

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  Sonoran Policy Group, LLC	2. Registration Number  6399
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3. Primary Address of Registrant  
  
PO Box 25378  
Washington, DC 20027

4. Name of Foreign Principal Ali Hadad	5. Address of Foreign Principal Care of Sabrina Ben 63 Rue Pierre Charron 75008 Paris, France
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6. Country/Region Represented  
Algeria

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

- Government of a foreign country<sup>1</sup>
- 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 Algerian

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

- a) Branch or agency represented by the registrant  
N/A
- b) Name and title of official with whom registrant engages  
N/A

<sup>1</sup> "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.

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

a) Name and title of official with whom registrant engages

N/A

b) Aim, mission or objective of foreign political party

N/A

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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.

The Foreign Principal is the co-founder and CEO of BTRHB Group, an Algerian construction company, and former president of the Business Leaders Forum in Algeria.

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

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

N/A





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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.

N/A

**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
July 27, 2020	Christian Bourge	 /s/ Christian Bourge eSigned
_____	_____	 _____
_____	_____	 _____
_____	_____	 _____



## INTERNATIONAL CONSULTING AGREEMENT

This **CONSULTING AGREEMENT** (this "Agreement") is made this 26th day of July, 2020 (the "Effective Date"), by and between the Sonoran Policy Group, LLC, an Arizona corporation ("Consultant"), and Sabrina Ben ("Client").

Consultant and Client agree as follows:

1. Duties. Consultant will provide business and personal advisory services for Ali Hadad, an Algerian citizen, on behalf of the Client, and will perform additional duties on an agreed-upon basis. Consultant shall act solely as an independent contractor, not as an employee or agent of Client. Accordingly, Client will not exercise control over the manner, time, or place in which any services rendered by Consultant or its members, officers, agents and, employees are performed. Unless specifically authorized in writing, Consultant agrees not to enter into any agreement on behalf of Client and agrees that it shall not represent to any third party that it has authority to enter into such an agreement. Consultant acknowledges that it will not be eligible for any Client employment benefits currently provided to employees of Client.

2. Compliance with Applicable Laws and Regulations. All services rendered the Consultant in the term of this Agreement will be conducted in accordance with all applicable laws and regulations.

3. Term; Termination. The term of this Agreement commences on the Effective Date and continues thereafter until July 25, 2021 or until terminated as provided in this Section 3 (the "Term"). This Agreement may be terminated by either party, in such party's sole and absolute discretion, without cause, by providing at least thirty (30) days' prior written notice. The termination of this Agreement shall not release either party from any obligation or liability to the other party, including any compensation earned by Consultant through the date of such termination.

4. Compensation. Client shall pay Consultant Ten Million U.S. Dollars (\$10,000,000.00) via wire transfer to Consultant's designated wire transfer account (the "Compensation") for the payment of this Agreement. The information required for such transfers has been provided by Consultant to Client prior to, or with, the execution of this Agreement. In addition to the Compensation, Client shall reimburse Consultant for all reasonable and customary out-of-pocket and travel expenses incurred by Consultant in connection with performance of this Agreement.

5. Confidentiality. From time to time during the Term of this Agreement, either party (as the "Disclosing Party") may share or make available to the other party (as the "Receiving Party") information about its business affairs or other confidential, non-public or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 5 by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from



a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction. The Receiving Party shall: (A) protect the confidentiality of the Disclosing Party's Confidential Information with a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives in the exercise of its rights or performance of its obligations under this Agreement. The obligations with respect to Confidential Information in this Section 5 shall continue during the Term and for a period of five (5) years thereafter.

6. Limitation of Liability. In no event shall Consultant or any of its representatives be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, and/or in connection with any breach of this Agreement, regardless of: (i) whether such damages were foreseeable, (ii) whether or not it was advised of the possibility of such damages and (iii) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. Further, in no event shall Consultant's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amount paid to Consultant pursuant to this Agreement in the twelve (12) month period preceding the event giving rise to the claim. Notwithstanding anything to the contrary in this Section 6, the limitation of liability shall not apply to (i) liability resulting from Consultant's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Consultant's acts or omissions. This Section 6 shall survive indefinitely the expiration or termination of this Agreement.

7. Indemnification. The Client shall indemnify, defend and hold harmless, Consultant and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, the "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by the Indemnified Parties (collectively, "Losses"), arising out of or related to any third-party claim alleging: (i) breach of this Agreement by Client or its personnel; (ii) any negligent or more culpable act or omission of Client or its personnel in connection with the performance of Client's obligations under this Agreement; or (iii) any failure by Client or its personnel to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Agreement. This Section 7 shall survive indefinitely the expiration or termination of this Agreement.

8. No Assignment; Successors and Assigns; No Third Party Beneficiaries. Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express



written consent of the other party. This Agreement inures to the benefit of the parties and each party's respective successors and permitted assigns. The parties do not confer any rights or remedies upon any person other than the parties to this Agreement and their successors and permitted assigns.

9. Notices: Any notice required or permitted by this Agreement shall be in writing and shall be deemed given (i) on the date of delivery, when delivered personally or by overnight courier, or (ii), 48 hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the party to be notified at such party's address below. Any notice address set forth below may be subsequently modified by the applicable party by written notice to the other party.

**If to Consultant:**

Sonoran Policy Group, LLC  
Attn: Christian Bourge  
Chief Operating Officer  
P.O. Box 25378  
Washington, DC 20027

**If to Client:**

Sabrina Ben  
63 rue pierre charron  
75008 Paris, France

10. Amendment; Entire Agreement. This Agreement may be changed only by a written agreement signed by each party. This Agreement contains the entire understanding between the parties relating to the subject matter contained herein and supersedes all prior written and oral communications between the parties.

11. Severability. The invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement.

12. Waiver of Jury Trial. Each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to this Agreement.

13. Governing Law; Forum Selection. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the District of Columbia, without regard to applicable principles of conflicts of law or choice of law. To the extent Client is a non-US government or non-US governmental entity, Client waives any claim to sovereign immunity. Each of the parties irrevocably consents to the exclusive jurisdiction and venue of the courts located in the District of Columbia, in connection with any matter based upon or arising out of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same original. Electronic or PDF signatures shall be deemed originals.

*[Signature page follows.]*

SB



The parties hereto have executed this Agreement as of the Effective Date.

**CONSULTANT:**

**SONORAN POLICY GROUP, LLC**

By: Robert Stryk

Name: Robert Stryk

Title: Founder and Executive Chairman

**CLIENT:**

**SABRINA BEN**

By: Sabrina Ben

Name: Sabrina Ben

Title: Senior Advisor to Ali Hadad