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OMB No. 1124-0006; Expires April 30, 2017

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 http://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 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 .49 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 and Address of Registrant	2. Registration No.
BRAND SOUTH AFRICA 19 CLIFFVIEW COURT PRINCETON JUNCTION, NJ 08550	6342

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
BRAND SOUTH AFRICA	103 CENTRAL STREET HOUGHTON JOHANNESBURG, 2198 SOUTH AFRICA

5. Indicate whether your foreign principal is one of the following:

- ☒ 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)* MISCELLANEOUS FOREIGN GOVERNMENT OFFICE
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

BRAND SOUTH AFRICA UNDER THE DEPARTMENT OF COMMUNICATIONS

b) Name and title of official with whom registrant deals

MS LINDA MAGAPATONA-SANGARET

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

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

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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8. 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.

-IT IS THE OFFICIAL MARKETING AGENCY / ORGANISATION OF SOUTH AFRICA'S NATION BRAND DOMESTICALLY AND INTERNATIONALLY.
-UNDERTAKES MARKETING AND COMMUNICATION ACTIVITIES TO MANAGE AND POSITIVELY INFLUENCE PERCEPTIONS ABOUT SOUTH AFRICA'S IMAGE AMONGST TARGETED STAKEHOLDERS.

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 ☒

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

SUPERVISED BY A FOREIGN GOVERNMENT:
-BRAND SOUTH AFRICA REPORTS TO THE MINISTRY OF COMMUNICATIONS WHO IS THE SHAREHOLDER GOVERNMENT DEPARTMENT.

OWNED BY A FOREIGN GOVERNMENT:
-BRAND SOUTH AFRICA WAS ESTABLISHED BY THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA, WHO ARE ALSO RESPONSIBLE FOR ITS BUDGET ALLOCATION THROUGH THE MINISTRY OF COMMUNICATIONS UNDER WHOM IT BELONGS AND REPORTS.

CONTROLLED BY A FOREIGN GOVERNMENT:
-BRAND SOUTH AFRICA REPORTS TO THE DEPARTMENT OF COMMUNICATIONS WHOSE CABINET MINISTER IS RESPONSIBLE FOR APPOINTING THE BOARD OF TRUSTEES AT BRAND SOUTH AFRICA.

FINANCED BY A FOREIGN GOVERNMENT:

10. 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.

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 A 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 A	Name and Title	Signature
June 27 2019	MDUNWAZI ROBERT BALOYI COUNTRY HEAD: USA FOR BRAND SOUTH AFRICA	

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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	2. Registration No.
BRAND SOUTH AFRICA	6342

3. Name of Foreign Principal

BRAND SOUTH AFRICA

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.

-THE APPOINTMENT IS ON A 5-YEAR FIXED-TERM CONTRACT STARTING ON 01 DECEMBER 2014 UNTIL 30 NOVEMBER 2019.
-THE POSITION IS OF A COUNTRY HEAD: USA BASED IN NEW YORK AND REPORTING TO THE CHIEF MARKETING OFFICER AT BRAND SOUTH AFRICA IN JOHANNESBURG, SOUTH AFRICA.
-THE NATURE OF THE JOB WILL BE TO MANAGE AND POSITIVELY INFLUENCE PERCEPTIONS ABOUT SOUTH AFRICA AMONGST TARGETED AUDIENCE
-THE POSITION WILL WORK WITH AND THROUGH KEY STAKEHOLDERS TO EXECUTE COORDINATED MARKETING AND COMMUNICATIONS PROGRAMS TO POSITION SOUTH AFRICA AS A DESTINATION FOR INVESTMENT, TOURISM AND SOURCE OF EXPORTS (GOODS AND SERVICES).
-PARTICIPATE IN ROADSHOWS, INVESTOR ROUNDTABLES AND EXHIBITIONS TO DISSEMINATE INFORMATION TO IMPROVE SOUT AFRICA'S PERCEPTION AMONGST KEY STAKEHOLDERS.

