Received by NSD/FARA Registration Unit 03/25/2022 9:13:22 AM

OMB No. 1124-0006; Expires July 31, 2023

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
Scribe Strategies & Advisors, Inc.

2. Registration Number
6305

3. Primary Address of Registrant
1050 Connecticut Avenue, NW, Suite 500, Washington, DC 20036

4. Name of Foreign Principal
The Government of the Democratic Republic of the Congo, Ministry of Communications and Media

5. Address of Foreign Principal
83, Avenue Tabu-Ley
Gombe-Kinshasa
CONGO, DEMOCRATIC REPUBLIC OF THE

6. Country/Region Represented
CONGO, DEMOCRATIC REPUBLIC OF THE

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

- [x] Government of a foreign country [1]
- [ ] 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 _____

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

a) Branch or agency represented by the registrant
Ministry of Communication and Media

b) Name and title of official with whom registrant engages
Nicolas Lianza Likwale, Director of the Cabinet

1 "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

b) Aim, mission or objective of foreign political party

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.

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 ☐

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

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.

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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.

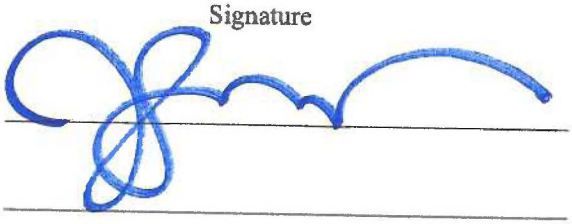
Date	Printed Name	Signature
03/25/2022	Steve Cornacchio	/s/Steve Cornacchio
03/25/2022	Joseph Szlavik	/s/Joseph Szlavik

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Date	Printed Name	Signature
3/24/22	Joseph Szabo	

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EXECUTION

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3/24/22	Steven Cornacchio	

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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
Scribe Strategies & Advisors, Inc.	6305

3. Name of Foreign Principal

The Government of the Democratic Republic of the Congo, Ministry of Communications and Media

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? 03/14/2022

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

Registrant will provide principal with advocacy services relative to U.S.-DRC bilateral realtions

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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.

Scribe Strategies & Advisors, Inc. will work to enhance U.S. - DRC bilateral relations, strengthen democratic institutions and rule of law, and advance economic growth in the DRC.

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.

Activities will include advising, counseling, and assisting the foreign principal in communication with U.S. government officials, U.S. business entities, and non-governmental audiences.

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

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

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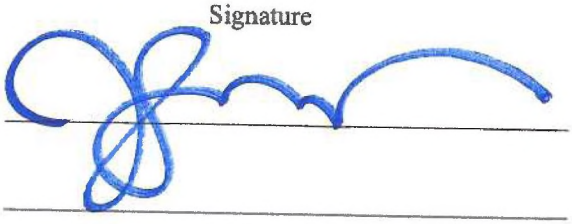
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Professional Services Agreement

I. TERMS OF THE AGREEMENT

Pursuant to the discussions we have had to date, we are submitting for your approval terms of a working agreement (this "Agreement") between the Government of the Democratic Republic of the Congo, Ministry Of Communications and Media (hereinafter referred to as "the Client") and Scribe Strategies & Advisors, Inc ("Scribe").

The terms of this Agreement are as follows:

A. Legal Authority

This Agreement shall be governed by the laws of the United States of America, including the Foreign Agents Registration Act ("FARA") and the regulations of the Office of Foreign Asset Control ("OFAC"), and of the District of Columbia, Washington, D.C. without regard to conflicts of laws, rules or provisions.

With respect to any suit, action or proceeding relating to this Agreement, each party hereby irrevocably submits to the exclusive jurisdiction and venue of courts of the District of Columbia and the United States District Court for the District of Washington, located in Washington D.C., USA.

Both parties represent and warrant that they are fully authorized to enter into this Agreement, and in the case of signatories agreeing on behalf of organizations, to bind the organization to the terms of this Agreement. This Agreement constitutes and creates a legally binding and enforceable obligation on the part of the parties hereto.

The parties acknowledge and agree that Scribe is an independent contractor and not an agent or employee of the Client and that Scribe will not hold itself out as such an agent or employee. Scribe has no authority or responsibility to enter into any contracts on behalf of the Client or to bind the Client in any manner whatsoever, absent express written consent of the Client. Scribe shall bear no liability to the Client for loss or damage in connection with advice or assistance by Scribe given in good-faith performance of the services set forth in this Agreement, and neither makes any representations or warranties other than as expressly set forth in this Agreement nor is providing any assurances or guaranty regarding any results or performance with respect to the services performed hereunder.

