

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.

1. Name and Address of Registrant

Gainful Solutions Inc.

2. Registration No.

6667

3. Name of Foreign Principal

Government of South Sudan through the Office of the President of South Sudan

4. Principal Address of Foreign PrincipalPresidential Palace, Juba One
South Sudan**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 (specify) _____ |
- Individual-State nationality _____

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

a) Branch or agency represented by the registrant

Office of the President of South Sudan

b) Name and title of official with whom registrant deals

Paulino Diing Madol Atak, Deputy Chief Protocol of the Office of the President

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
April 18, 2019	Michael Ranneberger, Managing Partner Gainful Solutions Inc.	/s/ Michael Ranneberger 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 <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 Gainful Solutions Inc.	2. Registration No. 6667
---	---------------------------------

3. Name of Foreign Principal

Government of South Sudan through the Office of the President of South Sudan

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.
See attached contract.

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

Gainful Solutions Inc. has been retained to assist the Government of South Sudan improve relations with the United States, both politically and economically. The consulting services that will be provided include working to open channels of communication between President Kiir and President Trump; improving bilateral relations between the United States and South Sudan; engaging in political advocacy to persuade the Administration to reverse current sanctions and prevent further sanctions; mobilizing American companies to invest in South Sudan's oil, natural resources, and other sectors; and engaging in advocacy to encourage the Administration to open a military relationship with South Sudan to enhance the fight against terrorism and promote regional stability.

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.

Gainful Solutions Inc.'s expected political activities include working to open channels of communication between President Kiir and President Trump; improving bilateral relations between the United States and South Sudan; engaging in political advocacy to persuade the Administration to reverse current sanctions and prevent further sanctions; mobilizing American companies to invest in South Sudan's oil, natural resources, and other sectors; and engaging in advocacy to encourage the Administration to open a military relationship with South Sudan to enhance the fight against terrorism and promote regional stability.

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
April 18, 2019	Michael Ranneberger, Managing Partner Gainful	/s/ Michael Ranneberger 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.

CONSULTING CONTRACT AGREEMENT

This is a **CONSULTING CONTRACT AGREEMENT** (the "Contract") dated this 2nd day of
April, 2019 BETWEEN:

CLIENT

Government of South Sudan
through the Office of the President of South
Sudan
Juba, South Sudan

CONSULTANT

Ambassador (ret.) Michael Ranneberger
and Soheil Nazari-Kangarlou
Managing Partners, Gainful Solutions Inc.

BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Contract.
- C. Ambassador (ret.) Timothy Towell, Board Member of the Council of American Ambassadors, has agreed to serve as a sub-contractor for Gainful Solutions Inc. as needed and appropriate.
- D. Reverend Paul Cheboi and his associates, having facilitated, negotiated, and coordinated this Contract shall serve as the senior adviser and coordinator to the parties to this Contract. He will work and coordinate with the Consultants and the Client on all matters pertaining to this Contract. He shall work with the Consultants as they engage with American and Western companies to do business in Juba. This will include helping facilitate projects, business deals, and relevant documents for such companies interested in doing business in South Sudan. This will also include the sharing of any residuals, compensation, or shareholding resulting from such facilitation.
- E. No sanctioned individual will receive remuneration under this Contract.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Contract) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):

Ambassador (ret.) Michael Ranneberger, together with his partner Soheil Nazari-Kangarlou, through their joint company Gainful Solutions Inc., is hereby hired by the Government of South

Sudan (GOSS), through the office of the President, to assist the GOSS to improve relations with the United States, both politically and economically.

Pursuant to President Kiir's letter to Ambassador Ranneberger, the Consultant services will include, but not necessarily be limited to, the following:

1. Open a channel of communication between President Kiir and President Trump with the objective of persuading President Trump and his administration to expand economic and political relations with South Sudan, and supporting American private sector investment in South Sudan in oil, natural resources, energy, gas, mining, and other areas.
2. Improve bilateral relations between the United States and South Sudan.
3. Persuade the Trump administration to reverse current sanctions and further block potential sanctions.
4. Delay and ultimately block establishment of the hybrid court envisaged in the R-ARCISS.
5. Mobilize American companies to invest in the oil, natural resources, and other sectors.
6. Persuade the Trump administration to open a military relationship with South Sudan in order to enhance the fight against terrorism and promote regional stability.

The Consultants will act as the agents of the GOSS, Office of the President, to facilitate and negotiate with American and Western companies for investment in South Sudan. Both the Consultants and the Coordinator shall equally and proportionally share any residuals, compensation, commissions, or shareholding resulting from such facilitation and negotiation with American and Western businesses. The Client agrees that all American and Western business companies venturing into South Sudan after the execution of this Contract will be assumed to have originated from the parties of this Contract, and that the parties to this Contract shall be responsible to guide and negotiate these business arrangements with approval and support of the Client.

