

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 FGS Global (US) LLC (FKA FGH Holdings LLC)	2. Registration Number 5666
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3. Name of Foreign Principal
Government of the Democratic Republic of the Congo

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? 04/19/2024
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

FGS Global will act as an advisor to the Government of the Democratic Republic of the Congo on government affairs and communications matters, in order to advance the DRC's engagement with the U.S. Millennium Challenge Corporation (MCC) and other relevant organizations for the purpose of promoting the nation's development objectives.

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

FGS Global's duties shall include government relations and strategic communications services, along with research, collateral development, and website-related services in support of these activities, to advance the DRC's engagement with the U.S. Millennium Challenge Corporation (MCC) and other relevant organizations for the purpose of promoting the nation's development objectives.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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.

Some of the registrant's activities may include contact with U.S. Government officials, public relations efforts, and the dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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
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12. During the period beginning 60 days prior to the obligation to register³ 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 N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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
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13. During the period beginning 60 days prior to the obligation to register⁴ 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 N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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
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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.

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
04/28/2024	Joel Johnson	/s/Joel Johnson
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

_____	_____	_____ <i>Joel Johnson</i> _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SERVICE CONTRACT

**CONTRAT DE PRESTATIONS DE
SERVICE**

BETWEEN

ENTRE

**THE DEMOCRATIC REPUBLIC OF
THE CONGO,
represented by the Ministry of Finance
Boulevard du 30 Juin
Kinshasa – Gombe**

**LA RÉPUBLIQUE DÉMOCRATIQUE DU
CONGO,
représentée par le Ministre des Finances
Ministère des Finances
Boulevard du 30 Juin
Kinshasa – Gombe**

AND

ET

FGS GLOBAL (US) LLC (“FGS”)

FGS GLOBAL (US) LLC («FGS»)

**1299 Pennsylvania Ave., 11th Floor,
Washington, DC 20004**

**1299 Pennsylvania Avenue, 11th Floor,
Washington, DC 20004**

JRC ZDH

PREAMBLE

Whereas:

The Ministry of Finance is firmly committed to contributing to the materialization of the DRC Government's vision. The latter aims at combining actions that lead to the continued improvement of the judicial system's functioning and in establishing and monitoring strict institutional compliance with the laws in force, as well as protecting foreign direct investments on its national territory.

These efforts are intended to improve the investment climate. That is why the Minister of Finance, Mr. Nicolas KAZADI KADIMANZUJI, intends to implement one of the pillars of the DRC Government's Program of Action (2021-2022), namely Pillar 7, Axis 35, which is to engage in improving the governance profile and business climate, in particular under the indicators defined by the World Bank, the Millennium Challenge Corporation (MCC) and the G20 Compact.

The purpose is to improve the business climate and promote entrepreneurship and the middle class. In fact, the Minister of Finance plans to deploy steering measures for the monitoring and implementation of indicators for evaluating the business climate, particularly regarding the MCC, that will effectively restore both the credibility and image of the DRC at the international level, with bilateral and multilateral donors.

Hence:

(a) in its capacity as the Contracting Authority, the Ministry of Finance has requested the Consulting firm, namely an American registered company called FGS GLOBAL (US) LLC ("FGS"), to provide technical and specialised services, (hereinafter referred to as the Contract for Strategic Communications and Government Affairs

PRÉAMBULE

Attendu que :

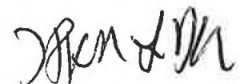
Le Ministère des Finances s'engage fermement à contribuer à la matérialisation de la vision du Gouvernement de la RDC. Celle-ci vise à conjuguer des actions aboutissant à l'amélioration continue du fonctionnement de l'appareil judiciaire et à la mise en place et au suivi institutionnel du strict respect des lois en vigueur, et protéger les investissements directs étrangers sur son territoire national.

Ces initiatives entendent améliorer le climat d'investissement. C'est ainsi que le Ministre des Finances, Monsieur Nicolas KAZADI KADIMANZUJI, entend mettre en œuvre l'un des piliers du Programme d'Action du Gouvernement de la ROC (2021 —2022), en particulier le Pilier 7, Axe 35, qui a comme objectif de S'engager à améliorer le profil de gouvernance et le climat des affaires, notamment à travers les indicateurs définis par la Banque mondiale, le Millenium Challenge Corporation (MCC) et le Compact du G20.

