

OMB No. 1124-0006: Expires May 31, 2020

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.

<p>1. Name and Address of Registrant Husch Blackwell Strategies LLC 300 M ST SE Suite 402 Washington, DC 20003</p>	<p>2. Registration No. 6517</p>
<p>3. Name of Foreign Principal National Institute for Legislative Studies on behalf of The Nigerian National Assembly</p>	<p>4. Principal Address of Foreign Principal No. 14/18 Danube St Maitama, Abuja The Federal Republic of Nigeria</p>

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:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant
The Nigerian National Assembly
- b) Name and title of official with whom registrant deals
Dr. Ladi Hamalai - Director General

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.

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

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

b) Is this foreign principal:

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

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

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

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

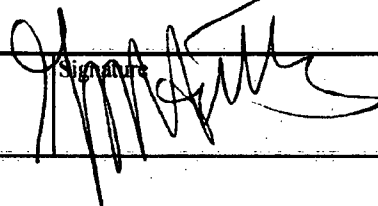
Date of Exhibit A

3-16-18

Name and Title

Gregory K. Hartley
CEO

Signature



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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.

<p>1. Name of Registrant Husch Blackwell Strategies LLC</p>	<p>2. Registration No. 6517</p>
<p>3. Name of Foreign Principal National Institute for Legislative Studies on behalf of The Nigerian National Assembly</p>	

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.

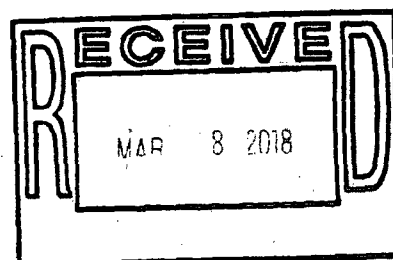
Organize meetings representatives from the Nigerian National Assembly and Members of Congress and the Administration related to trade, investment the electoral process and the role of Congress in foreign policy and security. Discussion may involve changes to US policy that could benefit Nigeria.

**HUSCH
BLACKWELL
STRATEGIES**

February 14, 2018

300 M St. SE, Suite 402
Washington, DC 20003

Dr. Ladi Hamalai
Director General
The National Institute for Legislative Studies (NILS)
The Nigerian National Assembly
No. 14/18 Danube Street
Maitama, Abuja
The Federal Republic of Nigeria



Dear Dr. Hamalai:

The Consulting Agreement outlined below is provided to The National Institute for Legislative Studies ("NILS") for NILS's review and consideration. It shall constitute our agreement concerning the services of Husch Blackwell Strategies, LLC ("HBS") as a governmental affairs consultant to NILS. HBS will also be consulting with Robert Horn of Husch Blackwell LLP to provide the services specified herein.

1. Term and Termination:

- i. The effective date of this Consulting Agreement shall be February 15, 2018.
- ii. Either NILS or HBS may at any time terminate this Consulting Agreement, whether with or without cause, by giving a written notice to the other party. If the Consulting Agreement is terminated prior to HBS's completion of the tasks set out in Section 3(i)-(iii) below, NILS shall pay HBS their hourly fee charges for such work that has already been performed, not to exceed the contracted price set out in Section 2 below.
- iii. If this Consulting Agreement is terminated by either party prior to completion of the tasks described in Section 3(i)-(iii), and HBS has already received partial or full payment of the contract price set out in this Consulting Agreement, and such payment exceeds HBS's hourly fee charges for such work that has been performed prior to termination of this Consulting Agreement, then HBS shall refund the amount of any overpayment to NILS.

2. Consideration:

- i. In consideration for the professional services of HBS as outlined in this Consulting Agreement, NILS will pay HBS a minimum consulting fee of US twenty thousand seven hundred and fifty dollars (\$20,750.00) for the tasks set out in Section 3(i)-(iii) below, for a

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delegation that does not exceed 13 participants. Any additional work by HBS beyond that set out in Section 3(i)-(iii) below may require payments by NILS of additional fees as agreed upon at the time by NILS and HBS.

- ii. In the event the delegation is larger than 13 participants, an additional charge of US one thousand five hundred dollars (\$1,500) only, per participant shall be paid to HBS over the minimum amount charged in order to accommodate the cost of such additional participants. In such a scenario, NILS agrees to pay HBS any additional charges such as copying costs, video conferences etc., after informing NILS in writing of such additional costs.
- iii. Upon signature of this Consulting Agreement, NILS may apply for an advance by bank transfer of an amount of US fifteen thousand dollars (\$15,000) only, and the remainder of the balance upon arrival of the delegation. All amounts paid under this Consulting Agreement shall be deemed earned by and payable to the operating account of HBS after the tasks set out in Section 3(i)-(iii) have been completed. Funds to cover all of the remaining reimbursables will be paid upon receipt of an invoice and scanned copies of original receipts. Payment of any expenses incurred by HBS shall be made by NILS not later than thirty (30) days after receipt of HBS's statement, invoices, and other necessary documents.
- iv. All payments shall be made and delivered to:

