

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .49 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, Registration 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 and Address of Registrant The Glover Park Group, LLC	2. Registration No. 5666
---	---------------------------------

3. Name of Foreign Principal The Embassy of the Republic of Cameroon	4. Principal Address of Foreign Principal 3400 International Drive NW Washington, DC 20008
---	--

5. Indicate whether your foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
The Embassy of the Republic of Cameroon

b) Name and title of official with whom registrant deals
His Excellency Etoundi Essomba, Ambassador of the Republic of Cameroon to the United States of America

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

a) Principal address
N/A

b) Name and title of official with whom registrant deals

c) Principal aim

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.

8. 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

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. 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.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A September 22, 2018	Name and Title Joel Johnson, Managing Director	Signature /s/ Joel Johnson eSigned
--	---	---

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .33 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, Registration 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 Glover Park Group, LLC

2. Registration No.

5666

3. Name of Foreign Principal

The Embassy of the Republic of Cameroon

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

Registrant will provide government affairs and communications services and support to the Embassy of the Republic of Cameroon and related agencies with regard to its relations with the United States and relevant multilateral institutions.

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

Registrant will provide government affairs and communications services and support to the Embassy of the Republic of Cameroon and related agencies with regard to its relations with the United States and relevant multilateral institutions.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

Registrant will provide government affairs and communications services and support to the Embassy of the Republic of Cameroon and related agencies with regard to its relations with the United States and relevant multilateral institutions.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
September 22, 2018	Joel Johnson, Managing Director	/s/ Joel Johnson eSigned

Footnote: "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.



CONSULTING AGREEMENT

This Consulting Agreement ("**Agreement**") is made as of the 19th of September, 2018, between the Embassy of the Republic of Cameroon (the "**Embassy**") with offices at 3400 International Drive, NW, Washington, DC 20008, United States of America, and The Glover Park Group, LLC ("**GPG**"), a government affairs and communications company with offices located at 1025 F Street, NW, 9th Floor, Washington, DC 20004, United States of America.

RECITALS

- A. GPG has experience in government affairs, communications and advisory services;
- B. The Embassy desires to engage the advisory services of GPG, and GPG desires to provide advisory services to the Embassy upon the terms and conditions below.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Advisory Duties**. GPG will act as an advisor to the Embassy and related agencies of the Government of the Republic of Cameroon on government affairs and communications matters. GPG will assist the Embassy and related agencies on the activities set forth in **Exhibit A** on a reasonable best effort basis.
2. **Term**. GPG's duties under this Agreement shall commence on September 1, 2018 and continue until August 31, 2019; *provided* that the parties may (i) revise this Agreement after the initial six-month period as may be further agreed, and (ii) renew this Agreement for an additional time period as may be further agreed.
3. **Independent Contractor Status**. It is understood that GPG is an independent contractor and is not an employee or partner of the Embassy, and shall not hold itself out to the public as an employee or partner of the Embassy. The Embassy will not provide, nor will it be responsible to pay for, any benefits for GPG.
4. **Employees of Independent Contractor**. GPG may, in its sole discretion, hire as many employees, contractors or other persons as it requires in order to fulfill its obligations under Section 1 of this Agreement. The Embassy will be advised of the employment or hiring by GPG of such persons. Such persons shall not be deemed employees of the Embassy unless specified otherwise. If such persons are employees of GPG, then GPG shall be solely responsible for all necessary insurance and payroll deductions for such persons, including, but not limited to, federal, state, and local income taxes, Social Security taxes, unemployment compensation taxes, and workers' compensation coverage, and any other fees, charges or licenses required by law. If such persons are contractors of GPG, then the independent contracting relationship shall be established between such contractor and GPG exclusively, and GPG shall be responsible for directing the duties of such contractor.
5. **Business of Independent Contractor**. GPG may engage in any other business that it desires and is not required to devote all of its energies exclusively for the benefit of the Embassy.
6. **No Solicitation**. During the term of this Agreement and for a period of one year after its termination, the Embassy will not for its purposes or on behalf of any party or any of its affiliates, employ, take away or attempt to employ or take away any GPG employee which the Embassy becomes aware of because of such employee's provision of Services under this Agreement, unless the Embassy has received the prior written approval of GPG. This shall not apply to responses by any GPG employee to any advertising or other.

