

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 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 Asterix LLC	2. Registration Number 7564
--------------------------------------	--------------------------------

3. Primary Address of Registrant  
 3416 Rittenhouse St NW, Washington, DC 20015

4. Name of Foreign Principal Ministry of Communication and Medias of the Democratic Republic of Congo (DRC) through Ballard Partners, Inc	5. Address of Foreign Principal Tombelay 83 Aveneu Kinshasa, Democratic Republic of Congo CONGO, DEMOCRATIC REPUBLIC OF THE
--	--

6. Country/Region Represented  
 CONGO, DEMOCRATIC REPUBLIC OF THE

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

8. If the foreign principal is a foreign government, state:
- a) Branch or agency represented by the registrant  
 Ministry of Communications and Medias of the Democratic Republic of Congo
  - b) Name and title of official(s) with whom registrant engages  
 Patrick Muyaya, Minister of Communications and Medias

<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(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.

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"/> |

---

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

---

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
04/02/2025	Aaron Sampson	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Aaron sampson
_____	_____	<input data-bbox="886 489 954 527" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 611" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 695" type="text" 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

04/02/2025

Aaron Sampson



A handwritten signature in blue ink, appearing to read 'AS', written over a horizontal line.

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 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 Asterix LLC	2. Registration Number 7564
--------------------------------------	--------------------------------

3. Name of Foreign Principal  
 Ministry of Communication and Medias of the Democratic Republic of Congo (DRC) through Ballard Partners, Inc

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, and the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 04/01/2025

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide consulting services and advice regarding the Democratic Republic of Congo (DRC) to Ballard Inc and DRC officials through Ballard.

---

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

Through Ballard Inc, registrant will work to enhance U.S.-Democratic of Republic of Congo bilateral relations, strengthen rule of law, support peace and security, and advance economic growth in the Democratic Republic of Congo

---

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 and dissemination of informational materials.

Activities will include advising, lobbying, and assisting the foreign principal in communication with U.S. government officials, U.S. business entities, and non-governmental audiences.

---

11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, including 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
------	---------	--------	---------

---

12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> to the date of registration 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
---------------	-----------	---------	-----------------------

---

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> to the date of registration 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
------	-----------	---------	-----------------------

---

<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 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
04/02/2025	Aaron Sampson	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Aaron Sampson
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 665" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 709 959 749" type="text" 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

04/02/2025

Aaron Sampson



A handwritten signature in blue ink, appearing to read 'AS', written over a horizontal line.

## CONSULTANT AGREEMENT

This Consultant Agreement (“Agreement”) is made and entered into on this 1st day of April 2025, by and between Asterix, LLC ("Consultant") and Ballard Partners, Inc. ("Ballard") (collectively, “Parties”).

### WITNESSETH:

**WHEREAS**, Ballard desires to retain Consultant as an independent contractor to perform consulting services for Ballard for the time period specified herein;

**WHEREAS**, Consultant is willing to perform such services, on terms set forth more fully below.

**NOW THEREFORE**, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. **Term:** This Agreement will commence on April 1, 2025 (the “Effective Date”) and will remain in force on a monthly basis unless terminated per Section 5 of this agreement.

2. **Services:** During the Agreement Term, Consultant agrees to perform consulting services for Ballard and any other services as requested by Ballard. Consultant agrees to devote their best effort to complete the services agreed upon in this paragraph. The services to be performed by the Consultant shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of their profession. Ballard agrees to comply with all reasonable requests of Consultant and provide access to all documents reasonably necessary to the performance of Consultant's services under this Agreement.

Consultant enters into this Agreement, and will remain throughout the Agreement Term, as an independent contractor. Consultant will determine the method, details and means of performing the above-described services. Consultant agrees that they are not, and will not become, an employee, officer or director of Ballard while this Agreement is in effect.

Consultant may represent, perform services for and contract with as many additional entities, persons or companies as Consultant, in their sole discretion, sees fit; provided, however, that such other services must not interfere with Consultant's ability to comply with this Agreement.

Consultant agrees that they are not entitled to the rights or benefits afforded to Ballard’s employees, including workers' compensation insurance, medical insurance, health insurance, retirement, sick leave or any other employment benefit. Consultant is responsible for providing, at their own expense, other insurance, workers' compensation insurance, training and any required permits and licenses for their employees and subcontractors, if any.

3. **Compensation:** In consideration for the services to be performed by Consultant, Ballard agrees to pay Consultant the sum of \$60,000 for the period April 1 – June 30, 2025. Payment shall be made in one-time lump sum to Consultant. Starting July 1, 2025, Consultant will also receive 20% of any fee collected by Ballard Partners under its contract with the Democratic Republic of Congo, and payable to Consultant upon collection. Additionally, the Consultant shall receive additional fees from clients generated or serviced by the consultant. The amount of those fees shall be determined on a case-by-case basis, the parties will agree to a specified percentage for those services prior to services being performed.

