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OMB No. 1124-0006; Expires October 31, 2026

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 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
ArentFox Schiff LLP

2. Registration Number
6952

3. Primary Address of Registrant
1717 K Street NW, Washington, DC 20006

4. Name of Foreign Principal
République de Côte d'Ivoire

5. Address of Foreign Principal
Présidence de la République
Abidjan
COTE D'IVOIRE (IVORY COAST)

6. Country/Region Represented
COTE D'IVOIRE (IVORY COAST)

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)* _____
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant
Office of the President of the Republic of Cote d'Ivoire

b) Name and title of official(s) with whom registrant engages
His Excellency Minister Fidele Sarassoro, Director of the Office of the President
His Excellency Ibrahima Touré, Ambassador to the U.S.

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(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.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature
07/03/2025	Randall A. Brater	Sign	/s/Randall A. Brater
		Sign	
		Sign	
		Sign	

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Date	Printed Name	Signature
7/3/2025	Randall A. Brater	Randall A Brater

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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 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
ArentFox Schiff LLP	6952

3. Name of Foreign Principal

République de Côte 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, and the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 07/02/2025

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

Please see attached engagement agreement

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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.

Provide advice on legal matters and policy-related matters to the foreign principal. These matters include advice to the foreign principal in relation to the U.S. Government's policies relevant to Cote d'Ivoire and the relationship between the U.S. Government and Cote d' Ivoire. Such assistance will include making contact with members of the Legislative and Executive Branch of the U.S. Government.

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.

Provide advice on legal matters and policy-related matters to the foreign principal. These matters include advice to the foreign principal in relation to the U.S. Government's policies relevant to Cote d'Ivoire and the relationship between the U.S. Government and Cote d' Ivoire. Such assistance will include making contact with members of the Legislative and Executive Branch of the U.S. Government.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, including 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

12. During the period beginning 60 days prior to the obligation to register[3] to the date of registration 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] to the date of registration 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.

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EXECUTION

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Date	Printed Name		Signature
07/03/2025	Randall A. Brater	Sign	/s/Randall A. Brater
		Sign	
		Sign	
		Sign	

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CONTRAT D'ASSISTANCE JURIDIQUE

Entre

LA RÉPUBLIQUE DE CÔTE D'IVOIRE

Et

ARENTFOX SCHIFF LLP

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CONTRAT D'ASSISTANCE JURIDIQUE

CE CONTRAT EST CONCLU ENTRE LES SOUSSIGNÉS :

La République de Côte d'Ivoire, prise en la en la personne de Monsieur le Ministre des Finances et du Budget, demeurant à Abidjan Plateau, Avenue Marchand, Rue Lecocur, Immeuble SCIAM 19e étage BP V 163 ABIDJAN Tél : (225) 20 30 25 26- Fax : (225) 20 30 25 28,

ci-après désigné le "**RÉPUBLIQUE DE CÔTE D'IVOIRE**",

D'UNE PART

ET

ArentFox Schiff LLP, représenté par Me. Gérard LEVAL, associé du cabinet dûment habilité aux fins des présentes, domicilié à 1717 K Street, NW, Washington DC, 20006-5344, États-Unis,

ci-après désigné "**ARENTFOX SCHIFF**",

D'AUTRE PART

Le GOUVERNEMENT et ARENTFOX SCHIFF étant ci-après dénommés individuellement une "**Partie**" et collectivement les "**Parties**".

