

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 The whitaker Group, Inc.	2. Registration Number 7482
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3. Primary Address of Registrant
 1818 Library Street, suite 500, Reston, VA 20190

4. Name of Foreign Principal African Export-Import Bank (via The Bennett Group DC)	5. Address of Foreign Principal 72 (B) El-Maahad El-Eshteraky Street Heliopolis, Cairo EGYPT 11341
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6. Country/Region Represented
 INTERNATIONAL

7. Indicate whether the foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) See Appendix for Response
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant
- b) Name and title of official(s) with whom registrant engages

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

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

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

- b) Aim, mission or objective of foreign political party

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

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

The African Export-Import Bank provides a range of financial services that consist of offering credit (trade & project finance), risk-bearing (guarantees and credit insurance) and trade advisory services.

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 type="checkbox"/> No <input checked="" 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 checked="" type="checkbox"/> No <input type="checkbox"/> |

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

See Appendix 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.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
10/22/2024	Rosa M. Whitaker	<input data-bbox="886 405 954 443" type="button" value="Sign"/> /s/Rosa M. Whitaker
_____	_____	<input data-bbox="886 489 954 527" type="button" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 611" type="button" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 695" type="button" value="Sign"/> _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

Oct 21 24 ROSA Whitaker Rosa Whitaker

Appendix Response to Item 7

Item 7: Indicate whether the foreign principal is one of the following: Other (specify).

The African Export-Import Bank is a pan-African multinational financial institution established in 1993 under the auspices of the African Development Bank. Its primary mandate is to promote and finance intra- and extra-African trade.

Appendix

Response to Item 11

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

Item 10(b) Supervised: The African Export-Import Bank ("Bank") is a multinational bank. No single country, foreign political party, or foreign principal supervises, owns, directs, control, finances, or subsidizes the Bank. The Bank's board of directors is elected by 4 different classes of shareholders or their representatives. Class A consists of African governments, central banks, and regional and sub-regional institutions; Class B consists of African private investors and financial institutions; Class C consists of non-African financial institutions, export credit agencies, and private investors; and Class D consists of other persons or entities who have been allotted shares.

Item 10(b) Directed: The African Export-Import Bank ("Bank") is a multinational bank. No single country, foreign political party, or foreign principal supervises, owns, directs, control, finances, or subsidizes the Bank. The Bank's board of directors is elected by 4 different classes of shareholders or their representatives. Class A consists of African governments, central banks, and regional and sub-regional institutions; Class B consists of African private investors and financial institutions; Class C consists of non-African financial institutions, export credit agencies, and private investors; and Class D consists of other persons or entities who have been allotted shares.

Item 10(b) Controlled: The African Export-Import Bank ("Bank") is a multinational bank. No single country, foreign political party, or foreign principal supervises, owns, directs, control, finances, or subsidizes the Bank. The Bank's board of directors is elected by 4 different classes of shareholders or their representatives. Class A consists of African governments, central banks, and regional and sub-regional institutions; Class B consists of African private investors and financial institutions; Class C consists of non-African financial institutions, export credit agencies, and private investors; and Class D consists of other persons or entities who have been allotted shares.

Item 10(b) Financed: The African Export-Import Bank ("Bank") is a multinational bank. No single country, foreign political party, or foreign principal supervises, owns, directs, control, finances, or subsidizes the Bank. The Bank's board of directors is elected by 4 different classes of shareholders or their representatives. Class A consists of African governments, central banks, and regional and sub-regional institutions; Class B consists of African private investors and financial institutions; Class C consists of non-African financial institutions, export credit agencies, and private investors; and Class D consists of other persons or entities who have been allotted shares.

Item 10(b) Subsidized: The African Export-Import Bank ("Bank") is a multinational bank. No single country, foreign political party, or foreign principal supervises, owns, directs, control, finances, or subsidizes the Bank. The Bank's board of directors is elected by 4 different classes of shareholders or their representatives. Class A consists of African governments, central banks, and regional and sub-regional institutions; Class B consists of African private investors and financial institutions; Class C consists of non-African financial institutions, export credit agencies, and private investors; and Class D consists of other persons or entities who have been allotted shares.