Ballard will issue an IRS 1099 form to Consultant and file same with the tax authorities in accordance with applicable law for any sums paid for services under this Agreement. Consultant is responsible for paying when due all income and payroll taxes, including estimated taxes, incurred as a result of the compensation paid by Ballard to Consultant for services under this Agreement. On request, Consultant will provide Ballard with proof of timely payment. Consultant agrees to indemnify Ballard for any claims, costs, losses, fees, (including attorney's fees) penalties, interest or damages suffered by Ballard resulting from Consultant's failure to comply with their obligations under this paragraph.

4. **Expenses:** Consultant agrees to pay for all office supplies, materials, lodging, meals, air and ground transportation, cell phones, and other out-of-pocket expenses required to perform services under this Agreement and acknowledges that Ballard shall have no responsibility to reimburse consultant for those costs.

5. **Termination:** The Agreement may be terminated as follows:

a. **Automatic Termination Due to Death or Disability:** If Consultant dies or suffers any disability (as such term is hereinafter defined) this Agreement shall automatically terminate on the date of Consultant's death or disability. For purposes of this Agreement, the term "Disability" shall mean the inability of Consultant to perform services, under this Agreement because of physical or mental illness or incapacity for a period of thirty (30) days in the Agreement Term. For purposes of this Agreement, the term "Date of Disability" shall be the 30th day of such Disability. In the event of termination of this Agreement due to death or disability, Ballard shall have no further obligation to Consultant under this Agreement, except for accrued and unpaid compensation pursuant to Paragraph three (3).

b. **Termination by Either Party:** Either Party, Ballard or Consultant, may terminate this Agreement at any time during the Agreement Term, without cause, by giving the other Party thirty (30) days written notice of their intent to terminate the Agreement. If Consultant gives Ballard written notice of their intent to terminate the Agreement, Consultant must perform services in accordance with the terms of this Agreement during the thirty (30) day period. In the event either Party provides their thirty (30) day notice of intent to terminate the Agreement, after the expiration of the thirty (30) days, Ballard shall have no further obligation to Consultant under this Agreement, except for accrued and unpaid compensation pursuant to Paragraph three (3).

6. **Confidentiality:** Consultant acknowledges, it will be necessary for Ballard to disclose certain confidential and proprietary information to Consultant in order for Consultant to perform duties under this Agreement. Consultant acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Ballard. Accordingly, Consultant will not disclose or use, either during or after the Agreement Term, any proprietary or confidential information of Ballard without Ballard's prior written permission except to the extent necessary to perform services on Ballard's behalf. Proprietary or confidential information includes, but is not limited to the following:

- the written, printed, graphic, or electronically recorded materials furnished by Ballard for Consultant to use;
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Ballard makes reasonable efforts to maintain the secrecy of;

- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and
- information belonging to customers and suppliers of Ballard about whom Consultant gained knowledge as a result of Contractor's services to Ballard.

Upon termination of Contractor's services to Ballard, or at Ballard's request, Consultant shall deliver to Ballard all materials in Contractor's possession relating to Ballard's business.

Consultant acknowledges that any breach or threatened breach of Paragraph six (6) of this Agreement will result in irreparable harm to Ballard for which damages would be an inadequate remedy. Therefore, Ballard shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Paragraph six (6) of this Agreement. Such equitable relief shall be in addition to Ballard's rights and remedies otherwise available at law.

7. **Proprietary Information:** The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of Ballard, and Consultant hereby assigns to Ballard all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Consultant retains no right to use the Work Product and agrees not to challenge the validity of Ballard's ownership in the Work Product.

Consultant hereby assigns to Ballard all right, title, and interest in any and all photographic images and videos or audio recordings made by Ballard during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

8. **Enforcement:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any breach of any term, provision, or obligation of this Agreement by any party, shall entitle the other to seek enforcement of such term, provision or obligation in a court of competent jurisdiction in and for Leon County, Florida and shall entitle the prevailing party to an award of reasonable attorney's fees and costs incurred in such proceeding.