IL A ÉTÉ PRÉALABLEMENT EXPOSÉ CE QUI SUIT :

(A) Le Gouvernement souhaite établir des contacts préalables en vue de mieux comprendre les orientations futures de la politique américaine envers l'Afrique et en particulier des pays comme la Côte d'Ivoire ;

(B) Notamment, le Gouvernement souhaite une assistance aux Etats-Unis :

i) afin d'apprécier les points d'attention qui pourraient favorisé ou fragiliser les relations bilatérales entre la Côte d'Ivoire et les Etats-Unis ;

ii) pour définir les axes principaux d'intérêt sur lesquels pourraient se renforcer la coopération entre la Côte d'Ivoire et les Etats-Unis, notamment dans les domaines de la défense et de la sécurité en Afrique et tout spécialement dans la région du Golfe de Guinée ;

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iii) pour identifier des personnalités clés aux Etats-Unis qui auraient un intérêt à promouvoir la coopération entre la Côte d'Ivoire et les Etats-Unis y compris dans le cadre de la promotion de la démocratie et les élections à venir en Côte d'Ivoire, ainsi que des droits de l'homme en Afrique et dans la région subsaharienne ; et

iv) afin de tenter d'organiser des réunions avec des membres du gouvernement des Etats-Unis et de la législature du pays qui seraient susceptibles de renforcer les liens entre les Etats-Unis et la Côte d'Ivoire.

(C) Afin de faire avancer les objectifs cités ci-dessus et d'assister plus généralement la Côte d'Ivoire dans ses relations avec le gouvernement des Etats-Unis, le GOUVRNEMENT souhaite engager le cabinet ARENTFOX SCHIFF LLP pour représenter la République de Côte d'Ivoire en qualité de principal représentant pour l'assister à œuvrer vers l'accomplissement de ces objectifs.

EN CONSEQUENCE DE QUOI, IL A ÉTÉ CONVENU CE QUI SUIT :

1. MISSION

1.1 Le GOUVERNEMENT engage le cabinet ARENTFOX SCHIFF pour poursuivre et, dans la mesure du possible, accomplir les objectifs cités ci-dessus (« la Mission »). Afin d'accomplir la Mission, ARENTFOX SCHIFF s'engage à entreprendre les mesures suivantes :

a. Informer le Gouvernement mensuellement des déclarations, des projets et de tout autre acte du Congrès ainsi que de l'Administration susceptible d'avoir un impact sur la Côte d'Ivoire et la région d'Afrique sub-saharienne ;

b. Assister le Gouvernement à préparer des « Position Papers » décrivant la stabilité, la prospérité et l'État de droit qui existe en Côte d'Ivoire afin de tenir des membres du Congrès et de l'Administration pleinement informés ;

c. Focaliser des membres du Congrès (par l'intermédiaire de leurs équipes) sur la démocratie ivoirienne et, notamment, en attirant l'attention de ces personnes concernant l'élection présidentielle du mois d'octobre prochain ;

d. Entreprendre des contacts avec les membres du Congrès ayant un intérêt particulier concernant l'Afrique sub-saharienne, afin de les tenir informer concernant des évènements dans la région et notamment en Côte d'Ivoire ;

e. À long terme : (i) œuvrer afin que des membres du Congrès puissent envisager la création d'une CODEL (Congressional Delegation) pour une visite en Côte d'Ivoire, (ii) œuvrer pour la création d'un « caucus » composés de membres du Congrès concernant la Côte d'Ivoire et/ou la région d'Afrique sub-saharienne ; (iii) envisager des rencontres à Washington, DC entre des membres du Congrès et des représentants du Gouvernement ivoirien ;

f. Organiser des rencontres régulières avec des représentants du Department of State responsables pour la région d'Afrique subsaharienne afin de développer des

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relations étroites et cordiales et de transmettre et recevoir des informations qui pourrait être utiles pour le renforcement des relations entre les États-Unis et la Côte d'Ivoire ;

g. Assister le Gouvernement à formuler des positions concernant la politique économique des États-Unis (y compris, en particulier, la politique tarifaire) affectant la Côte d'Ivoire afin de l'utiliser dans le cadre d'un dialogue avec des membres de l'Administration ainsi qu'avec les membres du Congrès ;

h. Assister le Ministère de la Défense de la Côte d'Ivoire avec ses relations avec les équipes du Department of Defense responsable pour la région d'Afrique subsaharienne afin de renforcer les liens existants entre les militaires des deux pays ;