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 The Whitaker Group, Inc.	2. Registration Number 7482
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3. Name of Foreign Principal
African Export-Import Bank (via The Bennett Group DC)

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? 10/15/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see attached contract. Registrant will engage with the U.S. Congress and Executive Branch, industry groups, and other relevant stakeholders to advocate for reauthorization of the African Growth & Opportunity Act (AGOA) and execute a comprehensive lobbying and communications strategy related to the renewal and expansion of AGOA.

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

Please see the attached contract. Registrant will engage with the U.S. Congress and Executive Branch, industry groups, and other relevant stakeholders to advocate for reauthorization of the African Growth & Opportunity Act (AGOA) and execute a comprehensive lobbying and communications strategy related to the renewal and expansion of AGOA.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes No

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

Registrant will engage with the U.S. Congress and Executive Branch, industry groups, and other relevant stakeholders to advocate for reauthorization of the African Growth & Opportunity Act (AGOA) and execute a comprehensive lobbying and communications strategy related to the renewal and expansion of AGOA.

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

Yes No

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

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

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

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

Yes No

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

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

Yes No

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

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
10/22/2024	Rosa M. Whitaker	/s/Rosa M. Whitaker
_____	_____	Sign
_____	_____	Sign
_____	_____	Sign

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

Oct 21 24 ROSA Whitaker Rosa Whitaker

PROFESSIONAL SERVICES CONSULTING AGREEMENT

This Agreement is made between THE BENNETT GROUP DC, located at 122 C Street NW, Suite 515, Washington, D.C. 20001 ("Bennett"), and THE WHITAKER GROUP, INC. , located at 1818 Library Street, Suite 500, Reston, Virginia 20190 ("TWG"). Bennett and TWG are sometimes referred to herein individually as "a Party" and collectively as "the Parties."

WHEREAS, Bennett has entered into an agreement to provide certain professional services to the African Export-Import Bank ("AFREXIMBANK"), a multilateral financial institution located in Cairo, Egypt; and

WHEREAS, Bennett desires to avail itself of the expertise and services of TWG in performing those services, and

WHEREAS, TWG desires to make its expertise and services available to Bennett for such purpose, upon the terms and conditions below; and

WHEREAS, AFREXIMBANK has consented to Bennett's retention of TWG for such purpose.

NOW, THEREFORE, the Parties agree as follows:

1. CONSULTING SERVICES.

(a) TWG agrees to assist Bennett in performing the services set forth in Section 2 of the Professional Services Agreement ("the Services") entered into between Bennett and AFREXIMBANK as of October 15, 2024, a copy of which is attached hereto as Exhibit A (hereinafter referred to as the "AFREXIMBANK Agreement").

(b) TWG will devote such portion of its time and energies as are necessary to perform the Services and will perform the Services in an efficient, expeditious, professional, and skillful manner. TWG shall be responsible, at TWG's own expense, for complying with all federal, state, and local laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements applicable to the Services to be performed by TWG during the term of this Agreement, including the Foreign Agents Registration Act, and, except as otherwise provided herein, shall comply with the "General Conditions" set forth in Part 2 of the AFREXIMBANK Agreement.

2. TERM AND TERMINATION.

(a) The term of this Agreement shall commence on October 15, 2024, and, unless terminated in accordance with Section 2(b), shall continue in effect through April 14, 2025. This Agreement may be extended by mutual written consent of the Parties.

(b) A Party may terminate this Agreement, with or without cause, by giving the other Party thirty (30) days' written notice. In the event of any such termination, TWG shall be entitled to receive the fee described in Section 3 hereof, prorated for the actual number of days during which the Agreement was in effect, as well as any expenses incurred in accordance with Section 3(b) prior to the effective date of the termination.

(c) Sections 2(c), 4, 5, 6, 8(b), and 9 through 16 shall survive indefinitely the expiration or termination of this Agreement.