L'objectif étant d'améliorer le climat des affaires et de promouvoir l'esprit d'entreprise et la classe moyenne. Concrètement, le Ministre des Finances ambitionne de déployer des mesures de pilotage pour le suivi et l'application des Indicateurs d'appréciation du climat des affaires, notamment qui concernant le MCC, qui contribuera à redorer efficacement l'image de marque et la crédibilité de la RDC sur le plan international, auprès des bailleurs bilatéraux et multilatéraux.

Ainsi:

(a) en tant qu'Autorité Contractante, le Ministère des Finances a demandé au Consultant, la société de droit américain FGS GLOBAL (US) LLC (« FGS »), de fournir les prestations de services techniques et spécialisés, (ci-après dénommé le Contrat de services de communications stratégiques et d'affaires gouvernementales au



Services on behalf of the Democratic Republic of the Congo, in particular in relation to its international profile and business climate);

(b) the Consulting firm, which has demonstrated to the Contracting Authority that it possesses the required professional skills, as well as technical and staffing resources, has agreed to provide the Services in accordance with the terms and conditions stipulated in this Contract;

(c) the Contracting Authority, namely the Ministry of Finance, has obtained funds to finance these and related Services and proposes to use a portion of those funds to make payments under this Contract;

THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

Article 1: FGS Global (US) LLC (“FGS”) will represent the Democratic Republic of Congo (“DRC”) as a government affairs and communications consultant and the DRC will remunerate FGS for these advisory, consulting and support services.

Article 2: In the performance of its consulting duties, FGS shall devote such time and effort as may reasonably be requested by the DRC. FGS shall be available to meet with the DRC or its representatives, in technical supervision of its MCC Unit, on a regular basis. MCC Unit Coordinator is responsible for supervising activities under the contract, accepting and approving reports and other products on behalf of the Ministry of Finance, and receiving and validating invoices for payment. Jean-Paul Kimbulu: jpkimbulu@finances.gouv.cd and Adriel Elongo :aelongo@finances.gouv.cd.

Article 3: FGS’s duties under this Contract shall include government relations and strategic

nom de la République Démocratique du Congo, en particulier en rapport avec son profil international et son climat d’affaires);

(b) la firme Consultant, ayant démontré à l’autorité contractante, qu’elle possède les compétences professionnelles requises, ainsi que les ressources techniques et en personnel, a convenu de fournir les services conformément aux termes et conditions stipulées dans le présent marché;

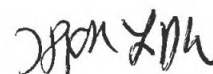
(c) l’autorité contractante, à savoir le Ministère des Finances, a obtenu des fonds pour financer ces services et les services associés et se propose d’utiliser une partie de ces fonds pour effectuer des paiements au titre du présent Marché;

EN CONSEQUENCE, LES PARTIES ONT CONVENU DE CE QUI SUIT :

Article 1: la Société FGS Global (US) LLC (« FGS ») s’engage à représenter la République démocratique du Congo (« RDC ») en qualité de consultant en affaires gouvernementales et en communication et la RDC s’engage à rémunérer pour ces services d’appuis-conseils techniques et de soutiens.

Article 2: Dans l’exercice de ses fonctions de conseils, FGS consacrera le temps et les efforts que la RDC pourra raisonnablement lui demander. FGS sera disponible pour rencontrer la RDC ou ses représentants, sous la supervision technique de la Cellule MCC, de façon régulière. Le Coordonnateur de la Cellule MCC, est chargé de superviser les activités prévues par le contrat, d’accepter et d’approuver les rapports et autres produits au nom du Ministère des Finances, ainsi que de recevoir et de valider les factures en vue de leur paiement. Jean-Paul Kimbulu : jpkimbulu@finances.gouv.cd et Adriel Elongo : aelongo@finances.gouv.cd.