i. Assister l'Ambassade et le Gouvernement afin de bien organiser des visites à Washington, DC de hautes personnalités ivoiriennes afin qu'elles puissent rencontrer un maximum de personnes susceptible de bénéficier de telles rencontres et puissent renforcer les relations entre les États-Unis et la Côte d'Ivoire ;

j. Lors de visites prévues par de membres du Gouvernement ivoirien, tenter d'organiser des conférences pour ces personnes auprès des « think tanks » de la région de Washington, DC ainsi que des rendez-vous avec des journalistes se focalisant sur la région d'Afrique subsaharienne ; et

k. Fournir mensuellement au Gouvernement un compte-rendu des activités d'ARENTFOX SCHIFF durant le mois précédent.

1.2 ARENTFOX SCHIFF apportera dans l'exécution de sa Mission tous soins et diligences notamment en matière de disponibilité, mobilité et respect des délais.

1.3 ARENTFOX SCHIFF mettra aux services du GOUVERNEMENT toutes les compétences liées à son expertise dans le cadre de la Mission et agira de manière diligente et raisonnable afin de tenter d'accomplir la Mission sans garantie de réussite.

2. INTERVENANTS

2.1 ARENTFOX SCHIFF a désigné dans le cadre de la Mission Maître Gérard LEVAI, M. Philip ENGLISH (ancien membre de la Chambre des Représentants), M. Daniel SJOSTEDT et Maître Craig ENGLE, ainsi que tous les membres de leurs équipes au sein du cabinet.

2.2 Les intervenants se rendront disponibles pour des réunions qui seront organisées par le GOUVERNEMENT, qu'elles se tiennent en personne, par téléphone ou virtuellement.

2.3 Il est reconnu qu'afin d'accomplir la Mission, un ou plusieurs des avocats d'ARENTFOX SCHIFF seront obligés de se faire enregistrer conformément à la législation américaine (FARA) concernant les lobbyistes pour des intérêts étrangers. Un tel enregistrement est un acte complexe et public. Le GOUVERNEMENT fournira à ARENTFOX SCHIFF toutes les informations nécessaires afin de faciliter un tel enregistrement. Cette procédure d'enregistrement peut prendre entre 7 à 10 jours et la

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représentation du GOUVERNEMENT ne peut pas avoir lieu avant que cet enregistrement ne soit effectué.

2.4 Afin d'accomplir la Mission, ARENTFOX aura la possibilité d'engager des experts complémentaires avec l'approbation du GOUVERNEMENT.

3. DURÉE

3.1 La présente Convention est applicable pour une durée de six (06) mois non renouvelable, allant du 1er juillet 2025 au 31 décembre 2025. Pendant la durée de la Convention, les Parties peuvent la dénoncer, sous réserve d'un préavis de trente (30) jours, par tous moyens laissant la trace de sa réception par l'autre Partie.

3.2 À l'échéance, les Parties pourront examiner la possibilité de renouveler la Convention, après évaluation.

4. CONDITIONS TARIFAIRES GÉNÉRALES

4.1 Tous les frais pour l'achat de données, logiciels, ou équipements, l'engagement d'experts, frais de voyages ou autres seront facturés à prix coûtant.

4.2 ARENTFOX SCHIFF recevra des honoraires fixes de US$180.000 pour ses services en vertu de la présent Convention. Ce montant sera payé en deux versements égaux de US$90.000 chacun, le premier lors de la signature de la présente Convention par les deux parties et le second le 15 septembre 2025.

4.3 Si le Gouvernement souhaite organiser des déplacements, les couts de tels déplacements seront à la charge du GOUVERNEMENT.

5. FACTURATION ET PAIEMENT

5.1 Les modalités de règlement sont les suivantes :

(a) une facture est émise par ARENTFOX SCHIFF à l'attention de la République de Côte d'Ivoire

(b) les paiements au titre des prestations de ARENTFOX SCHIFF sont effectués en Dollars américains hors TVA sur le compte visé dans la facture qu'ARENTFOX SCHIFF adresser la République de Côte d'Ivoire

(c) pour règlement.

