U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0004

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://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: http://www.fara.gov/.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Fenton Communications, Inc. 1000 Vermont Ave., NW, Suite 200 Washington, DC 20005	5945
3. Name of Foreign Principal Office of Her Highness Sheikha Mozah Bint Nasser Al-Missned	

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Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Fenton Communications will provide communications services to the Office of Her Highness to support their work to promote educational opportunity internationally.

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

Fenton Communications will provide communications services to the Office of Her Highness to support their work to promote educational opportunity internationally.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Fenton Communications will provide communications services to the Office of Her Highness on how best to build support for educational opportunity internationally.

This work will include reaching out to advocates, advocacy organizations, elected officials and journalists on the issue of international educational opportunity as well as the development of external materials for said audiences on the issue of promoting educational opportunity internationally.

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Date of Exhibit B	Name and Title	Signature
6/8/10	Robert Perez, Senior Vice President	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

FENTON | communications

February 26, 2010

Fenton Communications Contract for the AlFakhoora Campaign

This letter will serve as the agreement for communications services which Fenton Communications will provide to the Office of Her Highness Sheikha Mozah Bint Nasser Al-Missned ("Client", "HHO") for the AlFakhoora Project beginning March 1, 2010 and ending August 31, 2010, to be extended if budget permits.

Fenton agrees to continue providing communications strategy and outreach to support the AlFakhoora project. Specifically, this will include:

- Managing Web site development and ongoing online strategy;
- Developing new online content on a regular basis (no less than once a week);
- Managing related social media sites like Facebook and Twitter, including online campaign ideas;
- Managing translator(s) for translation of content;
- Providing strategic counsel and direction to HHO staff and partner organizations;
- Managing and building ongoing relationships with US students and working with partner organizations to manage other student relationships in Europe and the Middle East;
- Providing ongoing capacity-building to international students, as needed;
- Developing press materials and pitching stories to relevant media outlets on news related to AlFakhoora;
- Developing related materials as needed;
- Travel by necessary senior staff as needed.

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For this work, HHO agrees to pay Fenton an estimated $240,000. Fenton will be paid monthly based on an hourly basis fee. Fenton will submit a detailed timesheet at the end of every month that needs to be approved by HHO before processing. Since the advertising creative concept was paid for as part of our last contract, we will work to ensure that advertising concepts are completed and integrated into our work over the next six months, including working on advertising placement. All costs for ad production and placements will be in addition to the $240,000 for staff time. Payment for each ad must be received prior to Fenton making any advertisement placement. Fenton will charge its standard hourly rates for the services of staff members and representatives as required to carry out the program activities as agreed upon by HHO. Fenton will keep HHO apprised of staff time expenditures on a weekly basis and will alert HHO on a monthly basis when its hourly fees approach $40,000 per month so HHO can adjust and direct Fenton's work as necessary to remain within HHO's $240,000 approved budget. In addition, Fenton will seek prior written approval from HHO before exceeding $40,000 a month in billable hours. Client agrees that Fenton will not perform any work in excess of $240,000 without additional compensation. Fenton will charge a discounted hourly rate for the services of staff members and representatives as required to carry out the program activities, as follows:

- Robert Perez, Senior Vice President: $275/ hour

260 Fifth Avenue, 9th Fl. New York, NY 10001
212.584.5000 fax 212.584.5045 www.fenton.com

- John Gordon, Vice President, Online Services: $250/hour
- Justin Cole, Account Director: $200/hour
- Yasmin Hamidi, Senior Account Executive: $180/hour
- Kara Masi, Web Producer: $150/hour
- Preethi Chethan, Designer: $135/hour
- Ami Watkin, Account Coordinator: $95/ hour

Fenton Communications will perform these services in accordance with the following terms:

1. Fenton will not undertake any major activities or make any commitments on Client's behalf without Client's approval.

2. Fenton will utilize reasonable due diligence to determine if new identity materials, such as designs, logos or taglines, prepared for or on behalf of the Client are not currently in use and/or protected by trademark or copyright.

