

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 in print and 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 Inle Advisory Group, LLC	2. Registration Number 6765
---	--------------------------------

3. Primary Address of Registrant  
 3990 Langley Ct, NW, C603, Washington, DC 20016

4. Name of Foreign Principal Kanbawza Bank Limited	5. Address of Foreign Principal No. 615/1, Pyay Road, Kamayut Township Yangon BURMA
6. Country/Region Represented BURMA	

7. Indicate whether the 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 checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) <u>N/A</u>

Individual-State nationality N/A

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

a) Branch or agency represented by the registrant  
 N/A

b) Name and title of official with whom registrant engages  
 N/A

<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.

---

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

- a) Name and title of official with whom registrant engages  
N/A
- b) Aim, mission or objective of engagement  
N/A

---

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.

Kanbawza (KBZ) Bank is a private commercial bank in Myanmar (Burma). The bank conducts and provides financial and banking services, as well as charitable endeavors, in Myanmar.

b) Is this foreign principal:

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

---

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

See Appendix 11 for response.

---

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 Exhibit A to Registration Statement, 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
<u>12/09/2019</u>	<u>Erin L Murphy</u>	<u>/s/Erin L Murphy</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement**

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 Exhibit A to Registration Statement, 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
<u>12/9/19</u>	<u>ERIN L MURPHY</u>	<u><i>Erin L Murphy</i></u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

## Response to Item 11

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

Item 10(b)(1): Kanbawza Bank is owned and financed by five Myanmar citizens. The corporation includes six directors on its Board of Directors, all of whom are Myanmar citizens.

The Central Bank of Myanmar (CBM), a Myanmar government entity, supervises the bank (and all banks and banking activities), through laws and regulatory frameworks.

Item 10(b)(2): Kanbawza Bank is owned and financed by five Myanmar citizens. The corporation includes six directors on its Board of Directors, all of whom are Myanmar citizens. The owners and directors also "control" the bank's activities. The bank is owned by: (1) Mr. Aung Ko Win; (2) Ms. Nan Than Htwe; (3) Ms. Nang Lang Kham; (4) Ms. Nang Kham Nong; and (5) Ms. Nang Mo Horn. Its Board of Directors, which controls the bank, consists of six directors and include: (1) Mr. Mya Than; (2) Ms. Nan Than Htwe; (3) Mr. Maung Maung; (4) Ms. Nang Lang Kham; (5) Mr. San Thein; and (6) Mr. Win Maung.

Item 10(b)(3): The corporation includes six directors on its Board of Directors, all of whom are Myanmar citizens. The owners and directors also "control" the bank's activities. The bank is owned by: (1) Mr. Aung Ko Win; (2) Ms. Nan Than Htwe; (3) Ms. Nang Lang Kham; (4) Ms. Nang Kham Nong; and (5) Ms. Nang Mo Horn. Its Board of Directors, which controls the bank, consists of six directors and include: (1) Mr. Mya Than; (2) Ms. Nan Than Htwe; (3) Mr. Maung Maung; (4) Ms. Nang Lang Kham; (5) Mr. San Thein; and (6) Mr. Win Maung.

The Central Bank of Myanmar (CBM), a Myanmar government entity, supervises the bank (and all banks and banking activities), through laws and regulatory frameworks.

Item 10(b)(4): The corporation includes six directors on its Board of Directors, all of whom are Myanmar citizens. The owners and directors also "control" the bank's activities. The bank is owned by: (1) Mr. Aung Ko Win; (2) Ms. Nan Than Htwe; (3) Ms. Nang Lang Kham; (4) Ms. Nang Kham Nong; and (5) Ms. Nang Mo Horn. Its Board of Directors, which controls the bank, consists of six directors and include: (1) Mr. Mya Than; (2) Ms. Nan Than Htwe; (3) Mr. Maung Maung; (4) Ms. Nang Lang Kham; (5) Mr. San Thein; and (6) Mr. Win Maung.

The Central Bank of Myanmar (CBM), a Myanmar government entity, supervises the bank (and all banks and banking activities), through laws and regulatory frameworks.

Item 10(b)(5): The corporation includes six directors on its Board of Directors, all of whom are Myanmar citizens. The owners and directors also "control" the bank's activities. The bank is owned by: (1) Mr. Aung Ko Win; (2) Ms. Nan Than Htwe; (3) Ms. Nang Lang Kham; (4) Ms. Nang Kham Nong; and (5) Ms. Nang Mo Horn. Its Board of Directors, which controls the bank, consists of six directors and include: (1) Mr. Mya Than; (2) Ms. Nan Than Htwe; (3) Mr. Maung Maung; (4) Ms. Nang Lang Kham; (5) Mr. San Thein; and (6) Mr. Win Maung.