6. ASSISTANCE DU GOUVERNEMENT

Le GOUVERNEMENT fournira à ARENTFOX SCHIFF la documentation et les informations nécessaires à l'exécution de sa Mission et mettra à la disposition d'ARENTFOX SCHIFF les personnes en Côte d'Ivoire susceptibles d'assister ARENTFOX SCHIFF à remplir ses efforts contractuels.

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7. CONFIDENTIALITÉ

7.1 A moins que la loi ne le requière ou dans le cadre d'un litige les opposant, ARENTFOX SCHIFF ne doit pas, pendant l'exécution du Contrat et pendant trois (3) ans après l'expiration ou la résiliation du Contrat, divulguer ou autrement faire usage de toute information confidentielle sans l'accord préalable écrit du GOUVERNEMENT.

7.2 Les informations confidentielles désignent toute information fournie par le GOUVERNEMENT ou les services dépendant de son autorité à ARENTFOX SCHIFF, ou obtenue par lui à l'occasion de la présente Mission, autre que les informations qui sont publiquement disponibles ou qui peuvent devenir légalement disponibles.

7.3 En cas de résiliation, suspension ou annulation du présent Contrat, ARENTFOX SCHIFF pourra conserver un exemplaire de tout matériel (avec pièces justificatives nécessaires) qu'il aurait développé pour le GOUVERNEMENT et/ou un des membres de l'Equipe dans le cadre de la Mission, et ce, à des fins d'archivage uniquement.

8. CONFLIT D'INTÉRÊT

8.1 ARENTFOX SCHIFF est un grand cabinet avec de nombreux domaines de pratique et de nombreux clients. Par conséquent, il est possible que, durant la représentation du GOUVERNEMENT, certains types de conflits surgissent dans des affaires qui ne sont pas substantiellement liées à cet engagement.

8.2 D'autres clients actuels ou futurs de ARENTFOX SCHIFF, peuvent demander au cabinet de les représenter dans des transactions ou des litiges dans lesquels ils vous sont défavorables. Le terme « litige » ne se limite pas aux situations dans lesquelles vous êtes demandeur ou défendeur. Il se peut qu'il soit demandé au cabinet à l'avenir de représenter des parties qui vous sont opposées dans le cadre de cet engagement ou d'engagements futurs.

8.3 Les règles de déontologie applicables qui régissent la conduite du cabinet sont conçues pour garantir que vous et nos autres clients recevez une représentation zélée et efficace, et que tous le cabinet, le GOUVERNEMENT et nos autres clients – ont une possibilité raisonnable de juger et d'être convaincus qu'une telle représentation zélée peut être fournie. Ces règles reflètent deux préoccupations principales concernant la relation entre l'avocat et son client. Le GOUVERNEMENT et les autres clients du Cabinet ont : (i) droit à la fidélité du cabinet, et le droit d'être assurés que toutes les informations confidentielles et secrètes du GOUVERNEMENT seront maintenant confidentielles.

8.4 Tant que les affaires dans lesquelles le cabinet nous sommes appelés à représenter d'autres clients ne sont pas substantiellement liées à une affaire dans laquelle nous vous avons représenté, nous sommes convaincus que notre représentation des autres clients dans de telles affaires n'interférera pas avec notre zèle à votre égard et n'entraînera pas la divulgation de vos informations confidentielles à nos autres

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clients. Nous estimons que ces engagements offrent une protection suffisante contre les risques que les règles de déontologie applicables visent à traiter.

8.5 ARENTFOX SCHIFF s'engage à ne pas représenter un autre client du cabinet dans un litige devant une juridiction américaine ou internationale qui mettrait en jeu les intérêts de l'État de Côte d'Ivoire.

