

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant vanguard Africa	2. Registration Number 6411
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3. Primary Address of Registrant 1629 K Street, NW, Suite 300, Washington, DC 20006
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4. Name of Foreign Principal Friends of Maraga	5. Address of Foreign Principal P.O. Box 22467 Nairobi KENYA 00100
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6. Country/Region Represented KENYA
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7. Indicate whether the 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:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☒ Association

☐ Other (*specify*) _____

☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

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

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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

- a) Name and title of official(s) with whom registrant engages
- b) Aim, mission or objective of foreign political party

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

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

Friends of Maraga centers its activities around former Chief Justice David Maraga's anti-corruption platform, servant leadership, and commitment to resetting and rebuilding Kenya's governance with integrity. The overall purpose of the association is to raise awareness on democratic governance, accountability and the rule of law.

b) Is this foreign principal:

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

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

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

N/A

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

09/04/2026Jeffrey Smith/s/Jeffrey Smith

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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
vanguard Africa

2. Registration Number
6411

3. Name of Foreign Principal
Friends of Maraga

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 09/02/2026
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

vanguard Africa will provide pro bono advisory, international advocacy, and public engagement support to elevate the profile and ethical leadership of former Chief Justice David Maraga with a central focus on supporting free and fair elections in Kenya.

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

Strategic Advising and Messaging

International Advocacy

UN General Assembly Preparation

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

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

where feasible, support outreach to U.S. policymakers and congressional offices, relevant committees, caucuses, commissions, and staff to build awareness around Kenya's democratic trajectory and the importance of credible, peaceful, and competitive elections.

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

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

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

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

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

Date	Recipient	Purpose	Amount/Thing of Value
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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

09/04/2026Jeffrey Smith/s/Jeffrey Smith

A handwritten signature in blue ink, consisting of several overlapping, fluid strokes that form a stylized, somewhat abstract shape. The signature is positioned in the center of the page.



2 September 2026

Friends of Maraga

Vanguard Africa is honored to support your organization's work to advance election integrity in Kenya. We recognize that your distinguished record of public service and commitment to the rule of law are central to your efforts to inspire a more open, accountable, and democratic future for all Kenyans.

In this spirit, we have prepared this contract for your approval. As discussed with you and your colleagues, Vanguard Africa will provide the services described herein on a pro-bono basis through November 30, 2026, after which the parties will revisit next steps at an in-person strategy session in December 2026.

We look forward to standing with you as you continue to raise international awareness and strengthen democratic engagement ahead of Kenya's 2027 election.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeffrey Smith'.

Jeffrey Smith
Executive Director, Vanguard Africa

A handwritten signature in blue ink, appearing to read 'N. Smith'.



Vanguard Africa has entered into a pro-bono engagement with Friends of Maraga through November 30, 2026. The engagement will support election integrity, democratic accountability, international awareness and advocacy, and related stakeholder outreach concerning Kenya's democratic and electoral processes.

Vanguard Africa will not charge professional fees during the pro-bono term. Any significant third-party costs or travel-related expenses will require prior written approval by the Client and will be billed at cost. The parties will reassess any future or expanded engagement at an in-person strategy session in December 2026.

CONTRACT

Friends of Maraga ("Client") has agreed to engage **Vanguard Africa** for a pro-bono advisory and international advocacy engagement through November 30, 2026.

Please accept this letter agreement for Vanguard Africa to work on your behalf to support democratic and electoral integrity and assist with outreach related to Kenya's 2027 election cycle.

Fees: Vanguard Africa will provide the services described in this Agreement and Attachment A on a pro-bono basis through November 30, 2026. No professional fees will be charged during this period.

Term and Review: This engagement will begin upon execution by both parties and will continue through November 30, 2026, unless terminated earlier in accordance with this Agreement. The parties agree to revisit next steps at an in-person strategy session in December 2026 to reassess strategic needs, campaign priorities, staffing requirements, budget priorities, and any expanded or renewed engagement during the 2027 election campaign period.

During the pro-bono term, Vanguard Africa will convene weekly strategy meetings and maintain two standing discussion tracks: one focused on the ground campaign in Kenya, and one devoted to free and fair election advocacy, raising international awareness, and external stakeholder engagement (where applicable).

This Agreement may be terminated or revised by either party with 30 (thirty) days written notice. The parties will cooperate in good faith to responsibly wind down any active workstreams and share relevant non-confidential materials needed for continuity.

Expenses will be pre-approved in writing by the Client and billed at cost as described below:

- **General Expenses:** Vanguard Africa will not bill for routine internal administrative expenses, including regular copying, postage, handling, or standard technology costs.
- **Significant Outside Vendors:** Significant outside vendor expenses, including private newswires, video recording or production, photography, printing, design, or other third-party services, will be charged

N/A 2/5/2026



separately as direct costs without mark-up from the vendor cost to Vanguard Africa. Any such expenses will require prior written approval.