9. **Representations:**

a. The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily entering into this Agreement.

b. The Parties hereto represent and acknowledge that in executing this Agreement, they do not rely and have not relied on any representation or statement made by any of the Parties or by any of the Parties' agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise other than those specifically stated in this written Agreement.

d. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, unethical or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, invalid, unethical or unenforceable term, or provision shall be deemed not to be part of this Agreement.

e. The Parties to this Agreement may execute their signatures in counterpart, each document of which may be considered as an original when executed. A facsimile signature shall be deemed to be an original.

f. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Consultant without the prior written consent of Ballard.

g. Consultant agrees to obtain and maintain, at Consultant's expense, all business licenses, permits and certifications required for the rendition of services under this Agreement, if any.

h. Consultant is responsible for providing, at Consultant's expense, automobile liability insurance, commercial general liability, professional liability, workers compensation and any other type of insurance necessary, if any, during the rendition of services under this Agreement.

**10. Notices:** All notices, requests, instructions, demands, consents, authorizations or other communications hereunder between the Parties will be in writing and will be deemed to have been duly delivered and received if: (1) delivered in person with return receipt requested or by courier (e.g., include but are not limited to FedEx, DHL, UPS, etc.); (2) delivered by facsimile or e-mail with acknowledgement returned promptly thereafter by facsimile or e-mail; and (3) if mailed by U.S. mail – then by certified, return receipt requested to the addresses, provided below:

Ballard:  
201 East Park Avenue, 5<sup>th</sup> Floor  
Tallahassee, FL 32301

Consultant:  
3416 Rittenhouse St NW  
Washington, DC 20015

In witness whereof the Parties hereto have caused this Agreement to be executed and to be effective as of the Effective Date, above written.

2025-04-01

Date

*Aaron Sampson*

Asterix, LLC  
Aaron Sampson

Printed Name  
CEO

Title

2025-04-01

Date

*Brian Ballard*

Ballard Partners, Inc.  
Brian D. Ballard, President



## **Ballard Partners Anti-Bribery and Anti-Corruption Policy**

**I. Purpose.** Ballard Partners is committed to conducting business ethically and in compliance with all applicable laws in any country where Ballard Partners operates, including specific anti-corruption laws.

The purpose of this Anti-Bribery and Anti-Corruption Policy is to set forth the requirements that support the Ballard Partners compliance with applicable laws relating to bribery and corruption, including but not limited to the Foreign Corrupt Practices Act (U.S.) and the Bribery Act (UK). Ballard Partners and contractors are required to know and understand local Anti-Bribery and Anti-Corruption laws that apply to them and ensure that they comply with those laws.

Anti-Corruption Laws make it illegal for Ballard Partners or anyone acting on behalf of Ballard Partners to bribe any person or entity or to accept a bribe from any person or entity. Ballard Partners has zero tolerance for any bribery or corruption and has implemented training and internal controls to proactively manage corruption risks. Ballard Partners is also required to keep accurate and complete books and records and to maintain proper internal accounting controls.

This Policy extends to all of Ballard Partners' domestic and international operations.

Specifically:

- Employees, contractors, and affiliates must not provide or offer to provide a payment or other incentive to anyone in exchange for gaining any sort of improper benefit. A payment or other incentive can be anything of value, not just cash, but also business gifts, services, job offers, loans, travel expenses and entertainment. A business gift is anything of value given or received from clients and others Ballard Partners does business with as the result of a business relationship, for which the recipient does not pay fair market value (referred to as "business gifts").
- Employees, contractors, and affiliates must not offer anything of value in an attempt to improperly influence any person, regardless of whether they are in the private or public sector or are a government official. In addition, employees, contractors, and affiliates must not accept anything of value in order to provide an improper benefit. Solicitation, the act of a person asking, ordering or enticing someone else to commit bribery or other crime is also prohibited.

- Facilitation payments are strictly prohibited. Facilitation payments, also known as “expediting payments” or “grease” payments, are small, *unofficial* payments made to secure or expedite the performance of a routine or necessary action to which the payer of the facilitation payment has a legal or other entitlement. In other words, it is an illegal payment to a government official to get them to do something they should have done anyway more quickly.
- There is limited exception where a government agency publicly posts price lists for expediting services, such as issuing a license, or permit that are available to the general public. Payments such as these are permitted. For example, the U.S. government has a fee schedule for standard passport processing and an increased cost for expedited processing. This increased payment is permissible because it is published, available to anyone, and is not based on the discretion of any one government employee.
- These rules apply to actions by third parties on Ballard Partners’ behalf to the same extent that the rules apply to actions of employees, contractors, and affiliates.

All financial records must accurately reflect the substance of all transactions by or on behalf of Ballard Partners, regardless of the size of the transaction.