9. AVIS ET NOTIFICATIONS

9.1 Toute notification au titre ou en relation avec les présentes devra être effectuée sous forme écrite, et sera valablement effectuée si elle est adressée par porteur ou envoyée par courrier avec justificatif de réception à l'attention des représentants suivants :

9.2 Pour le GOUVERNEMENT, le suivi de l'exécution du Contrat sera assuré par S.E.M. Fidèle SARASORRO, Ministre et Directeur du Cabinet du Président de la République, Abidjan Côte d'Ivoire

E-mail : fidele.sarasorro@presidence.ci

Pour ARENTFOX SCHIFF, le suivi de l'exécution du Contrat sera assuré par Maître Gérard LEVAL :

Attention : Me. Gérard Leval
Adresse : ARENTFOX SCHIFF LLP,
1717 K Street, NW,
Washington DC, 20006-5344 USA
Téléphone : 001 202.857.6198
Email : gerard.leval@afslaw.com

9.3 Tout changement d'adresse ou de représentant d'une Partie devra être notifié à l'autre Partie ainsi qu'il est prévu ci-dessus.

9.4 Les notifications adressées par porteur et dûment déchargées seront présumées avoir été faites à leur date de remise au destinataire, telle qu'attestée par le récépissé.

9.5 Les notifications faites par courrier recommandé avec avis de réception seront présumées avoir été faites à la date de leur première présentation à l'adresse du destinataire.

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10. LOI APPLICABLE

Le présent Contrat sera régi et interprété conformément aux lois de la District of Columbia, et il est reconnu qu'ARENTFOX SCHIFF est également soumis à la réglementation déontologique du Barreau de Washington DC aux Etas Unis d'Amérique et que cette réglementation sera applicable. REGLEMENT DES DIFFERENDS

10.1 Tous les litiges découlant de ou en relation avec ce Contrat, s'ils ne sont pas résolus à l'amiable entre les parties dans les trente (30) jours d'un avis de différend donné par la Partie la plus diligente, seront tranchés définitivement suivant le règlement de conciliation et d'arbitrage de la Chambre de Commerce Internationale par un (1) arbitre nommé en conformité avec le dit règlement.

10.2 Le lieu de l'arbitrage sera Washington et les langues de la procédure arbitrale le français et l'anglais. La sentence de l'arbitre sera finale et exécutoire.

10.3 Les Parties excluent par le présent article toute objection fondée sur une immunité relative à l'exécution du jugement.

Fait à Abidjan le.....
en deux (02) exemplaires

Et ont signé :

Pour la ARENTFOX SCHIFF LLP :

Fait à : Washington, DC USA

Le : 2 juillet ~~juin~~ 2025

Gérard LEVAL

Pour: RÉPUBLIQUE DE CÔTE D'IVOIRE :

Fait à : Abidjan, Côte d'Ivoire

Le : juin 2025

République de Côte d'Ivoire * Ministère des Finances et du Budget * LE MINISTRE

Adama COULIBALY

MINISTERE DES FINANCES ET DU BUDGET

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LEGAL ASSISTANCE CONTRACT

Between

THE REPUBLIC OF CÔTE D'IVOIRE

And

ARENTFOX SCHIFF LLP

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LEGAL ASSISTANCE CONTRACT

THIS AGREEMENT IS CONCLUDED BETWEEN THE UNDERSIGNED:

The Republic of Côte d'Ivoire, represented by the Minister of Finance and the Budget, at Abidjan Plateau, Avenue Marchand, Rue Lecoeur, Immeuble SCIAM 19e étage BP V 163 ABIDJAN Tel: (225) 20 30 25 26 – Fax: (225) 20 30 25 28,

hereinafter referred to as the "**REPUBLIQUE DE CÔTE D'IVOIRE**"

ON THE ONE HAND,

AND

ArentFox Schiff LLP, represented by Mr. Gérard LEVAL, partner of the firm duly authorized for the purposes hereof, domiciled at 1717 K Street, NW, Washington DC, 20006-5344, USA,

hereinafter referred to as **"ARENTFOX SCHIFF"**

MOREOVER

The GOVERNMENT and ARENTFOX SCHIFF being hereinafter individually referred to as a "**Party**" and collectively the "**Parties**".

