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OMB No. 1124-0006; Expires April 30, 2017

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 http://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: 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 .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, 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 and Address of Registrant

Cassidy & Associates, Inc.
733 Tenth Street, N.W. Suite 400, Washington DC 20001

2. Registration No. 6272

3. Name of Foreign Principal

The Arab Republic of Egypt

4. Principal Address of Foreign Principal

Mataria St.
El Qobba Square
Cairo Egypt

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

General Intelligence Service

b) Name and title of official with whom registrant deals

General Naser Fahmi, Head of Administration Department G I S

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.

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
January 28, 2017	Joshua Kaufman, General Counsel	/s/ Joshua Kaufman eSigned

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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.
Cassidy & Associates, Inc.	6272

3. Name of Foreign Principal

The Arab Republic of Egypt

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.

The registrant shall provide government affairs services to the foreign principal to assist the foreign principal in promoting the foreign principal's strategic partnership with the United States.

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

The registrant shall advise the foreign principal to accomplish the objective set out above. The registrant's activities are expected to include stakeholder mapping to identify stakeholders who are supportive of the foreign principal's objectives. The registrant will also conduct research, develop key messages and communications tools.

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 shall provide government affairs services to the foreign principal to assist the foreign principal in promoting the foreign principal's strategic partnership with the United States.

The registrant shall accomplish these objectives by advising the foreign principal with respect to conducting research, developing key messages and communications tools. The registrant may also provide support for special projects.

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
January 28, 2017	Joshua Kaufman, General Counsel	/s/ Joshua Kaufman 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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SERVICE CONTRACT

1. CASSIDY & ASSOCIATES, INC. (hereinafter referred to as "CASSIDY"), with its principal place of business at 733 10th Street, NW, Suite 400, Washington, D.C. 20001, enters into this agreement (the "Agreement") with The Arab Republic of Egypt (hereinafter referred to as "CLIENT"), whose principal office in Cairo, Egypt, effective as of January ___, 2017 (the "Effective Date") to provide government relations services to CLIENT to assist client by (i) promoting CLIENT's strategic partnership with the United States, (ii) highlighting CLIENT's economic development; (iii) showcasing key attributes of CLIENT's civil society; and (iv) publicizing CLIENT's leading role in managing regional risks (the "Monthly Services") in exchange for the fees set forth below. The Monthly Services will include those services typically provided by a government affairs agency. In addition CASSIDY is prepared to provide additional services to CLIENT (the "Special Project Services"). The scope for Special Project Services shall be agreed by CASSIDY and CLIENT in writing. Monthly Services and Special Project Services are collectively referred to as "Services".

2. CLIENT agrees to pay CASSIDY compensation as follows:

a. Professional Fees for Monthly Services. CASSIDY shall invoice CLIENT a quarterly fee in the amount of One Hundred Fifty Thousand United States Dollars (US$150,000) (the "Quarterly Fee") representing payment for three (3) months of Monthly Services at the fixed amount of Fifty Thousand United States Dollars (US$50,000) per month (the "Monthly Fee"). Each payment of the Monthly Fee is non-reconcilable and shall be earned by CASSIDY on the first day of the month in respect of which it is paid. The Monthly Fee paid to CASSIDY hereunder is inclusive of all finder's, referral and facilitation fees, which shall be paid directly by CASSIDY. CLIENT shall not pay and is not liable for any such fees.

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b. Special Project Services. CASSIDY and CLIENT shall agree in writing on the fees for Special Project Services when the scope for such Special Project Services is agreed. Unless otherwise agreed in writing, the fee for Special Project Services shall include all Third Party Expenses (as defined herein) and the administrative expenses referred to in Section 2(d).

c. Third Party Expenses. An invoice of out-of-pocket expenses for travel and other direct charges ("Third Party Expenses") related to the Monthly Services shall be made by CASSIDY to CLIENT at the end of each month during the Term (as defined herein) for expenses incurred during the previous month ("Monthly Expenses"). Federally appropriated funds may not be used to pay for any Services provided or expenses incurred under this Agreement. Monthly Expenses shall be invoiced to CLIENT at the net cost. CASSIDY reserves the right to pre-bill any Monthly Expenses in excess of Twenty-Five Thousand United States Dollars (US$$25,000).

