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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 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.
Portland PR Inc. 1615 L Street, NW, 10th Floor, Washington, DC 20036	6064

3. Name of Foreign Principal

State of Qatar-Government Communications Office

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 the client with communications counsel to support Qatar-US relations. Activities to include:
-Messaging and communications materials for key audiences/stakeholders;
-Briefing papers, Q&A, talking points, and speeches;
-Assist with media relations activities.

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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.

Provide the client with communications counsel to support Qatar-US relations. Activities to include:
-Messaging and communications materials for key audiences/stakeholders;
-Briefing papers, Q&A, talking points, and speeches;
-Assist with media relations activities.

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 on behald of the foreign principal could include limited outreach consistent with the response to question 8 above.

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
22 October 2018	Alex Farley, COO	DocuSigned by: Alex Farley

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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SERVICES AGREEMENT

This Services Agreement (the "Agreement"), dated as of July 1, 2018 (the "Effective Date"), is by and between Portland PR Inc., a Delaware corporation with a trading address of 437 Madison Avenue, 12th Floor, New York, NY 10022 ("**Portland**") and the State of Qatar – Government Communications Office, P.O. Box 636, Doha, Qatar ("**Client**").

WHEREAS, Portland is in the business of providing, among other things, customary public relations, public affairs and related services ("Services");

WHEREAS, Client desires to engage Portland to provide such Services (as described in Exhibit A); and

WHEREAS, Portland is willing to provide such Services to Client, subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. The Services

1.1 In consideration for the payment of the Fees (as defined in Section 3), Portland shall provide the Services described in Exhibit A.

1.2 **Portland shall:**

1.2.1 apply reasonable skill and expertise to the performance of the Services;

1.2.2 provide the Services in a timely and efficient manner and to a professional standard in accordance with the standards generally observed in the industry for similar services;

1.2.3 comply with all reasonable written advice, standards and instructions given by Client;

1.2.4 keep Client informed of all matters of which it becomes aware affecting or relating to Client;

1.2.5 meet with Client whenever reasonably required and where appropriate liaise closely and on a regular basis with Client's publicity, marketing, corporate, financial, legal, regulatory and any other relevant departments in order to keep itself fully appraised on Client's business activities; and

1.2.6 ensure that it has all necessary licenses, permits and consents to enter into and perform its obligations under this Agreement.

2. Client's Obligations

2.1 **Client shall:**

2.1.1 provide Portland, its employees and contractors with all necessary information, support and cooperation which Portland may reasonably require in order to carry out its obligations in a timely and efficient manner;

2.1.2 ensure that all information which is provided to Portland for the purposes of producing reports and narratives is accurate in all material respects and not defamatory; and

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2.1.3 ensure that it has all necessary licenses, permits and consents in connection with the provision of information or other materials provided to Portland in connection with this Agreement.

3. Fees

3.1 The Fees for the Services and the associated payment schedule are set forth in Exhibit B.

3.2 Each invoice is due and payable thirty (30) days after invoice date without deduction or set off.

3.3 Fees are inclusive of all sales, use and other taxes. Without limiting the generality of the foregoing, Portland shall be responsible for all taxes, fees or assessments imposed by any government or jurisdiction in connection with the Services, and the Fees shall not be adjusted in respect of any such taxes, fees or assessments.

3.4 In the event that Client desires Portland to work on any project outside the scope of the Services, it shall inform Portland and the parties shall enter into an Amendment to this Agreement setting forth the details regarding such additional Services, including relevant timescales, costs and payment schedule.. Fees for such additional Services may be either on a flat fee or time and materials basis, based upon Portland's standard rates.

4. Expenses

4.1 Client shall reimburse at cost all of Portland's reasonable out-of-pocket expenses incurred in the provision of the Services.

4.2 To the extent expenses exceed a total of $400 in a calendar month, Portland shall first obtain Client's approval, in writing. Any travel lasting more than five hours required by Portland's personnel in the performance of the Services will be by business class. All expenses will be supported by receipts.

4.3 To the extent Disbursements exceed a total of $600 in a calendar month, there are three possible payment arrangements:

4.3.1 The Client can settle directly with the supplier;

4.3.2 If Portland settles with the supplier, the Client will be recharged in arrears plus an administration fee of 10%;

4.3.3 The Client transfers funds to Portland in advance of the payment being made.

5. Term and Termination

5.1 This Agreement shall commence on the Effective Date and shall continue for the Initial Term set forth in Exhibit A, unless earlier terminated in accordance herewith. At the sole option of Client, this Agreement may be renewed for up to three successive six-month terms, by written notice to Portland at least thirty (30) days prior to the expiration of a term. Any renewal term shall be subject to the same terms and conditions set forth in this Agreement. Notwithstanding the foregoing, at the end of the Initial Term, this Agreement may be terminated without cause, effective thirty (30) days' after written notice by either party. In the event of a termination without cause, Portland shall be entitled only to the fees and expenses earned through the effective date of termination, and any prepaid fees shall be adjusted accordingly through a refund to the Client.