RECITALS:

(A) The Government wishes to establish contacts with a view to better understanding the future directions of American policy towards Africa, and in particular countries such as Côte d'Ivoire;

(B) In particular, the Government wishes to provide assistance to the United States:

i) in order to assess the points of attention that could promote or weaken bilateral relations between Côte d'Ivoire and the United States;

ii) to define the main areas of interest on which cooperation between Côte d'Ivoire and the United States could be strengthened, particularly in the fields of defense and security in Africa and especially in the Gulf of Guinea region;

iii) to identify key figures in the United States who would have an interest in promoting cooperation between Côte d'Ivoire and the United States, including in the context of the promotion of democracy and the upcoming elections in Côte d'Ivoire, as well as human rights in Africa and the sub-Saharan region; and

iv) in an attempt to arrange meetings with members of the U.S. government and the U.S. legislature that would strengthen U.S.-Côte d'Ivoire ties.

(C) In order to advance the above objectives and to assist Côte d'Ivoire more generally in its relations with the United States Government, the GOUVRNEMENT wishes to engage the firm ARENTFOX SCHIFF LLP to represent the Republic of Côte d'Ivoire as the principal representative to assist it in working towards the accomplishment of these objectives.

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AS A RESULT, IT WAS AGREED AS FOLLOWS:

1. MISSION

1.1 The GOVERNMENT engages ARENTFOX SCHIFF to pursue and, as far as possible, achieve the objectives mentioned above ("the Mission"). In order to accomplish the Mission, ARENTFOX SCHIFF undertakes to undertake the following measures:

has. To inform the Government on a monthly basis of declarations, drafts and any other acts of the Congress and the Administration that may have an impact on Côte d'Ivoire and the sub-Saharan African region;

b. Assist the Government in preparing "Position Papers" describing the stability, prosperity, and rule of law that exists in Côte d'Ivoire in order to keep members of Congress and the Administration fully informed;

c. Focus members of Congress (through their teams) on Ivorian democracy and, in particular, by drawing their attention to the presidential election next October;

d. To liaise with members of Congress with a particular interest in sub-Saharan Africa, in order to keep them informed of events in the region and in particular in Côte d'Ivoire;

e. . In the long term: (i) work so that members of Congress can consider the creation of a CODEL (Congressional Delegation) for a visit to Côte d'Ivoire, (ii) work towards the creation of a "caucus" composed of members of Congress concerning Côte d'Ivoire and/or the sub-Saharan African region; (iii) consider meetings in Washington, DC between members of Congress and representatives of the Ivorian Government;

f. Organize regular meetings with Department of State officials responsible for the Sub-Saharan Africa region to develop close and cordial relations and to transmit and receive information that could be useful for strengthening U.S.-Côte d'Ivoire relations;

g. Assist the Government in formulating positions regarding U.S. economic policy (including, in particular, tariff policy) affecting Côte d'Ivoire for use in dialogue with members of the Administration as well as members of Congress;

h. Assist the Ministry of Defense of Côte d'Ivoire with its relations with the teams of the Department of Defense responsible for the sub-Saharan Africa region in order to strengthen the existing ties between the military of the two countries;

i. Assist the Embassy and the Government in organizing visits to Washington, DC by senior Ivorian personalities so that they can meet with as many people as possible who could benefit from such meetings and strengthen relations between the United States and Côte d'Ivoire;

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j. During planned visits by members of the Ivorian Government, attempt to organize conferences for these individuals with think tanks in the Washington, DC area as well as meetings with journalists focusing on the sub-Saharan African region; and

k. Provide the Government with a monthly report on the activities of ARENTFOX SCHIFF during the previous month.

