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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
Nelson Mullins Riley & Scarborough, LLP	5928

3. Name of Foreign Principal
Government of the People's Republic of Bangladesh

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? 04/17/2023

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

Registrant proposes to counsel the Foreign Principal on relations with the United States Government, non-governmental organizations, and the press.

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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.

Registrant will provide research, government relations and strategic consulting services on behalf of the foreign principal within the United States, Registrant may provide advice regarding communications with Legislative and Executive Branches of the U.S. Government to advance the bilateral relationship between the U.S. and the Government of the People's Republic of Bangladesh.

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.

See Appendix for Response

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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.

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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
04/19/2023	Craig Metz	/s/Craig Metz

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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
April 19, 2023	CRAIG METZ	

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Appendix
Response to Item 10

Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. 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.

Registrant may provide counsel to the Government of the People's Republic of Bangladesh on matters relating to strategic communications and government relations services.

Registrant's activities on behalf of the Foreign Principal may include communications with Members of Congress and Congressional staff, Executive Branch officials, the media, and with other individuals and organizations involved In governmental and public policy matters.

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NELSON MULLINS

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

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April 17, 2023

Ministry of Foreign Affairs
Government of the People's Republic of Bangladesh
ATTN: His Excellency Ambassador Masud Bin Momen
Foreign Secretary, Ministry of Foreign Affairs
Segunbagicha, Dhaka 1000, Bangladesh

RE: Representation of the People's Republic of Bangladesh

Your Excellency:

We are pleased that you have asked Nelson Mullins Riley & Scarborough LLP ("Nelson Mullins" or "Firm") to continue to represent the Ministry of Foreign Affairs, People's Republic of Bangladesh ("Client") in the United States and before the United States Government. This letter will confirm Client's engagement of Nelson Mullins and will describe the basis on which we will provide services to Client.

Scope of Representation

We will provide advice and assistance to support Bangladesh's diplomatic activities in the United States, including advancement of bilateral relations between Bangladesh and the United States. We will devote our best efforts to representing you and, in doing so, we will strictly adhere to both legal and ethical obligations of our profession, including those set forth in the Rules of Professional Conduct of the District of Columbia Bar.

The Firm's legal obligations include the requirement that we register as a foreign agent working on your behalf under the Foreign Agents Registration Act (FARA). When we are engaged and the initial payment is made to the Firm, but before engaging in any FARA-registrable activities on Client's behalf, a copy of this engagement letter will be filed with the U.S. Department of Justice.

The Firm also has legal obligations to comply with certain U.S. criminal and regulatory requirements, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, and U.S. economic sanctions laws, rules and regulations. Client acknowledges Firm's obligations in this regard and agrees not to take any action in the

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course of its relationship with Firm that would cause Firm to violate applicable U.S. laws, rules or regulations regarding anti-corruption and U.S. economic sanctions. Moreover, Client agrees to immediately notify Firm if Client receives information raising concerns regarding violation of applicable U.S. laws, rules and regulations in the context of its relationship with Firm.

The services that Nelson Mullins is providing Client, pursuant to this agreement, are government relations services. The government relations services are not legal services and the protection of the attorney/client relationship does not exist with respect to these services.

Fees and Expenses and Term of Engagement

The term of this Agreement is February 1, 2023 to January 31, 2024. Subject to the terms of this paragraph, Client will pay Nelson Mullins a monthly retainer fee of US$20,000, payable every three months, in advance. The initial payment will be US$60,000 to cover fees for the first three months of engagement

This Agreement may be terminated by any party for any reason with a thirty (30) day written notice to the other party.

The foregoing fee is inclusive of all expenses that the Firm may incur, except travel expenses for travel approved in advance and in writing by the Client.

All payments shall be preceded by an invoice from the Firm.

This Agreement will not become effective until it is signed and dated by both parties, and the initial payment of US$60,000 has been made.

The Firm may recommend, and Client may separately and directly engage, other firms and consultants to assist in our representation on an as needed basis. By written amendment to this engagement letter, the associated fees shall be added on a mutually agreed case-by-case basis.

