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OMB No. 1124-0006; Expires June 30, 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
APCO Worldwide LLC

2. Registration Number
6582

3. Primary Address of Registrant
1299 Pennsylvania Ave NW, Suite 300
Washington, DC 20004

4. Name of Foreign Principal
Republic of Cote' D'Ivoire

5. Address of Foreign Principal
Avenue Marchand x Rue Lecoeur Immeuble SCIAM
19 eme etage, 01 BP 670 Abidjan
Cote d'Ivoire

6. Country/Region Represented
Cote D'Ivoire

7. Indicate whether the 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)* N/A
- ☐ Individual-State nationality N/A

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

a) Branch or agency represented by the registrant
Ministry of Economy and Finance

b) Name and title of official with whom registrant engages
Mr. Jules Coulibaly Soungalo, Director of Public Debt, Ministry of Economy and Finance, Cote d'Ivoire (Ivory Coast)

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

N/A

b) Aim, mission or objective of foreign political party

N/A

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.

N/A

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).

N/A

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

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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 Exhibit A to Registration Statement, 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
August 10, 2021	Margery Kraus	/s/ Margery Kraus eSigned

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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
APCO Worldwide LLC	6582

3. Name of Foreign Principal

Republic of Cote 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? July 14, 2021

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

Registrant has contracted with the foreign principal to provide a mutually agreed amount of strategic communications services, stakeholder engagement services, and stakeholder relations services within the United States to support an OECD engagement program. A copy of the Registrant's agreement is attached.

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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 shall provide a mutually agreed amount of strategic communications services, stakeholder engagement services, and stakeholder relations services within the United States to support an OECD engagement program.

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.

The Registrant's activities will include communications on behalf of the foreign principal within the United States to administration officials and other organizations to support an OECD engagement program.

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.

N/A

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
N/A	N/A	N/A	N/A

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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
N/A	N/A	N/A	N/A

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
N/A	N/A	N/A	N/A

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 Exhibit B to Registration Statement, 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	
August 10, 2021	Margery Kraus	Sign	/s/ Margery Kraus	eSigned
		Sign		
		Sign		
		Sign		

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MASTER ENGAGEMENT AGREEMENT
BY AND BETWEEN
APCO WORLDWIDE LIMITED
AND
THE REPUBLIC OF CÔTE D'IVOIRE

THIS MASTER ENGAGEMENT AGREEMENT ("**Agreement**"), made and entered into as of the date of full execution of this Agreement ("**Effective Date**"), by and between APCO Worldwide Limited, a company incorporated in the United kingdom under the number No. 02516364, with offices located at 90 Long Acre, London WC2E 9RA, United Kingdom ("**APCO**") duly represented by its Managing Director and the Republic of Côte d'Ivoire, duly represented by Mr. Adama Coulibaly, Minister of Economy and Finance, whose offices are located at Avenue Marchand x Rue Lecoeur Immeuble SCIAM, 19ème étage, 01 BP 670 Abidjan, Côte d'Ivoire (the "**Client**"), sets forth the Parties' agreement pursuant to which APCO shall be engaged by Client.

APCO and Client are hereby individually referred to as a "**Party**" and collectively referred to as "**Parties**".

I. SCOPE OF WORK

The scope of work of APCO's services hereunder (the "**Services**") shall be set out in Annexes to this Agreement. Each Annex, upon execution by both Parties, shall by this reference be incorporated in and made part of this Agreement. Each Annex shall specify the services to be performed by APCO and the payment terms for such Services, as well as any other details specified by the Parties. Should there be any request from Client for performance of services outside the scope of the Services as described in any Annex, then additional fees will be required. In such event, APCO shall negotiate with Client in good faith to agree on a mutually acceptable revision to the applicable Annex. Client shall give APCO written notice of any dispute with regards to any Service or deliverable within thirty (30) days of receipt of such Service or deliverable explaining in reasonable detail the reasons for such dispute or else such Service or deliverable shall be deemed accepted. If APCO receives written notice of any dispute with regards to a Service or deliverable within such period, then a new thirty (30) day period for review shall commence upon Client's receipt of the revised Service or deliverable and if no written notice of any further dispute explaining in reasonable detail the reasons for such further dispute, then such revised Service or deliverable shall be deemed accepted and such process shall repeat until the invoice is either accepted in writing or deemed accepted.