3. All services provided by Fenton under this agreement shall be for the exclusive use of Client other than for the promotional use of Fenton. All final materials produced and accepted by Client are property of Client upon receipt of final payment of all fees and expenses specified in this Agreement. No authorization is required from Fenton to re-use or reproduce the material. Fenton's promotional use shall include but not be limited to the right to use its work as follows: (i) via online distribution channels for promotional and outreach purposes; (ii) a commercial anthology of Fenton's work; and (iii) via other channels through the universe in all media in perpetuity. Upon payment of all fees and expenses, reproduction rights for all approved final designs created by Fenton for this Project are granted to HHO in accordance with the Scope of Work

4. It is Fenton's duty not to disclose without Client's permission any confidential information during or after Fenton appointment, unless required by law or court order to any third parties. This does not apply to the information already in the public domain or which subsequently comes into the public domain, other than as a result of Fenton neglect. HHO acknowledges Fenton's right to use, as Fenton sees fit any general marketing and advertising intelligence, which Fenton has gained in the course of Fenton appointment. However, data and research as well as other material acquired at Client's expense will remain confidential unless specifically agreed in writing by HHO.

5. All final art and design materials accepted by Client will become the property of Client upon receipt of final payment of all fees and expenses specified in this Agreement. Unless otherwise negotiated between Client and Fenton, all preliminary concepts and visual presentations including, but not limited to, drawings, artwork, and/or print material, source code, graphics, specifications, other materials and intellectual property of any kind in all media, produced by Fenton remain Fenton's property and may not be used by Client without Fenton's written permission. Client shall be entitled to temporary possession of such preliminary and/or draft materials only for the purposes of reproduction after which all materials shall be returned, unaltered, to Fenton.

6. With the exception of source code designed specifically for the Project, all final, accepted materials, including all files, print material and/or online web site materials, png and css files, mpeg and gif images, and flash movies, produced and accepted by Client are property of Client upon receipt of final payment of all fees and expenses specified in this Agreement. At such time, Client shall own the copyright in the final version of such work, with the exception of source code material. Fenton grants Client, at no extra cost, a nonexclusive, nontransferable license to use any source code written specifically for the Project. Fenton expressly reserves the right to perform work for other clients similar to the work, and to incorporate work product (exclusive of any Client confidential information) into its products and work product produced for others. Any work product prepared under the terms of the General Public License or any other Open Source License shall be released to the public and available to the Client according to Fenton's obligations under the Open Source license. Upon completion or termination of this contract, Client reserves the right to make changes to said source code without further compensation to Fenton. Fenton is not responsible for any performance issues after modifications made by Client or third parties.

7. Fenton retains the right to use design concepts not chosen by Client for other Projects unless otherwise negotiated between Client and Fenton. Licensing of original Fenton characters or purchase of any applicable source code must be negotiated and memorialized in writing separately. Fenton will utilize reasonable due diligence to determine if new identity materials, such as designs, logos or taglines, prepared for or on behalf of the Client are not currently in use and/or protected by trademark or copyright.

8. Fenton shall retain all rights and ownership of all preliminary hard copy artwork, drawings, and specifications, for which reproduction rights have been granted for 12 months from the completion of work. Upon expiration of this period, all such materials may be destroyed unless Client has requested, in writing, that they be retained for archival purposes and agrees to pay any necessary and reasonable storage charges. Client shall have reasonable access to all such materials for review. Electronic files will be archived for 12 months from the completion of the work, unless required by Client, in writing, that these be retained in current files. Fenton shall charge Client a reasonable retrieval fee for files retrieved from the archive. All physical advertising and final, accepted concepts, prepared by Fenton, shall become HHO property and Fenton shall not be entitled to destroy physical advertising and final accepted, concepts without HHO's prior written consent.