Indemnification

To the extent not covered by Firm's insurance, Client agrees to defend, indemnify, and hold harmless the Firm from any and all liabilities, losses, claims, damages, demands, suits, causes of actions, judgements, costs or expenses (including attorneys' fees and disbursements) resulting from any damage or injury caused by Client's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law, or any property damage, personal injury or death caused by Client's actions. The Firm shall have the right to approve any counsel retained to defend any demand, suit, investigation, or cause of action in which Firm is a defendant or target, such approval not to be unreasonably withheld. Client agrees that the Firm shall have the right to control and participate in the defense of any such demand, suit, investigation or cause of action

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concerning matters that relate to the Firm and that such matters will not be settled without the Firm's consent, which consent shall not be unreasonably withheld.

To the extent not covered by Client's insurance, the Firm agrees to defend, indemnify, and hold harmless Client from any and all liabilities, losses, claim, damages, demands, suits, causes of actions, judgments, costs, or expenses (including attorneys' fees and disbursements) resulting from any damage or injury caused by the Firm's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law or any property damage, personal injury or death caused by the Firm's actions. Client shall have the right to approve any counsel retained to defend any demand, suit, investigation, or cause of action in which Client is a defendant or target, such approval not to be unreasonably withheld. The Firm agrees that Client shall have the right to control and participate in the defense of any such demand, suit, investigation or cause of action concerning matters that relate to Client and that such matters will not be settled without Client's consent, which consent shall not be unreasonably withheld.

Conflicts

The Firm represents that this engagement and the Firm's other client engagements do not represent a conflict of interest within the meaning of Rules 1.7-1.9 of the Rules of Professional Conduct of the District of Columbia Bar, or otherwise conflict with Firm's faithful representation of Client under this engagement letter. The Firm shall promptly disclose to the Client any actual or apparent conflicts of interest that arise in the course of any engagement undertaken by the Firm.

Confidentiality

The Firm agrees that all documents, information, or communications (whether verbal or recorded) exchanged between the Firm and the Government of Bangladesh (including Bangladesh's officers, employees, contractors, or attorneys), and any information generated or received by the Firm in the course of performance of this engagement, are confidential, and will not be disclosed by the Firm to any person except as authorized by Client, or as required by law. The Firm agrees that the Firm will not use any confidential information for any purpose other than performance of this engagement.

The Firm shall take all steps necessary to protect confidential information from release or disclosure, and such steps as are necessary to preserve applicable privileges, including the attorney-client and attorney work product privileges, and the protections afforded to documents of a diplomatic mission as described in the Vienna Convention on Diplomatic Relations, 1961.

This provision shall survive expiration of this engagement.

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Severability and Savings Provision

The Firm and the Client desire that this Agreement be enforced to the greatest degree possible. If any part of this Agreement is held to be unenforceable, void, overly burdensome or invalid, then the remaining parts shall continue to be valid and enforceable as though the invalid portions were not a part.

No Waiver

These limitations form a separate and independent agreement which survives termination of the underlying contract between the Client and the Firm.

The failure of the Client or the Firm to insist on strict performance of this Agreement in any instance shall not be deemed a waiver or relinquishment of its right to seek strict performance and the Agreement shall continue in full force and effect.

Nothing in this engagement letter shall waive or alter the privileges and immunities to which the Republic of the Bangladesh is entitled under the laws of the United States or any other jurisdiction.

Disputes

Any controversy or claim arising out of or relating to this engagement letter, or the breach thereof, shall be settled exclusively by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Survival

All the warranties and representations contained in this Agreement shall survive termination of this Agreement.

Entire Understanding

This Agreement contains the entire understanding between the parties with respect to this subject matter and supersedes all prior and contemporaneous understandings relating to this subject matter. No amendment, modification or waiver of this Agreement may be accomplished without a written instrument signed by both parties.

Once again, we are pleased to have this opportunity to serve you. Please indicate the Client's acceptance of these terms and conditions by signing a copy of this letter and returning it to me with the full retainer payment.

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Very truly yours,

Name: Christopher T. Cushing

April 17, 2023
Date

By: _____

Name: Ambassador Masud Bin Momen

Title: Foreign Secretary (Senior Secretary), Ministry of Foreign Affairs,
Government of the People's Republic of Bangladesh

Date: 17 April 2023

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