Article 3: Les obligations de FGS dans le cadre de ce Contrat comprendront les services d’appuis



communications services, along with social media and digital activities, data collection and analysis, and website content recommendations, to advance the DRC's engagement with the U.S. Millennium Challenge Corporation (MCC) and other relevant organizations for the purpose of promoting the nation's development objectives. FGS will also undertake document creation, website maintenance, and delegation support services on an as-needed basis.

Article 4: FGS's duties under this Contract shall commence upon signing of this Contract and continue for 12 months thereafter. At the end of the agreed term, the Contract will be extended automatically for additional 12-month periods under the same terms set forth herein, unless either party gives the other party written notice of termination in accordance with Article 13 below. Any change in fees or period of performance shall be mutually agreed upon between the parties (email is sufficient).

Article 5: FGS, in consideration of the provision of its services, shall have the right to retainer fees according to the following terms:

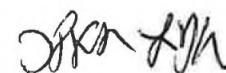
- Government Relations & Communications Retainer. In exchange for the government relations and strategic communications services to be rendered under this Contract, the DRC shall pay FGS a USD \$65,000 per month (without taxes) non-refundable retainer fee (USD \$40,000 and USD \$25,000 respectively).
- Social media, digital and website content activities. In exchange for the social media,

aux relations gouvernementales et de communication stratégique, à travers les médias sociaux et activités digitales, documentation, et des services liés au maintien du site Web à l'appui de ces activités, afin de promouvoir l'interaction de la RDC auprès du Millenium Challenge Corporation (MCC) des États-Unis et d'autres organisations pertinentes et pour promouvoir les objectifs de développement du pays. FGS s'engage à produire des documents, le maintien du site Web, et les services nécessaires pour soutenir des délégations de la RDC aux États-Unis si nécessaire.

Article 4: Les obligations de FGS en vertu du présent Contrat commenceront à la signature de celui-ci et se poursuivront pendant les 12 mois suivants. À la fin de la durée convenue, le Contrat serait prolongé automatiquement pour les périodes de 12 mois supplémentaires dans les mêmes conditions de ce Contrat, sauf notification écrite de résiliation par l'une des parties à l'autre partie, conformément à l'article 13 ci-dessous. Tout modification des frais ou de la période d'exécution devra être convenue d'un commun accord entre les parties (un email suffit).

Article 5: La Société FGS, en contrepartie de l'exécution de ses prestations aura droit aux honoraires et provisions payés suivant les modalités ci-après:

- Provision du Mandat de représentation en matière de relations gouvernementales et de communication. En contrepartie des services en matière de relations gouvernementales et de communication stratégique qui seront fournis en vertu du présent Contrat, la RDC versera à FGS des honoraires provisions non remboursables par mois (hors Taxes) de 65.000 USD (respectivement 40.000 USD et 25.000 USD).
- Médias sociaux, activités digitales et de maintenance du site web. En contrepartie des



digital and website content recommendations to be rendered under this Contract, the DRC shall pay FGS a USD \$10,000 per month (without taxes) non-refundable retainer fee.

- Documentation creation, website maintenance and delegation support fees. In exchange for the document development and production, website maintenance, and delegation support services to be rendered under this Agreement, the DRC shall pay FGS a USD \$45,000 retainer fee (without taxes), which will be allocated for the above services upon approval of the MCC Unit.

Article 6: The DRC shall reimburse FGS for all preapproved out-of-pocket expenses, such as travel, visas, 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. Such out-of-pocket expenses shall be agreed beforehand with the MCC Unit and be supported by documentation (e.g., copies of receipts).

Article 7: FGS will submit invoices to the DRC via the MCC Unit for fees and expenses incurred under the terms of this Contract. Upon receipt of each invoice, payment will be prepared and made to FGS, after verification of applicable supporting documentation (e.g., receipts) by the DRC MCC Unit (jpkimbulu@finances.gouv.cd and aelongo@finances.gouv.cd). The retainer fees listed under Article 5 shall be billed according to the following schedule and shall be paid within 20 (twenty) business days of receipt.

services associés avec les médias sociaux, les activités digitales, et le contenu du site Web qui seront fournis en vertu du présent Contrat la RDC versera à FGS un montant mensuel des frais provision non remboursables (hors Taxes) de 10.000 USD.