9. Fenton will charge for out-of-pocket expenses as follows: Fenton will charge $500 per month for the cost of routine printing, faxing, copying, domestic long-distance calls and data plans. A one-time charge of $300 will be made for the use of our vendor-supplied database of reporters and outlets, which Fenton will access on Client's behalf. Fenton will continue to submit the required FARA supplemental statements to their initial registration twice a year (July and January). Each supplemental statement filed incurs an additional $305 charge which will be billed to HHO. At times Fenton may need to consult a lawyer on matters related to filing with FARA. Fenton will get advance written

approval before incurring any legal fees. For major expenses like graphic design, printing, production, room or equipment rentals, etc., we will seek your advance approval and provide an itemized bill. For international travel, HHO will make all arrangements and provide tickets and accommodation. This will include business class tickets for senior-level Fenton employees including Senior Account Executives and above. The accommodation will include hotel room, three meals per day while traveling, laundry charges, internet charges while traveling, international phone call and roaming charges while traveling and transportation. HHO will not cover the cost for alcohol beverages.

10. Routine minor expenses like courier services and international long distance calls will also be billed to HHO. Fenton will seek prior approval from HHO before incurring any expense in an amount of $250 or more. Fenton adds a 15% administrative and bookkeeping charge to all expenses.

11. Fee and expense invoices will be submitted, for which Client agrees to wire payments within 35 days from receipt. If payments are not received within 35 days, Fenton will assess a finance charge of 1.5 percent per month on the unpaid balance and stop work until the invoices are paid. Due to our vendors' billing cycles, you may receive a final invoice from Fenton up to ninety (90) days after the work has been completed.

12. Either party may terminate this agreement by giving the other 30 days prior written notice. A valid cause needs to be provided by either party prior to terminating the contract. Upon termination, the parties shall fully account to each other for all receipts and expenditures incurred as a result of this agreement and shall promptly refund any and all unearned fees and costs computed on the basis of their rates for services and actual costs as of the date of execution of this agreement. Fenton Communications will be paid the full cost incurred as part of services done as per this contract, and in accordance with the hourly rates. HHO shall not pay any further payments.

13. Fenton encourages client to review each of its invoices. Please contact Barrie Koegel with any concerns regarding our invoices or statements as soon as possible after receipt. If Fenton does not hear from you within sixty (60) days after an invoice has been mailed, Fenton will assume that you have no concerns regarding the charges.

14. Fenton Communications and its designees, and their respective directors, officers, partners, employees, vendors, subcontractors, attorneys and agents, shall be indemnified, reimbursed, held harmless and defended from and against any and all claims, demands, causes of action, liabilities, losses and expenses (including, without limitation, the disbursements, expenses and fees of their respective attorneys) that may be imposed upon, incurred by, or asserted against any of them, or any of their respective directors, officers, partners, employees, attorneys or agents, arising out of or related directly or indirectly to this Agreement, where there is no breach of contract and/or negligence or breach of duty on the part of the aforesaid. Fenton is responsible for the content and if there are legal fees each party will pay their own legal fees. The client indemnifies Fenton from any action arising out of any verbal representation about Client, press releases or other written materials, provided Fenton has obtained Client's prior approval

and that Fenton and/or its servants or agents are not in breach of contract and/or in breach of any legal duty towards the Client. This paragraph, insofar as it applies to work undertaken while this agreement is in effect, shall survive the termination of this agreement.

15. In the event of any proceeding against Client by any regulatory agency, whether private or public, or in the event of any court action or self-regulatory action questioning any materials prepared by Fenton on Client's behalf, at Client's request, Fenton shall assist in the preparation of the defense of such action or proceeding and cooperate with Client's attorneys. Client will pay Fenton its usual hourly rates for time expended by Fenton on such assistance and reimburse Fenton for any out-of-pocket costs Fenton incurs in connection with any such action or proceeding

16. Regarding raising funds for the AlFakhoora campaign, funds collected should be directly deposited into the account that HHO has setup for the AlFakhoora campaign (HHO Finance to be of assistance).

17. This agreement shall be governed by the laws of Qatar.

Date: 5/6/10

Barrie Koegel, Director of Operations, Fenton Communications

Agreed to and Accepted:

Date: May 5/10

Al Nowar Al Khulaifi
Deputy Executive Director

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