Received by NSD/FARA Registration Unit 02/15/2024 7:55:54 PM

OMB No. 1124-0006; Expires October 31, 2026

**U.S. Department of Justice**
Washington, DC 20530

# Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Valcour, LLC

2. Registration Number
7373

3. Primary Address of Registrant
1629 K Street NW, Suite 300, Washington, DC 20006

4. Name of Foreign Principal
The Embassy of the Republic of Iraq to the United States

5. Address of Foreign Principal
1801 P Street NW
Washington, DC 20036

6. Country/Region Represented
IRAQ

7. Indicate whether the foreign principal is one of the following:

- [x] Government of a foreign country [1]
- [ ] Foreign political party
- [ ] Foreign or domestic organization: If either, check one of the following:
  - [ ] Partnership
  - [ ] Corporation
  - [ ] Association
  - [ ] Committee
  - [ ] Voluntary group
  - [ ] Other *(specify)* _____
- [ ] Individual-State nationality _____

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

a) Branch or agency represented by the registrant
The Embassy of the Republic of Iraq to the United States (Ministry of Foreign Affairs of the Republic of Iraq)

b) Name and title of official(s) with whom registrant engages
H.E. Nazar Al Khirullah, Ambassador

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.



Received by NSD/FARA Registration Unit 02/15/2024 7:55:54 PM

Received by NSD/FARA Registration Unit 02/15/2024 7:55:54 PM

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

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

| | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes ☐ No ☐ |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes ☐ No ☐ |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes ☐ No ☐ |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes ☐ No ☐ |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes ☐ No ☐ |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes ☐ No ☐ |

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

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Received by NSD/FARA Registration Unit 02/15/2024 7:55:54 PM

Received by NSD/FARA Registration Unit 02/15/2024 7:55:54 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.

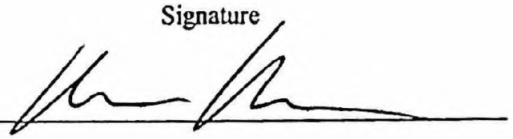
| Date | Printed Name | Signature |
|---|---|---|
| 02/15/2024 | Matthew Mowers | /s/Matthew Mowers |
| | | |
| | | |
| | | |

Received by NSD/FARA Registration Unit 02/15/2024 7:55:54 PM

Received by NSD/FARA Registration Unit 02/15/2024 7:55:54 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 |
|---|---|---|
| 2/12/24 | Matthew Mowers |  |
| | | |
| | | |
| | | |

Received by NSD/FARA Registration Unit 02/15/2024 7:55:54 PM

Received by NSD/FARA Registration Unit 02/15/2024 7:55:58 PM

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 |
|---|---|
| Valcour, LLC | 7373 |

3. Name of Foreign Principal
The Embassy of the Republic of Iraq to the United States

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? 01/16/2024

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

Valcour, LLC will provide strategic consulting services to the Embassy of the Republic of Iraq. For the performance of these services, the foreign principal will pay the registrant a monthly fee of $45,000, plus certain expenses. Note that while the agreement is dated January 16, 2024, it was not executed until February 8, 2024.



Received by NSD/FARA Registration Unit 02/15/2024 7:55:58 PM

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

The registrant will provide the foreign principal with strategic consulting services, including policy advice and outreach to U.S. and state government officials and agencies concerning the bilateral relationship between the Republic of Iraq and the United States.

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.

The registrant's activities on behalf of the foreign principal are expected to include outreach to U.S. and state 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 ☒

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

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 ☒

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.

Received by NSD/FARA Registration Unit 02/15/2024 7:55:58 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.

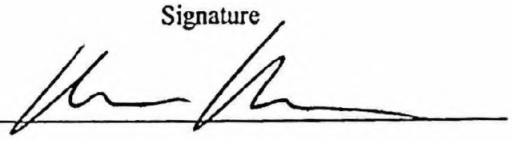
| Date | Printed Name | Signature |
|---|---|---|
| 02/15/2024 | Matthew Mowers | /s/Matthew Mowers |
| | | |
| | | |
| | | |

Received by NSD/FARA Registration Unit 02/15/2024 7:55:58 PM

Received by NSD/FARA Registration Unit 02/15/2024 7:55:58 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 |
|---|---|---|
| 2/12/24 | Matthew Mowers |  |
| | | |
| | | |
| | | |