7. **Discrimination.** No person on the ground of handicap, race, color, religion, sex, sexual orientation, age, or national origin, will be excluded from participating in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of GPG. GPG shall, upon request, show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants, notices of non-discrimination.
8. **Compensation.**
 - a) **Monthly Fee.** To secure GPG's involvement in providing the Services described above, The Embassy shall pay GPG a \$51,000 per month non-refundable fee.
 - b) **Additional Fees.** The Embassy shall also pay GPG, upon receipt of invoices from GPG (i) for the costs of all approved production and research projects, such amounts based on the budgets set forth for such projects, (ii) for the costs of all approved website development, start-up and ongoing maintenance fees, such amounts based on the budgets set forth for such projects, and (iii) for the development, production, and placement of paid advertisements, the standard GPG commission on media buys, which commission is 15% of the gross media spend.
 - c) **Expenses.** The Embassy shall pay GPG a client resource fee equal to 1.5% of the Monthly Fee to reimburse GPG for the following: (1) expenses for subscription-based or fee-based resources of news, business information and business or market data, and (2) expenses such as long distance telephone and fax charges, photocopying and postage. The Embassy shall reimburse GPG for other pre-approved out-of-pocket expenses incurred outside of the Washington, DC area, such as: travel, meals, accommodations, conference calls, international wire fees, courier and shipping at cost as incurred, and any sales and use taxes related to those out-of-pocket expenses.
9. **Invoices; Payments Thereof.** GPG will submit invoices on a quarterly basis to the Embassy for costs and expenses incurred under the terms of this Agreement. Invoices will be submitted by GPG at the beginning of the first month of each quarter, and will be payable within seven days. All invoices are to be submitted to the attention of the Office of the Ambassador at the following address: Embassy of the Republic of Cameroon, 3400 International Drive, NW, Washington, DC 20008. Within 7 days from receipt of the quarterly invoice, payment will be made to GPG by the Embassy.
10. **Disclosure and Confidentiality.** All non-public information marked as such and given to GPG by the Embassy will be considered confidential information and shall be maintained as such by GPG until the same becomes known to third parties or the public without release thereof by GPG, or unless GPG is otherwise ordered by a court of law or governmental authority to release such information, *provided*, that in such instance, GPG shall notify the Embassy as promptly as possible of such obligation to release confidential information. GPG shall take all necessary steps to safeguard the confidentiality of such material or information. GPG will give the Embassy notice as set forth herein before making such disclosure of non-public information. Further, GPG agrees to inform the Embassy immediately upon receiving reason to believe that persons or entities are seeking to obtain any confidential information from GPG.
11. **Legal Filings.** It is understood that GPG may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of the Embassy and thereafter will be required to file the reports required by FARA, detailing its lobbying activities on the Embassy's behalf. It is further understood that GPG will comply with all Federal statutes, regulations and ethics rules, governing its activities on behalf of the Embassy, with the United States Congress and Federal Executive Branch departments and agencies.
12. **Governing Law.** This Agreement shall be subject to and governed by the laws of the District of Columbia, without regard to the conflict of law provisions thereof. Any dispute regarding the terms of this Agreement shall be brought in district or federal courts located in the District of Columbia.