d. Administrative Expenses. An overhead charge fee in the amount of five percent (5%) of fee billing will be added to each invoice for Monthly Services. This fee covers all other general operating expenses that do not factor into CASSIDY's fees such as long distance and conference call costs; faxing of materials, documents, reports and schedules; all costs of copying documents, reports, articles of interest, letters and other correspondence in the execution of client business. It also includes costs associated with messenger services, postal delivery and overnight packages when necessary; and professional publications related to tracking, monitoring and maintaining a current knowledge base pertaining to a client's issues and industry.

3. Billing.

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a. CASSIDY shall invoice CLIENT for the Quarterly Fee at least thirty (30) days in advance of each quarter, except for the first Quarterly Fee which shall be invoiced upon both parties' execution of this Agreement. Payment of each Quarterly Fee is due by wire transfer within thirty (30) days from the invoice date, except for the first Quarterly Fee which shall be due within ten (10) days from the invoice date. CASSIDY shall not be required to start work until the Quarterly Fee is paid. Monthly Expenses shall be billed monthly in arrears and payment shall be due within thirty (30) days from the invoice date, except for any amounts which are pre-billed by CASSIDY pursuant to Section 2(b), which shall be due within thirty (30) days, or which are included in the Special Project Services.

b. Special Project Services shall be invoiced by CASSIDY to CLIENT in two equal installments of fifty percent (50%) each. The first installment will be invoiced upon the parties' agreement in writing on a scope of services and the final installment shall be invoiced upon completion of the project. Payment shall be made by wire transfer and is due within thirty (30) days. CASSIDY shall not be required to start work on the Special Project Services until the initial installment is paid.

c. In case of delinquency of CLIENT's payments or any impairment of CLIENT's credit as CASSIDY reasonably deems might endanger future payments, CASSIDY reserves the right to change the requirements as to terms of payment under this Agreement. Should CLIENT be in default with respect to payment under this Agreement, CASSIDY reserves the right to suspend some or all services hereunder until arrangements satisfactory to CASSIDY are made. CLIENT agrees to reimburse CASSIDY for any costs incurred (including reasonable attorneys' fees and court costs) in connection with

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CASSIDY's attempts to collect any sums that are over thirty (30) days past due. In the event of a disputed charge, CLIENT shall notify CASSIDY in writing of the disputed amount within thirty (30) days of the invoice date, specifically identify the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation.

4. This Agreement is effective as of the Effective Date and will continue in full force and effect until either party gives the other party at thirty (30) days' prior written notice to terminate. The entire period during which this Agreement is in effect is referred to herein as the "Term". In the event this Agreement is terminated and the termination date falls in the middle of a calendar month or the middle of a quarterly term for which a Quarterly Fee has been paid, CASSIDY shall issue a refund for each full month remaining during the quarter and a pro-rata refund for each partial month based on the number of days left in the month after the effective date of termination.

5. Each party (the "Receiving Party") will treat as confidential and properly safeguard any and all information, documents, papers, programs and ideas relating to the other party (the "Disclosing Party"), its operations, finances and products, disclosed to the Receiving Party and designated by the Disclosing Party as confidential ("Confidential Information"). Confidential Information shall not include information that (a) is or falls into the public domain; (b) is disclosed to the Receiving Party by a third party which is not under an obligation of confidentiality to the Disclosing Party; (c) was already known to the Receiving Party; and/or (d) is independently developed by the Receiving Party without reference to Confidential Information. In the course of performing the Services, CASSIDY may disclose Confidential Information of CLIENT as CLIENT has approved for disclosure. The Receiving Party may disclose such Confidential Information of the Disclosing Party as is required by a subpoena or other legal process. In addition, CASSIDY may disclose Confidential Information as required in order for CASSIDY to comply with its obligations to the United States

government. This obligation to maintain confidentiality of Confidential Information shall survive the termination of this Agreement and remain in effect for three (3) years following the completion of Services.

