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OMB No. 1124-0004; Expires July 31, 2023

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
Mercury Public Affairs, LLC	6170

3. Name of Foreign Principal

Turkey-U.S. Business Council (TAIK)

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? January 1, 2021

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

Please see the attached contract. Registrant provides strategic public relations, government relations, and business consulting and management services to the principal supporting the advancement of bilateral relations and understanding. Registrant is filing this revised Exhibit B to disclose a written agreement with the principal.

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

Please see the attached contract. Registrant provides strategic public relations, government relations, and business consulting and management services to the principal supporting the advancement of bilateral relations and understanding.

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 and dissemination of informational materials.

Please see the attached contract. Registrant provides strategic public relations, government relations, and business consulting and management services to the principal supporting the advancement of bilateral relations and understanding.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged 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, including political activities.

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

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, 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, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to 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	Recipient	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.

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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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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
March 12, 2021	Leonardo Dosoretz	/s/ Leonardo Dosoretz eSigned

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CONSULTING SERVICES AGREEMENT

Turkey-U.S. Business Council (TAIK) ("Client") hereby enters into this Consulting Services Agreement ("Agreement") effective as of January 1, 2021 (the "Effective Date") to retain **Mercury Public Affairs, LLC**, a Delaware limited liability company ("Consultant"), as an independent contractor to perform the services described herein. Client and Consultant may each be referred to as a "Party" herein, and collectively may be referred to as the "Parties".

1. The Services. Client and Consultant agree that Client hereby retains Consultant to render consulting services to the Client as specified on Schedule 1 attached hereto. In addition, subject to any limitations set forth on Schedule 1, Consultant will provide such other reasonable consulting services as the Parties shall mutually agree to in writing (together with the consulting services identified on Schedule 1, the "Services") during the Term (as described below).

2. Payment Terms. Client and Consultant agree that Consultant is entitled to receive and Client shall pay the fees set forth on Schedule 2, which is incorporated at this point, and which may be modified from time to time as mutually agreed to in writing. Payment in full of fees shall be made to Consultant within thirty (30) days after an invoice is rendered. The additional expenses for optional activities and expense which have received prior-confirmation in written form by Client will be billed to the Client and the payment for the mentioned expenses shall be made to Consultant within thirty (30) days after the invoice of expense is rendered. In the event that Client does not pay such fees and expenses per the invoices within the specified timeframe, Consultant may suspend provision of Services until payment is made. All payments made by Client shall be without deduction or offset.

3. Term. The Term of this Agreement shall begin on the Effective Date and will continue in effect until December 31, 2021 (the "Term"). This Agreement terminates automatically on December 31, 2021 unless the Parties to this Agreement agree to extend the Term in writing.

4. Termination. The Client may terminate this Agreement without any cause, at any time upon fifteen (15) days prior written notice (which may be given by email in accordance herewith) to the Consultant. Client shall pay all undisputed fees and expenses through the termination date of this Agreement, with any monthly fees billed on a pro-rata basis through such termination date. Following the date of termination, even if the Consultant continues to render its Services, the Client shall not be liable for any payments or expenses incurred thereafter.

5. Client Contact. Client shall designate to Consultant, from time to time in writing, the primary contact for reporting and billing purposes. Contacts are identified on Schedule 3. Consultant shall keep the primary contact for reporting purposes regularly informed as to the status of the performance of the Services in accordance with this consulting Agreement.

6. Independent Contractor Status. Consultant agrees that it is an independent contractor and not an agent or employee of Client and Consultant will not hold itself out as such an agent or employee. Consultant has no authority or responsibility to enter into any contracts on behalf of

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Client.

7. Confidential Information; Trade Secrets. Trade Secrets shall be defined as information, without regard to form, belonging to the Client or licensed by it including, but not limited to, technical or nontechnical data, methods, techniques, drawings, processes, financial data, financial plans, product plans, or lists of actual or potential customers of suppliers which is not commonly known by or available to the public and which information: (a) derive economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons or entities who can obtain economic value from their disclosure or use; and (b) are the subject of efforts that are reasonable under the circumstances to maintain their secrecy. During the course of the performance of the Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Client identifies in writing or through labeling as being of a confidential and/or proprietary nature to it (the "Confidential Information"). Consultant shall use such Confidential Information and Trade Secrets of the Client solely in performance of its obligations under this Agreement. Information shall not be deemed confidential if such information is: (i) already known to Consultant free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly.

8. Non-Exclusivity; Performance.

(a) Client hereby acknowledges and agrees that Consultant will, during the Term and thereafter, be entitled to perform and render services or conduct operations of a nature similar or dissimilar to the services or operations performed for Client under this Agreement on behalf of itself or other entities in the same or similar business as Client and nothing contained herein will preclude Consultant from doing so. Notwithstanding anything contained in this Section to the contrary, Consultant represents and warrants that throughout the Term it will devote such personnel and resources in the performance of the Services as it deems reasonably necessary to perform such Services hereunder diligently and conscientiously.