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

-TO MANAGE BRAND SOUTH AFRICA'S OFFICE AND ITS ACTIVITIES IN THE USA.
-UNDERTAKE MARKETING AND COMMUNICATION ACTIVITIES TO MANAGE AND POSITIVELY INFLUENCE PERCEPTIONS ABOUT SOUTH AFRICA AMONGST TARGETED AUDIENCES.
-IDENTIFY STAKEHOLDERS TO WORK WITH AND THROUGH TO EXECUTE PROGRAMS TO POSITION SOUTH AFRICA AS A DESTINATION FOR INVESTMENT, TOURISM AND SOURCE FOR GOODS AND SERVICES (EXPORTS).
-ORGANISE INVESTOR ROUNDTABLE DISCUSSIONS, ROADSHOWS, TO DISSEMINATE INFORMATION TO IMPROVE SOUTH AFRICA'S IMAGE AMONGST KEY STAKEHOLDERS.
-BUILD AND ENHANCE THE GLOBAL SOUTH AFRICANS (DIASPORA) PROGRAM.
-DEVELOP AND CIRCULATE CONTENT FOR STAKEHOLDERS AND MEDIA PARTNERS..
-BUILD AND IMPLEMENT A MEDIA RELATIONS PROGRAMME TO DRIVE AWARENESS OF SOUTH AFRICA AS A COMPETITIVE DESTINATION.

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.

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
June 27 2016	MOUNWAZI ROBER BALOYI	

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.

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Inspiring new ways

18 November 2014

Mr Mudumwazi Balcyi

EMPLOYMENT CONTRACT

I, duly authorised, have pleasure in offering employment for the position of Country Head: United States of America at Brand South Africa, on the terms outlined below. This contract is dependent upon you receiving a Visa for the United States of America and it is based on the South African labour laws.

Duration of Employment

This is a 5 year fixed term contract starting on 1 December 2014 until 30 November 2019, whereupon the fixed term contract shall automatically terminate through effluxion of time.

As this contract is for a fixed term, you will not be entitled to any severance benefits upon termination. It is specifically recorded that there will be no expectation that your contract of employment will be prolonged or renewed beyond the date of completion. To the extent that this contract is renewed for the same or other period, such renewal shall not give rise to an expectation of further renewals.

Reporting

The position reports to the Chief Marketing Officer of Brand South Africa. Performance appraisals are conducted quarterly. You will be required to properly and effectively perform the duties and functions associated with the above position, as well as any other reasonable duties which may be assigned to you.

Probation

You will be required to serve a standard probationary period of 3 months at the end of which Brand South Africa will review your performance and may either terminate or extend your services with the organisation. A performance review will take place on a monthly basis for the duration of the probation period.

Termination of Employment

A minimum of three (3) calendar month notice will be required upon written notice of your intention to leave Brand South Africa.

Remuneration

Your total gross annual package will be $150 000 per annum (Cost to Company), which may be structured within the limits of the prevailing taxation legislation.

Brand South Africa offers voluntary membership to any medical aid scheme of your choice, to which the employee pays 50% and Brand South Africa pays a 50% contribution.

Membership of Brand South Africa Sanlam Scheme is compulsory. Total contributions amount to 15% of your basic annual remuneration, of which the employee pays 7.5% and Brand South Africa pays 7.5 % as a benefit.

All the above benefits, including company benefits, are included in the total cost to company amount.