1.2 ARENTFOX SCHIFF will provide all care and diligence in the execution of its Mission, particularly in terms of availability, mobility and respect for deadlines.

1.3 ARENTFOX SCHIFF will put at the service of the GOVERNMENT all the skills related to its expertise in the context of the Mission and will act diligently and reasonably in order to try to accomplish the Mission without guarantee of success.

2. PARTICIPANTS

2.1 ARENTFOX SCHIFF has appointed as part of the Mission Mr . Gérard LEVAL, Mr. Philip ENGLISH (former member of the House of Representatives), Mr. Daniel SJOSTEDT and Mr. Craig ENGLE, as well as all the members of their teams within the firm.

2.2 Stakeholders will make themselves available for meetings to be hosted by the GOVERNMENT, whether they are held in person, by phone or virtually.

2.3 It is recognized that in order to accomplish the Mission, one or more of ARENTFOX SCHIFF's lawyers will be required to register in accordance with the U.S. legislation (FARA) regarding lobbyists for foreign interests. Such a registration is a complex and public act. The GOVERNMENT will provide ARENTFOX SCHIFF with all the necessary information to facilitate such registration. This registration procedure can take between 7 to 10 days and the representation of the GOVERNMENT cannot take place until this registration is carried out.

2.4 The GOVERNMENT will provide all its assistance to ARENTFOX SCHIFF in order to facilitate such registrations.

2.5 In order to accomplish the Mission, ARENTFOX will have the opportunity to engage additional experts with the approval of the GOVERNMENT.

3. DURATION

3.1 This Agreement has a term of six (06) months, non-renewable, from 12 June 2025 to 12 December 2025. During the term of the Agreement, either Party may terminate it upon thirty (30) days' prior notice, by any means leaving a record of its receipt by the other Party.

3.2 Following the expiry of the initial term, the Parties will have the possibility of determining whether to extend the term of the Agreement.

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4. GENERAL PRICING CONDITIONS

4.1 All costs for the purchase of data, software, equipment, contractors, travel or other expenses will be charged at cost.

4.2 ARENTFOX SCHIFF will be paid a fixed fee of US$180,000 for its services pursuant to this Agreement. This amount will be paid within five (5) business days following the full execution of this Agreement.

4.3 If the Government wishes to organize travel, the costs of such travel will be borne by the GOVERNMENT.

5. BILLING AND PAYMENT

5.1 The terms of payment are as follows:

(a) an invoice is issued by ARENTFOX SCHIFF to the attention of the République de Côte d'Ivoire

(b) payments for ARENTFOX SCHIFF's services are made in US Dollars excluding VAT to the account referred to in the invoices that ARENTFOX SCHIFF will send to the GOVERNMENT

(c) for payment.

6. GOVERNMENT ASSISTANCE

The GOVERNMENT will provide ARENTFOX SCHIFF with the documentation and information necessary for the execution of its Mission and will make available to ARENTFOX SCHIFF the persons in Côte d'Ivoire likely to assist ARENTFOX SCHIFF in fulfilling its contractual efforts.

7. CONFIDENTIALITY

7.1 Unless required by law or in the context of a dispute between them, ARENTFOX SCHIFF shall not, during the performance of the Agreement and for three (3) years after the expiration or termination of the Agreement, disclose or otherwise make use of any confidential information without the prior written consent of the GOVERNMENT.

7.2 Confidential information means any information provided by the GOVERNMENT or the services under its authority to ARENTFOX SCHIFF, or obtained by it in the course of this Mission, other than information that is publicly available or that may become legally available.

7.3 In the event of termination, suspension or cancellation of this Contract, ARENTFOX SCHIFF may keep a copy of any material (with the necessary supporting documents) that

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it has developed for the GOVERNMENT and/or one of the members of the Team in the context of the Mission, for archiving purposes only.