II. STAFFING

APCO shall assign staff members to perform the Services. Should any of the assigned employees be unable to perform the Services, APCO shall substitute another similarly qualified staff member. APCO may, from time to time and in its discretion, augment the assigned staff as needed to perform the Services.

In connection with the Services, APCO may, at its cost and under its responsibility, employ the services of third-party consultants including, without limitation, attorneys, intellectual property search firms, accountants, vendors, subcontractors and suppliers (collectively, the "**Subcontractors**"); it being understood that APCO shall remain responsible to Client for any negligence or willful misconduct in the performance of the Services by the Subcontractors.

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III. FEES AND DISBURSEMENTS

APCO shall provide the Services for the professional fees set forth in the applicable Annex.

Client shall reimburse APCO for any actual, reasonable and duly documented out-of-pocket expenses ("**OOPs**") incurred by APCO in connection with the performance of this Agreement, including, without limitation, expenses relating to printing and production, special periodicals or other materials, production of collateral, filing fees, pay-for-use databases and travel, parking and meal expenses. APCO shall submit monthly invoices to Client for OOPs after such OOPs have been incurred; provided, however, that APCO may not, in any given month, incur any OOP in excess of 2.5% of APCO's monthly professional fee (for this purpose, the monthly professional fee shall be calculated by dividing the total fee amount provided in the applicable Annex by the number of applicable months) without prior written authorisation by Client.

If any taxes are required to be deducted or withheld from any payments made by Client to APCO hereunder, then Client shall (i) withhold or deduct the required amount and promptly pay such taxes to the applicable tax authority, and (ii) pay additional amounts to APCO so that the net amount actually received by APCO after such withholding or deduction or tax is equal to the amount that APCO would have received had no such withholding or deduction been required or tax been imposed.

All invoices submitted by APCO to Client shall be due and payable within thirty (30) days of receipt. APCO reserves the right to impose an interest charge equal to one and one percent (1.0%) per year in respect of any invoice which is outstanding for more than thirty (30) days. Client shall send all invoicing instructions to APCO including, without limitation, providing an e-mail address or other electronic submissions instructions for APCO to send its invoices upon execution of this Agreement. Client shall give APCO written notice of any dispute with an invoice within thirty (30) days of receipt of such invoice explaining in reasonable detail the reasons for such dispute or else such invoice shall be deemed undisputed. If APCO receives written notice of any dispute within such period, then a new thirty (30) day period for review shall commence upon Client's receipt of the revised invoice and if no written notice of any further dispute explaining in reasonable detail the reasons for such further dispute, then such revised invoice shall be deemed undisputed and such process shall repeat until the invoice is either accepted in writing or deemed undisputed.

APCO shall not be required to start the works until an advance payment is made as set forth in the applicable Annex. Should Client be in default with respect to payments due to APCO under this Agreement, APCO reserves the right to suspend part or all Services hereunder until arrangements satisfactory to both Parties are agreed upon. In addition, if Client has not paid an invoice for more than sixty (60) days past its due date, APCO reserves the right, subject to a thirty (30) day prior notice to Client, to refer collection of the unpaid amounts to an attorney or collections agency. If Client's unpaid invoices are referred to an attorney or collections agency, Client shall pay all costs, including without limitation reasonable attorney's fees or collections agency fees and court costs, incurred by APCO in its attempts to collect any sums from Client that are over thirty (30) days past due.