- Honoraires de création de la documentation, du maintien du site Web, et des frais de support des délégations. En contrepartie des services de conception et de production de documentation, du maintien du site Web, et de support des délégations à fournir en vertu du présent Contrat, la RDC versera à FGS USD 45.000 (hors Taxes) qui sera alloué pour les services précités après approbation de la Cellule MCC.

Article 6: La RDC remboursera à FGS toutes les menues dépenses pré approuvées, telles que les frais de déplacement, des visas, de repas, d'hébergement, de téléconférences, de virements internationaux, de messagerie et d'expédition, au prix coûtant, ainsi que toutes les taxes de vente et d'utilisation liées à ces menues dépenses. Ces dépenses seraient agréées avec le Cellule MCC et seraient accompagnées de pièces justificatives (notamment les reçus).

Article 7: FGS soumettra des factures à la RDC, à travers la Cellule MCC pour les frais et dépenses encourus en vertu des termes du présent Contrat. A la réception de chaque facture, la RDC, via la Cellule MCC, préparera les états des sommes et les règlements des frais remboursables prés approuvés à FGS, après vérification des pièces justificatives applicables, notamment les reçus. Toutes les factures doivent être soumises par voie électronique à la Cellule MCC (jpkimbulu@finances.gouv.cd and aelongo@finances.gouv.cd). Les honoraires et provision indiqués à l'article 5 seront payés, en accordance avec le calendrier suivant et devront être réglés dans la mesure du possible, dans les 20 (vingt) jours ouvrables suivant leur réception.



Invoice submission	Amounts
May of each calendar year	USD \$495,000
November of each calendar year	USD \$450,000
ARMP Tax	USD \$6,615 (covered by DRC)
VAT	USD \$151,200 (covered by DRC)
ANNUAL TOTAL	USD \$1,102,815 (including tax)

Soumission de facture	Montants
Mai de chaque année civile	495.000 USD
Novembre de chaque année civile	450.000 USD
Taxe ARMP	6.615 USD (À charge de la RDC)
VAT	151.200 USD (À charge de la RDC)
TOTAL ANNUEL	1.102.815 (avec Taxes)

Article 8: FGS shall treat information relating to the activities of the DRC in these matters (“Confidential Information”) as private and confidential. Notwithstanding the foregoing, Confidential Information shall not include information that:

- is in the public domain,
- is required to be disclosed by law or legal process,
- was already known to FGS at the time of receipt from the DRC,
- is received from a third party not known by FGS to be under an obligation of confidentiality,
- is independently developed by FGS without use of the information received from the DRC.

Article 9: During and after the period of this Contract, FGS agrees not to disclose Confidential Information or documents containing Confidential Information provided to FGS in connection with this Contract to any person or entity except to affiliates, employees, agents, subcontractors and representatives who are privy or have a need to

Article 8: FGS considérera les informations relatives aux activités de la RDC (« les Informations Confidentielles ») comme privées et confidentielles. Nonobstant ce qui précède, les Informations Confidentielles ne comprennent pas les informations qui:

- Sont du domaine public,
- Doivent être divulguées en vertu de la loi ou d’une procédure judiciaire,
- Étaient déjà connues de FGS au moment où elles ont été reçues de la RDC,
- Sont reçues d’un tiers qui, à la connaissance de FGS, n’est pas soumis à une obligation de confidentialité,
- Sont élaborées indépendamment par FGS sans utiliser les informations reçues de la RDC.

Article 9: Pendant et après la période de validité du présent Contrat, FGS s’engage à ne pas divulguer les Informations Confidentielles ou les documents contenant des Informations Confidentielles qui lui ont été fournis dans le cadre du présent Contrat à toute personne ou entité, à l’exception de ses affiliés, employés,

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know, or make any other use of that information other than to provide the services under this Contract unless asked to do so by the DRC.

Article 10: In the event of mandatory process or a court order compelling disclosure of information received from the DRC, FGS will give the DRC notice before making such disclosure of non-public information required to be disclosed by law or legal process should such notice be permitted by the law. Articles 8 through 10 shall survive the termination of this Contract.