The cost to company amount excludes the following, which are in addition to it:

Brand South Africa 103 Central Street, Houghton, Gauteng, South Africa | PO Box 87168, Houghton, 2041, Gauteng, South Africa
Telephone: +27 11 712 3000 | Fax: +27 11 483 0124 | Email: info@brandsouthafrica.com | Website: www.southafrica.info

Trustees: Ms. Chichi Nsanya (Chairman), Mr. Happy Mashiagila (Deputy Chairman), Mr. Miller Matola (CEO), Mr. Ryland Fisher, Ms Paula Fray, Mr. Ajay Gupta, Mr. Dean Hajamie, Mr. Thabetshile Mafafeng, Dr. Danny Jordaan, Mr. Mafa Lecka, Dr. Cassius Lubisi, Ms. Ramasela Magoeia, Mr. Mzimkulu Maluma, Mr. Rick Menell, Mr. Zwelibanzi Mntambo, Mr. Connie Molusi, Mr. Clayson Monyela, Mr. Wayne Morris, Mr. Ralph Mupita, Ms Punta Ntsepe, Mr. Stavros Nicolaou, Ms Phumelele Nxivenda, Mr. Geoff Rothschild, Mr. Timothy Scholtz, Mr. Mninawe Sibinga, Ms Phumla Williams, Mr. Sandile Zungu.

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The cost to company amount excludes the following, which are in addition to it:

Brand South Africa provides per km travel reimbursement for business travel at AA rates. These rates vary depending on the make and model of your car. Petrol reimbursements are not part of the guaranteed package, but vary monthly on actual business usage.

Brand South Africa does not offer a company car, but employees may opt to structure their packages to include a travel allowance, which is taxable as guided by SARS.

Relocation costs

An amount of one month's salary will be paid for relocation to assist with costs associated with relocating, such as installation of a telephone line, school uniforms, car registration etc. Expenses in excess of one month's salary will be for your account.

Brand SA will also be responsible for the removal of personal belongings including household goods, furniture and personal effects.

Brand SA will pay for economy class fares for your family members to the USA. This is only payable upon departure of the family members to the country office and once they return upon expiry of the contract of the Country Head.

Cost of living allowance

Brand South Africa will pay a cost of living allowance to the amount of $15 000 monthly to its employees who were appointed and seconded overseas. This allowance is paid to offset the cost of the permanent accommodation of an employee and his/her family while they are based in a foreign country as well as to take care of school fees.

Subsistence & Travel

Brand SA pays for a maximum of 3 months' accommodation including breakfast. S&T for a maximum period of 3 months is payable at a rate equal to 60% of the normal S&T rates indicated in the Travel policy (for South Africa and country offices).

Storage

Brand SA may on a discretionary basis assist with storage costs, for a maximum of 3 months, i.e. warehouse costs only. Three quotations must be submitted to Finance for approval.

Claiming back of payments for any of the above expenses must be within six months after the date of the relocated appointment.

All payments effected above must be paid back if an Employee resigns within a twelve month employment period after relocation.

Transport of effects

A limited volume of personal possessions and household goods may be shipped to and from the foreign country, at the expense of Brand SA. Container space to a maximum of 16 cubic meters per family is allowed. Costs include professional packing, air and surface shipping, insurance, delivery, unpacking, in-transit storage and import duties.

Brand South Africa 103 Central Street, Houghton, Gauteng, South Africa | PO Box 87168 Houghton, 2041, Gauteng, South Africa.
Telephone: +27 11 712 5000 | Fax: +27 11 483 0124 | Email: info@brandsouthafrica.com | Website: www.southafrica.info

Trustees: Mr. Ryland Fisher, Ms Paula Fray, Mr. Ajay Gupta, Mr. Deon Huysamer, Mr. Thabeetile Kuleteng, Dr. Danny Jordaan, Mr. Moss Lesiba; Dr. Cassius Lubisi, Ms. Ramaseta Magosie, Mr. Nzimakwi Malanga, Ms. Chichi Mapenya (Chairman), Mr. Miller Matola (CEO), Mr. Rick Menell, Mr. Zwelibanzi Mntambo, Mr. Connie Molusi, Mr. Clayson Monyela, Mr. Wayne Morris, Mr. Ralph Mupita, Ms Pumla Nzapayi, Mr. Scawen Nicolaou, Mr. Happy Nzhingla (Deputy Chairman), Ms Phumelele Ntimande, Mr. Geoff Rothschild, Mr. Timothy Schultz, Mr. Matsawe Sillaga, Ms Phumla Williams, Mr. Sandile Zungu.