13. **Termination of Agreement.** This Agreement shall terminate on August 31, 2019, subject to the right of either party to terminate this Agreement without cause for any reason with 30 days prior written notice, and such termination shall not be deemed a breach by the other party. In the case of a material breach by the other party, this Agreement may be terminated immediately. Following any termination (whether or not for cause), the Embassy shall remain liable and shall pay GPG for all fees accrued and for all expenses incurred in accordance with this Agreement up to the date of termination as well as all amounts that GPG is obligated to pay to third parties pursuant to non-cancelable agreements GPG has entered into in performance of this Agreement. Notwithstanding the foregoing, if this Agreement is terminated by the Embassy for any reason, or terminated by GPG due to the Embassy's breach, prior to February 28, 2019, the Embassy shall remain liable and shall pay GPG for the total monthly fees through February 28, 2019 as well as expenses incurred pursuant to this Agreement.
14. **Survival.** Sections 6, 10, 11, 12, 14, 16, 18, 19, 21, and 22 shall survive the termination of this Agreement.
15. **Waiver.** The waiver by either party of any covenant, obligation or breach of this Agreement shall not operate as, or be construed as, a waiver of any other such covenant, obligation or breach hereof.
16. **Modification.** No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.
17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Embassy and GPG regarding the matters related hereto.
18. **Severability.** If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
19. **Indemnification.** (a) Each party agrees that it will indemnify and hold harmless the other party, its officers, employees, agents, subsidiaries and affiliates, and the officers, employees and agents of such affiliates, from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable attorney's fees) (collectively, "Claims") incurred which are related to or arise out of or are in connection with any actual or alleged violation or breach of the terms of this Agreement; and (b) the Embassy agrees that it will indemnify and hold harmless GPG from any Claims brought by third parties arising out of or in connection with GPG's performance of this Agreement; *provided* that the Embassy shall not be obligated to indemnify GPG if such Claim results from negligence on the part of GPG. In the case of any negligent action on the part of GPG, GPG agrees that it will indemnify and hold harmless the Embassy from any and all Claims arising out of or in connection with such negligence. The obligations in this Section 19 are in addition to any liability which an indemnifying party may otherwise have, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the indemnified party.
20. **Headings.** The headings are inserted for convenience only and shall not be considered when interpreting any of the provisions or terms hereof.
21. **Notices.** Whenever notices are required to be given under this Agreement, such notices shall be sufficiently given or made if in writing and sent by certified mail, return receipt requested, addressed as follows:

In the case of GPG:

The Glover Park Group, LLC
Attn: Michele Soho, Chief Operating Officer
1025 F Street NW
9th Floor

Washington, DC 20004
United States of America

In the case of the Embassy:

Embassy of the Republic of Cameroon
Attn: His Excellency Étoundi Essomba, Ambassador of the Republic Of Cameroon to the United
States Of America
3400 International Drive, NW
Washington, DC 20008
United States of America

Either party may change the address above by giving notice to the other party pursuant to this Section 21.

22. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Signatures via facsimile or other electronic means are deemed to have the same force and effect as an original signature.

[Signatures follow on the next page]

In witness whereof, each of the parties hereto has caused its duly authorized representative to sign and accept this Agreement.

THE GLOVER PARK GROUP, LLC

By: *Michele Soho*
Michele Soho
Chief Operating Officer

9/19/18
(DATE)

EMBASSY OF THE REPUBLIC OF CAMEROON TO THE UNITED STATES OF AMERICA

By: _____
His Excellency Eteonji Essomba
Ambassador of the Republic Of Cameroon to the United States
Of America

Eteonji Essomba
(DATE)

SEP 20 2018

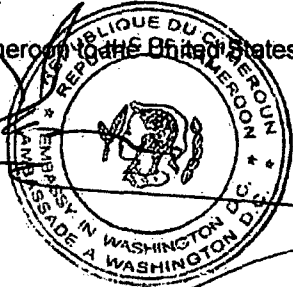


EXHIBIT A
Activities

The Glover Park Group, LLC will provide government affairs and communications services and support ("**Services**") to the Embassy and related agencies of the Government of the Republic of Cameroon with regard to its relations with the United States and relevant multilateral institutions; and

Other services agreed to by both parties and directed by the Embassy or related agencies.