

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 <http://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: <http://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: <http://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, Counterespionage 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 Richard Rubenstein 1345 Avenue of the Americas New York, NY 10105 U.S.A.	2. Registration No. <div style="font-size: 2em; text-align: center;">0311</div>
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3. Name of Foreign Principal Rwanda Development Board, Tourism and Conservation	4. Principal Address of Foreign Principal KN 5 Rd, KG 9 Ave P.O. Box 6239 Kigali, Rwanda
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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
 Rwanda Development Board, Tourism and Conservation

b) Name and title of official with whom registrant deals
 Ambassador Yamina Karitanyi, Chief Tourism Officer

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

a) Principal address

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 <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

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	Name and Title	Signature
August 06, 2015	Richard Rubenstein, President	/s/ Richard Rubenstein
		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 <http://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: <http://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: <http://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, Counterespionage 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

Richard Rubenstein

2. Registration No.

6311

3. Name of Foreign Principal

Rwanda Development Board, Tourism and Conservation

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.

Rubenstein Public Relations will execute a public relations program highlighting Rwanda's culture, tourism, development, and the upcoming "Kwitia Izina" gorilla naming ceremony in September of 2015.

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

Rubenstein Public Relations (RPR) will actively disseminate press releases to US domestic and international media. RPR will coordinate and facilitate interviews with Rwandan ambassadors and Rwandan nationals. RPR will contact high profile individuals and media to attend the Kwitia Izina gorilla naming ceremony. RPR will invite and accompany media to Rwanda.

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.

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
August 06, 2015	Richard Rubenstein, President	/s/ Richard Rubenstein 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.



Fidells Mironko
Chief Budget Manager (on behalf of Rwanda Development Board)
1975 Connecticut Ave. NW, Suite 540
Washington D.C., 20009

May 27, 2015

LETTER OF AGREEMENT

Dear Mr. Mironko,

This letter of agreement (this "Agreement") will confirm our understanding whereby the Rwanda Development Board (the "Client") retains Rubenstein Public Relations, Inc. ("RPR") company registration number as its public relations consultant as further set forth in the proposal for services attached hereto and made an integral part hereof (as the same may be amended from time to time by the Parties' mutual written consent, the "Proposal"). RPR and Client are each referred to as a "Party" and collectively as the "Parties".

I. TERM

A. *Term; Renewal.* The term of this Agreement shall commence and be effective as of May 27, 2015 (the "Effective Date") and shall continue in full force for a period of six (6) months (the "Initial Term"). Thereafter, this Agreement may be renewed for additional periods of six (6) months each (each, an "Additional Term", and together with the Initial Term, collectively the "Term"), upon the same terms and provisions contained herein (subject to the fee increase set forth in Section A of Article IV below).

II. RPR SERVICES

- A. *Services.* RPR will perform the services as set forth in the Proposal (the "Services").
- B. *Special Services.* If the Client requests that RPR perform services not within the scope of services outlined in the Proposal, the Parties agree to negotiate in good faith to reach mutually agreeable terms (including additional compensation) relating to such services, which additional terms will be set forth in a schedule to be attached to this Agreement and incorporated herein by this reference.
- C. *Development of Marketing Plans Public Dissemination.* Client acknowledges that the development of a marketing/publicity plan takes time and will require the good faith cooperation of Client. In addition, Client acknowledges that after RPR has issued material to the press or to another third party, its use is no longer under RPR's control. RPR cannot assure the use of materials by any media, or that any information published will accurately convey the information provided by RPR. However, RPR will adhere to international best practices of a prudent public relations company in handling such materials and media.

III. CONFIDENTIALITY

A. *Confidential Information.* It is expressly understood and agreed that all confidential or proprietary information or trade secrets disclosed by the Client or its agents or representatives to RPR, or gained by RPR in the course of the relationship with the Client, shall be considered confidential and shall be retained in confidence by RPR and not be used by RPR for any other purposes. In addition, it is agreed by both Parties that all the terms of this Agreement will be considered confidential and shall be

retained in confidence by both Parties. Neither Party will take any action or make any statement that could discredit the reputation of the other Party.

B. *Survival.* This confidentiality provision shall survive the term of this Agreement or any other agreement or understanding between the Parties.

C. *Disclosure Required By Court Order or Law.* Notwithstanding any other provision of this Agreement, RPR may disclose such confidential information as may be required: (i) by a court order, subpoena or similar process issued by a court of competent jurisdiction or by a government body, or (ii) in order to comply with any law, order regulation or ruling applicable to RPR, or (iii) as may be needed to obtain legal, tax or accounting advice. RPR shall notify the Client in writing the nature as well as the content of such disclosure.