3. COMPENSATION.

(a) Fee. For performing the Services, Bennett shall pay TWG United States Dollars NINETY-SIX THOUSAND (USD 96,000), which represents THIRTY-TWO PERCENT (32%) of the United States Dollars THREE HUNDRED THOUSAND (USD 300,000) that Bennett is to receive under the AFREXIMBANK Agreement. Payment to TWG will be made follows: Each time Bennett receives a payment from or on behalf of AFREXIMBANK pursuant to the AFREXIMBANK Agreement, THIRTY-TWO PERCENT of that amount will be paid to TWG within five (5) business days from the date Bennett receives the payment. The Parties understand and agree that TWG's payment is contingent on Bennett's receipt of payment, and if payments to Bennett total less than the USD 300,000 set forth in the AFREXIMBANK Agreement, TWG's total payment shall be reduced proportionally.

(b) Expenses. The fee set forth in Section 3(a) includes any expenses that TWG may incur in the performance of the Services, except for any expense specifically approved by Bennett in advance (hereinafter, an "Extraordinary Expense"). TWG shall submit an invoice to Bennett within thirty (30) days of incurring any Extraordinary Expense, accompanied by documentation sufficient to reasonably substantiate the purpose and amount thereof, and TWG shall be reimbursed for the Extraordinary Expense within thirty (30) days of Bennett's receipt of the invoice.

4. CONFIDENTIALITY.

(a) Absent the written prior approval of Bennett, TWG shall not directly or indirectly divulge, furnish, make accessible, or permit the disclosure to anyone (other than Bennett or persons employed or designated by Bennett) any knowledge or information of any type whatsoever about Bennett or AFREXIMBANK acquired in the course of this Agreement, whether disclosed orally or visually and whether stored on any tangible medium ("Confidential Information"). TWG shall use its best efforts to safeguard any Confidential Information using at least as great a degree of care as it uses to safeguard its own Confidential Information so as to ensure that no unauthorized person shall have access to it, and that no unauthorized persons shall have access to make copies of such Confidential Information. TWG shall advise Bennett immediately in the event it learns or has reason to believe that any unauthorized person has had access to the Confidential Information, or that any person who has had access to the Confidential Information has violated or intends to violate the terms of this Agreement.

(b) The term Confidential Information includes but is not limited to all originals, recorded and unrecorded copies of such Confidential Information, as well all written or audio materials obtained, generated, produced, or otherwise acquired during the course of the Services, including but not limited to any notes, charts, lists, computer files, electronic mail messages, phone logs or other memoranda, whether handwritten, typed, or otherwise created. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not TWG has been notified that such information is the Confidential Information of Bennett or AFREXIMBANK. The term Confidential Information does not include any information that (i) either at or after the time of disclosure was or became publicly available or a matter of public knowledge without a breach of this Agreement; (ii) was provided to TWG by a third party who did not breach any law or contract obtaining or providing such information; (iii) has been lawfully independently acquired or developed by TWG; (iv) was in the lawful possession of, or known by, TWG prior to entering into this Agreement; or (v) was disclosed pursuant to a requirement of law, including but not limited to information subject to reporting and disclosure under the Foreign Agents Registration Act, or in response to a court order, subpoena or action of governmental authority.

(c) TWG shall not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial action or other lawfully compelled disclosure, provided TWG promptly notifies Bennett after such need becomes known and, if requested, uses its best efforts to assist Bennett to contest such disclosure.

(d) TWG shall not communicate with any member of the news media, including without limitation print, broadcast and digital media, regarding any aspect of this Agreement, without the express prior written approval of Bennett or AFREXIMBANK

(e) Upon termination of this Agreement or upon Bennett's request, TWG shall return all Confidential Information to Bennett, regardless of the form in which it appears or is stored, and TWG shall not retain any copy thereof without Bennett's written authorization.

5. OWNERSHIP OF WORK PRODUCT. All materials, products, deliverables, and other work product that TWG creates in TWG's performance of the Services ("the Materials") shall be a work made for hire under United States copyright, trademark, and patent laws ("Intellectual Property Laws"). In the event that a court of competent jurisdiction conclusively concludes that the Materials are not, in fact, a work made for hire, then TWG irrevocably grants, transfers, and assigns to Bennett all right, title and interest (including intellectual property rights) in and to the Materials. TWG understands and agrees that Bennett is the exclusive owner of the Materials and all rights and interests in the Materials and that TWG retains no rights whatsoever in and to any of the Materials. Accordingly, TWG agrees that TWG will not use, directly or indirectly, any version of the Materials at any time and in connection with any project, including but not limited to promotional, marketing, or advertising activities or purposes, unless such use is made in the course of performing the Services. The Materials shall also be deemed to be Confidential Information under Section 4 of this Agreement. For the

avoidance of doubt, the Materials shall not include inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, techniques, and trade secrets made or conceived or reduced to practice by TWG before the date of this Agreement or otherwise outside of its performance of the Services.