APCO and Client agree to review the fees of any applicable Annex on the twelve-month (12) anniversary of the Effective Date of the applicable Annex and shall mutually determine, in good faith, whether any adjustments to the fees of any applicable Annex are needed. Any requested

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adjustment to the fees by either APCO or Client shall include a description, in reasonable detail, of the basis for any such proposed adjustment.

In addition, should payment not be made within such thirty (30) days, Client shall bear any and all currency devaluation risk between the local currency and the payment currency and shall adjust such payment to APCO to reflect any payment currency devaluation that may have occurred between the thirtieth (30th) day and the actual date of payment. Following non-payment, APCO reserves the right to apply these provisions at any time, with retrospective effect running from the thirtieth (30th) day after Client is invoiced.

IV. TERM AND TERMINATION

This Agreement shall enter into force on the Effective Date and shall remain in effect until its second anniversary. It may be renewed upon written request of Client. Either Party may terminate this Agreement upon giving sixty (60) days' prior written notice to the other Party. Either Party shall have the right to terminate this Agreement upon a material default by the other Party subject to the giving of fifteen (15) days' prior written notice to the other Party and the opportunity to cure such material default within such period. In the event that this Agreement is so terminated in advance of the scheduled completion, except as a result of APCO's negligence or wilful misconduct, Client shall pay to APCO, upon receipt of an invoice, any and all reasonable charges earned and/or incurred by APCO in connection with the Services pursuant to this Agreement and the Annexes up to the time of its termination and shall indemnify APCO as provided in Section V.A. below.

V. GENERAL PROVISIONS

A. Modification, Cancellation or Suspension of Work

Upon consultation with APCO, Client shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress under any Annex; provided, however, that any modification, cancellation, or suspension of any plans, schedules, work, or work in progress in excess of ten percent (10%) of the total professional fees under the applicable Annex shall require Client to give a thirty (30) days' prior written notice of such change. In such event, APCO shall take proper steps to carry out such instructions. However, in such an event Client shall: (i) pay APCO, in accordance with the terms and provisions of this Agreement and the applicable Annex, any and all reasonable charges earned and incurred by APCO in connection with such work up to the time of its discontinuance, cancellation or modification; and (ii) indemnify APCO for all claims and/or actions by third parties for damages as a consequence of APCO's carrying out Client's instructions, except for claims or actions resulting from APCO's negligence or wilful misconduct.

B. General Indemnification

Client shall indemnify APCO and its officers, directors, employees and agents (collectively, "**Indemnitees**") against any loss or reasonable expenses (including, without limitation, attorneys' fees) which any Indemnitee may incur as the result of any claim, suit or proceeding made or brought against such Indemnitee or in which such Indemnitee is asked to participate, based upon information provided by Client prior to its preparation, publication or dissemination, except for losses or expenses that result from any Indemnitee's negligence or willful misconduct.

C. Confidentiality

During the term of this Agreement and for five (5) years thereafter, APCO shall maintain in

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confidence all information and data relating to Client, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to APCO by or on behalf of Client (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by APCO from Client, or any of its affiliated companies, or created in the course of this Agreement.

APCO shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without Client's prior written consent, disclose such information to any third-party nor use it for any other purpose (including pitches and business proposals).

The above obligations of confidentiality shall not apply to the extent that APCO can show that the relevant information:

(i) was at the time of receipt already in APCO's possession;
(ii) is, or becomes in the future, public knowledge through no fault or omission of APCO;
(iii) was received from a third-party having the right to disclose it; or
(iv) is required to be disclosed by law.

Client agrees and acknowledges that APCO will file a copy of this Agreement with the U.S. Department of Justice in accordance with the Foreign Agents Registration Act, 22 U.S.C. § 611 et seq, ("**FARA**") and will make all filings and disclosures as are necessary under FARA.

