Received by NSD/FARA Registration Unit 10/06/2022 10:42:35 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
THE BROOKS LAW FIRM PC

2. Registration Number
7178

3. Primary Address of Registrant
275 FOREST ROAD, SUITE 100, HUEYTOWN, AL 35023

4. Name of Foreign Principal
Republic of Burundi

5. Address of Foreign Principal
Presidential Palace, Mutimbuzi District North
Bujumbura, Burundi
BURUNDI

6. Country/Region Represented
BURUNDI

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
Executive Branch

b) Name and title of official with whom registrant engages
Col. Aloys Sindayihebura, President's Chief of Staff

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 10/06/2022 10:42:35 PM

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

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

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

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

Received by NSD/FARA Registration Unit 10/06/2022 10:42:35 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
10/06/2022	Hycall Brooks	/s/Hycall Brooks

Received by NSD/FARA Registration Unit 10/06/2022 10:42:35 PM

Received by NSD/FARA Registration Unit 10/06/2022 10:42:33 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
10-3-2022	Hycall Brooks, III	

Received by NSD/FARA Registration Unit 10/06/2022 10:42:33 PM

Received by NSD/FARA Registration Unit 10/06/2022 10:42:39 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
THE BROOKS LAW FIRM PC	7178

3. Name of Foreign Principal
Republic of Burundi

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? 09/30/2022

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

Registrant shall request aid from the government of the United States on behalf of the client, the Republic of Burundi.

Received by NSD/FARA Registration Unit 10/06/2022 10:42:39 PM

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

Registrant shall request aid and or funds for future services to be rendered to the United States of America on behalf of the Republic of Burundi. Furthermore, the Republic of Burundi, through the registrant, seeks to enter into contracts concerning rare earth minerals, nickel and other items with the United States of America.

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 intends to prepare or disseminate informational materials to Agencies of the United States of America, including the required disclosure language as required by the Act. Registrant intends to request legislators to introduce registrant to said agencies so registrant can advocate for agreements with the Republic of Burundi.

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

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

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

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

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

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

Received by NSD/FARA Registration Unit 10/06/2022 10:42:39 PM

Received by NSD/FARA Registration Unit 10/06/2022 10:42:39 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
10/06/2022	Hycall Brooks	/s/Hycall Brooks

Received by NSD/FARA Registration Unit 10/06/2022 10:42:39 PM

Received by NSD/FARA Registration Unit 10/06/2022 10:42:33 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
10-3-2022	Hycall Brooks, III	

Received by NSD/FARA Registration Unit 10/06/2022 10:42:33 PM

Received by NSD/FARA Registration Unit 10/06/2022 10:42:39 PM

THE BROOKS LAW FIRM, P.C.
CONSULTING AGREEMENT

This Consulting Agreement, dated effective September 30, 2022, 2022 (this "Agreement"), is made and entered into by and among the **Republic of Burundi,** ("**Burundi**") and **The Brooks Law Firm, P.C.**, ("Consultant").

ARTICLE 1 -SCOPE OF WORK

1.1 Services. Burundi has engaged Consultant to provide specialized services in connection with **Burundi's** desire to receive military, homeland security, counter terrorism, anti-narcotic, customs security, border security, health, education (including but not limited to educational exchanges), agriculture and food-security funding, expertise, equipment, materials, training, aid, and other assistance from the United States of America. Consultant will provide consultation, project management and paymaster services for the disbursement of such funds, and such other services as described in Schedule A (collectively, the "consulting services").

1.2 Confidentiality. In order for Consultant to perform the consulting services, it may be necessary for **Burundi** to provide Consultant with Confidential Information (as defined below). **Burundi** will rely heavily upon Consultant's integrity and prudent judgment to use this information only in the best interests of **Burundi**.

1.3 Outside Services. Consultant may use the service of other persons, entity, or organization in the performance of Consultant and paymaster's duties without the prior written consent of an officer of **Burundi**. Should Consultant use the services of any other person, entity, or organization, no information regarding the services to be performed under this Agreement shall be disclosed to that person, entity, or organization until such person, entity, or organization has executed an agreement to protect the confidentiality of **Burundi's** Confidential Information (as defined in Article 5) and **Burundi's** absolute and complete ownership of all right, title, and interest in the work performed under this Agreement.

