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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

African Development Bank (through Mercury International UK Ltd.)

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? 09/01/2021

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

Please see the attached contract. Registrant's services to the Principal include public affairs, digital communications, and government relations services.

Received by NSD/FARA Registration Unit 09/30/2021 4:19:30 PM

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's services to the Principal include public affairs, digital communications, and government relations services.

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's services to the Principal include public affairs, digital communications, and government relations services.

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.

Not applicable

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

Date	Contact	Method	Purpose

Received by NSD/FARA Registration Unit 09/30/2021 4:19:30 PM

Received by NSD/FARA Registration Unit 09/30/2021 4:19:30 PM

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.

Received by NSD/FARA Registration Unit 09/30/2021 4:19:30 PM

Received by NSD/FARA Registration Unit 09/30/2021 4:19:30 PM

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	
September 30, 202	Leonardo Dosoretz	Sign	/s/ Leonardo Dosoretz	eSigned
		Sign		
		Sign		
		Sign		

Received by NSD/FARA Registration Unit 09/30/2021 4:19:30 PM

Received by NSD/FARA Registration Unit 09/30/2021 4:19:30 PM

Mercury.

SUBCONTRACTOR AGREEMENT

This **Subcontractor Agreement** (the "Agreement") is made as of September 1, 2021 (the "Effective Date") by and between **Mercury International UK Limited** ("Company") and **Mercury Public Affairs, LLC** ("Subcontractor"). Company and Subcontractor may each be referred to as a "Party", or together, as the "Parties". The Parties hereby agree as follows:

1. Retention.

(a) Relation to Prime Agreement. The Parties acknowledge that Company has entered into this Agreement with Subcontractor in order to assist with services related to a prime agreement (the "Prime Agreement") between Company and the African Development Bank ("Client").

(b) Services. Company hereby retains Subcontractor to provide the services and/or goods described in Schedule 1 hereto.

(c) Payment. In consideration for services and/or goods rendered, Company shall pay Subcontractor the amount as listed in Schedule 1 for fees and/or out-of-pocket expenses and/or goods purchased, whichever may be applicable, upon receipt of payment from Client for Company's invoices, which include Subcontractor's invoiced charges. No payment will be made to Subcontractor until Company is in receipt of payment from Client for the services covered.

(d) Billing. Subcontractor shall bill Company monthly, prorated over the Term, for any applicable services and/or out-of-pocket expenses and/or goods purchased in accordance with Schedule 1. Subcontractor's address and contact person are listed in Section 10(a) below.

(e) Disputes. Company shall advise Subcontractor of any dispute regarding an invoice within 45 days of receipt.

(f) Ownership of Materials. All materials produced at Company's direction or expense shall be the property of Company.

2. Term. The Term of this Agreement shall begin on the Effective Date and will continue in effect until February 28, 2022. The Term of this Agreement shall automatically continue on a monthly basis thereafter, unless terminated in accordance herewith.

3. Termination. Either Party may terminate this Agreement at any time with or without cause by giving thirty (30) days' prior written notice to the other Party. During the 30-day notice period, Subcontractor and Company shall continue to be bound by the terms of this Agreement, Subcontractor shall continue to provide Company with the services and/or goods specified in this Agreement, and Subcontractor shall be paid in full for all services it performs during such 30-day period.

Received by NSD/FARA Registration Unit 09/30/2021 4:19:30 PM

Received by NSD/FARA Registration Unit 09/30/2021 4:19:30 PM

4. Confidentiality. All information and data, in any form or format, provided by Company to Subcontractor is conclusively deemed to be Confidential Information. Confidential Information will be kept confidential and in the strictest confidence by Subcontractor and its representatives in a commercially reasonable manner, and at least consistent with the same standards and care used by Subcontractor to protect its own confidential information. Subcontractor shall not disclose such information without Company's written permission. Subcontractor may, however, disclose such information to its employees, counsel, and other professional advisors if disclosure is required in connection with Subcontractor's provision of services hereunder, and if said individuals are informed by Subcontractor and made aware of the nature of the Confidential Information and the restrictions on its use. Subcontractor may also disclose confidential information to the extent required by external legal demand through applicable law or judicial or administrative order with prompt and reasonable prior notification thereof to Company. Subcontractor shall not disclose the fact that it is working with Company, or the existence or terms of this Agreement, to any third party, without the written consent of Company.

5. Indemnification; Insurance.

(a) Indemnification by Subcontractor. To the fullest extent permitted by law, Subcontractor shall, at its own expense, indemnify, defend (with counsel reasonably satisfactory to Company), and hold harmless Company and its officers, directors, employees, assigns and agents against any and all claims, liabilities, damages or costs, expenses including but not limited to attorneys' fees and costs, and against any demands, settlements, or judgments whatsoever (collectively, the "Claims") whether they arise before, during or after the performance of services by Subcontractor under this Agreement which arise directly or indirectly from or in connection with, or which are caused, occasioned or contributed to, in whole or in part, or claimed to be caused, occasioned, or contributed to, in whole or in part, through any act, omission, fault or negligence whether active or passive of Subcontractor or anyone acting under its direction, control, or on its behalf or for which it is legally responsible, even if the loss was partially caused by the negligence of Company, unless the claim was occasioned by the sole and exclusive negligence of Company.

