Received by NSD/FARA Registration Unit 04/07/2020 10:50:30 AM

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 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 .22 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
JWI, LLC

2. Registration Number
4990

3. Primary Address of Registrant
700 New Hampshire Ave., NW
#1019
Washington, DC 20037

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

5. Address of Foreign Principal
2555 M St., NW
Washington, DC 20037

6. Country/Region Represented
Qatar

7. Indicate whether the 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 _____

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

a) Branch or agency represented by the registrant
Embassy of Qatar, Washington, DC

b) Name and title of official with whom registrant engages
Al-Daana Al Mulla
Political Officer

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.

Received by NSD/FARA Registration Unit 04/07/2020 10:50:30 AM

Received by NSD/FARA Registration Unit 04/07/2020 10:50:30 AM

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

a) Name and title of official with whom registrant engages

NA

b) Aim, mission or objective of foreign political party

NA

10. 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.

NA

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 ☐

11. Explain fully all items answered "Yes" in Item 10(b).

NA

12. 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.

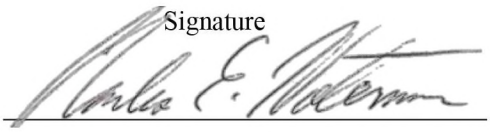
NA

Received by NSD/FARA Registration Unit 04/07/2020 10:50:30 AM

Received by NSD/FARA Registration Unit 04/07/2020 10:50:30 AM

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 Exhibit A to Registration Statement, 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
April 6, 2020	Charles E. Waterman	

Received by NSD/FARA Registration Unit 04/07/2020 10:50:30 AM

Received by NSD/FARA Registration Unit 04/07/2020 10:50:23 AM

OMB No. 1124-0004; Expires May 31, 2020

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	2. Registration Number
JWI, LLC	4990

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. What is the date of the contract or agreement with the foreign principal? March 1, 2020

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

Meet and introduce influential and knowledgeable persons to the client. Identify and analyze issues of importance, including likely future development.

Received by NSD/FARA Registration Unit 04/07/2020 10:50:23 AM

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

General political consulting
Introduction of useful individuals
In-depth analysis and prognosis of issues of importance to Qatar

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

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 or dissemination of informational materials.

11. Prior to the date of registration[2] for this foreign principal did the registrant engage in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

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.

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

Date	Contact	Method	Purpose

Received by NSD/FARA Registration Unit 04/07/2020 10:50:23 AM

Received by NSD/FARA Registration Unit 04/07/2020 10:50:23 AM

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, or for disbursement, or otherwise?

Yes ☐ No ☒

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

Total

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	To Whom	Purpose	Amount

1 "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.

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

Received by NSD/FARA Registration Unit 04/07/2020 10:50:23 AM

Received by NSD/FARA Registration Unit 04/07/2020 10:50:23 AM

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 Exhibit B to Registration Statement, 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
April 6, 2020	Charles E. Waterman	

Received by NSD/FARA Registration Unit 04/07/2020 10:50:23 AM

Received by NSD/FARA Registration Unit 04/07/2020 10:50:23 AM

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the "Agreement"), effective March 1, 2020, 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

Jefferson Waterman International, LLC (the "Consultant")
PO Box 40533
Washington, DC 20016
Attn: Samuel H. Wyman, Vice Chairman and Chief Operating Officer

1. **Term.** The Term of this Agreement shall commence on March 1, 2020 (the "Effective Date"), and shall expire on COB February 28, 2021, 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 or compensation 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. 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 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.

Received by NSD/FARA Registration Unit 04/07/2020 10:50:23 AM

Received by NSD/FARA Registration Unit 04/07/2020 10:50:23 AM

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 written notice to the Embassy.

8. **Responsibility for Consultant Employees and Subcontractors:** Consultant shall be responsible for assuring that Consultant's principals, 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 without cause, effective 30 days after written notice by the terminating party. Upon such termination, Consultant shall be paid *pro rata* at the agreed rate of compensation through the effective date of termination.

10. **Disputes.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled exclusively 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. The number of arbitrators shall be one, and the place of arbitration shall be Washington, D.C.

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. The parties reserve all rights and remedies arising from a breach of this Agreement; provided, however, that 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.

    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.

Received by NSD/FARA Registration Unit 04/07/2020 10:50:23 AM

Received by NSD/FARA Registration Unit 04/07/2020 10:50:23 AM

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: _____
Consultant

Received by NSD/FARA Registration Unit 04/07/2020 10:50:23 AM

Received by NSD/FARA Registration Unit 04/07/2020 10:50:23 AM

APPENDIX A: SCOPE OF SERVICES

The Services shall include the following:

ADVICE REGARDING PUBLIC DIPLOMACY INITIATIVES

Consultant shall provide advice and assistance to the Embassy's Public Diplomacy Office in identifying and executing initiatives.

Received by NSD/FARA Registration Unit 04/07/2020 10:50:23 AM

Received by NSD/FARA Registration Unit 04/07/2020 10:50:23 AM

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 as follows: US$ 30,000 per calendar month, with payments commencing on March 31, 2020, and continuing on the last day of each subsequent calendar month.

2. **Expenses:** The consulting fee is inclusive of all expenses, and no expenses shall be reimbursed under this Agreement except as approved by the Embassy in advance and in writing.

3. **Invoices:** Consultant shall provide the Embassy with written invoices in advance of all payments or expense reimbursements required by this Agreement. Upon request, Consultant shall provide records sufficient to support all expense reimbursement invoices.

Received by NSD/FARA Registration Unit 04/07/2020 10:50:23 AM