

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.

<b>1. Name and Address of Registrant</b> Reset Public Affairs, 1030 15th St., NW 10th Florr West, Washington DC 20005	<b>2. Registration No.</b> <div style="font-size: 2em; font-family: cursive;">6475</div>
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<b>3. Name of Foreign Principal</b> Corneille Nangaa, president, Independent Election Commission of the Democratic Republic of Congo	<b>4. Principal Address of Foreign Principal</b> 4471, Boulevard du 30 juin, Kinshasa-Gombe. Ref en face de du Building ONATRA,
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**5. Indicate whether your foreign principal is one of the following:**

Government of a foreign country<sup>1</sup>

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 checked="" type="checkbox"/> Other ( <i>specify</i> ) <u>Independent Government Commission</u>

Individual-State nationality

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

**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

<sup>1</sup> "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.

Mr. Nangaa is president of the independent commission made up of members of civil society, clergy, the opposition political parties and others. His agency, known by the acronym CENI, is responsible for carrying out free, fair and transparent elections in the DRC (Congo), one of the largest nations in Africa. Congo has never had a peaceful transition of power since its founding in 1960, and Mr. Nangaa would like to preside over the first ever, a difficult task, as the current president has refused to leave office since his term ended more than a year ago.

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.)

The Independent National Election Commission is an organization of independent public law, established by the Congolese Constitution. The Commission has administrative and financial autonomy but is financed and subsidized by the Democratic Republic of the Congo.

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.

It is an independent commission, funded by the government but led by a 17-member leadership made up of members of the clergy, civil society, leaders from the opposition political parties and others, all of whom endorsed Mr. Nangaa as president to lead CENI as its president.

**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 10/5/17	Name and Title Beau Phillips, Partner	Signature <i>/s/ Beau Phillips</i>	Sign
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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 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

Reset Public Affairs

2. Registration No.

0475

3. Name of Foreign Principal

Cornoille Nangaa, president, Independent Election Commission of the Democratic Republic of 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. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Reset Public Affairs has been retained by the Independent National Election Commission of the Democratic Republic of the Congo ("CENI") to support CENI's mission to ensure free, democratic and transparent election in the Democratic Republic of the Congo by introducing CENI leaders to U.S. government officials and institutions. R th

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

Reset Public Affairs proposes to arrange meetings with journalists, non-governmental organizations, and/or government officials or cause the same to be done through partners or subcontractors.

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.

All activities will be undertaken to introduce CENI officials and communicate issues regarding a free, democratic and transparent election.

**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 10/5/17	Name and Title Beau Phillips, Partner	Signature <i>/s/ Beau Phillips</i>	Sign
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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.

This Public Affairs Consulting Agreement ("Agreement") is made effective as of Sept. 26, 2017, by and between the Independent National Election Commission of the Democratic Republic of the Congo, 4471, Boulevard du 30 juin, Kinshasa-Gombe. Ref en face de du Building ONATRA, and Reset Public Affairs, of 6120 Lemon Thyme Dr., Alexandria, Virginia, 22310.

In this Agreement, the party who is contracting to receive services shall be referred to as "CENI", and the party who will be providing the services shall be referred to as "Reset".

Reset has a background in public affairs and is willing to provide services to CENI based on this background.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Reset and its subcontractor, the Madison Group, will support CENI's mission to ensure free, democratic and transparent elections in the DRC by introducing CENI's leaders to certain American institutions. These may include U.S. government officials, think tanks, NGOs, media outlets and other entities as directed.

**2. PAYMENT.** CENI will pay Reset a total of \$75,000 for the six-week term of this contract starting on Sept. 26, 2017 and ending on Nov. 21, 2017. This fee shall be payable immediately upon signature of this contract. The term may be extended beyond Nov. 21, 2017 by mutual agreement of both parties.

**3. EXPENSE REIMBURSEMENT.** Reset does not charge clients for routine office expenses (phones, copying, etc.) but shall be entitled to reimbursement from CENI for both larger than minor expenses incurred specifically while fulfilling CENI's business (i.e. - business travel, etc.) and any expenses outside the ordinary course of business. Reset will seek approval for any out of the ordinary, exceptional expense in advance.

**4. INDEMNIFICATION.** CENI will indemnify and hold harmless RESET and its partners and subcontractors (hereinafter "Indemnified Parties") from and against any losses, damages, claims, liabilities, and expenses (including without limitation as a result of third party demands, legal proceedings or lawsuits, or requests or subpoenas served on any Indemnified Party for information, reports, data, or releases), including reasonable attorney's fees and expenses, suffered by Indemnified Parties as a result of the services rendered by Indemnified Parties in the course of the above-referenced engagement to advise on the Litigation, provided, however, that this provision shall not apply to any losses suffered by Indemnified Parties that are determined in a final judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of any Indemnified Party. In all matters, as to which indemnification is available to Indemnified Parties under this Agreement, Indemnified Parties shall be free to choose and retain counsel, the expenses of which shall be paid in full by CENI, provided Indemnified Parties shall secure the prior written consent of CENI as to such selection, which consent shall not be unreasonably withheld.

**5. RELATIONSHIP OF PARTIES.** Contractor agrees to perform the Services hereunder solely as an Independent Contractor. The parties to this Agreement recognize that this

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Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. Contractor is not authorized to enter into or commit the Company to any agreements. Further, Contractor shall not be entitled to participate in any of the Company's benefits, including without limitation any health or retirement plans. Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement. Company shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, social security, withholding tax, or other taxes or withholding for or on behalf of Contractor or any other person consulted or employed by Contractor in performing Services under this Agreement. All such costs shall be the responsibility of Contractor.

**6. DISCLOSURE.** Reset is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of SHORTNAME. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- any activity that Reset may be involved with on behalf of CENI.

**7. EMPLOYEES.** Reset's employees, if any, who perform services for CENI under this Agreement shall also be bound by the provisions of this Agreement.

**8. INTELLECTUAL PROPERTY.** The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

- a. Consultant's Intellectual Property.* Reset does not personally hold any interest in any Intellectual Property.

**9. CONFIDENTIALITY.** CENI recognizes that Reset has and will have the following information about CENI:

- future plans
- business affairs
- process information
- technical information

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of CENI and/or its members and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Reset agrees that Reset will not at any time or in any manner, either directly or indirectly, use any Information for Reset's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of CENI. Reset will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

**10. CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement. 2

**11. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for CENI:

Corneille Nangaa  
President, CENI  
4471, Boulevard du 30 juin  
Kinshasa-Gombe  
Ref en face de du Building ONATRA  
T: +1(243) 813543857, 993043442  
Email: info@ceni.cd

IF for Reset:

Reset Public Affairs  
Beau Phillips  
Managing Partner  
6120 Lemon Thyme Dr.  
Alexandria, Virginia 22310  
M: 202-368-9033  
Beau@resetpa.com

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**12. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**13. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.


**14. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**15. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**16. APPLICABLE LAW.** This Agreement shall be governed by the laws of the Commonwealth of Virginia. L

**17. ARBITRATION.** Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

For CENI

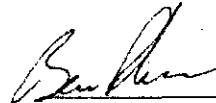
  
Signature                      10/03/2017  
Date

XANENA YOBELUS CORNILLE  
Print Name

CENI CHAIRPERSON

Title

For Reset

  
Signature                      10/3/17  
Date

Ben Phillips  
Print Name

Managing Partner

Title