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In addition to the above, the employee is further entitled to take unaccompanied airfreight of 30kg per adult and 20 kg per person traveling at a fare lower than that of an adult fare. Storage in bond at container depots or in harbours will be for the employee's own account. The employee must ensure that all required documentation is available for immediate clearance of his/her personal effects.

Insurance

An insurance premium to a maximum of R100 000 insured value will be paid by Brand SA. The employee must provide the insurance company with an itemised list prior to packing furniture/goods for this purpose.

Exco may at their discretionary approval and provided there is sufficient room in the container and no problems are foreseen by transporting these items, approve transportation of the following items :

- heavy or bulky hobby equipment;
- cars, recreational vehicles, aircraft, motor cycles, snowmobiles, caravans or trailers;
- items subject to import restriction, including alcoholic drinks, firearms and ammunition, fireworks and other hazardous or flammable items;
- food stuffs and plants;
- building materials, garden furniture and ornaments, firewood and other fuels;
- articles of unusual value, excluded from insurance;
- livestock and domestic pets except with special agreement.

Employees are advised not to transport items of special value.

Storage of goods in South Africa

Employees are required to obtain three quotations from reputable companies for the storage and insurance of personal belongings, i.e. warehouse costs. Brand SA may on a discretionary basis assist with storage costs.

In the event of the employee's repatriation resulting from the termination of his/her contract, Brand SA may pay for personal effects to be stored for one month only and at the discretion of the CEO.

Annual Leave

You will be entitled to 21 working days leave per annum, accrued at a rate of 1.75 days per month. A maximum of 7 working days leave may be carried forward from one leave cycle (March -Feb)) to the next, and any unused annual leave over and above 7 days shall be forfeited, unless you were prevented from taking leave for operational reasons (which requires the CEO's written verification).

Compliance with Policies and Procedures

Brand South Africa 103 Central Street, Houghton, Gauteng, South Africa | PO Box 87168 Houghton, 2041, Gauteng, South Africa.
Telephone: +27 11 712 5000 | Fax: +27 11 483 0124 | Email: info@brandsouthafrica.com | Website: www.southafrica.info

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You are required to familiarise yourself with the new and/or amended HR and Finance policies and procedures, which shall form part of your conditions of employment. Brand South Africa reserves the right to amend its policies and procedures, as well as other conditions of employment, including the contents hereof, on one month's notice. In the event of a conflict between the terms hereof and the Brand South Africa's policies and procedures, the terms hereof shall prevail.

Employment Contract

Should you accept this offer, this letter will serve as an employment contract between you and Brand South Africa.

Yours sincerely,

Mr. Miller Matola
Chief Executive

Date:

Acceptance:

Mr. M. Batoyi

2014/11/25
Date

Trustees: Mr. Ryland Fisher, Ms Paula Fray, Mr. Ajay Gupta, Mr. Deon Huysamer, Mr. Thebeetsile Ilalaleng, Dr. Danny Jordaan, Mr. Moss Lesoa, Dr. Cassius Lubisi, Ms. Ramaseala Magoebe, Mr. Nzimeleni Malungo, Ms. Chichi Maponya (Chairman), Mr. Miller Matola (CEO), Mr. Rick Menell, Mr. Zwelibanzi Mntambo, Mr. Connie Molusi, Mr. Clayson Monyela, Mr. Wayne Morris, Mr. Ralph Mupita, Ms Pumie Ncapayi, Mr. Sunren Nicolaou, Mr. Happy Nzhlagla (Deputy Chairman), Ms Phumelele Nzimande, Mr. Geoff Rothschild, Mr. Timothy Scholtz, Mr. Makanwe Sikega, Ms Phumla Williams, Mr. Sandile Zungu.

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