1.4 Reports. Consultant shall in its sole discretion periodically provide **Burundi** with written reports of his observations and conclusions regarding the consulting services. Upon the termination of this Agreement, Consultant shall, upon the written request, prepare a final report of Consultant's activities. The persons listed in Schedule B will be the primary points of contact for the Consultant.

ARTICLE 2 - INDEPENDENT CONTRACTOR AND COOPERATION

2.1A Independent Contractor. Consultant is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with **Burundi**. The manner in which Consultant's services are rendered shall be within Consultant's sole control and discretion. Consultant may enter into strategic partnerships with other firms to complete the work; however, the compensation shall remain the same as identified in Section 3.1 (and Consultant is solely obligated to pay any partners selected by Consultant). Consultant is not authorized to speak for, represent, or obligate **Burundi** in any manner without the prior express

Received by NSD/FARA Registration Unit 10/06/2022 10:42:39 PM

Received by NSD/FARA Registration Unit 10/06/2022 10:42:39 PM

written authorization from those governmental officials listed in Schedule C[1] for matters other than the issues identified in Schedule A.

2.1B Furthermore, **Burundi** shall make their Washington D.C. embassy, or other embassies and embassy officials, including but not limited to their Ambassadors, reasonably available upon written request to Consultant for purposes of meeting with Aid Providing Governments and Countries willing to enter into contracts for services with **Burundi**. Furthermore, upon execution of this agreement **Burundi** shall issue a Press Release from its Washington D.C. embassy concerning the retention of The Brooks Law Firm, P.C. and its partners Charles I. Brooks and Hycall Brooks, III, specifically, and provide Consultant an email copy of same. **Burundi** shall, upon written request, provide letters on official letterhead confirming the relationship with Consultant.

2.2 Taxes. Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement and shall be responsible for all payroll taxes and fringe benefits of Consultant's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by **Burundi** on behalf of Consultant or his employees. Consultant understands that he is responsible to pay, according to law.

2.3 Benefits. Consultant and Consultant's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of **Burundi**. No workers' compensation insurance shall be obtained by Consultant or Consultant's employees.

ARTICLE 3 - COMPENSATION FOR CONSULTING SERVICES

3.1 Compensation. Burundi shall pay to Consultant Forty (40%) Percent of all CASH (funds, aid, finances, pay for services, grants, awards and/or reasonably hypothecated items) consultants obtain on behalf of **Burundi** for services rendered to **Burundi** under this Agreement. Any NON-CASH gifts (facilities, equipment, services, trainings, materials and goods that cannot be reasonably hypothecated) shall be the total and exclusive property of **Burundi**. Except to the extent possible the Consultant shall receive the reasonable monetary value of Twenty (20%) Percent of any NON-CASH aid. The Administrative fee to Co-Administer a Trust on behalf of and/or in conjunction with **Burundi**, shall be Five (5%) Percent of all annual income derived from the Trust. Consultant shall act as Co-Administrator during the term of this contract. **Burundi** shall in its sole discretion appoint two (2) other Co-Administrators of the Trust, should Consultant be required to do so per any agreements obtained. The parties agree, that once Consultant engages its political contacts, that its fee is due whether or not **Burundi** through its employees or third-parties intervene in the negotiations.

---

[1] It shall be the sole responsibility of the Republic of Burundi to provide Consultant with Schedule C, and or inform Consultant in writing if such persons have been. All necessary contact information will be provided by the Republic of Burundi, should it choose to provide a Schedule C.

Received by NSD/FARA Registration Unit 10/06/2022 10:42:39 PM

Received by NSD/FARA Registration Unit 10/06/2022 10:42:39 PM

3.2 Escrow Agreement. The parties agree that any funds generated from this agreement will initially be deposited into Consultant's Attorney-Client Trust Account (IOLTA Account) with a top 10 bank, namely JP Morgan Chase. Such funds will then be disbursed by Consultant accordingly from the IOLTA Account insuring all obligations are fairly met. Consultant shall charge nothing additional for this escrow service. The only fees charged will be those specifically listed in Paragraph 3.1.