6. INDEPENDENT CONTRACTOR. TWG shall perform the Services as an independent contractor with respect to Bennett, and nothing in this Agreement shall create, or be deemed to create, any relationship of either employer and employee or master and servant between Bennett and TWG. As an independent contractor, TWG shall be responsible for payment of all applicable obligations to state and/or federal governmental agencies, including but not limited to income tax, unemployment tax, and business registration fees. TWG shall not have the authority to enter into contracts on behalf of Bennett except insofar as Bennett authorizes in advance in writing.

7. SUBCONTRACTORS. TWG may not hire or utilize subcontractors to perform any part of the Services, except as agreed to by the Parties

8. OTHER CONSULTING SERVICES.

(a) TWG may provide consulting services to other individuals or entities, provided that other such consulting services shall not present a conflict with the interests of AFREXIMBANK or prevent TWG from providing the Services.

(b) TWG shall not use any resources of Bennett or AFREXIMBANK in connection with its work for any individual or entity other than Bennett or AFREXIMBANK.

9. INDEMNIFICATION.

(a) TWG shall indemnify and hold harmless Bennett, its directors, officers, employees, agents, and affiliates from and against any and all rights, claims, demands, causes of action, losses, liabilities, obligations, damages, and expenses (including attorneys' fees and expenses), which they may incur or be obligated to pay in any action, claim, or proceeding by any third party against them or any of them, or in which Bennett or its directors, officers, employees, agents, or affiliates are made witnesses, for or by reason of either a breach of this Agreement or negligence or other misconduct by TWG, its directors, officers, employees, agents, and affiliates. The preceding shall not apply to the extent Bennett is adjudged to have acted with respect to the same matter in breach of this Agreement or with negligence or other misconduct.

(b) Bennett shall indemnify and hold harmless TWG, its directors, officers, employees, agents, and affiliates from and against any and all rights, claims, demands, causes of action, losses, liabilities, obligations, damages, and expenses (including attorneys' fees and expenses), which they may incur or be obligated to pay in any action, claim, or proceeding by

any third party against them or any of them, or in which TWG or its directors, officers, employees, agents, or affiliates are made witnesses, for or by reason of either a breach of this Agreement or negligence or other misconduct by Bennett, its directors, officers, employees, agents, and affiliates. The preceding shall not apply to the extent TWG is adjudged to have acted with respect to the same matter in breach of this Agreement or with negligence or other misconduct.

10. ASSISTANCE WITH GOVERNMENT INQUIRY. TWG shall provide, in a timely manner, all documents and services, including personal services, reasonably necessary to assist Bennett in connection with any audit, inquiry or investigation of Bennett by any government agency or authority in connection with any matter relating to compliance with federal or state laws relating to the Services.

11. ASSIGNMENT. The rights and obligations of TWG under this Agreement may not be sold, transferred, assigned, or pledged by TWG.

12. GOVERNING LAW. This Agreement shall be governed by the laws of the District of Columbia without regard to its conflict of laws rules. The Parties shall use their best efforts to conform this Agreement to any intervening changes of law.

13. RESOLUTION OF DISPUTES. In the event a dispute arises concerning the meaning of a term or condition of this Agreement or concerning either Party's performance of its obligations under this Agreement, the Parties shall use their best efforts to resolve the dispute amicably, including by meeting or teleconferencing at the earliest possible time. If such efforts fail to resolve the dispute, the Parties shall arbitrate the dispute by utilizing the services, rules, and procedures of the American Arbitration Association (AAA) governing commercial disputes. In any such proceeding each Party shall bear its own costs and shall divide equally the costs of AAA and the arbitrator for their services. The arbitrator shall have authority only to interpret and apply this Agreement and shall not have authority to vary its terms and conditions. The arbitrator's award shall be final and binding on the Parties, except that either Party may seek judicial relief for any alleged failure by the arbitrator to adhere to the preceding sentence, and either Party may also seek judicial relief to enforce an award if necessary.