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For the avoidance of doubt, such adjustment shall be made pro rata according to the monthly rate that corresponds to the Fee schedule set forth in this Agreement.

5.2 Either party may also terminate this Agreement for cause, effective immediately, on giving written notice if any of the following occur:

5.2.1 the other commits any material breach of its obligations under this Agreement which cannot be remedied, or which can be remedied but is not remedied within thirty (30) days of receiving written notice thereof; or

5.2.2 any insolvency of the other party, any filing of a petition in bankruptcy by or against the other party, any appointment of a receiver for the other party, or any assignment for the benefit of the other party's creditors.

5.3 Upon termination for cause, Portland shall be entitled only to the fees and expenses earned through the effective date of termination, and any prepaid fees shall be adjusted accordingly through a refund to the Client. For the avoidance of doubt, such adjustment shall be made pro rata according to the monthly rate that corresponds to the Fee schedule set forth in this Agreement. In the event of a termination for cause, each of the Parties reserves all other rights and remedies allowed by law.

5.4 In the event of termination of this Agreement, Sections 3 through 19 hereof will survive and continue in full force and effect.

6. Non-Solicitation

6.1 Neither party shall, from the Effective Date until twelve (12) months after its termination, employ or engage on any other basis, or offer employment or engagement to, any employee or contractor of the other party who shall have worked for that party for a continuous period of three (3) months or more during the preceding twelve (12) month period and who shall have been associated with the provision of Services.

6.2 Each party agrees that if it employs or engages any person contrary to Section 6.1, the party in default shall be liable to pay to the other, by way of liquidated damages, a sum equal to the current annual salary of the employee or contractor concerned. The parties agree that the foregoing represents a reasonable pre-estimate of the damage caused by any such breach.

7. Intellectual Property Rights

7.1 Portland retains ownership of all right, title and interest in and to the Services, including all intellectual property rights therein. Client acknowledges that the Services are proprietary to, and owned by Portland and its third party providers and are protected by applicable laws, including copyright, trademark and trade secret laws. All rights not expressly granted hereunder are reserved solely for Portland and its third party providers.

7.2 Subject to the payment of all Fees hereunder, Portland grants Client an exclusive, transferable, irrevocable, worldwide, royalty-free license to use, for any purpose, any work first produced by Portland or its vendors or subcontractors in the performance of the Services.

8. Indemnification

8.1 Portland shall indemnify and hold harmless Client from and against any costs and damages awarded against Client by a court of competent jurisdiction pursuant to a final judgment as a

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result of, and defend Client against, any third party claim of infringement of any U.S. patent or copyright or misappropriation of any trade secret directly related to the Services; provided that Client: (i) promptly notifies Portland in writing of any such claim, (ii) gives Portland the full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof, and (iii) cooperates with Portland, at Portland's expense, in the defense or settlement thereof.

8.2 Portland shall have no obligation under Section 7.1 or other liability for any infringement or misappropriation claim resulting or alleged to result from: (i) use of the Services or any part thereof in combination with any equipment, software or data not approved for use by Portland, (ii) any instruction, information, design or other materials furnished by Client or any third party to Portland, or (iii) any modification of the Services.

9. Limitation of Liability; Disclaimer

9.1 In no event shall either party be liable to the other party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business) or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if such party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such party.

9.2 Each party's entire liability to the other arising out of or in connection with the Agreement shall be limited in the aggregate to an amount equal to the Fees paid to Portland by Client during the six (6) month period preceding the event giving rise to the claim.

9.3 Except as expressly provided herein, Portland does not make or give any representation or warranty or condition of any kind, whether such representation or warranty or condition be express or implied, including any warranty of merchantability, quality, or fitness for a particular purpose or any representation, warranty or condition of dealing or usage of trade.

10. Confidentiality

10.1 "Confidential Information" means: (i) all information of a confidential nature concerning the trade secrets or business dealings, methods of business, internal policies, transactions, plans or affairs of a party and its affiliates or other party to whom the party owes a duty of confidence, (ii) any information designated as confidential, and (iii) any information which a party ought to conclude was confidential, in each case in whatever form. Any information delivered by an officer or employee of a Ministry or Diplomatic Mission of the State of Qatar shall be deemed Confidential Information.

10.2 Each party shall (i) hold the Confidential Information of the other in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the disclosing party for any purpose whatsoever except as expressly contemplated under this Agreement.

10.3 The obligations of either party under Section 9.2 will not apply to information that the receiving party can demonstrate: (i) was in its possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other

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wrongful act by the receiving party, or (iii) has been received from a third party without restriction on disclosure and without breach of agreement by the receiving party.

10.4 The receiving party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that the receiving party: (i) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy; (ii) discloses only such Confidential Information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

10.5 Upon the request of the disclosing party, the receiving party shall return to the disclosing party its Confidential Information and all copies thereof.

