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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
Valcour, LLC

2. Registration Number
7373

3. Primary Address of Registrant
1455 Pennsylvania Avenue, NW, Suite 640, Washington, DC 20004

4. Name of Foreign Principal
Maton Engineering Nigeria Limited

5. Address of Foreign Principal
No. 1 Matthew Tonlagha Close, Effurun-Sapele Road
Effurun, Delta State, Nigeria
NIGERIA

6. Country/Region Represented
NIGERIA

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

b) Name and title of official(s) with whom registrant engages

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.

Maton Engineering Nigeria Limited, a Limited Liability Company, brings together top specialists in Electrical, Civil, Mechanical, Dredging, and HDD to help oil and gas companies deliver complex projects with confidence.

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.

Maton is a privately owned limited liability company. Matthew Tonlagha, Chairman and CEO, manages Maton Engineering.

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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
01/09/2026	Matthew Mowers	Sign	/s/Matthew Mowers
		Sign	
		Sign	
		Sign	

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EXECUTION

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Date	Printed Name	Signature
01.09.26	Matt Mowers	

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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
Valcour, LLC	7373

3. Name of Foreign Principal

Maton Engineering Nigeria Limited

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? 12/30/2025

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

To provide consulting services for strategic communications &
government affairs with US Media and government officials, including the U.S. Congress and Executive Branches,
for the purpose of strengthening the bilateral relationship between the U.S. and Nigeria.

Per agreement, agreement effective and service began upon receipt of first payment. First payment received on
December 30, 2025.

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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.

Valcour will provide consulting services for strategic communications &
government affairs with US Media and government officials, including the U.S. Congress and Executive Branches,
for the purpose of strengthening the bilateral relationship between the U.S. and Nigeria.

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.

To provide consulting services for strategic communications &
government affairs with US Media and government officials, including the U.S. Congress and Executive Branches,
for the purpose of strengthening the bilateral relationship between the U.S. and Nigeria.

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
12/30/2025	Maton Engineering Nigeria Limited	Payment for Services	$ 360,000.00
			$ 360,000.00 Total

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
12/31/2025	Bridgeway Advocacy	Monthly Retainer for subcontractor services	$ 105,000.00
01/05/2026	Mount Olives LLC	Monthly Retainer for subcontractor services	$ 60,000.00
			$ 165,000.00 Total

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

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

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this 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
01/09/2026	Matthew Mowers	Sign	/s/Matthew Mowers
		Sign	
		Sign	
		Sign	

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EXECUTION

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Date	Printed Name	Signature
01.09.26	Matt Mowers	

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CONSULTING AGREEMENT

THIS AGREEMENT ("Agreement"), executed this 3rd Day of December 2025, by and between **Valcour, LLC**, a Limited Liability Company with offices at 1455 Pennsylvania Avenue NW, Suite 640, Washington, DC 20004 ("CONSULTANT"), and Maton Engineering Nigeria Limited, a Limited Liability Company with offices at No. 1 Matthew Tonlagha Close, Effurun-Sapele Road, Effurun, Delta State, Nigeria ("CLIENT"). In consideration of the mutual promises and covenants set forth herein, and intending to be bound hereby, CONSULTANT and CLIENT agree to the following terms:

1. CONSULTANTS's Services

CLIENT does hereby retain CONSULTANT to provide consulting services for strategic communications & government affairs with US Media and government officials, including the U.S. Congress and Executive Branches, for the purpose of strengthening the bilateral relationship between the U.S. and Nigeria, according to the terms set forth in this agreement.

2. Term of Contract

This agreement will be in effect from, December 15, 2025 through June 14, 2026 (the "Term"). The effect of this contract shall begin upon signature of this contract and receipt of initial three-month retainer payment, due upon signing. This agreement may be terminated by either party, after the first 90 days, with 30 days written notice being provided to the other party. Any fees and or expenses due at the time of termination shall be paid promptly. Upon completion of the Term, and in the event that the CLIENT and CONSULTANT desire to maintain or renew their business relationship, they may do so only by mutual agreement signed by both parties.

3. Fees

In return for the performance of the services to be provided to CLIENT by CONSULTANT, CLIENT agrees to pay CONSULTANT a fee of $120,000 per month, payable quarterly in advance by check or wire transfer. Initial quarterly payment is due upon signing, with future quarterly payments due no later than 10 days after receipt of invoice. In addition, CLIENT agrees to reimburse CONSULTANT for all necessary expenses, expenses over $500 will require pre-approval from CLIENT before they are incurred. All invoices to CLIENT will detail any expenses, which will be invoiced at cost. If services provided to CLIENT by CONSULTANT require airline travel, CLIENT agrees that CONSULTANT will utilize business-class airfare or private transportation, with pre-approval from CLIENT. Travel expenses will be wired for payment in advance, based on pre-approved estimates by CLIENT.

CLIENT shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by CLIENT hereunder; provided, that, in no event shall CLIENT pay or be responsible for any taxes imposed

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on, or regarding, CONSULTANT's income, revenues, gross receipts, personnel, or real or personal property or other assets.

