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OMB No. 1124-0004; Expires July 31, 2023

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
Glover Park Group, LLC	5666

3. Name of Foreign Principal

Republic of Côte d'Ivoire

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? 9/18/2020

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

The registrant will act as an advisor to the Presidency of the Republic of Côte d'Ivoire on government affairs and communications matters.

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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.

The registrant will act as an advisor to the Presidency of the Republic of Côte d'Ivoire on government affairs and communications matters.

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.

Some of the registrant's activities may include contact with U.S. Government officials as well as public relations efforts.

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

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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
		Total	

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 in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

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	
October 02, 2020	Joel Johnson	Sign	/s/ Joel Johnson	eSigned
		Sign		
		Sign		
		Sign		

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GPG

CONSULTING AGREEMENT

This Consulting Agreement ("**Agreement**") is made as of the 18th of September, 2020, between the Presidency of the Republic of Côte d'Ivoire (the "**Presidency**") with offices at Esplanade du palais, Abidjan, Côte d'Ivoire, and The Glover Park Group, LLC ("**GPG**"), a government affairs and communications company with offices located at 1025 F Street, NW, 9th Floor, Washington, DC 20004, United States of America.

RECITALS

A. GPG has experience in government affairs, communications and advisory services;

B. The Presidency desires to engage the advisory services of GPG, and GPG desires to provide advisory services to the Presidency upon the terms and conditions below.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Advisory Duties**. GPG will act as an advisor to the Presidency of the Republic of Côte d'Ivoire on government affairs and communications matters. GPG will assist the Presidency on the activities set forth in **Exhibit A** on a reasonable best effort basis.

2. **Term**. GPG's duties under this Agreement shall commence on September 14, 2020 and continue until December 15, 2020; *provided* that the parties may renew this Agreement for an additional time period as may be further agreed.

3. **Independent Contractor Status**. It is understood that GPG is an independent contractor and is not an employee or partner of the Presidency and shall not hold itself out to the public as an employee or partner of the Presidency. The Presidency will not provide, nor will it be responsible to pay for, any benefits for GPG.

4. **Employees of Independent Contractor**. GPG may, in its sole discretion, hire as many employees, contractors or other persons as it requires in order to fulfill its obligations under Section 1 of this Agreement. The Presidency will be advised of the employment or hiring by GPG of such persons. Such persons shall not be deemed employees of the Presidency unless specified otherwise. If such persons are employees of GPG, then GPG shall be solely responsible for all necessary insurance and payroll deductions for such persons, including, but not limited to, federal, state, and local income taxes, Social Security taxes, unemployment compensation taxes, and workers' compensation coverage, and any other fees, charges or licenses required by law. If such persons are contractors of GPG, then the independent contracting relationship shall be established between such contractor and GPG exclusively, and GPG shall be responsible for directing the duties of such contractor.

5. **Business of Independent Contractor**. GPG may engage in any other business that it desires and is not required to devote all of its energies exclusively for the benefit of the Presidency.

6. **No Solicitation**. During the term of this Agreement and for a period of one year after its termination, the Presidency will not for its purposes or on behalf of any party or any of its affiliates, employ, take away or attempt to employ or take away any GPG employee which the Presidency becomes aware of because of such employee's provision of Services under this Agreement, unless the Presidency has received the prior written approval of GPG. This shall not apply to responses by any GPG employee to any advertising or other.

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7. **Discrimination**. No person on the ground of handicap, race, color, religion, sex, sexual orientation, age, or national origin, will be excluded from participating in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of GPG. GPG shall, upon request, show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants, notices of non-discrimination.

8. **Compensation**.

   a) **Monthly Fee**. To secure GPG's involvement in providing the Services described above, the Presidency shall pay GPG a total fee of $303,188, upon receipt of invoice, in two installments. The first installment of $179,000 shall be billed upon commencement of the engagement and the second installment of $124,188 shall be billed in November 2020.

   b) **Additional Fees**. The Presidency shall also pay GPG, upon receipt of invoices from GPG (i) for the costs of all approved production and research projects, such amounts based on the budgets set forth for such projects, (ii) for the costs of all approved website development, start-up and ongoing maintenance fees, such amounts based on the budgets set forth for such projects, and (iii) for the development, production, and placement of paid advertisements, the standard GPG commission on media buys, which commission is 15% of the gross media spend.

9. **Invoices; Payments Thereof**. GPG will submit invoices to the Presidency for costs incurred under the terms of this Agreement. Upon receipt of invoices, payment will be made to GPG.