ARTICLE 4 - TERM AND TERMINATION

4.1 Term. This Agreement shall be effective as of September 30, 2022, and shall continue in full force and effect for Sixty (60) consecutive months and be renewable annually by mutual agreement of the parties. **Burundi** and Consultant shall extend the term of this Agreement for a period of an additional twelve (12) consecutive months and the terms and conditions under which the relationship shall continue as currently stated as long as Consultant has within the first twenty-four (24) months procured benefits to **Burundi** in the amount of at least Twenty (20) Million Dollars US.

4.2 Termination. Burundi may terminate this Agreement for "Cause," after giving Consultant written notice of the reason. Cause strictly means: Consultant has been adjudicated in the United States of America as committing fraud, misappropriation, or embezzlement in connection with **Burundi**. Upon termination, payments in full from all contracts and agreements procured during the contract period shall continue for the life of the project procured during the contract period.

4.3 Responsibility upon Termination. Any equipment and material provided by **Burundi** to Consultant in connection with or furtherance of Consultant's services under this Agreement, including, but not limited to, computers, laptops, and personal management tools, shall, immediately upon the termination of this Agreement, be returned to **Burundi**.

4.4 Survival. The provisions of Articles 5, 6, 7, and 8 of this Agreement shall survive the termination of this Agreement and remain in full force and effect thereafter.

ARTICLE 5 - CONFIDENTIAL INFORMATION

5.1 Obligation of Confidentiality. In performing consulting services under this Agreement, Consultant may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of **Burundi**. Consultant agrees that Consultant will not and Consultant's employees, agents, or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than **Burundi**, or disclose such Confidential Information without the written authorization of the appropriate **governmental** official, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

5.2 Definition. "Confidential Information" means information not generally known and proprietary to **Burundi** or to a third party for whom **Burundi** is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials, or designs (whether or not patented or

Received by NSD/FARA Registration Unit 10/06/2022 10:42:39 PM

patentable), directly or indirectly useful in any aspect of the business of **Burundi**, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of **Burundi**, any confidential secret development or research work of **Burundi**, or any other confidential information or proprietary aspects of the business of **Burundi**. All information which Consultant acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant or by others, which Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by **Burundi** as being Confidential Information, shall be presumed to be Confidential Information.

5.3 Property of Burundi. Consultant agrees that all plans, manuals, and specific materials developed by the Consultant on behalf of **Burundi** in connection with services rendered under this Agreement, are and shall remain the exclusive property of **Burundi**. Upon the request of **Burundi**, Consultant shall return to **Burundi** all documents and tangible items, including samples, provided to Consultant or created by Consultant for use in connection with services to be rendered hereunder, including, without limitation, all Confidential Information, together with all copies and abstracts thereof. Except, Consultant within it sole discretion can determine the timing of such return so as not to interfere with any services it is providing on behalf of **Burundi**.

5.4 F.A.R.A. Registration. **Burundi** agrees that Consultant is legally obligated to register this contract with the U.S. Department of Justice under the Foreign Agents Registration Act (22 U.S.C. § 611 et seq). All parties understand this contract shall become a public document in the United States of America as a result thereof, except Schedule B (Attorney-Client Privileged Contact Information).

ARTICLE 6 - RIGHTS AND DATA

All drawings, models, designs, formulas, methods, documents, and tangible items prepared for and submitted to **Burundi** by Consultant in connection with the services rendered under this Agreement shall belong exclusively to **Burundi** and shall be deemed to be works made for hire (the "Deliverable Items"). To the extent that any of the Deliverable Items may not, by operation of law, be works made for hire, Consultant hereby assigns to **Burundi** the ownership of copyright or mask work in the Deliverable Items, and **Burundi** shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Deliverable Items. Consultant agrees to give **Burundi** or its designees all assistance reasonably required to perfect such rights.

ARTICLE 7 - CONFLICT OF INTEREST AND NON-SOLICITATION

7.1 Conflict of Interest. Consultant covenants and agrees not to consult or provide any services in any manner or capacity to a direct competitor of **Burundi** during the duration of this Agreement unless express written authorization to do so is given by the appropriate **governmental** official. A direct competitor of **Burundi** for purposes of this Agreement is defined solely as any nation that directly borders **Burundi**.