8. CONFLICT OF INTEREST

8.1 ARENTFOX SCHIFF is a large firm with many practice areas and many clients. Therefore, it is possible that, during the representation of the GOVERNMENT, certain types of conflicts may arise in matters that are not substantially related to that commitment.

8.2 Other current or future clients of ARENTFOX SCHIFF, may ask the firm to represent them in transactions or disputes in which they are unfavorable to you. The term "litigation" is not limited to situations in which you are a plaintiff or defendant. The firm may be asked in the future to represent parties who are opposed to you in connection with this or future commitments.

8.3 The applicable rules of professional conduct that govern the conduct of the firm are designed to ensure that you and our other clients receive zealous and effective representation, and that all – the firm, the GOVERNMENT and our other clients – have a reasonable opportunity to judge and be satisfied that such zealous representation can be provided. These rules reflect two main concerns about the lawyer-client relationship. The GOVERNMENT and the Firm's other clients have: (i) a right to the firm's loyalty, and the right to be assured that all confidential and secret information of the GOVERNMENT will now be confidential.

8.4 As long as the matters in which the firm we are called upon to represent other clients are not substantially related to a matter in which we have represented you, we are satisfied that our representation of other clients in such matters will not interfere with our zeal for you and will not result in the disclosure of your confidential information to our other clients. We believe that these commitments provide sufficient protection against the risks that the applicable ethical rules are intended to address.

8.5 ARENTFOX SCHIFF undertakes that it will not to represent before an American or international court another client of the firm in any dispute involving the interests of Côte d'Ivoire.

9. NOTICES AND NOTIFICATIONS

9.1 Any notification under or in connection with these Terms and Conditions shall be in writing, and shall be validly effected if sent by hand or sent by mail with proof of receipt to the attention of the following representatives:

For the GOVERNMENT, the monitoring of the execution of the Contract will be ensured by H.E. Mr. Fidèle SARASSORO, Minister and Cabinet Director of the President of the Republic, authorized for purposes of this agreement.

9.2 Abidjan, Ivory Coast

E-mail: fidele.sarassor@presidence.ci

For ARENTFOX SCHIFF, the monitoring of the implementation of the Contract will be ensured by Gérard LEVAT, Esq.:

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Attention: Gérard Leval, Esq.
Address: ARENTFOX SCHIFF LLP,
1717 K Street, NW,
Washington DC, 20006-5344 USA
Phone: 001 202.857.6198
Email: gerard.leval@afslaw.com

9.3 Any change of address or representative of one Party shall be notified to the other Party as provided above.

9.4 Notices sent by bearers and duly discharged shall be presumed to have been made on the date of delivery to the addressee, as evidenced by the receipt.

9.5 Notifications made by registered mail with acknowledgement of receipt shall be presumed to have been made on the date of their first presentation to the addressee's address.

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10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, and it is acknowledged that ARENTFOX SCHIFF is also subject to the ethical regulations of the Bar of Washington DC in the United States of America and that such regulations shall be enforceable. DISPUTE RESOLUTION

10.1 All disputes arising out of or in connection with this Agreement, if not resolved amicably between the parties within thirty (30) days of notice of dispute given by the Most Diligent Party, shall be finally decided in accordance with the Conciliation and Arbitration Rules of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with such rules.

10.2 The place of arbitration shall be Washington, D.C., and the languages of the arbitral proceedings shall be English and French. The arbitrator's award shall be final and binding.

10.3 The Parties hereby exclude any objection based on immunity relating to the execution of the judgment.

And signed:

For ARENTFOX SCHIFF LLP:

Made at: Washington, DC USA

On: ~~June~~ July 2, 2025

Gérard LEVAL

For the REPUBLIC OF CÔTE D'IVOIRE :

Done at: Abidjan, Côte d'Ivoire:

On: June , 2025

République de Côte d'Ivoire ★ Ministère des Finances ★ LE MINISTRE DU BUDGET

Adama COULIBALY

MINISTRY OF FINANCE AND THE BUDGET

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