

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 <http://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 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  Venn Strategies, LLC	2. Registration No.  6110
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3. Name of Foreign Principal  
  
Government of Mongolia

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. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
  
Government and public affairs services.

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

Efforts to educate key stakeholders regarding opportunities for trade and investment in/with Mongolia. Building awareness and recognition of the efforts of the government of Mongolia's leadership and economic, geopolitical and social policy initiatives of importance to the United States.

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.

Outreach and dialogue building with U.S. business and government representatives, facilitation of media education, and engagement with influential third party interests.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature	
October 31, 2013	Stephanie Silverman, Chief Executive Officer	/s/ Stephanie Silverman	eSigned

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.



## CONSULTING AGREEMENT

AGREEMENT between Venn Strategies, LLC ("Venn"), and the Government of Mongolia ("Client"), each a "Party", and together the "Parties."

In consideration of the agreements herein contained, the parties hereto agree as follows:

1. **CONSULTING SERVICES.** Venn hereby agrees to perform consulting services ("Services") during the term of this Agreement. Such Services will include, but not be limited to, efforts to educate key U.S. and international stakeholders regarding the stability and opportunity for foreign investment in Mongolia, as well as to build awareness and recognition of the efforts of the Government of Mongolia's leadership on economic, geopolitical and social policy initiatives important to the United States. Venn's work will include, but not be limited to, outreach and dialogue-building with U.S. business and government representatives; facilitation of media education; and engagement with influential third party interests. Venn may, at its discretion, engage subcontractors to perform such Services inasmuch as Venn deems that such Subcontractors will add value and/or positively affect the outcome of its work for the Client.
2. **TERM OF AGREEMENT.** The initial term of this Agreement shall take place from September 20, 2013 until September 19, 2014. At the end of the initial work period, the Parties may, by written agreement, extend or expand the terms of this contract. After the initial work period, this agreement may be cancelled by either party with 90 days' advance written notice.
3. **COMPENSATION.**
  - 3.1. **Compensation.** Venn will bill the Client a monthly consulting fee of \$45,000, with the first month's pro-rated fee payable by wire not later than September 20, 2013. Thereafter, fees for work will be billed by Venn to the Client at the beginning of each month for services to be performed during that month. Client additionally agrees to reimburse Venn up to \$5,000 per month for out-of-pocket expenses – including but not limited to the cost of domestic and international travel, materials presentation and courier services – incurred in the performance of Services. Beginning October 1, 2013, fees

and expenses shall be payable by the Client by wire transfer not later than the third week of the month in which the fees are billed.

4. CONFIDENTIALITY & NON-DISCLOSURE.

- 4.1. Venn agrees that it will not, except as strictly necessary to perform the Services, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for what reason this Agreement shall terminate, divulge, furnish, make accessible, or permit the disclosure to anyone any knowledge or information of any type whatsoever acquired by Venn in the course of the consultancy, including (but not limited to) knowledge or information relating to the plans, strategies, business or activities of the Client, including business and activities relating to the services rendered under this Agreement, whether disclosed orally or visually to Venn and whether stored on any tangible medium or memorialized by Venn ("Confidential Information").
- 4.2. The term Confidential Information includes all originals, recorded and unrecorded copies of such Confidential Information, as well as information derived therefrom and portions thereof. Such Confidential Information also includes, but is not limited to, all written or audio materials obtained, generated, produced or otherwise acquired during the course of the consultancy, including (but not limited to) any notes, charts, plans, strategies, lists, computer files, electronic mail messages, phone logs or other memoranda, whether handwritten, typed, or otherwise created. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not Venn has been notified that such information is Confidential Information.
- 4.3. The term Confidential Information does not include any information which (i) at the time of disclosure to Venn was or thereafter became publicly available or a matter of public knowledge, without a breach of this Agreement by Venn; (ii) was given to Venn by a third party who is not obliged to maintain confidentiality; (iii) has been independently acquired or developed by Venn without making use of or reference to the Confidential Information; or (iv) was in the possession of or known by Venn prior to this Agreement.
- 4.4. Upon termination of this Agreement for whatever reason or upon breach of any of the obligations set forth in this Agreement, Venn shall return all Confidential Information (as defined above) to Client, regardless of the form in which it appears or is stored (including information stored on tapes, computer discs, compact discs or other media).

4.5. The obligations set forth in this section shall survive indefinitely the termination of this Agreement.

5. OTHER CONSULTING SERVICES. The Parties agree that Venn may provide independent consulting services to any other individuals or entities at Venn's sole discretion.
6. INDEPENDENT CONTRACTOR. Venn shall perform consulting Services pursuant to this Agreement as an independent contractor with respect to the Government of Mongolia, and nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between the Parties.

7. INDEMNIFICATION.

- 7.1. Each Party (the "Indemnitor") agrees to indemnify and hold harmless the other Party (the "Indemnitee") and its officers, employees, and agents from and against any and all liability, costs, damages, or expenses, including reasonable attorneys' fees, incurred by reason of the Indemnitee's performance under this Agreement, unless due to the Indemnitee's negligence or willful misconduct.
- 7.2. The Indemnitor agrees to indemnify and hold harmless the Indemnitee for all costs, damages, or expenses, including reasonable attorneys' fees, incurred by reason of the Indemnitee's assistance with any government inquiry of the Indemnitor.
- 7.3. The obligations set forth in this section shall survive indefinitely the termination of this Agreement.

8. GOVERNING LAW; CAPTIONS. This Agreement contains the entire agreement between the parties and shall be governed by the law of the District of Columbia. It may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. Section headings are for convenience of reference only and shall not be considered a part of this Agreement.

NOTICES. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of Venn, to it at 805 15<sup>th</sup> St NW, Suite 650, Washington, D.C., 20005.

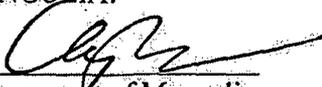
IN WITNESS WHEREOF, the Client and Consultant each have caused this Agreement to be signed by its duly authorized representative as of the day and year first above written.

For VENN STRATEGIES, LLC:

By:   
Stephanie E. Silverman  
Chief Executive Officer

Date: 2013 September 10

For the GOVERNMENT OF MONGOLIA:

By:   
For the Government of Mongolia

Date: 2013 10.25

By: \_\_\_\_\_  
For the Government of Mongolia

Date: \_\_\_\_\_