10. **Disclosure and Confidentiality**. All non-public information marked as such and given to GPG by the Presidency will be considered confidential information and shall be maintained as such by GPG until the same becomes known to third parties or the public without release thereof by GPG, or unless GPG is otherwise ordered by a court of law or governmental authority to release such information, *provided*, that in such instance, GPG shall notify the Presidency as promptly as possible of such obligation to release confidential information. GPG shall take all necessary steps to safeguard the confidentiality of such material or information. GPG will give the Presidency notice as set forth herein before making such disclosure of non-public information. Further, GPG agrees to inform the Presidency immediately upon receiving reason to believe that persons or entities are seeking to obtain any confidential information from GPG.

11. **Legal Filings**. It is understood that GPG may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of the Presidency and thereafter will be required to file the reports required by FARA, detailing its lobbying activities on the Presidency's behalf. It is further understood that GPG will comply with all Federal statutes, regulations and ethics rules, governing its activities on behalf of the Presidency, with the United States Congress and Federal Executive Branch departments and agencies.

12. **Governing Law**. This Agreement shall be subject to and governed by the laws of the District of Columbia, without regard to the conflict of law provisions thereof. Any dispute regarding the terms of this Agreement shall be brought in district or federal courts located in the District of Columbia.

13. **Termination of Agreement**. This Agreement shall terminate on December 15, 2020, subject to the right of either party to terminate this Agreement without cause for any reason with 30 days prior written notice, and such termination shall not be deemed a breach by the other party. In the case of a material breach by the other party, this Agreement may be terminated immediately. Following any termination (whether or not for cause), the Presidency shall remain liable and shall pay GPG for all fees accrued and for all expenses incurred in accordance with this Agreement up to the date of termination as well as all amounts that GPG is obligated to pay to third parties pursuant to non-cancelable agreements GPG has entered into in performance of this Agreement.

14. **Survival**. Sections 6, 10, 11, 12, 14, 16, 18, 19, 21, and 22 shall survive the termination of this Agreement.

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15. **Waiver**. The waiver by either party of any covenant, obligation or breach of this Agreement shall not operate as, or be construed as, a waiver of any other such covenant, obligation or breach hereof.

16. **Modification**. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.

17. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Presidency and GPG regarding the matters related hereto.

18. **Severability**. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

19. **Indemnification**. (a) Each party agrees that it will indemnify and hold harmless the other party, its officers, employees, agents, subsidiaries and affiliates, and the officers, employees and agents of such affiliates, from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable attorney's fees) (collectively, "Claims") incurred which are related to or arise out of or are in connection with any actual or alleged violation or breach of the terms of this Agreement; and (b) the Presidency agrees that it will indemnify and hold harmless GPG from any Claims brought by third parties arising out of or in connection with GPG's performance of this Agreement; provided that the Presidency shall not be obligated to indemnify GPG if such Claim results from negligence on the part of GPG. In the case of any negligent action on the part of GPG, GPG agrees that it will indemnify and hold harmless the Presidency from any and all Claims arising out of or in connection with such negligence. The obligations in this Section 19 are in addition to any liability which an indemnifying party may otherwise have, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the indemnified party.

20. **Headings**. The headings are inserted for convenience only and shall not be considered when interpreting any of the provisions or terms hereof.

21. **Notices**. Whenever notices are required to be given under this Agreement, such notices shall be sufficiently given or made if in writing and sent by certified mail, return receipt requested, addressed as follows:

    In the case of GPG:

    The Glover Park Group, LLC
    Attn: Michele Soho, Chief Operating Officer
    1025 F Street NW
    9th Floor
    Washington, DC 20004
    United States of America

    In the case of the Presidency:

    Presidency of the Republic of Côte d'Ivoire
    Attn: Mr. Patrick Achi, Secretary General
    Esplanade du palais
    Abidjan
    Côte d'Ivoire

Either party may change the address above by giving notice to the other party pursuant to this Section 21.

22. **Counterparts; Electronic Signatures**. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the

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same instrument. Signatures via facsimile or other electronic means are deemed to have the same force and effect as an original signature.

[Signatures follow on the next page]

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In witness whereof, each of the parties hereto has caused its duly authorized representative to sign and accept this Agreement.

THE GLOVER PARK GROUP, LLC

By: _____
Michele Soho
Chief Operating Officer

Sep 18, 2020
(DATE)

PRESIDENCY OF THE REPUBLIC OF CÔTE D'IVOIRE

By: _____

(DATE) 02 OCT 2020

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EXHIBIT A
Activities

The Glover Park Group, LLC will provide government affairs and communications services and support ("**Services**") to the Presidency of the Republic of Côte d'Ivoire with regard to its relations with the United States and other relevant Anglophone countries; and

Other services agreed to by both parties and directed by the Presidency.

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