

4. **Payment Instructions:** All payments to Consultant shall be made in United States Dollars, by wire transfer to Consultant.

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