D. *Exceptions.* In addition, it is understood that RPR's obligations under this Section D shall not apply with respect to (i) information previously known to RPR or materials to which RPR had access prior to the provision of such information or materials by the Client or its agents or representatives; (ii) information or materials that are now or later become publicly known; (iii) information disclosed by RPR with the Client's prior consent; or (iv) information or materials provided to RPR by a third party not bound by a duty of confidentiality to the Client.

IV. FEES AND EXPENSES

A. *Fees.* The Client will pay RPR a fee of \$30,000 per month for RPR's Services hereunder. Attached to this Agreement is RPR's initial fee invoice for the period May 27, 2015 - June 27, 2015. RPR will bill the Client on a monthly basis for all fees and reimbursable expenses, and the Client will pay each invoice within 30 days of receipt of such invoice. Fees and, to the extent possible, reimbursable expenses will be billed to the Client in advance. However, RPR will draw a schedule of which types of fees and reimbursable expenses can be considered including the ones referred to in IV.C below and request for written approval by the Client before making the first claim or expense. RPR will receive written response of this request within 7 working days from the date of receipt.

B. *Late Fees.* The Client will be charged a late fee equal to the US bank interest rate, the jurisdiction of the contract implementation.

C. *Expenses.* The Client will pay all of RPR's out-of-pocket expenses. These expenses may include postage, copier charges, telephone, messengers, photography, filing costs and other similar expenses. RPR will not charge a mark-up, surcharge, handling or administrative fee on such expenses.

D. *Objection.* All invoices for out of pocket expenses and services rendered shall be binding upon the Client. However the Client shall have a right to raise objections in good faith if they reasonably believe that the expenses are not reasonable or accurate. Such objection shall be made in writing, shall state the basis for such objection in detail and shall be delivered to RPR within 30 days of Client's receipt of invoice.

E. *Prior Approval.* RPR will obtain prior approval from the Client for any individual out-of-pocket expense that is greater than \$150.00. If RPR's total out-of-pocket expenses are greater than \$250.00 per month, then RPR will provide the Client with copies of invoices and other receipts to support the amount of out-of-pocket expenses, if the Client requests RPR to do so.

F. *Certain Expenses Delayed.* The Client understands that, depending on the nature of the expenses that RPR incurs on the Client's behalf, RPR may not receive the bills from vendors who provide certain services and/or products until after this Agreement has terminated. Nonetheless, this right shall terminate 30 days after expiration of the Agreement and the Client shall not pay any invoices presented to it thereafter. The Client will reimburse RPR for all expenses whose invoices are presented 30 days after expiration of the Agreement within 45 days after RPR notifies the Client of the amount due.

G. *Final Invoice.* Except as otherwise set forth in Section D above, upon termination of this Agreement, RPR shall deliver an invoice for any outstanding amounts due, including fees and expenses. The amount of such invoice shall be due and payable within thirty (30) days of such invoice.

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H. *Costs of Collection; Termination.* In addition to the fees and expenses payable by the Client to RPR pursuant to the terms of this Agreement, the Client hereby agrees to pay to RPR all costs and expenses, excluding attorneys' fees and disbursements (unless otherwise determined by a court of competent jurisdiction), incurred by RPR in collection of any of its outstanding, undisputed fees and expenses payable pursuant to the terms of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, if Client fails to pay any invoice within sixty (60) days of the due date thereof, RPR shall have the right to immediately terminate this Agreement, and Client shall be responsible for costs and expenses billed through the date of last Services rendered.

V. REPRESENTATIONS AND WARRANTIES, INDEMNIFICATION

A. *The Client's Representations.* The Client understands that RPR cannot undertake to verify the accuracy of information that the Client (or someone on behalf of the Client) provides to RPR, or information included in material that has been prepared by RPR and approved by the Client. The Client agrees that all information that it or its employees, officers, directors or affiliates (or any person on the Client's behalf) provides to RPR for dissemination will comply with any and all federal and state laws. All such information will be accurate, will fairly represent the Client's situation and will not omit any information that would make the information that was provided materially misleading.

B. *The Client's Indemnification.* The Client agrees to indemnify, defend and hold harmless RPR, and its officers, directors, employees, shareholders, representatives and agents from and against any and all losses, liabilities, claims, damages, deficiencies, costs and expenses (including reasonable attorneys' fees, disbursements and other charges) based upon or arising out of (i) any materials or services which RPR prepared or performed for Client and which were approved by Client prior to publication or (ii) the Client's performance of any of its obligations under this Agreement or (iii) any materials, releases, reports or information that the Client (or someone on the Client's behalf) supplies to RPR or (iv) the nature or use of the Client's products or services or (v) risks or restrictions which RPR brings to the Client's attention where the Client elects to proceed, except to the extent that such losses are due to the gross negligence or willful misconduct of RPR. The Client's agreement to indemnify will survive the expiration or termination of this Agreement.

