

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 Nestpoint Associates LLC	2. Registration Number 7679
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3. Primary Address of Registrant
 8117 Preston Road, Suite 300, Dallas, TX 75225

4. Name of Foreign Principal The Republic of Burundi through SAMA Consultancy SPRL	5. Address of Foreign Principal Commune Ntahangwa, Zone Gihosha Bujumbura BURUNDI
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6. Country/Region Represented
 BURUNDI

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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
 Permanent Mission of the Republic of Burundi in Addis Ababa

b) Name and title of official(s) with whom registrant engages
 Willy Nyamitwe, Ambassador, through SAMA Consultancy SPRL

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.

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
12/18/2025	Andrew Herzfeld	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Andrew Herzfeld
_____	_____	<input data-bbox="886 491 954 529" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 577 954 615" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 663 954 701" 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
<u>12/17/2025</u>	<u>Andrew Herzfeld</u>	<u></u>
<u> </u>	<u> </u>	<u> </u>
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U.S. Department of Justice
Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the 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 Nestpoint Associates LLC	2. Registration Number 7679
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3. Name of Foreign Principal
The Republic of Burundi through SAMA Consultancy SPRL

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? 10/01/2025
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant is providing the foreign principal with communications, economic, and investment consulting services. For the performance of these services, SAMA Consultancy SPRL will pay the registrant a monthly fee of \$7,500, plus certain expenses.

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

The registrant is acting as a general consultant and advisor and, where appropriate, will lobby agencies and elected officials for the foreign principal. This includes providing continuous strategic guidance on U.S. policy developments, geopolitical considerations, and economic opportunities, as well as preparing materials, such as briefings and position papers, to support the foreign principal's interactions with relevant parties, ensuring alignment with its priorities. The registrant will also assist the foreign principal in procuring the necessary U.S. visas for its authorized representatives.

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

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.

In the course of providing the services described above, the registrant will engage in communications with U.S. government officials and other relevant stakeholders.

11. Prior to the date of registration² 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.

The registrant has communicated with congressional staff members and an executive branch official on behalf of the foreign principal as described in the log below.

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

Date	Contact	Method	Purpose
See Appendix for Response			

12. During the period beginning 60 days prior to the obligation to register³ 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
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13. During the period beginning 60 days prior to the obligation to register⁴ 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
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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
12/18/2025	Andrew Herzfeld	Sign /s/Andrew Herzfeld
_____	_____	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
<u>12/17/2025</u>	<u>Andrew Herzfeld</u>	<u></u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Appendix Response to Item 11-List

Item 11-List: Prior to the date of registration for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal? 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 in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
10/14/2025	Joe Foltz, Staff Director, House Foreign Affairs Committee	Telephone call	Introduction of foreign principal
10/24/2025	Chase Babair, Legislative Director, Rep. Vern Buchanan (R-FL)	Telephone call	Discussion regarding AGOA status
10/28/2025	Joe Foltz, Staff Director, House Foreign Affairs Committee	Meeting	Introductory meeting with the Ambassador of the Republic of Burundi
11/21/2025	Dan Dunham, Africa Director, National Security Council	Email	Meeting request



8117 Preston Road, Suite 300
Dallas, Texas 75225

Government Affairs Consulting Agreement

This Government Affairs Consulting Agreement (the “Agreement”) is hereby entered into on October 1, 2025 (the “Effective Date”) by and between **SAMA CONSULTANCY SPRL** (Registration du Commerce No 0044522/23) with registered address at Commune Ntahangwa, Zone Gihosha Bujumbura – Burundi (hereinafter referred to as the **Client**), and **NESTPOINT ASSOCIATES LLC**, a Wyoming Limited Liability Company, with offices located at 8117 Preston Road, Suite 300, Dallas, Texas 75225 (hereinafter referred to as “Consultant”). Consultant has been retained to perform certain tasks in the performance of the Scope of Work as described below for Client in connection with communications and economic and investment consulting (the “Project”). For purposes of this Agreement, Client and Consultant shall collectively be referred to as the “Parties” and individually as “Party.”