Received by NSD/FARA Registration Unit 02/15/2024 7:55:58 PM

Received by NSD/FARA Registration Unit 02/15/2024 7:55:58 PM

# CONSULTING AGREEMENT

THIS AGREEMENT ("Agreement"), executed this 16th Day of January 2024, by and between **Valcour, LLC**, a Limited Liability Company with offices at 1629 K Street NW, Suite 300, Washington, DC 20006 ("VALCOUR"), and **The Embassy of the Republic of Iraq**, with offices at 1801 P Street NW, Washington, DC 20036 ("The Embassy"). In consideration of the mutual promises and covenants set forth herein, and intending to be bound hereby, VALCOUR and The Embassy agree to the following terms:

## 1. The Consultant's Duties and Responsibilities

The Embassy does hereby retain VALCOUR to provide strategic consulting services according to the terms set forth in this agreement. VALCOUR will be available for regular in-person meetings with The Embassy, at its request.

## 2. Term of Contract

This agreement will be in effect from February 12, 2024 through February 11, 2025. This agreement can be terminated by either party, within an initial 90-day period, with 30 days written notice being provided to the other party. Any fees and or expenses due at the time of termination will be paid promptly. Either party, with 30 days' notice, provided in writing, may terminate the subsequent agreement.

## 3. Fees

In return for the performance of the services to be provided to The Embassy by VALCOUR, The Embassy agrees to pay VALCOUR a fee of $45,000 per month, payable quarterly in advance by check. In addition, The Embassy agrees to reimburse VALCOUR for all necessary expenses, expenses will require pre-approval from The Embassy before they are incurred. All invoices to The Embassy will detail any expenses incurred, expenses will be invoiced at cost. If services provided to The Embassy by VALCOUR require airline travel, The Embassy agrees that VALCOUR will utilize airfare or private transportation, with pre-approval from The Embassy.

## 4. Notices

Notice of Termination under this Agreement shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the United States mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other.

## 5. Assignment

Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without the prior written consent of the other party.

## 6. Law Governing

Received by NSD/FARA Registration Unit 02/15/2024 7:55:58 PM

Received by NSD/FARA Registration Unit 02/15/2024 7:55:58 PM

This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. In no way does this or any provision herein waive either party's rights to challenge the in personam or subject matter jurisdiction of the court over the parties or matter which may arise.

**7. Attorney Fees**

In the event a suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys' fees.

**8. Presumption**

This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party unless such ambiguity exists such that a court must make such construction.

**9. Severability**

The invalidity or unenforceability of any particular provision of this Agreement shall not invalidate or otherwise affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were eliminated.

**10. Titles and Captions**

All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

**11. Pronouns and Plurals**

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.

**12. Entire Agreement**

This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

**13. Modifications Must Be in Writing**

This Agreement may not be changed orally. All modifications of this Agreement must be in writing and must be signed by each party.

**14. Good Faith, Cooperation and Due Diligence**

The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

**15. Compliance**

Received by NSD/FARA Registration Unit 02/15/2024 7:55:58 PM

Received by NSD/FARA Registration Unit 02/15/2024 7:55:58 PM

VALCOUR complies fully with all laws covering the representation of foreign principals and interests in the US, including but not limited to the Foreign Agents Registration Act (FARA). VALCOUR anticipates that it will register under FARA in connection with the work described in this Agreement, and The Embassy acknowledges and agrees that VALCOUR's compliance with FARA will include public filings with the U.S. Department of Justice that will include the text of this Agreement, information on receipts and disbursements made under this Agreement, and details of certain activities undertaken pursuant to this Agreement.

**16. Counterparts**

This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

**17. Facsimile Signatures**

Facsimile or scanned/email transmission of any signed original document, and the retransmission of any signed facsimile or scanned/email transmission, shall be the same as delivery of the original signed document. At the request of any party, a party shall confirm documents with a facsimile transmitted signature by signing an original document.

IN WITNESS THEREOF, the parties hereto have executed this Agreement in duplicate.

| **VALCOUR, LLC** | **EMBASSY OF REPUBLIC OF IRAQ** |
|---|---|
| By: [signature] | By: [signature] |
| Its: President | Its: Ambassador |
| Date: 02/07/2024 | Date: 02/08/2024 |

Received by NSD/FARA Registration Unit 02/15/2024 7:55:58 PM