Article 11: It is understood and agreed that the operations of FGS are those of an independent contractor, and that FGS has the authority to control and direct the performance of the details of the services to be rendered and performed. It is further agreed that FGS, its officers, and employees are not employees of the DRC, and FGS is not, except as herein provided, subject to control by the DRC.

Article 12: During the term of this Contract and for a period of one year after its termination, the DRC 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 FGS employee which the DRC becomes aware of because of such employee's provision of services under this Contract, unless the DRC has received the prior written approval of FGS. This article shall not apply to responses/application by any FGS employee to any advertising or other marketing by the DRC which is not directly targeting FGS employees.

Article 13: Notwithstanding the terms of this Contract, either party may terminate this Contract upon 30 days written notice to the other, with no further obligation other than for the DRC to pay FGS such fees which would have accrued, and

agents, sous-traitants et représentants qui ont besoin de les connaître, et à ne pas utiliser ces informations à d'autres fins que la prestation des services prévus par le présent Contrat, sauf si la RDC le lui demande.

Article 10: En cas de procédure judiciaire ou d'ordonnance d'un tribunal obligeant la divulgation d'informations reçues de la RDC, FGS notifiera la RDC avant de divulguer des informations non publiques devant être divulguées en vertu de la loi ou d'une procédure judiciaire, si un tel préavis est autorisé par la loi. Les articles 8, 9 et 10, alinéa 1, survivront à la résiliation du présent Contrat.

Article 11: Il est entendu et convenu que les activités de FGS sont celles d'un entrepreneur indépendant et que FGS a le pouvoir de contrôler et de diriger l'exécution des détails des services à rendre et à exécuter. Il est également convenu que FGS, ses dirigeants et ses employés ne sont pas des employés de la RDC et que FGS n'est pas, sauf dans les cas prévus aux présentes clauses, soumis au contrôle de la RDC.

Article 12: Pendant la durée du présent Contrat et pour une période d'un an après sa résiliation, la RDC ne pourra, à ses propres fins ou pour le compte d'une partie ou de l'une de ses sociétés affiliées, employer, recruter ou tenter d'employer ou de recruter tout employé de FGS dont la RDC a pris connaissance en raison de la prestation de services par cet employé en vertu du présent Contrat, à moins que la RDC n'ait reçu au préalable l'approbation écrite de FGS. Le présent article ne s'applique pas aux réponses d'un employé de FGS à toute publicité ou autre forme de marketing effectuée par la RDC qui ne s'adresse pas directement aux employés de FGS.

Article 13: Nonobstant les dispositions du présent Contrat, l'une ou l'autre des parties peut résilier ce contrat moyennant un préavis écrit de 30 jours à l'autre partie, sans autre obligation que celle pour la RDC de régler à FGS les honoraires qui se



expenses incurred up to and through the 30-day notice period.

Article 14: It is understood that FGS 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 DRC and thereafter will be required to file the reports required by FARA, detailing its lobbying activities on the DRC’s behalf. It is further understood that FGS will comply with all Federal statutes, regulations, and ethics rules, governing its activities on behalf of the DRC, with the United States Congress and Federal Executive Branch departments and agencies.

Article 15: Each party shall:

- comply with applicable laws, rules, and regulations of the DRC and/or United States of America or its States, Territories, or Possessions, or with any other jurisdiction in which it operates;
- shall not take any action, or fail to take any action, that would cause the other party to violate any such law, rule, or regulation.

Article 16: It is the sole responsibility of the DRC:

- to review all deliverables provided under the relevant clauses to confirm the accuracy and legality of all descriptions, demonstrations and depictions of, and references to, the DRC’s products and services, as well as descriptions, demonstrations and depictions of, and references to, the DRC’s competitors and/or such competitors’ products and services, and to ensure that any claims and representations in the deliverables, whether direct or implied, are true, accurate and supportable by objective and reliable

seraient accumulés et les dépenses engagées jusqu’à la période de préavis de 30 jours.