## **II. Responsibilities of All Ballard Partners Employees and Contractors**

An ethical culture is important to Ballard Partners and is an integral part of our core values. Every employee and contractor must read, understand, and comply with this Anti-Bribery and Anti-Corruption Policy and the Anti-Corruption Standards. Annual certifications of compliance with this Policy is required, as will annual participation in Ballard Partners Anti-Corruption training sessions. Employees and contractors who learn of a violation or suspected violation of Anti-Corruption Laws are required to take immediate action. If an employee or contractor suspects a violation of the law or Ballard Partners policy, it is their duty to report this wrongdoing by contacting Brian Ballard without delay. Ballard Partners does not tolerate any retaliation against anyone who, in good faith, reports a violation of Ballard Partners policy or law or cooperates with an investigation.

## **III. Standard for Compliance with Anti-Corruption Laws**

The purpose of this Standard for Compliance with Anti-Corruption Laws is to establish standards for behavior to reduce the risk of Ballard Partners violating applicable laws relating to bribery and corruption.

**A. Summary of Anti-Bribery and Corruption Laws.** Anti-Bribery and Corruption laws generally make it illegal to bribe any person, including but not limited to business people and government officials, in order to obtain or retain business or to secure any improper advantage.

For purposes of this Policy, a “government official” includes:

- any officer or employee of a state, local or federal government
- or any department, agency or instrumentality thereof (which includes a government-owned or government-controlled state enterprise)
- or of a “public international organization
- any person acting in an official capacity for or on behalf of a government or government-owned entity or public international organization,
- any political party or party official, or any candidate for political office - thus, government officials include not only elected officials, but also consultants who hold government positions
- employees of companies owned or controlled by governments, political party officials and others.

**B. Forms of Bribery or Corruption.** Anti-Bribery and Corruption laws prohibit both direct and indirect bribes.

A bribe is anything of value given to an individual or their family member in an attempt to affect a person’s actions or decisions in order to gain or retain a business advantage. Bribery and corruption can take many forms, including but not limited to cash or Business Gifts, inflated commissions, securing a job opportunity or school admission, fake consultancy agreements, unauthorized rebates, or political or charitable donations.

Also, common business practices, if abused, can be construed as bribes. Offering of inducements is unlawful, even if the inducement is not accepted. Giving, offering, requesting and receiving a bribe are all forms of corruption.

Potential indicators “Red Flags” of corruption:

- Abnormal payments
  - Excessive or inappropriate entertainment
  - Paying for the travel of spouses or family members
  - Inappropriate non-business-related travel
- Pressure exerted by a third party for payments to be made urgently or ahead of schedule
- Unusual routing of payments: (e.g. goods or services supplied to country “A” but payment is being made, usually to a company in country “B”)
- Abnormally high commission percentage being paid to a particular third party
- Making unexpected or illogical decisions accepting projects or contracts. For example, awarding a contract to a business whose scope is misaligned with the contract requirements, or entering a contract unfavorable to the organization

- Unexplained preference for certain contractors during tendering period, who have previously not delivered on projects, or who are significantly more expensive than other contractors
- Vague invoices or invoices being agreed in excess of contract without reasonable cause
- Missing documents or records regarding meetings or decisions
- Purposeful noncompliance with company processes, procedures and guidelines

**C. Record-keeping, Accounting, and Payment Practices.** The record-keeping provisions of Anti-Bribery and Corruption laws require Ballard Partners to keep its books, records and accounts in reasonable detail, accurately, and such that they fairly reflect all transactions and dispositions of assets.

Thus, Anti-Bribery and Corruption laws prohibit the mischaracterization or omission of any transaction on a company's books or any failure to maintain proper accounting controls that result in such a mischaracterization or omission. Keeping detailed, accurate descriptions of all payments and expenses is crucial for compliance purposes.

**D. Penalties.** Anti-Bribery and Corruption laws are criminal statutes and may impose severe criminal sanctions and liability on individuals and corporations that fail to prevent bribery comply with their provisions.

Ballard Partners is prohibited by the Anti-Bribery and Corruption laws from indemnifying employees, contractors, or other individuals acting on Ballard Partners' behalf from any personally imposed fines.

In addition to civil and criminal penalties, a person or company that violates the Anti-Bribery and Corruption laws may be precluded from doing business with the governments or governmental agencies. Other penalties include debarment from governmental programs.

EMPLOYEE/CONTRACTOR  
ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge that I have received, read, and understand the Ballard Partners, Inc., Anti-Bribery and Anti-Corruption Policy. I agree to abide by the policy guidelines. I understand that if I have questions, at any time, I will contact the President, Brian Ballard or Human Resources.

*Aaron Sampson*

\_\_\_\_\_  
Employee/Consultant Signature

Aaron Sampson

\_\_\_\_\_  
Print Name

2025-04-01

\_\_\_\_\_  
Date