Received by NSD/FARA Registration Unit 07/28/2023 2:41:57 PM

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
APCO Worldwide LLC

2. Registration Number
6582

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

4. Name of Foreign Principal
Federal Democratic Republic of Ethiopia

5. Address of Foreign Principal
Embassy of Ethiopia, 3506 International Dr NW
Washington, DC 20008

6. Country/Region Represented
ETHIOPIA

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
Embassy of Ethiopia in Washington DC

b) Name and title of official(s) with whom registrant engages
Seleshi Bekele Awulachew, Ambassador of Ethiopia to the United States

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.

Received by NSD/FARA Registration Unit 07/28/2023 2:41:57 PM

Received by NSD/FARA Registration Unit 07/28/2023 2:41:57 PM

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

a) Name and title of official(s) 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.

Received by NSD/FARA Registration Unit 07/28/2023 2:41:57 PM

Received by NSD/FARA Registration Unit 07/28/2023 2:41:57 PM

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.

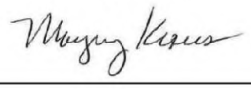
Date	Printed Name	Signature
07/28/2023	Margery Kraus	/s/Margery Kraus

Received by NSD/FARA Registration Unit 07/28/2023 2:41:57 PM

Received by NSD/FARA Registration Unit 07/28/2023 2:41:57 PM

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
7/28/2023	Margery Kraus	

Received by NSD/FARA Registration Unit 07/28/2023 2:41:57 PM

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

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

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
APCO Worldwide LLC	6582

3. Name of Foreign Principal
Federal Democratic Republic of Ethiopia

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? 07/27/2023

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 to the Embassy of Ethiopia in the United States a mutually agreed amount of strategic communications services, strategic advisory services, stakeholder engagement services, and media relations services within the United States in furtherance of the Government of Ethiopia's commitments to its citizens and international partners to build and restore a just, prosperous and stable nation and to promote Ethiopia as a destination for foreign direct investment.

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

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

Registrant shall provide to the Embassy of Ethiopia in the United States a mutually agreed amount of strategic communications services, strategic advisory services, stakeholder engagement services, and media relations services within the United States in furtherance of the Government of Ethiopia's commitments to its citizens and international partners to build and restore a just, prosperous and stable nation and to promote Ethiopia as a destination for foreign direct investment.

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.

Registrant's activities will include strategic communications services, strategic advisory services, stakeholder engagement services, and media relations services within the United States in furtherance of the Government of Ethiopia's commitments to its citizens and international partners to build and restore a just, prosperous and stable nation and to promote Ethiopia as a destination for foreign direct investment.

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

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

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, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

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.

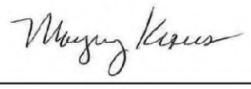
Date	Printed Name	Signature
07/28/2023	Margery Kraus	/s/Margery Kraus

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

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
7/28/2023	Margery Kraus	

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

MASTER ENGAGEMENT AGREEMENT
BY AND BETWEEN
APCO WORLDWIDE LLC
AND
FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA

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 LLC, with offices located at 1299 Pennsylvania Ave NW, Suite 300, Washington, DC 20004 ("APCO") and Federal Democratic Republic of Ethiopia, located at 3506 International Drive NW, Washington, DC 20008 ("Client"), sets forth the parties' understanding pursuant to which APCO shall be engaged by Client.

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. Affiliates of either party may enter into Annexes pursuant to this Agreement. APCO undertakes to advise Client promptly should any such adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the applicable Annex. Client shall give APCO written notice of any dispute with any service or deliverable within ten (10) 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 a service or deliverable within such period, then a new ten (10) 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 service or deliverable is either accepted in writing or deemed accepted.

II. STAFFING

APCO shall assign staff members to perform the Services. Specific staffs will be provided as requested. Should any of the assigned employees be unable to perform the Services, APCO may 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 employ the services of third-party consultants including, without limitation, attorneys, intellectual property search firms, accountants, vendors, subcontractors and suppliers (collectively, "Subcontractors").