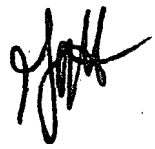
Husch Blackwell Strategies, LLC
Attn: Karen Monnig
PO Box 1108
101 West High Street
Jefferson City, MO 65102

3. Scope of Work: HBS shall provide professional services to NILS for federal government relations representation. HBS shall primarily focus on the following objectives:

- i. Organize an exchange visit and training session for members of the National Assembly of the Federal Republic of Nigeria when they come to Washington D.C.;
- ii. Organize meetings between members of the National Assembly of the Federal Republic of Nigeria and key congressional members and leaders in the United States such as the Speaker of the House, Senate Majority Leader, President Pro Tempore and such other representatives from the House and Senate leadership;
- iii. Organize technical sessions for members of the National Assembly of the Federal Republic of Nigeria and members of the United States Congress which may include discussions in the area of trade and investment, the development of the electoral process, the role of Congress in foreign policy, and security.
- iv. Provide any additional services on the legislature processor policy comprehension that may be requested by NILS and agreed to by HBS.
- v. Provide only government relations and educational services to NILS. HBS will not provide legal services to NILS, notwithstanding that some of the personnel who provide services under this Agreement may be lawyers. No attorney-client relationship is being formed between NILS and HBS. NILS understands that its communications with HBS will not be protected by the attorney-client privilege,

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although HBS agrees to maintain the confidentiality of those communications as permitted by law.

4. **Independent Contractor Status; Relationship of the Parties:** HBS agrees that HBS's relationship with NILS is that of an independent contractor. Except as limited by this letter and as reasonably directed by NILS, HBS is authorized to determine how best to provide these services. HBS understands and agrees that HBS is responsible for self-employment taxes and any other taxes that may become due on any payments that HBS receives for HBS's services. HBS acknowledges that HBS is not, and will not be, eligible for the group insurance programs or other benefit plans provided to employees of NILS.

Husch Blackwell Strategies is affiliated with the law firm of Husch Blackwell LLP, but under this Consulting Agreement, NILS is not retaining or entering into an attorney-client relationship with the law firm of Husch Blackwell LLP. Absent a separate written engagement agreement between Husch Blackwell LLP and NILS, there will be no attorney-client relationship between Husch Blackwell LLP and NILS, and Husch Blackwell LLP shall have no duties whatsoever to NILS. Further, the parties agree that although some of the Husch Blackwell Strategies staff performing services are licensed attorneys, neither they nor Husch Blackwell Strategies are providing legal services under this Consulting Agreement.

5. **Expenses:** NILS will reimburse HBS for any reasonable expenses incurred by HBS in connection with NILS business, including business meals, travel, and similar business-related expenditures, so long as HBS receives prior written instructions, and approval from NILS, to incur the expense. Expenses incurred by HBS that are not approved in advance by NILS are the responsibility of HBS and not eligible for reimbursement. All expenses should be submitted by HBS to NILS within sixty (60) days of the date of incurring the expense.

6. **Nondisclosure Agreement:** The parties acknowledge that during the course of performing the services described in this Consulting Agreement, HBS may receive develop knowledge of NILS's Confidential Information. NILS's "Confidential Information" shall mean the terms of this Consulting Agreement and the fact that HBS is providing services to NILS, as well as plans, strategy, supporter and donor information, policy planning, and any other information disclosed or submitted, orally, in writing, or by any other media, to HBS by NILS or its representatives that is proprietary or confidential in nature.

- i. HBS agrees that the Confidential Information is to be considered confidential and proprietary to NILS, shall hold the same in confidence, and shall not use the Confidential Information other than for providing services to NILS. HBS will not disclose, publish or otherwise reveal any of the Confidential Information to any other party whatsoever, except with the specific prior written authorization of NILS. HBS may make disclosures required by law or court order provided HBS uses diligent, reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed NILS to participate in the proceeding.
- ii. HBS warrants that it has adequate methods and standards of care in place to safeguard and protect its own proprietary information and that it will apply the same methods and standards in the protection of NILS's Confidential Information. NILS's Confidential Information will be disclosed only to HBS employees, or its agents, who (a) need to know in connection with their work for this project, and (b) who are subject to obligations of confidentiality to HBS at least as restrictive as those set forth herein.