14. SEVERABILITY. The invalidation of any portion of this Agreement shall not affect the validity of any other portion. In the event that any portion of this Agreement is held to be invalid, the remaining parts shall be in full force and effect as if they had been executed by both Parties subsequent to the invalidation of that portion.

15. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the Parties and supersedes and terminates all prior agreements between the Parties relating to its subject matter. It may be changed only by mutual agreement in writing.

16. NOTICES. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed effective when delivered in person or sent

by email, in the case of Bennett, to Tim Stewart, tim.stewart@bennett-dc.com; and, in the case of TWG, to Rosa M. Whitaker, rosa@thewhitakergroup.com; or to such other person or email address specified in writing by either Party to the other. Notice shall be effective with respect to email when it enters the information processing system designated for receipt of electronic communications.

17. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts will together constitute one and the same instrument. Signatures delivered by PDF will be effective for all purposes.

IN WITNESS WHEREOF, Bennett and TWG each has caused this Agreement to be signed by its duly authorized representative and effective as of the date listed in Section 2.



Rosa M. Whitaker, President & CEO
THE WHITAKER GROUP, INC.

October 21, 2024

Date



Tim Stewart, Partner
THE BENNETT GROUP DC

10/21/2024

Date

EXHIBIT A



Professional Services Agreement

Between

African Export – Import Bank (AFREXIMBANK)

and

The Bennett Group DC

for

The provision of consulting, technical expertise and training, government relations, and communications services to the **African Export-Import Bank** towards the renewal of the Africa Growth and Opportunity Act (AGOA).

Duration: 15 October 2024 – 14 April 2025

This item is classified as Confidential

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is entered into this 15th day of October 2024

Between

African Export-Import Bank, a multilateral financial institution created pursuant to the Agreement for the Establishment of the African Export-Import Bank, whose headquarters are at 72 (B) El Maahad El Eshteraky Street, Heliopolis, Cairo 11341, Egypt (hereinafter the "Client" or "Afreximbank")

And

The Bennett Group DC
122 C Street NW
Washington DC 20001
United States

Tel: +1202-684-7117 (hereinafter the "Consultant")

Individually referred to as the "Party" and jointly as the "Parties"

WHEREAS the Client wishes to engage the Consultant to provide consulting, technical expertise and training, government relations, and communications services towards the renewal of the Africa Growth and Opportunity Act (AGOA).

THE PARTIES HEREBY AGREE AS FOLLOWS:

DEFINITIONS

Unless the context indicates otherwise, the following terms shall have the following meanings-

- "The Service": Consulting, Technical Expertise and Training, Government Relations, and Communications Services to the Client towards the renewal of the Africa Growth and Opportunity Act (AGOA).
- "The Client: African Export-Import Bank (Afreximbank).
- "The Consultant: The Bennett Group DC (BG)
- "The Agreement": this contract between Client and the Contractor regarding the provision of the Service by the Consultant.
- "Services" to be executed: Services as defined in Section 1.2 (Duties and Responsibilities).
- "AGOA": The Africa Growth and Opportunity Act (AGOA)

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PART 1. SPECIFIC CONDITIONS

1. OBJECTIVE OF THE CONTRACT

The Consultant has been commissioned by Afreximbank to provide consulting, technical expertise and training, government relations, and communications services towards the renewal of the Africa Growth and Opportunity Act (AGOA).