Scribe agrees to abide by every applicable law or regulation covering lobbying for a foreign entity during the implementation of this Agreement. Scribe shall be solely responsible for the acts of its employees, representatives and/or agents and shall indemnify, defend and hold the Client harmless from any claims, damages, liabilities, judgments, fines, assessments and/or other losses and expenses (including reasonable attorneys' fees) ("Claims") which arise from (i) said acts or (ii) breach of any terms of this Agreement; provided however, Scribe shall have no responsibility for any Claims to the extent they are attributable to the acts or omissions of Client or any of Client's affiliates, agents, representatives, directors or officers. Scribe shall be responsible for notifying the Client of any potential conflicts between its representation of the Client and any other party.

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The Client has no authority to bind Scribe in any matter whatsoever, absent the express written consent of the Scribe. The Client shall be solely responsible for the acts of its employees, representatives and/or agents and shall indemnify, defend and hold Scribe harmless from any Claims which arise from (i) said acts or (ii) breach of any terms of this Agreement; provided however, Client shall have no responsibility for any Claims to the extent they are attributable to the acts or omissions of Scribe or any of Scribe's affiliates, agents, representatives, directors or officers.

B. Scope of Subject Matter

Scribe agrees to provide the Client with government affairs representation and strategic consulting with regard to the U.S. government as well as any other matters mutually agreed upon by the parties in writing. Scribe will endeavor to pursue the following goals and services:

(a) ensuring that Democratic Republic of the Congo's interests are met with regard to bilateral relations with the United States; and

(b) increase U.S. trade and investment; and

(c) enhance the Democratic Republic of the Congo's profile in the United States; and

(d) providing advice, counsel, and consultative services with regard to communications and news media, including social media; and

(e) assisting in educational efforts with regard to the Democratic Republic of the Congo's; and

(f) such other reasonable services that the Client shall from time to time assign to Scribe and agreed to in writing by Scribe.

The parties hereto acknowledge that Scribe shall not be required to devote its full business time to the services to be provided hereunder. Client acknowledges and agrees that nothing in this Agreement shall obligate Scribe to provide the services to Client on an exclusive basis and that nothing in this Agreement shall be deemed to restrict or limit Scribe in any way in providing similar services to third parties unaffiliated with Client, subject however to compliance with Paragraph II with respect to Client's Confidential Information.

II. CONFIDENTIALITY

A. General Provisions

Except for as described in Paragraph II.B. of the Agreement, the Client and Scribe recognize that the subject matter of this Agreement requires the highest degree of confidentiality. Each party acknowledges its responsibility, both during and after the term of this Agreement, to use all reasonable and legally permissible efforts to preserve the proprietary or confidential information developed by the other party or disclosed by the other party.

"Confidential Information" as used herein means any information which the disclosing party considers proprietary or confidential and either identifies in writing or orally to be confidential or proprietary or, from all the relevant circumstances should reasonably be assumed by receiving party to be confidential and proprietary to the disclosing party, but shall not include (i) information which at the time of disclosure was already in the public domain; (ii) information which subsequent to disclosure is made public through no fault of the receiving party; (iii) information which was lawfully in the receiving party's possession prior to disclosure by the

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disclosing party, developed by it without access to or use of any of the disclosing party's confidential information; or (iv) information lawfully received from a third party who was not subject to confidentiality obligations with respect to such information. However, disclosure by the receiving party of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

Each party will safeguard and prevent the use and disclosure by or to any third party the Confidential Information of the other, other than as permitted by the terms of this Agreement, exercising a standard of care not less than that used by the receiving party to protect its own confidential information. Each party shall promptly report to the other party any use or disclosure of Confidential Information in violation of this Agreement of which such party becomes aware. Each party shall, upon the request of the other party or upon the termination or expiration of this Agreement, return or destroy (at its cost) all tangible copies of any Confidential Information of the other party in its possession, and shall further delete or destroy any copies of such Confidential Information stored in any computer memory or electronic storage device.

The requirements of this confidentiality provision will survive the termination or expiration of this Agreement but terminate with respect to any particular information two (2) years after the termination of this Agreement; provided, however, that the confidentiality obligations of the parties shall extend beyond two (2) years to the extent necessary to preserve protection for the other party's Confidential Information.

B. Foreign Agents Registration Act

The Client understands that Scribe's work on behalf of Client may require Scribe to register with the U.S. Department of Justice ("DOJ") pursuant to the FARA, and that such registration requires the disclosure to DOJ, and in turn the public, of certain documents and other information related to this work, including this Agreement.

III. COMPENSATION AND PAYMENT SCHEDULE

In return for the services set forth in this Agreement, the Client agrees to compensate Scribe in the amount of fifty thousand United States Dollars (USD $50,000.00) per month, payable in advance of services to be performed with three months paid in advance (USD $150,000). Payment shall be made on a quarterly (every 90 days) basis, beginning with the execution of this Agreement by the exchange of signed copies between the Client and Scribe. The initial payment shall be made upon the exchange of signed copies of the Agreement and sent with execution of the signature page by the Client. It shall be made for the entire first three months, regardless of the number of days remaining in the month. Subsequent payments shall be made on the first calendar day every 90 days thereafter the first three months, in advance of the services to be performed.