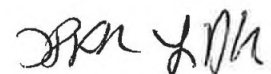
Article 14: Il est entendu que FGS peut être tenu de se faire enregistrer en vertu du Titre 22, Chapitre II du Code des États-Unis relatif à la Loi sur l’enregistrement des agents étrangers (« FARA »), au nom de la RDC et qu’il sera ensuite tenu de soumettre les rapports requis par la FARA détaillant ses activités de lobbying au nom de la RDC. Il est en outre entendu que FGS se conformera à toutes les lois, réglementations et règles d’éthique fédérales, régissant ses activités au nom de la RDC, auprès du Congrès des États-Unis et des départements et agences du pouvoir exécutif fédéral.

Article 15: Chaque partie doit:

- Se conformer aux lois, règles et règlements applicables de la RDC et/ou des États-Unis d’Amérique ou de ses États, Territoires ou Possessions, ou de toute autre juridiction dans laquelle elle agit;
- Ne prendre aucune mesure, ou omettre de prendre une quelconque action, qui aurait pour effet que l’autre partie viole une telle loi, règle ou règlement.

Article 16: Il incombe exclusivement à la RDC:

- d’examiner tous les produits livrables fournis en vertu des présentes clauses afin de confirmer l’exactitude et la légalité de toutes les descriptions, démonstrations et représentations, et les références, des produits et services de la RDC, des références à ces produits et services, ainsi que des descriptions, démonstrations et représentations des concurrents de la RDC et/ou des produits et services de ces concurrents, et de s’assurer que toutes les déclarations et représentations contenues dans les produits livrables, qu’elles soient



information and data in its possession and are not deceptive;

- to comply with any laws, rules, and regulations (and industry best practices), which apply to the DRC as a result of its activities within the relevant sector and/or apply to the relevant product or service manufactured, developed or sold by the DRC or its affiliates (and review and verify that all deliverables provided under this Contract comply with the foregoing);
- to procure at its own cost and expense any and all rights necessary to use any content, data, information and/or other materials as may be provided by the DRC to FGS under this Contract (including, without limitation, any third-party materials), together with any associated service marks, trademarks, logos, names, and distinctive identification.

Article 17: Any litigation arising from this Agreement shall be settled amicably. The parties renounce referral to arbitral or judicial jurisdictions.

Article 18: IN WITNESS WHEREOF, the Parties have signed this Contract in the English and French languages. Both versions shall be considered original versions of this Contract, and both shall be valid for all matters relating to the meaning or interpretation of this Contract. The parties declare and affirm that the English and French versions of this Contract are consistent with each other.

directes ou implicites, sont vraies, exactes et soutenues par des informations et des données objectives et fiables en sa possession et ne sont pas mensongères;

- De se conformer aux lois, règles, et règlements (et aux meilleures pratiques du secteur) qui s'appliquent à la RDC en raison de ses activités au sein du secteur concerné et/ou qui s'appliquent au produit ou service applicable fabriqué, développé ou vendu par la RDC ou ses sociétés affiliées (et d'examiner et de vérifier que tous les livrables fournis en vertu des présentes sont conformes à ce qui précède);
- De procurer à ses seuls frais tous les droits nécessaires à l'utilisation du contenu, des données, des informations et/ou de toute autre documentation pouvant être fourni par la RDC à FGS en vertu des présentes clauses (y compris, mais sans s'y limiter, toute documentation de tiers), ainsi que de toutes les marques de service, marques commerciales, logos, noms et identifications.

Article 17: Tout litige qui naitra à l'occasion du présent sera réglé à l'amiable. Les parties renoncent à aller devant des juridictions arbitrales ou judiciaires.

Article 18: EN FOI DE QUOI, les Parties ont conclu le présent Contrat en langues française et anglaise. Les deux versions sont considérées des versions originales du présent Contrat, et ces versions sont valides pour toutes les questions relatives à la signification ou à l'interprétation du présent Contrat. Les Parties déclarent et garantissent que les versions anglaise et française du présent Contrat sont conformes l'une à l'autre.

Signed (date) Apr 19, 2024

Signé le

By: Michele Soho
Michele Soho (Apr 19, 2024 16:04 EDT)

Par: 

For

Pour

FGS Global (US) LLC (FGS)

La République Démocratique du Congo

Michele SOHO

Nicolas KAZADI KADIMA-NZUJI

Chief Operating Officer

Ministre des Finances

Contact info: michele.soho@fgsglobal.com

Adresse email : nkazadi@finances.gouv.cd