(b) Notice. Upon Company's obtaining notice of any actual or possible Claims for which it may be entitled to indemnification, it shall give prompt written notice of the Claim to the Subcontractor. Failure to give such notice by the informed Party shall not constitute a waiver of such Party's right to be indemnified as provided herein.

(c) Insurance. Subcontractor shall maintain, at its sole expense during the Term of the Agreement, workers' compensation insurance as required by law, as well as general liability coverage, sufficient to meet Subcontractor's obligations under this Agreement. It is agreed that the limits of such insurance shall not be deemed to be the limits of Subcontractor's potential liability under this Agreement. Subcontractor may, from time to time, be required to provide additional insurance as deemed necessary by Company.

6. Waiver. The failure of either Party to require the strict performance of any provisions of this Agreement in any one or more instances, or to exercise its rights hereunder or at law or equity,

Received by NSD/FARA Registration Unit 09/30/2021 4:19:30 PM

Received by NSD/FARA Registration Unit 09/30/2021 4:19:30 PM

shall not constitute a waiver or relinquishment of any such provisions or rights, and such provisions and rights shall continue in full force and effect.

7. Inspection. Company may inspect, at the appropriate Subcontractor office, all correspondence, Agreements, books, accounts, and other materials prepared or held by Subcontractor that are directly related to its performance of this Agreement. Inspections may be made during Subcontractor's normal business hours on 3 business days' prior written notice to Subcontractor.

8. Relationship of the Parties. Subcontractor's performance of services under this Agreement shall be undertaken in the capacity of an independent contractor. This Agreement shall not be deemed to create a joint venture, partnership or principal-agent, employer-employee or similar relationship between Company and Subcontractor. Subcontractor shall be solely responsible for obtaining and paying for all insurance coverage (health and workers' compensation) and local, state or federal employment related taxes required by law. Subcontractor is not, and will not claim to be, an employee, joint employee, or agent of Company. No employment agreement between Subcontractor and Company is created by this Agreement or by Subcontractor's provision of services to Company. Subcontractor shall comply with all applicable local, state or federal laws and regulations.

9. Third-Party Agreements. Work assigned to Subcontractor by Company will be completed by Subcontractor. Subcontractor has no authority to enter into third-party agreements on behalf of Company.

10. Survival. The provisions and obligations hereunder shall survive the termination of this Agreement.

11. Miscellaneous.

(a) Notices. All notices required under this Agreement shall be given in writing by email, personal delivery, or certified mail (return receipt requested), addressed as follows:

If to Subcontractor:	Mercury Public Affairs, LLC 509 Guisando de Avila, Suite 100 Tampa, Florida 33613-5235 United States [REDACTED]
If to Company:	Mercury International UK Limited 91 Jermyn Street, 1st floor London, England SW1 6JB [REDACTED]

Notices by email and personal delivery shall be effective when received, and notice by certified mail shall be effective when deposited in the United States mails postage prepaid.

Received by NSD/FARA Registration Unit 09/30/2021 4:19:30 PM

Received by NSD/FARA Registration Unit 09/30/2021 4:19:30 PM

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(c) Amendment. This Agreement may be amended only in writing executed by each of the Parties hereto.

(d) Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between Subcontractor and Company.

(e) Governing Laws. This Agreement shall be governed by and construed under the laws of the State of New York without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of New York. The state and federal courts located in New York County, NY, shall have sole and exclusive jurisdiction over any dispute arising out of or related to this Agreement, and each Party to this Agreement hereby irrevocably consents to the personal jurisdiction of such courts for any dispute and irrevocably waives any objection to the venue of such courts.

[SIGNATURE PAGE FOLLOWS]

Received by NSD/FARA Registration Unit 09/30/2021 4:19:30 PM

Received by NSD/FARA Registration Unit 09/30/2021 4:19:30 PM

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

COMPANY:
Mercury International UK Limited

By: Kirill Goncharenko

Name: Kirill Goncharenko

Title: president

Date: 9/29/2021

SUBCONTRACTOR:
Mercury Public Affairs, LLC

By: Kieran Mahoney

Name: Kieran Mahoney

Title: CEO

Date: 9/28/2021

Received by NSD/FARA Registration Unit 09/30/2021 4:19:30 PM

Received by NSD/FARA Registration Unit 09/30/2021 4:19:30 PM

SCHEDULE 1

Services and Fees

1. Services. Subcontractor's services hereunder (the "Services") shall include coordination with and support of Company's personnel, which may include, but is not limited to, public relations, digital communications, and government relations services within the U.S.

2. Compensation. Subcontractor shall be entitled to receive the fees and compensation as agreed to by the Parties based on usage of the Services.

3. Company may reimburse Subcontractor for reasonable and customary business expenses actually incurred and properly documented. Expenses shall only be incurred and reimbursed with the prior written consent of Company.

Received by NSD/FARA Registration Unit 09/30/2021 4:19:30 PM

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SCHEDULE 2

Subcontractor Information

Legal Entity Name: Mercury Public Affairs, LLC

[REDACTED]

Received by NSD/FARA Registration Unit 09/30/2021 4:19:30 PM