2. DUTIES AND RESPONSIBILITIES; SERVICES

The Consultant (on its own and via Client-pre-approved Subcontractors) will provide the following advisory, consulting, and advocacy services to the Client:

U.S. Advocacy, Technical Assistance, Strategic Communications and Lobbying Services to Advance AGOA's Renewal and Expansion

The Consultant, under the direction of the Client, will engage with U.S. Congressional members, Congressional Committees, industry groups and other relevant stakeholders and the Executive Branch to:

- Advocate on behalf of the Client's interest in expanding Africa's trade with the U.S. notably through a timely renewal and expansion of the African Growth and Opportunity Act (AGOA), representing the value of AGOA to the U.S. domestic industry partners, U.S. economic security, and global trade and security.
- Assist in executing a strategic framework to advance the AGOA and the trade policy framework as endorsed by the African Union.
- Explore and execute, if feasible, the establishment of a renewed 'AGOA Forward Alliance' convening and coordinating collaborative platforms and initiatives among existing Coalitions and interest groups supporting AGOA, including (as appropriate, retired members of Congress, representatives of the African Union, representatives of the African Diaspora Community in the U.S., and a member of the Consultant team.
- Provide technical assistance to the Client in navigating the U.S. political landscape and the U.S. Congress while providing technical expertise in AGOA advocacy before the legislative and executive branches of the U.S. government.
- Protect and advance the Client's interests in areas of legislative and regulatory impact related to AGOA.
- Secure expanded support for on-going AGOA legislative efforts, building in Client's interests in a mutually beneficial and effective U.S. trade policy towards Africa.
- Engage with stakeholders (including the government, private sector, and civil society) to build a coalition-based approach to support for AGOA.
- Run a concurrent media and communications outreach effort to promote these goals.
- Amplify the policy goals and AGOA-related priorities and positions of African business leaders, workers, civil society professionals, local constituencies, and members of the diaspora.
- Make key introductions and support the Client in engaging key U.S. industry groups to explore trade and investment opportunities with Africa.

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- Provide customized media training in AGOA advocacy.
- Advance the inclusion of AGOA provisions to support Client's aspirations for the African Continental Free Trade Agreement (AfCFTA).

Communication

Consultant will maintain regular and ongoing communications with the Client to continuously evaluate performance, set specific goals, and establish meeting timelines at mutually agreed intervals. Consultant will strive to be accessible throughout the representational period. Consultant will rely on the Client to provide background or technical information as needed to support ongoing efforts.

3. DURATION

The Agreement shall commence on 15 October 2024 (the "Effective Date") and continue in effect through 14 April 2025 (hereinafter the "Term").

This Agreement will automatically terminate at the end of the Term, unless extended or renewed by the written agreement of the Parties. A Party may terminate this Agreement at any time by giving the other Party at least thirty (30) calendar days written notice without assigning any reason or incurring any liability whatsoever. *In the event of any termination, the Consultant will be entitled to the pro rata portion of the fee described in Section 4, prorated for the actual number of days during which the Agreement was in effect, as well as any expenses incurred in accordance with Section 4 prior to the effective date of the termination.*

The performance, tasks, and obligations of the Consultants will be completed in accordance with the time schedule, unless otherwise agreed by the Client and the Consultant during the assignment.

4. FINANCIAL TERMS

The contract price for this assignment shall be USD **300 000.00** (United States Dollars Three Hundred Thousand Only) or USD **50 000.00** per month for the period of six (6) months.

The contract price will cover professional fees and other expenses, unless otherwise agreed to by the Client and is exclusive of VAT.

The currency of payment shall be the U.S Dollar (USD).

- Payment of 66.67% of the contract value amounting to USD 200,010.00 (United States Dollars Two Hundred Thousand and Ten Only) due immediately upon execution of the Agreement. Should the initial payment not be received; this Agreement is of no force or effect.
- Payment of 33.33% of the contract value amounting to USD 99,990.00 (United States Dollars Ninety-Nine Thousand Nine Hundred and Ninety Only) upon conclusion of the six-month term.

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Expenses:

The contract price will cover professional fees and other expenses, unless otherwise agreed with the Client and is exclusive of VAT.

The assignment shall commence upon signature of this Agreement.

The Consultant shall be liable for local taxes as applicable by law of their legal domicile.

5. ACTIVITIES AND DELIVERABLES

The key deliverables envisioned for this assignment as well as the service schedule are defined as per the table below (hereinafter "the Services").