Notwithstanding anything to the contrary in this Agreement and to the extent required by applicable law, regulations, or the rules of professional bodies for which it is a member, during the term of this Agreement and for a period of one (1) year thereafter, APCO shall have the right to include Client's name in APCO's reports to the Public Affairs Board, the representative and regulatory body for United Kingdom's public affairs professionals in the consultancy sector. The Public Affairs Board includes such information in the Public Affairs Board register of members, with copies being sent to the House of Commons Registry of Members' Interests and the Cabinet Office, as well as to all members of the Public Affairs Board. Notwithstanding anything to the contrary in this Agreement and to the extent required by applicable law or regulations, during the term of this Agreement and for a period of one (1) year thereafter, APCO shall have the right to include Client's name in APCO's reports to the European Commission – Register of interest representatives.

D. Non-Solicitation

Until the first anniversary of the termination of this Agreement, Client shall not, without APCO's prior written consent, directly or indirectly, hire, engage or solicit the employment or services of any person who is or was during the term of this Agreement employed by APCO or a consultant of APCO that performed any services in connection with this Agreement. Client acknowledges that the specialized nature of APCO's proprietary information, trade secrets and other intellectual property are such that a breach of the foregoing covenant would necessarily and inevitably result in disclosure, misappropriation and/or misuse of such proprietary information, trade secrets and other intellectual property and, accordingly, Client acknowledges and agrees that such breach would impose unique and irreparable harm upon APCO and that APCO shall be entitled, in addition to its other rights and remedies, to require, by injunction or decree of specific performance, satisfaction in full with Client's obligations hereunder. If Client violates the terms of this paragraph, then, in addition to APCO's other rights and remedies, Client shall pay to APCO the sum of (i) in the case of an employee, thirty five percent (35%) of the employee's annual total

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compensation or (ii) in the case of a consultant, thirty five percent (35%) of the consultant's annual total compensation from APCO. Client acknowledges and agrees that in the event of a breach, it would be difficult to calculate actual damages, and accordingly, the sums outlined in this paragraph are fair and reasonable estimates of what APCO's actual damages would be as a result of a breach and that these sums are not a penalty. In the event that any provision of this paragraph is found by a court of competent jurisdiction to exceed the time, geographic or other restrictions permitted by applicable law, then the court shall have the power to reduce, limit or reform (but not to increase or make greater) such provision to make it enforceable to the maximum extent permitted by law, and such provision shall then be enforceable in its reduced, limited or reformed manner; provided, however, that a provision shall be enforceable in its reduced, limited or reformed manner only in the particular jurisdiction in which a court of competent jurisdiction makes such determination. In addition, the Parties agree that the provisions of this paragraph shall be severable in accordance with the terms of this Agreement.

E. Limitation of Liability

Neither Party will be liable for consequential, indirect or punitive damages (including lost profits or savings) for any cause of action, whether in contract, tort or otherwise, even if the Party was or should have been aware of the possibility of these damages. For the avoidance of doubt, the limitation of liability in this paragraph does not apply to the indemnity obligations in this Agreement.

F. Force Majeure

Neither Party shall be liable to the other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife or any other cause beyond a Party's reasonable control. However, the Party claiming force majeure shall be remain obligated to use its reasonable efforts to advance of the performance of its obligations hereunder.

G. Performance of Third-Party Consultants, Subcontractors and Suppliers

APCO shall endeavour in good faith to guard against any loss to Client through the failure of Subcontractors to execute properly their commitments under this Agreement. APCO shall be responsible to Client for any negligence or willful misconduct on the part of any such Subcontractors with respect to the performance of the Services to be rendered under this Agreement.

H. Exclusion of Liability caused by Political or Regulatory Decisions

APCO shall not be held responsible for and shall not be held liable to Client for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against Client or Client's interests.

I. Codes of Conduct

Throughout the performance of this Agreement, APCO and its employees shall remain bound by the APCO Worldwide Code of Conduct, and the Public Affairs Code and EPACA Code of Conduct.

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J. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF ENGLAND AND WALES.