(b) Consultant confirms that it is not currently representing or providing professional services to any entity or individual currently identified as a terrorist or terrorist group organization on www.egm.gov.tr. Consultant acknowledges that in the event a person or entity that Consultant represents or provides professional services to is listed in the future on www.egm.gov.tr, the Client reserves its right to immediately terminate this Agreement. Consultant also confirms that during the Term of the Agreement, it shall exert reasonable effort to avoid providing any kind of legal advice or lobbying services that aim to undermine the essential national security interests of the Republic of Turkey, and acknowledges that in the event that Consultant contracts with and is engaged by any terrorist and/or terrorist organization as identified and/or listed by the Government of Turkey at www.egm.gov.tr, the Client shall have right to immediately terminate the Agreement, demand compensation for the material and/or immaterial damages and cease making any additional payments to Consultant after such discovery and Client provides such notice to Consultant.

(c) Consultant acknowledges that its services and operations with third parties will not injure the Client's interests which are pursued with this Agreement.

9. Indemnification. Each Party will indemnify and hold harmless the other Party, its principals, employees, officers and agents, (collectively, the "Indemnified Parties") from and

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against any and all liabilities, losses, claims, demands, actions, judgments, costs and expenses including but not limited to attorneys' fees, arising out of or resulting from any negligence, gross negligence or willful misconduct by the indemnifying Party, its employees, officers, directors and agents. Each Party's indemnification obligations set forth herein are conditioned upon the Indemnified Parties: (i) giving prompt written notice of any claim, action, suit or proceeding for which the Indemnified Parties are seeking indemnity; (ii) granting control of the defense and settlement of the action to the indemnifying Party; and (iii) reasonably cooperating with the indemnifying Party with respect to the defense of the action. Notwithstanding the foregoing, the Indemnified Parties may, at their option and expense, participate in the defense or settlement of any claim, action, suit or proceeding covered by this Section.

10. Foreign Agent Registration Act Compliance.

(a) The Parties acknowledge and agree that this Agreement shall require Consultant to make certain filings in connection with and otherwise comply with the Foreign Agent Registration Act ("FARA"). Consultant shall have the duty and obligation to make any and all necessary filings and report pursuant to FARA in connection with this Agreement.

(b) Client is required to provide to Consultant, immediately upon request, full and accurate details concerning any activities of or information regarding Client in connection with Consultant's compliance with FARA pursuant to this Agreement.

(c) To the extent any filing of Consultant (where such filing includes or should include information related to Client) is audited or reviewed, Client shall cooperate and provide assistance to Consultant in responding to any such investigation in such the manner Consultant elects in its sole and exclusive discretion.

(d) In addition to any other indemnification obligations set forth in this Agreement, an indemnifying Party shall indemnify and hold harmless the Indemnified Parties from and against any and all penalties, fees, damages, liabilities, costs, and claims (including reasonable external attorneys' fees) in connection with FARA which the Indemnified Parties may incur as a result of, related to, or arising out of, the indemnifying Party's failure to: (i) provide complete or accurate information to the Indemnified Parties; (ii) timely provide all requested information; (iii) abide by all applicable laws; or (iv) abide by the terms of this Section.

11. Publicity. Neither Party will use the other Party's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without that Party's prior written approval.

12. Assignment. Neither Party will assign this Agreement or otherwise transfer, subcontract, or delegate any of its rights and/or obligations hereunder without the prior written consent of the other and any attempt to do so will be void.

13. Notices. Any notice or other communication required or which may be given hereunder will be in writing and either delivered personally or mailed, by certified or registered mail, postage prepaid, or sent via email, and will be deemed given when so delivered personally, or if e-mailed 72 hours after the time of e-mailing as follows:

If to Consultant: Mercury Public Affairs, LLC

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509 Guisando de Avila, Suite 100
Tampa, Florida 33613
United State of America
Attention: Bibi Rahim
Telephone: 813-908-1380
Email: DASAccounting@mercuryllc.com

If to Client:

Turkey-U.S. Business Council (TAIK)
River Plaza, Buyukdere Cad. Bahar Sk. No: 13/10
34394 Levent
Istanbul
Turkey
[REDACTED]

Either Party may change the persons and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

14. Governing Law; Venue; Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements negotiated, executed, and performed entirely within the State of New York, without regard to its conflicts of laws rules. All disputes arising out of or in connection with this Agreement shall be adjudicated in a court of competent jurisdiction located in New York County, New York. Client hereby irrevocably consents to and submits to the personal jurisdiction of such courts and waives any defense in the nature of forum non conveniens or like claim related thereto. Without limiting the foregoing, each Party acknowledges that it is hereby waiving any right to have any such dispute resolved by jury trial.