C. *Limitation of Liability.* Neither Party shall be liable for a special, consequential, indirect, punitive, exemplary or incidental damages or other indirect costs, fees, or charges of any kind arising from any claims hereunder, including without limitation, lost profits or business or loss of data, even if such Party has been advised of the possibility of such loss or damages. Client agrees that RPR's liability under this Agreement shall not exceed the amounts actually paid to RPR as its fee for the prior six (6) months for the Services with respect to which the claim is made. Likewise, RPR agrees that the liability of the client will not exceed what it could have paid during the duration of this contract.

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VI. NON-SOLICITATION

The Client agrees that during the Term of this Agreement and for one (1) year after this Agreement terminates neither the Client nor any of its affiliates will directly or indirectly:

- A. offer to employ any employee of RPR or any of its affiliates,
- B. introduce any employee of RPR or any of its affiliates to any other potential employer that wishes to employ any employee of RPR or any of its affiliates, or
- C. otherwise interfere with the employment relationship between RPR or any of its affiliates and any of their employees.

VII. NOTICES

All notices shall be sent by certified mail to RPR, Attention: Richard Rubenstein, Rubenstein Public Relations, Inc., 1345 Avenue of the Americas, New York, New York 10105.

VIII. INDEPENDENT CONTRACTORS

RPR and the Client understand and agree that RPR is an independent contractor and is not authorized to obligate or commit the Client in any manner.

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IX. OWNERSHIP

RPR acknowledges and agrees that all promotional and publicity materials (collectively referred to as "Materials") generated by RPR in the performance of this Agreement shall become the Client's exclusive property, subject to any third party rights, restrictions or obligations which are disclosed by RPR. Notwithstanding the foregoing, Materials shall not include (a) creative work that is prepared for the Client (i.e. pitched to the Client) and which the Client elects not to authorize or order from RPR during the Terms of this Agreement or (b) variations in the ordinary course (such as drafts) of any ideas, concepts or practices generally in use in the public relations industry and/or used by RPR with its other clients prior to its presentation to the Client.

X. GENERAL

A. This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to any principles of conflicts of laws. All actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated only in courts located within the City and County of New York, New York as to state court actions, and the Southern District of New York as to federal court actions, which courts shall have the exclusive jurisdiction over all actions or proceedings.

B. The Client agrees to indemnify RPR for any and all liability and/or expenses (including reasonable attorneys' fees) incurred by RPR in connection with any subpoena, discovery demand or other directive having the force of law or inquiry that relates to any litigation, proceedings and/or investigations by and between the Client and a third party involving the Client, its products/services, its business or its industry.

C. The Parties represent and warrant that they have each consulted with independent counsel of their choosing prior to signing this Agreement. The Parties further represent and warrant that this Agreement was jointly drafted and/or negotiated such that neither Party is deemed to be the drafter and therefore any ambiguity in this Agreement is not to be construed against either Party.

D. Neither Party may assign its rights, nor its obligations, under this Agreement to any affiliate or to any third party.

E. This Agreement constitutes the entire agreement between RPR and the Client with respect to public relations services. This Agreement supersedes all prior agreements or understandings between RPR and the Client.

F. RPR and the Client may amend, supersede or modify this Agreement only in writing signed by each of RPR and the Client.

G. Clause headings in this Agreement do not form part of this Agreement and shall not affect its construction.

H. Neither Party shall be liable for any delay or failure to carry or make continuously available the services or perform its obligations hereunder (other than the Client's payment obligations), if such delay or failure is due to any cause beyond its control, including without limitation, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.

I. RPR and the Client may execute this Agreement in two counterparts, each of which will be considered an original but all of which together will constitute one and the same instrument.


Please indicate your acceptance of the foregoing terms by signing in the space indicated below. Please return the signed Agreement to us together with the initial monthly fee of \$30,000. We look forward to a long and mutually productive relationship.

PAH-836744.6

Sincerely yours,
RUBENSTEIN PUBLIC RELATIONS, INC.

By: 
Name: Richard M. Rubenstein
Title: President

Agreed and Accepted as of
the date first written above:
Rwanda Development Board

By: 
Name: Mr. Fidelis Mironko
Title: Chief Budget Manager (on behalf of Rwanda Development Board)



RUBENSTEIN
PUBLIC RELATIONS, INC.

Fidelis Mironko
Chief Budget Manager (on behalf of Rwanda Development Board)
1875 Connecticut Ave. NW, Suite 540
Washington D.C., 20009

For public relations services to be rendered during the period of May 27, 2015 - June 27, 2015.

\$30,000 per month for public relations services