This Agreement shall be deemed to be executed upon receipt of the first payment by Scribe from the Client. No services shall be performed until payment is received.

Reasonable expenses incurred by Scribe for legal and filing services, including but not limited to those related to OFAC and FARA compliance, shall be reimbursed by the Client within 30 days of demand therefor. In addition, Scribe shall be entitled to reimbursement for its reasonable out-of-pocket expenses incurred in the performance of services hereunder. Expenses which may be

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reimbursed hereunder shall include reasonable travel costs for business trips made at the request of Client and with its prior authorization. Any authorized expenses shall be limited to reasonable amounts incurred in the ordinary course of Scribe's performance of its obligations hereunder and shall be paid within a reasonable time (but in no event later than 30 days) after Scribe submits a signed statement regarding the nature and amount of such expenses together with appropriate invoices, receipts or other acceptable written evidence thereof.

The Client shall make no compensation or other payments to Scribe out of funds derived from any restricted or prohibited sources, including from any accounts outside of the United States subject to U.S. government sanctions or other similar restrictions. Payments shall be made by wire transfer to a bank account identified by Scribe separately from this Agreement.

IV. TERM: TERMINATION OR MODIFICATION

The period of this Agreement is one year with a minimum period of six months. Unless earlier terminated pursuant hereto, this Agreement shall be automatically renewed for a term of twelve (12) months at the end of one year and payment shall proceed normally on a monthly basis (in addition to the other terms continuing to be in effect unless otherwise modified pursuant to the terms of this Agreement).

Neither the Client nor Scribe shall modify or terminate this Agreement until the 180th day following the exchange of signed copies, except as otherwise expressly set forth in this Agreement or otherwise agreed to by the parties in writing. Notice of such action must be provided in writing thirty (30) days in advance of termination or modification, except that Scribe shall be entitled to immediately terminate this Agreement in the event Client has breached its compensation and/or reimbursement obligations set forth in Paragraph III above.

Upon receipt of such notice of termination, Scribe shall take immediate steps to bring its services to a close and to keep further expenditures to the basic minimum. Scribe shall be entitled to receive the remuneration due for services rendered (including compensation and reimbursement of expenses in accordance with Paragraph III) upon the effective date of postponement or termination and for all approved costs incidental to the orderly termination of such services.

V. MISCELLANEOUS

This Agreement, together with all supplemental documents, agreements and schedules referenced herein, constitutes the entire agreement between the Client and Scribe and supersedes all previous agreements, proposals, negotiations, and promises, whether written or oral between the parties respecting the subject matter hereof. A French translation of this Agreement will be provided as a courtesy by Scribe to the Client but, in the event of a dispute over interpretation of this Agreement, the English-language text will govern and in no event shall Scribe be liable for any inaccuracies, errors, deficiencies or other issues relating to the translation of this Agreement.

This Agreement, and the rights, interests and obligations hereunder, may not be assigned, in whole or in part, by operation of law or otherwise, by any party without the prior written consent of the other party. This Agreement shall be binding upon, enforceable by, and inure to the benefit of the parties and their permitted successors and assigns.

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Neither party will be liable for, or be considered in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement (except failure to pay money) as a result of any causes or conditions beyond such party's reasonable control (a "Force Majeure Event") including but not limited to fire, earthquakes, storms, flood, strikes, riots, war, pandemics (including but not limited to COVID-19 and variants thereof), epidemics, or other viral outbreaks and acts, delays or failures to act by the other party or any third party. Any such breach of this Agreement shall be excused for the duration of the Force Majeure Event.

Should any term or provision of this Agreement be declared invalid, it shall automatically be severed, and the remainder of this Agreement shall be valid and enforceable.

All notices required by either the Client or Scribe pursuant to the provisions of this Agreement may be given by fax or via email and they shall be sufficient if addressed as follows:

In the case of the Client:
Government of the Democratic Republic of the Congo, Ministry of Communications and Media
83, Avenue Tabu-Ley, Gombe-Kinshasa, Democratic Republic of the Congo
Fax: +243- Email: dircab@communication-gouv.cd
Point of Contact:

In the case of Scribe:
Scribe Strategies & Advisors, Inc.
Steve Cornacchio, Vice President
1050 Connecticut Avenue, N.W., Suite 500, Washington, DC 20036 USA
Fax: +1-202-318-0555 Email: steve@scribeus.com

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument. Signatures transmitted by facsimile or delivered via other electronic transmission system shall be accepted as original signatures.

In witness whereof, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative on the date indicated.

Agreed to and accepted by:

For Scribe Strategies & Advisors, Inc.
Steven Cornacchio, Vice President

3-14-2022 Date

On behalf of the Government of
The Democratic Republic of the Congo
Ministry Of Communications and Media

3-14-2022 Date

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