K. Dispute Resolution Procedure

Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity, or enforceability thereof ("**Dispute**"), shall be referred to and finally resolved by arbitration under the rules of arbitration of the International Chamber of Commerce (the "**Rules**") in effect at the time of arbitration, except as they may be modified herein. The arbitration shall be conducted by one arbitrator for any Dispute equal to or less than USD $250,000 and by three arbitrators for any Dispute greater than USD $250,000. The seat, or legal place, of the arbitration shall be Paris, France, and it shall be conducted in the English language.

The arbitrators shall be impartial and independent. The arbitration award shall be final and binding on the Parties, and the Parties undertake to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant Party or its assets. The time limit within which the arbitral tribunal must render its final award is 30 days. Such time limit shall start to run from the later of the date of the last hearing or the final post-hearing submission. The tribunal shall inform the Parties in writing when it considers the proceedings closed. The arbitrators shall award to the prevailing Party its costs and expenses of the arbitration, including its reasonable legal fees and other costs of legal representation, as determined by the arbitrators. The Parties waive their right to any form of recourse based on grounds other than those contained in the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 insofar as such waiver can validly be made. The Parties hereby irrevocably waive any defense on the basis of *forum non conveniens* in any proceedings to enforce an arbitration award rendered by a tribunal constituted pursuant to this Agreement. The Parties agree that the arbitration shall be kept confidential. The existence of the arbitration, any non-public information provided in the arbitration, and any submissions, orders or awards made in the arbitration ("**Confidential Arbitration Information**") shall not be disclosed to any non-party except the tribunal, the Parties, their counsel, experts, witnesses, accountants, auditors, insurers, reinsurers, and any other person necessary to the conduct of the arbitration. Notwithstanding the foregoing, a Party may disclose Confidential Arbitration Information to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision shall survive the termination of this Agreement and of any arbitration pursuant to this Agreement. To the fullest extent permitted by law, Client hereby irrevocably waives any claim to sovereign or any other immunity in regard to any proceedings to enforce an arbitration award rendered by a tribunal constituted pursuant to this Agreement, including, without limitation, immunity from suit, immunity from service of process, immunity from jurisdiction of any court, and immunity of its property and revenues or from attachment after judgment. However, Client does not hereby waive such immunity from execution or attachment in respect of (a) any assets utilised by Client's military services or defence agencies (including warships and aircraft) or by Client's diplomatic services, consular missions or delegations to international organisations (including buildings and bank accounts); (b) any taxes, duties or other governmental charges imposed by Client, including the right to collect any such charges; (c) any property in the public domain (including but not limited to waterways, public works, archaeological ruins and sites of scientific interest) or that provides essential public services; (d) any central bank properties; and (e) any property forming part of the cultural heritage of Client.

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L. Assignment

Neither Party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other Party.

M. Personal Data

For purposes of this Section M, "**EU Personal Data**" is defined as data about an identified or identifiable individual residing in the European Union, received by APCO from Client and recorded in any form and "**Personal Data**" is defined as data about an identified or identifiable individual, received by APCO from Client and recorded in any form. In the event that any EU Personal Data is transferred or processed by APCO in connection with the Services under this Agreement, the Parties hereby agree that each Party shall comply with the Data Processing Addendum found at https://www.apcoworldwide.com/legal/gdpr-data-processing-addendum/ and the provisions therein are hereby incorporated by reference. Client will only disclose EU Personal Data to APCO to the extent strictly necessary for APCO to carry out the Services under this Agreement.

If APCO is to provide or provides any services on any social media or digital platforms or services, Client hereby authorizes APCO to act as its agent to enter into and agree to all terms in user or other agreements with social media and digital platforms or services including, without limitation, Facebook, Twitter, YouTube, and Instagram ("**Digital Platforms**") on Client's behalf in order to perform the Services and to disclose and use Personal Data on such Digital Platforms. Client represents and warrants that (i) all Personal Data will be offered, collected, processed, and handled in all respects in compliance with all applicable laws, regulations, and industry guidelines, (ii) Client will obtain all necessary rights, permissions, and consents in order to provide, share, process, or otherwise disclose the Personal Data, and (iii) none of the Personal Data will include any individual who has opted out of having their data used for targeted advertising or marketing.