15. No Liability of Consultant. Except to the extent that the Consultant rendered unlawful consultation or provided Services which are contrary to the Law, the Consultant shall bear no liability to Client for loss or damage in connection with advice or assistance by Consultant given in good faith performance of the Services.

16. Dispute Resolution. In the event of any dispute between the Parties to this Agreement concerning the terms of this Agreement or matters related thereto, the Parties will first attempt as a condition precedent to further action to settle and resolve said dispute amicably and by agreement within thirty (30) days of a receipt of notice of a dispute by one Party to the other Party. Each Party shall deal in good faith through representatives authorized and empowered to resolve the dispute. In the event that said dispute cannot be settled and resolved amicably as set out above, said dispute shall be resolved exclusively and finally the then current Commercial Arbitration Rules of the American Arbitration Association and shall be submitted to arbitration in New York City, New York. The arbitrator shall be selected by mutual agreement of the Parties or by the rules of the American Arbitration Association. The costs associated with the arbitration, including the fees and expenses of the arbitrators and legal counsel shall be borne by the Parties as determined and allocated by the arbitrator.

17. General.

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(a) No amendments or modifications shall be binding upon either Party unless made in writing and signed by both Parties.

(b) This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the Parties respecting the subject matter hereof. Notwithstanding the foregoing, nothing herein shall excuse or otherwise affect any payment obligations of Client due to Consultant under any other agreement, and shall not constitute a waiver of any rights by Consultant.

(c) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will be unimpaired, and the invalid, illegal or unenforceable provision will be replaced by a provision which, being valid, legal and enforceable, comes closest to the intention of the Parties underlying the invalid, illegal, or unenforceable provision.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

(e) The Parties hereto agree to perform any further acts and to execute and deliver any further documents which may be reasonably necessary or appropriate to carry out the purposes of this Agreement.

(f) The section headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

(g) Notwithstanding any provision to the contrary in this Agreement, in no event will Consultant be liable to Client (whether for damages, indemnification or any other claim) for an amount greater than the amount of compensation (and not reimbursement for expenses) actually paid to Consultant by Client for the Services.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates noted below.

CONSULTANT:
Mercury Public Affairs, LLC

By:

Name: Morris L. REID
Title: Partner
Date: 1/21/2021

CLIENT:
Turkey-U.S. Business Council (TAIK)

By:

Name: Merih KEPEZ ÖRNEK
Title: DEIK Deputy Secretary General
Date: 01/20/2021

CLIENT:
Turkey-U.S. Business Council (TAIK)

By:

Name: Mehmet Ali YALÇINDAĞ
Title: TAIK Chairman
Date:

[SIGNATURE PAGE TO MERCURY-TAIK CONSULTING SERVICES AGREEMENT]

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SCHEDULE 1

Services

Consultant will provide strategic consulting and management services ("Services") to the Client, including public relations, lobbying, and business diplomacy related to the promotion of general Turkish economic interests. The Ministry of Economy and the Turkish Promotion Group will play an active and direct role in the activities involved, issues advanced, and the Services rendered by Consultant.

Consultant and Client will comply with the provisions of all federal, state and local laws, regulations, and requirements pertaining to the performance of Services under this Agreement.

The content, methodology, and process for the above-mentioned Services will be determined by the Parties through a Statement of Work (SOW), and during the Term of the Agreement Consultant will submit to the Client monthly an action plan regarding the planned Services. Upon written confirmation from the Client, Consultant will execute the Services.

During the Term of the Agreement, Consultant will submit to the Client monthly general assessment reports, including any available results for each Service.

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SCHEDULE 2

Compensation and Expenses

1. For Services identified in Schedule 1, Client will pay Consultant the following fees in U.S. Dollars ($) and according to the following payment schedule:

(a) Payment 1: $200.000,00 for the first payment in January 2021;
(b) Payment 2: $200.000,00 for the second payment in April 2021;
(c) Payment 3: $200.000,00 for the third payment in July 2021;
(d) Payment 4: $200.000,00 for the fourth payment in October 2021; and
(e) Payment 5: $200.000,00 for the fifth payment in December 2021.

2. Consultant will not perform Services until this Agreement is duly signed and executed by Client and delivered to Consultant. Payments shall be made by wire transfers to Consultant's bank per the attached Schedule 4.

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SCHEDULE 3

Contact Information

Turkey-U.S. Business Council (TAIK)
River Plaza, Buyukdere Cad. Bahar Sk. No: 13/10
34394 Levent
Istanbul
Turkey
[REDACTED]

Mercury Public Affairs, LLC
509 Guisando de Avila, Suite 100
Tampa, Florida 33613
United States of America
Attention: Bibi Rahim
Telephone: 813-908-1380
Fax: 813-969-0368
Email: DASAccounting@mercuryllc.com

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SCHEDULE 4

Bank Information for Payments

Below please find our payment instructions for receipt of wires, ACHs or book transfers. The information is as follows:

[REDACTED]

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