- **Telephone and Network Charges:** Vanguard Africa will not bill for local telephone calls or standard technology expenses on a per-use basis. International call charges, conference call charges, or specialized communications services will be billed at cost if pre-approved in writing. The parties will make best efforts to use cost-free communications platforms where practical.
- **Travel and Meals:** Travel, lodging, meals, and related incidental expenses will be billed at cost only when pre-approved in writing by the Client. This includes any travel outside the DC-Maryland-Virginia region, including travel connected to UNGA preparation or meetings in London during the first week of December 2026.
- **Scope of Services:** The scope of work may be expanded, reduced, or reprioritized by mutual written agreement. Any paid engagement, expanded staffing, or budgeted campaign support after November 30, 2026, will be addressed separately at an in-person strategy session in December 2026.
- **Public Filing and Confidentiality:** The parties understand that this Agreement may be filed publicly. Accordingly, the Agreement is drafted to reflect the general nature of the engagement. The parties may still exchange confidential strategy, planning, and operational information, and each party agrees to safeguard such information when it is identified as confidential or would reasonably be understood to be confidential.
- **Indemnification:** Both parties to this Agreement agree to take commercially reasonable measures to limit the liability of the **Client** and **Vanguard Africa**. The **Client** hereby agrees to indemnify, defend, and hold harmless Vanguard Africa and its directors, officers, and employees from and against any and all claims, losses, damages, taxes, liabilities, and expenses that may be incurred by **Vanguard Africa** arising out of or in connection with the **Client's** performance of the **Client's** obligations and duties as described in this Agreement, except to the extent caused by **Vanguard Africa's** negligence, gross negligence, or willful misconduct, including the legal costs, fees, and expenses of defending itself against any claim by any or all of the parties to any **Client** transaction, by any other person, or as a result of the **Client** taking or refraining from taking any action or instituting or defending any action or legal proceeding. The Client further agrees to indemnify and hold harmless **Vanguard Africa** and its directors, officers, and employees from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the **Client's** performance of its duties hereunder or violation of these terms and conditions by the **Client**.

Likewise, **Vanguard Africa** hereby agrees to indemnify, defend, and hold harmless the **Client** from and against any and all claims, losses, damages, taxes, liabilities, and expenses that may be incurred by the Client, arising out of or in connection with **Vanguard Africa's** performance of its obligations and duties as described in this Agreement, except to the extent caused by the Client's negligence, gross negligence, or willful misconduct, including the legal costs, fees, and expenses of defending itself

NA 2/1/2024



against any claim by any or all of the parties to any **Vanguard Africa** transaction, by any other person, or as a result of **Vanguard Africa** taking or refraining from taking any action or instituting or defending any action or legal proceeding. **Vanguard Africa** further agrees to indemnify and hold harmless the **Client** from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of **Vanguard Africa's** performance of its duties hereunder or violation of these terms and conditions by **Vanguard Africa**.

- **Conflicts of Laws/Jurisdiction/Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the District of Columbia (Washington, D.C.) without regard to its conflicts-of-law principles. **Client** and **Vanguard Africa** agree that any state or federal court for or within the District of Columbia (Washington, D.C.) shall have exclusive jurisdiction over any disputes arising under or related to this Agreement, and **Client** and **Vanguard Africa** irrevocably consent to the jurisdiction of such courts and the placement of venue therein, and waive any claim that any such action, suit, or proceeding in such a court has been brought in an inconvenient forum. However, any action for breach of this Agreement, for enforcement of this Agreement, or for any cause of action purported to arise out of this Agreement must be commenced in the American Arbitration Association (AAA) in the District of Columbia (Washington, D.C.).
- **Complete Agreement:** This Agreement is the complete agreement of the parties and supersedes any previous agreements, whether written or oral, between the parties. No agreement or understanding, oral or written, in any way modifies the terms and conditions set forth herein, unless noted as an addendum to this contract, dated after this contract, and signed by the parties.

Because this engagement is pro-bono through November 30, 2026, no payment is required upon execution of this Agreement. Any pre-approved reimbursable expenses may be paid by ACH or wire transfer using instructions provided separately by Vanguard Africa.

On behalf of Vanguard Africa and our global team of experts, we genuinely look forward to working with you through the entirety of this engagement and thereafter.

I have read the above letter and agree to and accept the terms and conditions set forth therein.

Signature

A handwritten signature in blue ink, appearing to be 'Jeffrey Smith'.

Date: 2 September 2026

Jeffrey Smith

Executive Director, Vanguard Africa

Signature:

A handwritten signature in blue ink, appearing to be 'Neto Agostinho'.

Date: 2/09/2026

Neto Agostinho

Executive Director, Friends of Maraga