Except for invoiced payments that CLIENT has successfully disputed, all late payments shall bear interest at the lesser of the rate of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. CLIENT shall also reimburse CONSULTANT for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which CONSULTANT does not waive by the exercise of any rights hereunder), CONSULTANT shall be entitled to suspend the provision of any Services if the CLIENT fails to pay any undisputed amounts when due hereunder and such failure continues for fifteen (15) days following written notice thereof.

4. Indemnification

CLIENT shall indemnify and hold CONSULTANT, its employees, directors, officers, agents, and volunteers harmless against and from any and all claims, demands, liabilities, actions, damages, costs, and expenses related thereto (including attorneys' fees, court costs, and other expenses of litigation) and all damages and liabilities of any kind or nature whatever, arising out of or attributable to the CLIENT's negligence.

5. Notices

Notice of Termination under this Agreement shall be in writing and shall be effective when actually delivered in person, via email or three days after being deposited in the United States mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other.

6. Assignment

Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without the prior written consent of the other party.

7. Limited Warranty

CONSULTANT warrants that it shall perform the Services in a timely, workmanlike and professional manner in accordance with generally recognized industry standards for similar services. CONSULTANT's sole and exclusive liability and CLIENT's sole and exclusive remedy for breach of this warranty shall be as follows: CONSULTANT shall use reasonable commercial efforts to promptly cure any such breach, provided that if CONSULTANT cannot cure such breach within a reasonable time (but no more than thirty (30) days) after CLIENT's written notice of such breach, CLIENT may, at its option, terminate the Agreement by serving written notice of termination in accordance with Sections 2 and 5. In the event the Agreement is so terminated, CONSULTANT shall, within thirty (30) days after the effective date of termination, refund to CLIENT any fees paid by CLIENT as of the date of termination for the Services, less a deduction equal to the fees for receipt or use of such Services up to and including the date of termination on a pro-rated basis. The foregoing remedy shall not be available unless CLIENT provides written notice of such breach within thirty (30) days after the delivery of the applicable Service. CONSULTANT makes no

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warranties except for that provided in this section 7. All other warranties, express and implied, are hereby expressly disclaimed.

8. Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. CONSULTANT agrees to assume exclusive liability for any and all taxes, assessment, levies or fines which may be deemed owed by it, or to any employee or contractor of CONSULTANT as a result of performance of Services pursuant to this Agreement. It is understood and agreed that CLIENT will not be responsible for the payment or withholding of federal, state, and/or local taxes, payroll taxes, social security taxes, health insurance, unemployment insurance, workman's compensation benefits, and other similar personnel costs incurred by CONSULTANT in connection with this Agreement.

9. Non-Solicitation

During the Term and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement who is then in the employ of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for purposes of this Section, and the hiring of any employee or independent contractor who responds thereto shall not be a breach of this Section.

10. Exclusivity

CONSULTANT may provide services and advice to other clients that does not create conflict of interest with the Services provided to CLIENT under this Agreement in the sole discretion of CONSULTANT.

11. Law Governing

This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. In no way does this or any provision herein waive either party's rights to challenge the *in personam* or subject matter jurisdiction of the court over the parties or matter which may arise.

12. Attorney Fees

In the event a suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that all parties shall bear their respective attorneys' fees.

13. Presumption

This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party unless such ambiguity exists such that a court must make such construction.

14. No Third-Party Beneficiaries

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This Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

15. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not invalidate or otherwise affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were eliminated.

16. Titles and Captions

All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

17. Pronouns and Plurals

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.

18. Entire Agreement

This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

19. Modifications Must Be in Writing

This Agreement may not be changed orally. All modifications of this Agreement must be in writing and must be signed by each party.

20. Good Faith, Cooperation and Due Diligence

The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

21. Compliance

CONSULTANT complies fully with all laws covering the representation of foreign principals and interests in the US, including but not limited to the Foreign Agents Registration Act ("FARA"). CONSULTANT anticipates that it will register under FARA in connection with the work described in this Agreement, and CLIENT acknowledges and agrees that CONSULTANT's compliance with FARA will include public filings with the U.S. Department of Justice that will include the text of this Agreement, information on receipts and disbursements made under this Agreement, and details of certain activities undertaken pursuant to this Agreement. CLIENT agrees to comply and assist CONSULTANT in complying, fully with U.S. laws. CLIENT agrees that the filing fees and legal expenses associated with CONSULTANT's compliance shall be considered pre-approved necessary expenses to be reimbursed by CLIENT as described in section 3 of this Agreement.

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22. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

23. Facsimile Signatures

Facsimile or scanned/email transmission of any signed original document, and the retransmission of any signed facsimile or scanned/email transmission, shall be the same as delivery of the original signed document. At the request of any party, a party shall confirm documents with a facsimile transmitted signature by signing an original document.

IN WITNESS THEREOF, the parties hereto have executed this Agreement in duplicate.

VALCOUR, LLC

Matt Mowers
President

Date: 16/12/2025

In the presence of and witnessed by:

Name: Bill Killion

Position: Senior Vice President

Signature:

MATON ENGINEERING NIGERIA LIMITED

Matthew Tonlagha
Chairman/CEO

Date: 16\12\2025

In the presence of and witnessed by:

Name: Larry Cornelius Malemi

Position: Corporate Secretary/Legal Head

Signature:

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