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 in print and 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  
Inle Advisory Group, LLC

2. Registration Number  
6765

3. Name of Foreign Principal  
Kanbawza Bank Limited

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. What is the date of the contract or agreement with the foreign principal? 11/29/2019
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide advice to KBZ Bank on AML/KYC and sanctions compliance, adherence to international banking standards, and charitable giving. Registrant may communicate with the international community, U.S. Government officials, U.S. lawmakers, the United Nations, donor agencies, and international media regarding these issues through attendance at conferences, roundtable discussions, and media interviews. Registrant may also advise KBZ Bank with respect to email, social media, and press release communications regarding actions undertaken by the Bank with respect to these issues. A copy of the agreement setting forth the terms of the engagement is attached.

---

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

Providing consulting services and advice to KBZ Bank on AML/KYC and sanctions compliance, adherence to international banking standards, and charitable giving through its foundations. Communicating and advising on communications with the international community, U.S. Government officials, U.S. lawmakers, the United Nations, donor agencies, and international media regarding actions undertaken by the Bank with respect to these issues, including KBZ Bank's response to a United Nations Human Rights Council Report on Myanmar issued on August 5, 2019.

---

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

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 or dissemination of informational materials.

See Appendix 10 for response.

---

11. Prior to the date of registration<sup>2</sup> for this foreign principal did the registrant engage in any activities, including political activities, for or render any services to 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.

Providing consulting services and advice to KBZ Bank on AML/KYC and sanctions compliance, financial inclusion, adherence to international banking standards, including financial technology, and best practices with respect to charitable giving and gender equality in the workplace, and attending relevant conferences since March 2019.

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

Date	Contact	Method	Purpose
No Political Activity Contacts to Report			

12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, 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
10/16/2019	KBZ Bank	Consulting services and expenses	\$14,325.00
11/18/2019	KBZ Bank	Consulting services and travel expenses	\$24,396.60

\$38,721.60

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of the foreign principal?

Yes  No

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	To Whom	Purpose	Amount
N/A	N/A	N/A	N/A

<sup>1</sup> "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.

<sup>2,3,4</sup> 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 Exhibit B to Registration Statement, 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
12/09/2019	Erin L Murphy	/s/Erin L Murphy
_____	_____	_____
_____	_____	_____
_____	_____	_____

U.S. Department of Justice  
Washington, DC 20530

**Exhibit B to Registration Statement**

---

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 Exhibit B to Registration Statement, 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.

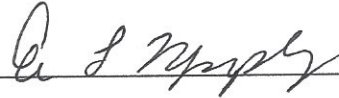
Date

Printed Name

Signature

12/9/19

ERIN MURPHY



## Response to Item 10

Question 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. 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 or dissemination of informational materials

Registrant will engage in the activities set forth in response to the previous question, to include providing consulting services and advice to KBZ Bank on AML/KYC and sanctions compliance, adherence to international banking standards, and charitable giving through its foundations. A portion of those activities will be undertaken to assist KBZ Bank in educating the international community, including U.S. Government officials, U.S. lawmakers, the United Nations, donor agencies, and international media regarding KBZ's response to a United Nations Fact Finding Mission Report on Myanmar issued on August 5, 2019.



NO. 615/1, PYAY ROAD, KAMAYUT TOWNSHIP, YANGON, MYANMAR. PH: (951) 538 075-076, 538 078-080 FAX: (951) 538 069-071 EMAIL: kbzinfo@kbzbank.com

## CONSULTING SERVICES AGREEMENT

**THIS AGREEMENT** is dated November 29, 2019 and made between:

(1) **KANBAWZA BANK LIMITED**, with its head office at No. 615/1, Pyay Road, Kamayut Township, Yangon,

Myanmar; (hereinafter referred to as “**KBZ**”) And

(2) **INLE ADVISORY GROUP LLC**, address at **3990 Langley Ct, NW, #C603, Washington D.C., 20016, United States** (hereinafter referred to as “**Inle**”)

KBZ and Inle are referred to as a “**Party**” and collectively as the “**Parties.**” Inle is very pleased to provide services under the terms and conditions which are set forth in this Agreement.

### **I. Objective**

To act as the International Affairs Consultant for KBZ, working with KBZ in its transformation to be the best managed bank and bank of the future, adhere to the gold standard of corporate governance, and help KBZ transform Myanmar into a mobile first country.

