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OMB No. 1124-0004; Expires October 31, 2026

**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

American-Georgia Business Council

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? 12/15/2024

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

Registrant's services are anticipated to include public relations, communications and government relations advice and services, including outreach to US media and government officials



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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.

Registrant's services are anticipated to include public relations, communications and government relations advice and services, including outreach to US media and government officials

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.

Registrant's services are anticipated to include public relations, communications and government relations advice and services, including outreach to US media and government officials

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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 |
|---|---|---|---|

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, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

| Date | Recipient | Purpose | Amount/Thing of Value |
|---|---|---|---|

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 |
|---|---|---|---|
| 01/02/2025 | David Vitter | Sign | /s/David Vitter |
| | | Sign | |
| | | Sign | |
| | | Sign | |

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| Date | Printed Name | Signature |
| --- | --- | --- |
| January 2, 2025 | David Vitter | |
| | | |
| | | |
| | | |

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Mercury.

# CONSULTING SERVICES AGREEMENT

**America-Georgia Business Council** ("Client"), an IRC Section 501(c)(6) nonprofit organization, 1050 Connecticut Ave., NW, Suite 500, Washington, DC 20036, hereby enters into this Consulting Services Agreement ("Agreement") effective as of December 15, 2024 ("Effective Date"), to retain **Mercury Public Affairs LLC** ("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 "Parties."

1. The Services. Client hereby retains Consultant to render consulting services to 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 shall pay the fees and expenses 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 and expenses shall be made to Consultant within thirty (30) days after an invoice is rendered. 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 January 20, 2025 (the "Term").

4. 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.

5. Independent Contractor Status. Consultant 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 Client.

6. Confidential Information; Trade Secrets. 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 nature, or which is otherwise disclosed in such a manner that a reasonable person would understand its confidential nature ("Confidential Information"). Consultant shall use such Confidential Information solely in performance of its obligations under this Agreement. Information shall not be deemed Confidential Information 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; (iii) available publicly; (iv) developed independently by Consultant; or (v) required to be produced by a court of competent jurisdiction, government agency or regulatory body, or by any law, rule, regulation or external legal demand.



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7. Indemnification. Each Party will indemnify and hold harmless the other Party, its principals, employees, officers and agents, (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, actions, judgments, fines, fees, costs and expenses including but not limited to attorney's fees, arising out of or resulting from any breach, 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, provided that no settlement admitting liability or that requires the payment of funds or the granting of legal or equitable relief will be entered into absent mutual agreement of the Parties, which will not be unreasonably withheld; 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.

8. 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.

9. 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.

10. 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, return receipt requested, postage prepaid, or sent via email, and will be deemed given when so delivered personally, or if mailed, five (5) business days after the time of mailing in the United States mail to the address set forth on Schedule 3, or, if by email, three (3) business days after being sent. 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.

11. Governing Law. This Agreement will be governed by and construed in accordance with the law of the State of New York, United States of America, applicable to agreements negotiated, executed and performed entirely within the State of New York, United States of America, without regard to its conflicts of laws rules and both Parties submit to the exclusive personal jurisdiction of the state and federal courts in New York County, NY, and waive any claim of forum non conveniens and objection to venue in said courts.

12. No Liability of Consultant. 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.

13. 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 written notice of a dispute by one Party to the other Party. Each Party



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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 through arbitration as set out in this paragraph 13 and under the following terms and conditions:

(a) All disputes arising out of or in connection with this Agreement shall be finally settled and resolved under the Rules of Arbitration of the International Chamber of Commerce as are at present in force.

(b) Three arbitrators shall be appointed in accordance with said Rules.

(c) The arbitration shall take place in Washington, DC, unless otherwise agreed to in writing by both Parties.

(d) The language of the arbitration shall be English.

(e) Each Party shall produce documents originally drafted in English without translation. Any document drafted in a language other than English must be translated into English and properly certified as accurate, with said translation attached to the original document.

(f) All findings, comments, orders, and the arbitration decision and award itself, in addition to all documents and communications of every sort used in the arbitration, shall be in English.

(g) The arbitrators may award compensatory damages under the terms of this Agreement, but in no event shall the arbitrators award special, consequential, or punitive damages.

(h) Each Party shall initially bear its own expenses, including all costs and attorneys' fees, in connection with presenting its case for arbitration, and the Parties shall share equally in the costs and expenses of the arbitration process itself, including, but not limited to, the cost of the arbitrators. However, in the final award, the arbitral tribunal as described herein shall set and fix the costs of the arbitration and shall decide which Party or Parties shall bear and pay the costs and in what proportions.

(i) Each Party irrevocably waives any right it has or may have to a jury trial concerning any dispute concerning this Agreement.

14. Foreign Agents 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 Agents Registration Act ("FARA"). Consultant shall have the duty and obligation to make any and all necessary filings and reports pursuant to FARA in connection with this Agreement.

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



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(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 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 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.

15. General.

(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.

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

(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 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 do 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.



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*[SIGNATURE PAGE FOLLOWS]*



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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date noted above.

Mercury Public Affairs LLC

By: Jon Reinish
Jon Reinish (Dec 20, 2024 11:57 EST)

Name: Jon Reinish

Title: Partner

Date: 12/20/2024

America-Georgia Business Council

By: M. Tsereteli
M. Tsereteli (Dec 20, 2024 10:00 EST)

Name: M. Tsereteli

Title: President

Date: 12/20/2024



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**SCHEDULE 1**

**Services**

Consultant will provide strategic consulting services ("Services") to Client as follows:

Build Client relationships with and encourage economic development discussions with transition team and incoming administration.

Strategic communications consulting as needed in support of economic development discussions.

No Services are obligated or will be performed until this Agreement is duly executed by Client and returned to Consultant.



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**SCHEDULE 2**

**Compensation and Expenses**

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

$40,000 one-time fee, paid per the terms of Section 2 of this Agreement.

In addition, Client will pay and reimburse Consultant for all reasonable business expense actually incurred in providing the Services, including a filing fee of $305 for registration under FARA.

Consultant shall not be required to incur debt or obligation, and may, within its sole discretion, require Client to pay in advance or directly to a vendor any expense associated with this Agreement or the Services.



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**SCHEDULE 3**

**Contact Information**

| | |
|---|---|
| If to Consultant: | Mercury Public Affairs LLC<br>200 Varick Street, Suite 600<br>New York, NY 10014<br>Telephone: 813-908-1380<br>Email: DASAccounting@mercuryllc.com |
| If to Client: | America-Georgia Business Council<br>Attention: Mamuka Tsereteli<br>1050 Connecticut Ave. NW, Suite 500<br>Washington, DC 20036<br>Telephone: 202-416-1606<br>Email: mtsereteli@agbdc.com |
| For Client Invoices: | Same as above |



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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:

Account Name: Mercury Public Affairs LLC

Account Number: [redacted]

ABA Number: [redacted]

SWIFT Code/BIC: [redacted]

Bank: [redacted]

Bank Address: [redacted]

Bank Contact: [redacted]

Reference: Please include invoice numbers being paid

Email payment details to: [redacted]



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