7.2 Non-Solicitation. Consultant covenants and agrees that during the term of this Agreement, Consultant will not, directly or indirectly, through an existing corporation,

Received by NSD/FARA Registration Unit 10/06/2022 10:42:39 PM

unincorporated business, affiliated party, successor employer, or otherwise, solicit, hire for employment or work with, on a part-time, consulting, advising, or any other basis, other than on behalf of **Burundi** any employee or independent contractor employed by **Burundi** while Consultant is performing services for **Burundi**.

7.3 Non-Circumvention. Upon Consultant providing a written report to **Burundi** disclosing the income source within the United States Government by which Consultant is pursuing on behalf of **Burundi**, **Burundi** agrees not to use any individual, company, law firm, direct intervention or any third party that would act in a way to circumvent the efforts of the Consultant during the lifetime of this agreement. All parties to this contract agree to act in good faith during the duration of this contract, and owe each other the duty of fair dealing.

ARTICLE 8 - RIGHT TO INJUNCTIVE RELIEF

Consultant acknowledges that the terms of Articles 5, 6, and 7 of this Agreement are reasonably necessary to protect the legitimate interests of **Burundi**, are reasonable in scope and duration, and are not unduly restrictive. Consultant further acknowledges that a breach of any of the terms of Articles 5, 6, or 7 of this Agreement will render irreparable harm to **Burundi**, and that a remedy at law for breach of the Agreement is inadequate, and that **Burundi** shall therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. Consultant acknowledges that an award of damages to **Burundi** does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

ARTICLE 9 - GENERAL PROVISIONS

9.1 Construction of Terms. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

9.2 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the United States of America, State of Alabama, venue shall solely be in the courts of Jefferson County, Alabama (Specifically the Bessemer Division). No party will seek to move venue on any basis, including but not limited to forum non-convenience.

9.3 Complete Agreement. This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

9.4 Modification. No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

9.5 Waiver of Breach. The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach. Furthermore, should Consultant agree to reduce any amount owed Consultant, such agreement shall not operate to effect any other income stream owed to Consultant.

Received by NSD/FARA Registration Unit 10/06/2022 10:42:39 PM

9.6 Successors and Assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. The benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns.

9.8 No Conflict. Consultant warrants that Consultant has not previously assumed any obligations inconsistent with those undertaken by Consultant under this Agreement.

9.9 Counterparts. This document can be signed in counterparts. E-signatures are also an acceptable form of signing this document.

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

[Republic of Burundi]

Sinday

Name: Col Aloys SINDAYIHEBURA
Title: PRESIDENTIS CHIEF OF STAFF

The Official Seal of the Republic of Burundi

REPUBLIQUE DU BURUNDI
CABINET DU PRESIDENT

[The Brooks Law Firm, P.C.]

By: _____
Hycall Brooks III Esq.

Its: Partner

Email Address: Charles@advocatebrooks.com

275 Forest Road
Hueytown, Al 35023
(USA)

Received by NSD/FARA Registration Unit 10/06/2022 10:42:39 PM

Received by NSD/FARA Registration Unit 10/06/2022 10:42:39 PM

Schedule A

CONSULTING SERVICES

Burundi has engaged Consultant to provide specialized services in connection with **Burundi's** desire to receive military, homeland security, counter terrorism, anti-narcotic, customs security, border security, health, education (including but not limited to educational exchanges), agriculture and food-security funding, expertise, equipment, materials, training, aid, and other assistance from the United States of America. Consultant will provide consultation, project management and paymaster services for the disbursement of such funds, and such other services (collectively, the "consulting services"). **Burundi** agrees to work in good faith with Consultant to construct any agreement which requires **Burundi** to provide security arrangements, and/or engage in the areas listed above, and will not unreasonably withhold consent.

Initials of the Republic of Burundi's signatory: _____

Initials of the Consultant's signatory: _____

Received by NSD/FARA Registration Unit 10/06/2022 10:42:39 PM