### **II. Deliverables**

Inle will offer the following services to support KBZ:

- a. Attend, participate, and/or represent KBZ in international, regional, and local seminars and conferences on relevant topics such as fintech, digital and mobile banking, banking, financial services, financial inclusion, corporate social responsibility, responsible investment, etc;
- b. Assist KBZ in understanding international and domestic concerns and implementing international standards in banking, corporate social responsibility, and responsible and transparent business practices to transform and professionalize KBZ’s banking business and corporate governance;
- c. Assist KBZ with its efforts to prepare the workforce and KBZ for the future of work and technological development;
- d. Work with KBZ on financial inclusion and gender equality policies, practices, and implementation;



NO. 615/1, PYAY ROAD, KAMAYUT TOWNSHIP, YANGON, MYANMAR. PH: (951) 538 075-076, 538 078-080 FAX: (951) 538 069-071 EMAIL: kbzinfo@kbzbank.com

- e. Serve as a member of KBZ's Social Purpose and Impact Partnership (SPIP) Committee, a committee designed to assess incoming requests for partnership, funding, and support of any kind to ensure any engagement aligns with KBZ's social purpose pillars and meets local and international due diligence requirements and standards;
- f. Assist KBZ on charitable giving policies and standards, including any family foundation or SPIP efforts.

### III. Fees

Inle proposes a monthly retainer of USD \$7,000. This fee covers administrative costs and all hours worked, including working with KBZ in Myanmar, conference calls, meeting and conference attendance, and speaking engagements. Conference and travel fees are not included in the proposed fees. Inle expects KBZ to cover partial or total travel costs and will seek approval from KBZ before booking travel or registering for conferences.

#### Flights and Hotels

Inle will ensure all flights booked under four (4) hours will be economy class tickets. Flights exceeding four (4) hours, will be business class, per KBZ travel guidelines. Hotel costs will be within per diem rates and sent for approval to KBZ prior to booking.

#### Conference fees

For conferences in which a KBZ representative is not invited to speak or provided a compensated entry, Inle will seek approval for conference fees prior to reserving.

### IV. Term:

The term of this agreement be deemed to have commenced as of November 29, 2019 and shall continue and effect after completion of the services.

### V. Termination:

Either Party may terminate this Agreement, for any reason or for no reason, upon not less than thirty (30) days prior to written notice to the other Party, stating such Party's intention to terminate this Agreement. In case of



NO. 615/1, PYAY ROAD, KAMAYUT TOWNSHIP, YANGON, MYANMAR. PH: (951) 538 075-076, 538 078-080 FAX: (951) 538 069-071 EMAIL: kbzinfo@kbzbank.com

termination, Inle shall make a reasonable attempt to finish work in progress.

If KBZ terminates this Agreement, KBZ will pay for the finished work and bear the cost of actual expenses incurred by Inle.

If Inle terminates this Agreement, Inle shall pay back to KBZ all the advanced monies received under this Agreement.

#### **VI. Indemnification.**

Inle shall indemnify KBZ, hold it harmless, and defend and protect it from and against any and all loss, damage, liability, judgment, claim, cost or expense (specifically including reasonable attorneys' fees and other costs and expenses of investigation and defense), of any sort, resulting from injury or damage of any sort to any person or entity, arising out of or in connection with Inle's performance under this Agreement, including the performance of any other party for whom Inle is responsible under this Agreement.

#### **VII. Confidential Information:**

Inle agrees to keep confidential and not to disclose or use for its own benefit or for the benefit of any third party, any information, documents or materials which are identified by a party, at the time that they are made available, to be proprietary or confidential. The obligations of this clause shall be subject to a survival period as per Unilateral Non-Disclosure Agreement.

#### **VIII. Miscellaneous:**

Inle is an independent contractor. Nothing contained in this Agreement shall create any partnership or joint venture between the parties.

This Agreement may only be assigned with the prior written approval of the other party.

This Agreement embodies the entire Agreement between Parties hereto and may not be amended or modified except in writing signed by both parties.

If any dispute arises between KBZ and Inle relating to this Agreement, the Parties shall meet within thirty (30) days upon receipt of notice by either Party that a dispute exists. If the Parties cannot resolve any such dispute amicably within seven (7) days following the first day of such meeting, the dispute shall be referred to one or more members of the executive management of each Party who shall meet personally within thirty (30) days of such referral. If no



NO. 615/1, PYAY ROAD, KAMAYUT TOWNSHIP, YANGON, MYANMAR. PH: (951) 538 075-076, 538 078-080 FAX: (951) 538 069-071 EMAIL: kbzinfo@kbzbank.com

resolution is reached within three (3) business days following the first day of such meeting, then either Party may refer the matter to the competent courts at Yangon, Myanmar. Judgment/Decision of such courts shall be final and binding on both Parties. This Agreement shall be construed and governed by the laws of the Republic of the Union of Myanmar.

**WHEREFORE**, the Parties hereto have executed this Agreement on the date stated at the beginning.

**KANBAWZA BANK LIMITED**

SIGNED by 



As attorney for and on behalf of **KANBAWZA BANK LIMITED**

**INLE ADVISORY GROUP**

SIGNED by 

Erin Murphy  
Founder and Principal, Inle Advisory Group