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

III. FEES AND DISBURSEMENTS

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

APCO shall not be required to start work until an advance payment is made as set forth in the applicable Annex. If Client is in default of its payment obligations under this Agreement or there an impairment of Client's credit rating which might endanger future payments, as determined by APCO in its reasonable discretion, APCO reserves the right to change the payment terms under this Agreement or any applicable Annex. Should Client be in default with respect to payments due to APCO under this Agreement, APCO reserves the right to suspend some or all Services hereunder until arrangements satisfactory to APCO are received by APCO. In addition, if Client has not paid an invoice for more than thirty (30) days past its due date, APCO reserves the right 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.

IV. TERM AND TERMINATION

This Agreement shall be effective on the Effective Date and shall continue indefinitely (the "Term"); provided, however, that either party shall have the right to terminate this Agreement and any Annex upon the giving of thirty (30) days' prior written notice to the other party. If the end date of any Annex extends beyond the Term, the applicable terms and conditions of this Agreement shall automatically extend for such Annex until such Annex end date. In addition, either party shall have the right to terminate this Agreement and any Annex upon written notice by e-mail to the other party if required by U.S. law. In the event that this Agreement and/or any Annex is so terminated, APCO shall retain any amounts paid in advance and earned and Client shall pay to APCO, upon receipt of an invoice, any and all other charges earned and/or incurred by APCO in connection with the Services pursuant to this Agreement and the Annexes that are in accordance with the terms of the applicable Annex and this Agreement up to the time of its termination and shall indemnify APCO as provided in Section V.A. below.

V. OWNERSHIP

A. Work Product

Upon APCO and its affiliates' receipt of payment in full of all amounts owing under the Agreement, APCO hereby irrevocably assigns to Client all right, title and interest in and to the Work Product subject to any terms for any third party content incorporated in such Work Product. "Work Product" means the final deliverable prepared for, and delivered to, Client by APCO or its affiliates in accordance with the terms of the Agreement, except for Proprietary Intellectual Property.

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

B. Proprietary Intellectual Property; Third Party Materials

Anything to the contrary notwithstanding, all methodologies, techniques, theories, models, processes, training materials, demonstrative templates (including, without limitation, including any improvements to the foregoing), non-final documents, procedures, management tools, workshops, manuals, data (including, without limitation, data collected from respondents and data relating to demographics), native files, concepts, ideas, inventions, know-how, software (including source code), trademarks, logos, discoveries, innovations, analysis, questionnaires, designs (including, without limitation, research designs), design files, systems, sampling methods, information related to methods, tools, designs, techniques, know-how or analysis used in providing the Services, completed questionnaires produced pursuant to the Services, the concepts, inventions, suggestions, creative ideas, plans, drawings, models, used by APCO or its affiliates in connection with the Services, and other intellectual property that (i) APCO or its affiliates developed, used, created, or acquired during the performance of the Services, (ii) APCO or its affiliates has developed, created or acquired prior to the performance of the Services, or (iii) will be developed, created or acquired during or after the performance of the Services for itself unrelated to this Agreement or for any of its other clients ("Proprietary Intellectual Property") are, and shall remain, the sole and exclusive property of APCO and its affiliates.

Notwithstanding any of the foregoing, APCO's and its affiliates' methods, techniques, theories, models, processes, training material s and demonstrative templates, including any improvements to the foregoing, represent our confidential and valuable trade secrets and all rights embodied therein are owned exclusively by APCO and its affiliates. Client agrees to maintain the confidentiality of our trade secrets and not to disclose them in whole or in part to any third party (including, without limitation, any consulting firm), or make copies of any written materials containing such trade secrets, except as otherwise provided herein.

If any Proprietary Intellectual Property is incorporated into or used in conjunction with the Work Product, APCO hereby grants to Client a worldwide, non-exclusive, non-assignable, royalty-free, perpetual right to use such Proprietary Intellectual Property solely as incorporated in the Work Product. Anything to the contrary notwithstanding, any license of any third-party content incorporated into any of the deliverables shall be subject to the terms of the license.