10.6 Both parties acknowledge that Portland may be required to register this contract under the United States Foreign Agents Registration Act (FARA).

11. Entire Agreement and Modification

This Agreement sets out the entire agreement and understanding between the parties and supersedes any prior agreements and arrangements between the parties in relation to its subject matter. This Agreement prevails over any other terms and conditions in correspondence or elsewhere. In entering into this Agreement each party acknowledges and agrees it has not relied on any representations made by the other, all of which are excluded. No modification of the Agreement shall be effective unless it is in writing and signed by a duly authorized representative of both parties. This Agreement shall be construed according to its fair meaning and not for or against either party.

12. Force Majeure

Portland shall not be responsible for any delay or failure in performance of its obligations under this Agreement resulting from acts beyond the control of Portland, including but not limited to, any act of God, act of governmental authority, act of public enemy, computer or system failure, or due to war, terrorism, riot, fire, flood, civil commotion, insurrection, labor difficulty (including, without limitation any strike, or other work stoppage or slowdown), or severe or adverse weather conditions.

13. No Waiver

No failure or delay by a party in exercising its rights or remedies shall operate as a waiver of these or any other rights or remedies, unless such a waiver is made by specific written notice.

14. Notices

All notices given under this Agreement must be in writing, sent to the address first set forth above or to such other addresses as a party may designate under this Section 13, by certified mail(return receipt requested), overnight courier or personal delivery.

15. No Partnership, Sub-contracting and Assignment

Portland shall supply the Services to Client as an independent contractor and nothing in this Agreement shall create or imply a partnership, joint venture, agency or any power or right of a party to contract in the name of or bind the other. Portland shall be entitled to subcontract its obligations under this Agreement provided that it remains primarily liable to Client for

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performance of this Agreement and provided the Client consents in writing, which consent shall not be unreasonably withheld.

16. Assignment

Neither party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, except either party may, upon prior written notice to the other party (but without any obligation to obtain the consent of such other party), assign this Agreement or any of its rights hereunder to any affiliate of such party, or to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such party, if such entity agrees in writing to assume and be bound by all of the obligations of such party under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees.

17. Press Releases and Announcements

With prior written approval of the Client, Portland shall be entitled to issue a press release or other public document recording that this Agreement has been entered into, and include Client's logo on Portland's website.

18. Governing Law; Disputes

This Agreement shall be governed by and construed in accordance with the Laws of the District of Columbia, without regard to its conflicts of laws rules. Any dispute between the parties shall initially be subject to resolution through the management of each party meeting face-to-face. If management is unable to resolve the dispute through such meeting after 60 days, such dispute shall be subject to private, confidential mediation, with one appointed mediator agreed by the parties, and phone participation in mediation, under the dispute resolution procedures of the American Arbitration Association's international division. If not resolved through mediation, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the American Arbitration Association in accordance with its International Arbitration Rules. The number of arbitrators shall be one; the place of arbitration shall be Washington, DC; and the language of the arbitration shall be English.

19. Reservation of Rights

Nothing in this Agreement shall waive or otherwise alter the privileges and immunities to which the Client is entitled under the laws of the United States or any treaty to which the United States is a party.

20. Counterparts

This Agreement may be executed in counterparts, taken together, shall constitute one agreement and each party hereto may execute this Agreement by signing such counterpart.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and delivered by their duly authorized officers as of the Effective Date.

Portland PR Inc.

By: Tim Allan

Title: President

State of Qatar – Government Communications Office

Name: Jassim Al-Thani

Title: Media Attaché

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Exhibit A – Services

I. Description of Services

Provide the Client with communications counsel to support Qatar-US relations. Activities to include:

- Messaging and communications materials for key audiences/stakeholders;
- Briefing papers, Q&A, talking points, and speeches;
- Assist with media relations activities.

In the performance of the Services, Portland shall take instructions only from the individual designated in this Exhibit as "Client Contact," or such persons as the Client Contact may designate in writing. All Portland deliverables shall be made to the Client Contact.

The following individual(s) shall be designated Key Personnel of Portland, and shall be personally and substantially involved in performance of the Services required by this Agreement:

Mr. Noah Black, Partner.

II. Initial Term

July 1, 2018 to December 31, 2018.

III. Contacts

Portland Contact:	
Name	Noah Black
Title	Partner
Telephone	[redacted]
Email	[redacted]

Client Contact:	
Name	Jassim Bin Mansour Al-Thani
Title	Media Attaché
Telephone	[redacted]
Email	[redacted]

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Exhibit B - fees and payment schedule

Fees

Action	Portland Fees
U.S. Communications Support	USD 20,000 per month

Payment schedule

Payment schedule	Amount	Invoice	Payment
1st Installment (Q1 – July to Sept)	USD 60,000	On signature of this Agreement	On receipt of invoice
2nd Installment (Q2 – Oct to Dec)	USD 60,000	Oct 1, 2018	Within 30 days of receipt of invoice

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