6. In its capacity as a consultant, CASSIDY shall make its best effort to assist CLIENT in pursuing its government affairs objectives as described herein. CASSIDY, however, gives no assurances and makes no representations as to the particular results of its services, or the response and timeliness of actions taken by relevant government officials and their staffs or by others.

7. CLIENT shall appoint a designated liaison to provide interact with CASSIDY and provide all information, materials and approvals. CASSIDY shall be entitled to rely on the statements and actions of such individual as the designated agent of CLIENT.

8. It is understood that CASSIDY cannot undertake to verify all facts supplied to it by CLIENT or related entities or all factual matters included in materials prepared or used by CASSIDY and approved by CLIENT or related entities, nor can CASSIDY verify CLIENT's right to use materials provided to CASSIDY by CLIENT. Accordingly, CLIENT agrees to indemnify and hold harmless CASSIDY from and against any and all losses, claims, damages, legal fees, expenses, or liabilities that CASSIDY may incur (including its participation as a third party witness in litigation against CLIENT or related entities) based upon (i) information, representations, reports, data or releases furnished or approved by CLIENT or its specifically authorized representative for use or release by CASSIDY, whether or not CASSIDY prepared or participated in the preparation of such materials or (ii) materials provided by CLIENT to CASSIDY. In addition, in matters in which CASSIDY is not a party, CLIENT shall pay or reimburse CASSIDY for all reasonable attorneys' fees and expenses CASSIDY incurs and for all CASSIDY personnel time incurred (at CASSIDY's then current hourly rates) in connection with CASSIDY's response to subpoenas, depositions, discovery demands, and other inquiries arising from suits, proceedings, legislative or regulatory hearings,

investigations, or other civil or criminal proceedings in which CLIENT is a party, subject, or target. This Section 9 shall survive the expiration or termination of this Agreement. This Section shall survive the termination of this agreement and shall continue to bind both parties.

9. In no event whatsoever shall either party be liable to the other hereunder for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement, even if said party has been advised of the possibility of or could have foreseen such damages. This Section shall survive the termination of this Agreement.

10. Neither party shall be liable for any delay or failure to carry out or make continuously available its obligations under this Agreement if such delay or failure is due to any cause beyond such party's control, including without limitation restrictions of law or regulations, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.

11. Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

12. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by non-administered arbitration under the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration. Each party shall select an arbitrator to preside over the arbitration proceeding, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The place of the arbitration shall be Washington, DC. This Agreement is made under and shall be governed by the laws of the District of Columbia.

13. All notices required under this Agreement shall be in writing and signed by the party delivering such notice and delivered to the CLIENT and CASSIDY at their respective

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addresses set forth herein or via facsimile with electronic confirmation of delivery; it being understood and agreed that email correspondence shall constitute written approval pursuant to this Agreement. Any notice of termination delivered by CLIENT shall also be sent to: CMGRP, Inc., 909 Third Avenue, New York, NY 10022, Attn: Business & Legal Affairs.

14. This Agreement contains the entire understanding between the parties. While CASSIDY has tendered this contract, it has done so as a matter of convenience to the parties, and it shall not be construed against either party, but shall be construed pursuant to the plain meaning on its terms. The terms of this contract may be changed only by written agreement signed by both parties.

15. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one Agreement. Delivery of an executed counterpart of a signature page to this Agreement by hand, fax or portable document format (.pdf) shall be effective as the delivery of a fully executed counterpart of this Agreement.

16. CLIENT shall be solely responsible to pay all taxes, however designated and of whatever nature, that are levied or imposed by reason of the transactions contemplated by this Agreement, including, without limitation, all sales, use, value-added, transfer, excise and other taxes, duties or surcharges, whether international, national, state or local, excluding, however, taxes based on CASSIDY's net income.

[Signature Page Follows]

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In witness whereof the authorized representatives of CLIENT and CASSIDY do hereby execute this contract.

On behalf of THE ARAB REPUBLIC OF EGYPT

Date: 1/18/2017 By: Nasser Fathy

Major General Khaled Fawzy
Director General of the General Intelligence Service

CASSIDY & ASSOCIATES, INC.

Date: 1/14/17 By:

Russell J. Thomasson
Executive Vice President