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- iii. Confidential Information furnished in tangible form shall not be duplicated by HBS except to provide services to NILS. Upon the request of NILS and at NILS's option, HBS shall return or destroy all Confidential Information in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, and any documents or other media containing analyses of Confidential Information or information based on or derived from the Confidential Information, within ten (10) days of such request.
 - iv. HBS shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Consulting Agreement; is rightfully received by HBS without obligations of confidentiality; or which, as demonstrated by tangible evidence, is independently developed by an employee of HBS who has not had access to any of NILS's Confidential Information.
7. **Indemnification:** Each party (hereinafter referred to in this capacity as the "Indemnifying Party") hereby agrees to indemnify, defend and hold harmless the other party and any member, director, officer, employee or agent thereof (each of the foregoing being hereinafter referred to individually as an "Indemnified Party") from and against any and all claims, liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes or damages (collectively "Liabilities") asserted by any third party against any Indemnified Party arising out of the Indemnifying Party's breach of this Agreement or in respect of its performance of services hereunder, provided, however, that HBS's liability hereunder shall in no event exceed all amounts paid hereunder.
8. **Settlement of Disputes:** A dispute shall be deemed to have arisen when either of the parties notifies the other in writing to that effect. Any differences or disputes between the parties in respect of the interpretation and/or implementation and/or application of any part of this Consulting Agreement shall be settled amicably through mutual consultation and/or negotiations between the parties. The parties shall use all reasonable efforts to resolve any dispute that may arise under this Consulting Agreement through good faith negotiations.
- Each party shall nominate a senior representative of its management to meet at any mutually agreed location to resolve the dispute, and each party shall bear its own costs of attending such reconciliation meeting.
- Where any issue between the parties become intractable, such issue may be referred to a binding arbitration panel of 3 (three) to be jointly appointed by the parties as provided by the then-existing rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted according to the rules of the AAA. The place of arbitration shall be Abuja, Nigeria. NILS agrees to waive any right of sovereign immunity in connection with such arbitration.
9. **Continuing Obligations:** The obligations of the parties under paragraphs 2, 7, 8, 10 and 11 shall survive the termination of this agreement.
10. **Governing Law:** This Consulting Agreement shall be governed and construed according to the laws of the Federal Republic of Nigeria.
11. **Assignment:** HBS shall not assign or transfer the benefit(s) and/or obligation(s) of this Consulting Agreement to any person(s) except with the prior written consent of HBS.
12. **Force Majeure:** HBS shall not be entitled to any extra payment or cost if any loss occurs as a result of Force Majeure (which includes but is not limited to war, civil commotion, riot, rebellion, revolution,



insurrection or any unforeseeable or natural events) which materially affects the performance of the service.

13. **Severability and Independent Covenants:** If any covenant or other provision of this Consulting Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law, administrative order, judicial decision, or public policy, all other conditions and provisions shall remain in full force and effect. No covenant shall be deemed dependent upon any other covenant or provision unless so expressed in this Consulting Agreement.

14. **Variation:** This Consulting Agreement shall not be subject to any variation except in accordance with any government legislation or policy or as the parties may agree.

15. **Full Agreement and Merger:** The terms and conditions of this Consulting Agreement constitute the full and complete agreement between the parties. No other verbal or written agreement shall, in any way, vary or alter any provision of this Consulting Agreement unless both parties consent to vary or alter any such provision in a signed writing. The Consulting Agreement is intended to be an integrated writing and any prior oral or written agreements between the parties are merged into this Consulting Agreement and extinguished. No custom, industry standard or course of dealing between the parties shall in any way vary or alter the terms and conditions of this Consulting Agreement.

16. **Construction of Agreement:** While HBS has tendered this Consulting Agreement, it has done so as a matter of convenience to the parties. This Consulting Agreement shall not be construed against either party, but shall be construed pursuant to the plain meaning of its terms.

17. **Notices and Contacts:**

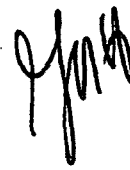
- i. NILS's point of contact for general purposes of this Consulting Agreement is Robert Horn; however, for purpose of day to day operation of the program content and its logistics in Washington the primary contact will be Singleton McAlister. HBS's point of contact for purposes of this Consulting Agreement is Dr. Ladi Hamalai.
- ii. All notices that are required to, or that may be, given under this Consulting Agreement shall be delivered personally, sent by courier, electronic mail or by fax (in the case of email or fax, receipt to be confirmed by telephone) to the respective party's address as follows:

If to NILS:

The National Institute for Legislative Studies
Attn: Dr. Ladi Hamalai
The Nigerian National Assembly
No. 14/18 Danube Street
Maitama, Abuja
The Federal Republic of Nigeria

If to HBS:

Husch Blackwell Strategies, LLC
Attn: Gregg Hartley
300 M St. SE, Suite 402
Washington, DC 20003
ghartley@hbstrategies.us



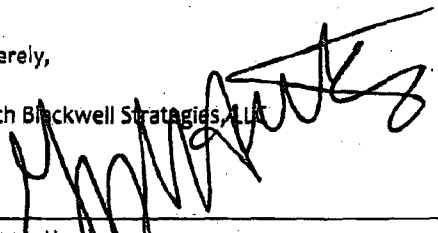
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We hope these terms meet with your agreement. If they do, please sign at the space provided and return to us for our records.

Sincerely,

Husch Blackwell Strategies, LLC



Gregg Hartley
Chief Executive Officer

Agreed and Accepted:

THE NATIONAL INSTITUTE FOR LEGISLATIVE STUDIES



Dr. Ladi Hamalal, Director General

Date

19/02/2018