The Services will also include any other consulting tasks which the Parties may agree on.

TERM OF CONTRACT

2. The term of this Contract (the "Term") will begin on the date of this Contract and will remain in full force and effect for the duration of this two-year Contract. However, upon completion of the first year of the Contract, the terms of the Contract may be renegotiated at the request of either party. The Term may be extended with the written consent of the Parties.
3. However, the Consultants and the Coordinator (and their heirs and assignees) shall retain irrevocable rights with respect to all agreements which have been signed between American and Western companies and the GOSS, and which have been facilitated by the Consultants and/or the Coordinator, as long as those companies are active in South Sudan.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Contract take effect.

CURRENCY

5. Except as otherwise provided in this Contract, all monetary amounts referred to in this Contract are in USD (US Dollars).

COMPENSATION

6. The Consultant will charge the Client a flat fee of **3.7 million dollars** for the services (the

"Compensation") for this two-year Contract.

7. Immediately upon execution of this Contract, 1.2 million dollars will be paid to the Consultants as a non-refundable retainer. The Contract will take effect upon receipt of this retainer.

CONFIDENTIALITY

8. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
9. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Contract.
10. All written and oral information and material disclosed or provided by the Client to the Consultant under this Contract are Confidential Information regardless of whether it was provided before or after the date of this Contract or how it was provided to the Consultant.

OWNERSHIP OF INTELLECTUAL PROPERTY

11. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Contract, will be the property of the Consultant. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
12. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

RETURN OF PROPERTY

13. Upon the expiration or termination of this Contract, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

14. In providing the Services under this Contract it is expressly agreed that the Consultant is acting as an independent Contractor and not as an employee. The Consultant and the Client acknowledge that this Contract does not create a partnership or joint venture between them, and is exclusively a Contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Contract.

NOTICE

15. All notices, requests, demands or other communications required or permitted by the terms of this Contract will be given in writing and delivered to the Parties at the following addresses:

- a. Government of South Sudan
Office of the President of South Sudan, Juba, South Sudan

- b. Michael Ranneberger and Soheil Nazari-Kangarlou, Gainful Solutions Inc., Delaware, USA
- c. Revered Paul Cheboi and associates, Juba and Nairobi

or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

- 16. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Contract. This indemnification will survive the termination of this Contract.

MODIFICATION OF CONTRACT

- 17. Any amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

- 18. Time is of the essence in this Contract. No extension or variation of this Contract will operate as a waiver of this provision.

ASSIGNMENT

- 19. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Contract without the prior written consent of the Client.

ENTIRE CONTRACT

- 20. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Contract except as expressly provided in this Contract.

TITLES/HEADINGS

- 21. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Contract.

GENDER

- 22. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

23. This Contract will be governed by and construed in accordance with the laws of the District of Columbia.

WAIVER

24. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Contract by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

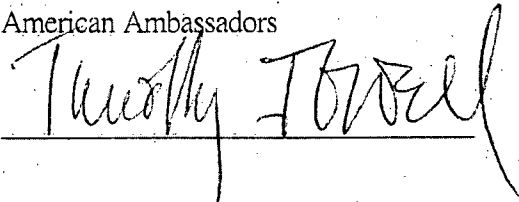
SEVERABILITY

This contract is legally binding and may only be severed by mutual agreement.

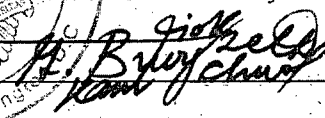
The Parties have duly affixed their signatures and seals to this CONSULTING CONTRACT AGREEMENT on this 2nd day of April, 2019.

Witness:

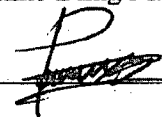
Ambassador (ret.) Timothy Towell
Board Member of the Council of
American Ambassadors



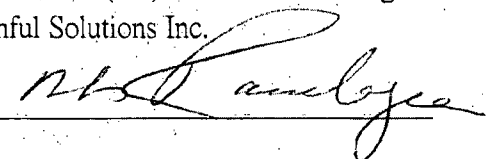
Ambassador Gordon Buay Moses Malek



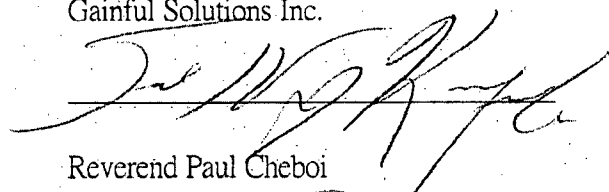
Office of President Salva Kiir
Signing on behalf of the President
Paulino Diing Madol



Ambassador (ret.) Michael Ranneberger
Gainful Solutions Inc.



Soheil Nazari-Kangarlou
Gainful Solutions Inc.



Reverend Paul Cheboi
Adviser and Coordinator