Deliverable	Due date
An Inception report on ongoing and planned activities towards the successful renewal of AGOA	October 15 th 2024
Monthly progress reports	Before the end of each month
A final report at the end of the contract term	Latest by the end of April 2025

PART 2. GENERAL CONDITIONS

- a) The Consultant shall complete the Services pursuant to this contract with due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices.
- b) The Consultant must respect the impartiality and independence of the Client in connection with this Agreement and must neither seek nor accept instructions from anyone other than the Client.
- c) During the term of this Agreement the Consultant must refrain from any conduct that would adversely reflect on the Client and shall engage in activities which are in accordance with applicable law.
- d) The Consultant must exercise the utmost discretion in all matters relating to this Agreement. In particular, but without limiting the foregoing, the Consultant (a) will conduct activities in a manner consistent with the Standards of Conduct in the International Civil Service; and (b) will comply with the administrative instructions and policies and procedures of AFREXIMBANK relating to fraud and corruption; information disclosure, use of electronic communication assets; harassment, sexual harassment), and abuse of authority. The Client will provide copies of those materials to the Consultant and will provide a briefing to the Consultant to give guidance and instruction regarding the Administrative policies and procedures.
- e) Unless otherwise authorized by the Client or as otherwise included in any Services hereunder, the Consultant must not communicate at any time to the media or to any institution, person, government or other entity external to the Client any information that has not been made public and which has become known to the Consultant by reason of association with AFREXIMBANK, except as authorized by Client.

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- f) The Consultant may not use Confidential Information without the written authorization of AFREXIMBANK and shall under no circumstances use such information for his or her private advantage or that of others.
- g) The Consultant will be responsible for taking out any appropriate insurance coverage during the Term.
- h) The Consultant shall notify the Client as soon as it becomes aware of any event, issue or circumstances which may adversely affect the performance of the Consultant's Services.
- i) The Consultant shall supply the Client with whatever information relating to the execution of the Agreement that they may reasonably request.
- j) The Client shall supply the Consultant with full support in the execution of its tasks, as well as whatever information relating to the execution of the Agreement that it may reasonably request.
- k) Parties shall be notified immediately if performance of their obligations is prevented by a Force Majeure event and neither Party will be considered in breach of this Agreement in such a context. Parties should recommend options to overcome the effects of such event.
- l) Should the Agreement be terminated, for whatever reason, both Parties shall take immediate steps to bring their co-operation to an end in a prompt and orderly manner. No payment shall be due except for fees pro-rated for services actually rendered up to the date of cancellation.
- m) No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).
- n) Except as otherwise set forth in this Agreement, neither Party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without consent of both Parties.
- o) Both Parties consent to The Whitaker Group and The Cormac Group as subcontractors working with the Consultant to support the Duties, Responsibilities and Services noted in Part 1.2.
- p) This Agreement shall be governed by the laws of the District of Columbia.
- q) Each Party irrevocably agrees that all disputes arising out of or in connection with the present Agreement, including any question regarding its existence, validity or termination, shall be finally settled by arbitration in accordance with the rules of commercial arbitration of the International Chamber of Commerce (the "Rules"), at present in force by three arbitrators, one to be appointed by each Party and the two so appointed shall appoint the third arbitrator. A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect. The seat or legal place of arbitration shall be London, England, and shall be conducted in the English language. The arbitral award shall be final and binding on both Parties.
- r) No one other than a Party to this Agreement shall have any right to enforce any of its terms.
- s) If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- t) Each Party represents and warrants that (i) it has legal personality and capacity to enter into this Agreement; and (ii) its obligations under this Agreement constitute valid, binding and enforceable obligations.
- u) Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant under this Agreement shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software and use them for non-commercial purposes except otherwise with the written permission of the Client. The Client

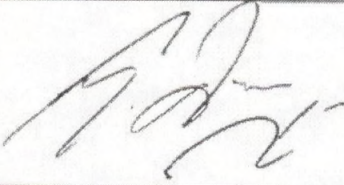
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shall have all intellectual property rights arising from the reports, studies or other material, graphic and software.

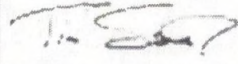
- v) This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- w) This Agreement constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Signed by both Parties

For African Export-Import Bank

Signature	
Name	Yusuf Daya
Title	Director AU/AfCFTA Relations
Date	15 October, 2024

For The Bennett Group DC

Signature	
Name	Tim Stewart
Title	Partner
Date	September 26, 2024

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