VI. 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 of the total professional fees under the applicable Annex shall require the Client to give Thirty days' prior written notice of such change. In such event, APCO shall take proper steps to carry out such instructions. However, in

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

such an event Client shall: (i) assume APCO's liability for commitments made to Subcontractors in respect of such work and (ii) pay APCO, in accordance with the terms and provisions of this Agreement and the applicable Annex, any and all charges earned and incurred by APCO in connection with such work up to the time of its discontinuance, cancellation or modification.

B. General Indemnification

Client shall indemnify APCO and its affiliates and each of their present and former officers, directors, employees and agents (collectively, "Indemnitees") against any loss or expense (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 arising out of or in connection with (i) any materials APCO or its affiliates prepares, publishes or disseminates for Client and based upon information provided or approved by Client prior to its preparation, publication or dissemination, (ii) the nature or use of Client's products or services or any Indemnitee's relationship with Client, or (iii) any labor disputes or claims by any employee, employee group or labor union arising out of or in connection with any services provided under this Agreement, including, without limitation, claims arising in connection with the policies or positions taken by Client or its affiliates in connection with any labor negotiation or dispute and any communications APCO or its affiliates may prepare or assist in preparing in connection therewith, except for losses or expenses that result from any Indemnitee's negligence or willful misconduct.

In the event that APCO or its affiliates are called upon to respond to or assist Client or its affiliates in connection with any litigation, investigation, or proceeding commenced or threatened against Client or its affiliates by any third party or governmental authority (for example, in complying with a document subpoena), APCO will be entitled to staff time charges at its usual and customary hourly rates for matters of such type for time spent by APCO and its affiliates in connection with such matters and prepayment of out-of-pocket expenses anticipated to be incurred in connection with any such litigation, investigation, or proceeding.

APCO shall indemnify Client and its officers, directors, employees and agents (collectively, "Client Indemnitees") against any loss or expense (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 arising out of APCO's gross negligence or willful misconduct in connection with this Agreement, except for losses or expenses that result from any Client Indemnitee's negligence or willful misconduct.

C. Confidentiality

During the Term of this Agreement and for five (5) years thereafter, each party shall maintain in confidence all information and data relating to the other party, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to each party by or on behalf of the other party (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 each party from the other party,

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

or any of its affiliated companies, or created in the course of this Agreement.

Each party shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without the other party's prior written consent, disclose such information to any third-party nor use it for any other purpose; provided, however, that APCO shall have the right to disclose Client's name and the general nature of APCO's work for Client in pitches and business proposals.

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

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

Client 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.

D. Non-Solicitation

Until the first anniversary of the termination of this Agreement, each party shall not, without the other party'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 the other party or a consultant of the other party that performed any services in connection with this Agreement. Each party acknowledges that the specialized nature of the other party'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, each party acknowledges and agrees that such breach would impose unique and irreparable harm upon the other party and that the each party shall be entitled, in addition to its other rights and remedies, to require, by injunction or decree of specific performance, satisfaction in full of the other party's obligations hereunder. If either party violates the terms of this paragraph, then, in addition to such party's other rights and remedies, the breaching party shall pay to the other party the sum of (i) in the case of an employee, thirty five percent of the employee's annual total compensation or (ii) in the case of a consultant, thirty five percent of the consultant's annual total compensation from such party. Each party 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 the party'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

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

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. This provision shall not apply to any person or consultant who responds to a general advertisement not specifically directed at any employee of the other party or consultant of the other party who performed services in connection with this Agreement.

C. 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. Except for (i) gross negligence or willful misconduct, (ii) the obligations set forth in Sections VI.B. and VI.D., and (iii) the payment obligations under the Annexes or otherwise for services rendered by APCO or its affiliates, to the maximum extent permitted by law, each party's respective maximum liability to each other in any manner related to this Agreement, for any and all claims, whether arising in contract, tort, strict liability, or by law, shall not in the aggregate exceed the fees paid to APCO by Client under this Agreement. For the avoidance of doubt, the limitations of liability in this paragraph do not apply to the indemnity obligations in this Agreement.

D. 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.

E. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF NEW YORK) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE, AND REMEDIES.