N. Partial Invalidity

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

O. Notices

All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax, with receipt confirmed, or courier or by overnight mail delivery, in writing to the Party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the Party.

P. Counterparts and Execution

This Agreement and any Annexes may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the Parties to any other Party and the receiving Party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

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Q. Survival

Sections III, IV, and V of this Agreement and the payment obligations described in the Annex(es) shall continue notwithstanding the termination or expiration of the Agreement or any Annex(es).

R. Entire Agreement

This Agreement and attached Annex(es) constitute the entire and only agreement between the Parties respecting the subject matter hereof. Each Party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written agreement signed by the Parties. Any purchase order provided by Client will be limited by, and subject to, the terms and conditions of this Agreement. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Engagement Agreement as of the date first above written.

AGREED TO AND ACCEPTED:

APCO WORLDWIDE LIMITED

DocuSigned by:
Signed: Roi Feder
2822C0EBEB1E491...
By: Roi Feder
Title: Managing Director
Date: 6/22/2021

REPUBLIC OF COTE D'IVOIRE

Signed:
By:
Title:
Date: Adama COULIBALY

République de Côte d'Ivoire
LE MINISTRE
l'Economie et des Finances

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ANNEX NO. US-1 TO MASTER ENGAGEMENT AGREEMENT

This Annex No. US-1 (this "**Annex**") to the Master Engagement Agreement (the "**Agreement**") by and between APCO Worldwide Limited ("**APCO**") and Republic of Côte d'Ivoire (the "**Client**") effective as of the date of full execution of the Agreement, sets forth the Parties' agreement pursuant to which APCO shall provide the below-specified services to Client.

I. SCOPE OF WORK

APCO shall provide a mutually agreed amount of strategic communications services, stakeholder engagement services, and stakeholder relations services within the United States.

Any services outside the scope of work set forth above shall be subject to additional fees.

II. FEES

APCO shall provide the services set forth in this Annex for a fixed fee of EUR 69,000 plus value added or other indirect tax, if applicable, to be paid by Client within thirty (30) days after execution of this Annex.

APCO reserves the right not to start work until any advance payments due hereunder are made.

III. TERM AND TERMINATION

This Annex shall be effective as of the date of full execution of this Annex ("**Annex Effective Date**") and shall terminate on six months after the Annex Effective Date; provided however, that either Party shall have the right to terminate this Annex in advance of such termination date upon a material default by the other Party, but only upon the giving of fifteen (15) days' prior written notice to the other Party and the opportunity to cure such material default within such period. In the event that this Annex is so terminated in advance of its scheduled completion, except the termination arose from APCO's negligence or wilful misconduct, Client shall pay to APCO, upon receipt of an invoice, any and all reasonable charges earned and/or incurred by APCO in connection with the above services pursuant to this Annex and the Agreement up to the time of its termination and shall indemnify APCO as provided in Section V.A. of the Agreement. For the avoidance of doubt, in the event that this Annex is so terminated by Client, APCO shall reimburse to Client any fees paid to APCO by Client with respect of the then remaining term of this Annex.

Upon execution by the Parties, this Annex to the Master Engagement Agreement is incorporated by reference in and subject to the terms and conditions set forth in the Agreement.

AGREED TO AND ACCEPTED:

APCO WORLDWIDE LIMITED

DocuSigned by:
Signed: Roi Feder
2622C0EBEB1E491...
By: Roi Feder
Title: Managing Director
Date: 6/22/2021

REPUBLIC OF CÔTE D'IVOIRE

Signed:
By:
Title:
Date: Adama COULIBALY

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