F. 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 administered by JAMS pursuant to its (i) Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules for any Dispute greater than USD $250,000 and (ii) its Streamlined Arbitration Rules and

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

Procedures for any Dispute equal to or less than USD $250,000, except, in each case, 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 New York, NY, and it shall be conducted in the English language.

Notwithstanding Section V.I., the arbitration and this agreement to arbitrate shall be governed by Title 9 (Arbitration) of the United States Code. 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 arbitrator(s). 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 shall not seek discovery for purposes of the arbitration proceeding under 28 U.S.C. 1782. 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 or sequestration before or after judgment.

K. 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.

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

L. 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.

M. Notices

All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed given if, (i) personally delivered, (ii) sent by overnight mail delivery upon confirmation of delivery by the delivery service, (iii) sent by prepaid courier upon delivery, or (iv) five (5) days after being sent by registered or certified mail, either postage prepaid, if delivery is confirmed , in each case 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, and in the case of APCO, with a copy sent to the attention of APCO's General Counsel at legalworldwide@apcoworldwide.com.

N. 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.

O. Survival

Sections III, IV, V, and VI 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).

P. Representations and Warranties

Client represents and warrants that no entities or individuals that are subject to sanctions under Executive Order 14046 shall have any involvement whatsoever under this Agreement.

Q. 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 the either party will be limited by, and subject to, the

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

terms and conditions of this Agreement. Except for the Annexes, 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 LLC

Signed:
By: Margery Kraus
Title: Founder & Executive Chairman
Date: 7/27/2023

FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA

Signed:
By: Seleshi Bekele Awulachew (PhD
Title: Ambassador
Date: 27th July 2023 Special Envoy, Extraordinary and Plenipotentiary of the Federal Democra Republic of Ethiopia

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

ANNEX NO. 1 TO MASTER ENGAGEMENT AGREEMENT

This Annex No. 1 (this "Annex") to the Master Engagement Agreement (the "Agreement") by and between APCO Worldwide LLC ("APCO") and Federal Democratic Republic of Ethiopia ("Client"), effective as of the Effective Date, sets forth the parties' understanding pursuant to which APCO shall provide the below-specified services to Client.

I. SCOPE OF WORK

APCO shall provide to the Embassy of Ethiopia in the United States a mutually agreed amount of strategic communications services, strategic advisory services, stakeholder engagement services, and media relations services within the United States in furtherance of the Government of Ethiopia's commitments to its citizens and international partners to build and restore a just, prosperous and stable nation and to promote Ethiopia as a destination for foreign direct investment.

Any services outside the scope of work set forth above shall be subject to additional fees. The scope of work shall be reviewed on a quarterly basis.

II. FEES

APCO shall provide the services set forth in this Annex for a non-refundable fixed monthly fee of $158,537.50 ("Monthly Fee") per month to be paid by Client monthly prior to the first date of each applicable thirty day period, provided, however, that the first Monthly Fee shall be paid by Client prior to the commencement of any services under this Annex. Each payment of the Monthly Fee is non-reconcilable and shall be earned by APCO on the first day of the applicable thirty day period.

The Monthly Fee is inclusive of the Disbursements Charge and OOPs; provided, however, that the parties do not anticipate any significant OOPs. Should the parties anticipate significant OOPs during the course of the work, then the payment of such OOPs shall be discussed and mutually agreed in writing in advance at that time.

APCO will allocate up to 15% of the Monthly Fee for out-of-pocket expenses excluding subcontractors.

III. TERM AND TERMINATION

This Annex shall be effective as of the date of full execution of this Annex ("Annex Effective Date") and shall continue indefinitely; provided, however, that this Annex may be terminated in accordance with the terms of Section IV of the Agreement.

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM

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 LLC

Signed: Margery Kraus
By: Margery Kraus
Title: Founder & Executive Chairman
Date: 7/27/2023

FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA

Signed:
By:
Title:
Date: 27th July 2023

Seleshi Bekele Awulachew (PhD)
Ambassador
Special Envoy, Extraordinary and Plenipotentiary of the Federal Democratic Republic of Ethiopia

Received by NSD/FARA Registration Unit 07/28/2023 2:41:58 PM