1. Scope of Work. Consultant, as an independent contractor, shall act as a general consultant and advisor, and where appropriate, lobby agencies and elected officials for Client, including, but not limited to, by engaging in the tasks and performing the services as set forth on Schedule 1 hereto (the “Services”). The Parties hereby acknowledge and agree that all agreements or contracts shall be approved and executed by Client, unless contained in Consultant’s Scope of Work. Consultant may, however, utilize the services of third-party vendors and consultants to perform certain tasks under this Agreement.

2. Independent Contractor Status. The Parties hereby expressly acknowledge and agree that Consultant’s relationship with Client is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employee relationship. Further, Client shall not control the manner or means by which Consultant performs the Services, including, but not limited to, the time and place that Consultant performs the Services. The Parties further agree that Consultant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of the Services and receipt of compensation under this Agreement. Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing the Services under this Agreement. No part of Consultant’s compensation, if any, will be subject to withholding by Client for the payment of any Social Security, federal, state or any other employee payroll taxes. Without limiting the foregoing, Consultant shall not be eligible to participate in any paid time off, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by Client to its employees, and Client will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker’s compensation insurance on Consultant’s behalf. Any persons employed by Consultant in connection with the performance of the Services shall be Consultant’s employees, and Consultant shall be fully responsible for them.

3. Obligations of Client. In addition to the terms and conditions contained in this Agreement, Client acknowledges that it has been advised to seek the assistance of an attorney or other qualified professionals to ensure compliance with the requirements of the federal procurement agencies practices and law related thereto, including, but not limited to, all laws, statutes, regulations, ordinances, or other action by any federal, state or local government body. In addition, Client acknowledges and agrees that it will provide Consultant with accurate information that is necessary to best advance Client’s objectives. Further, Client is responsible for timely payment of the Compensation and other costs and expenses as outlined below in Sections 4 and 5. It is understood that Consultant may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act of 1938 (“FARA”), on behalf of Client and thereafter will be required to file reports required by FARA, detailing its lobbying activities on Client’s behalf. In addition, it is understood that Consultant will comply with all applicable registration, reporting, and disclosure requirements, including any necessary registrations under FARA, if applicable, to ensure legal compliance during the engagement and Client hereby agrees to provide Consultant with all necessary information and documentation to facilitate such compliance in a timely manner. To the extent that Consultant is required to register and comply with FARA, Client shall bear all costs associated with FARA registration and compliance, including filing fees, as part of the expense reimbursement outlined in Section 5 herein.

4. Compensation. Client hereby agrees to pay Consultant the following fees for the services and work rendered pursuant to this Agreement (collectively, “Compensation”):



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Dallas, Texas 75225

- a. **Base Compensation:** A monthly fee of seven thousand and five hundred dollars (\$7,500.00). Consultant shall submit an invoice to Client prior to the first of the month for the monthly fee. Client agrees that payment of the monthly fee shall be made in full via wire transfer and is due on the first day of each month. The initial month's fee is due in full prior to Consulting commencing any work.
 - b. **Late Fee:** A one-time late fee of three percent (3%) per month shall be assessed on any fees that remain unpaid for fourteen (14) calendar days or more beyond their due date, unless the Parties have mutually agreed to a revised payment schedule in a signed written agreement.
5. **Costs and Expenses.** During this engagement, Consultant will likely incur reasonable out-of-pocket expenses and costs related to the Project (e.g., travel, meals, accommodations, lobbying registration fees, compliance costs, international wire fees, materials, etc.). Consultant shall submit expense reports to Client for review and reimbursement within thirty (30) calendar days of incurring such expenses. However, Client shall only be liable to reimburse those out-of-pocket expenses that were incurred with Client's prior written approval that exceed \$500.00 USD.
6. **No Warranty of Success.** Client expressly warrants, represents, and hereby states that Consultant has made no promise, assurance, representation, or warranty, either express or implied, to the Client regarding the quality of the Services that are to be provided by Consultant with respect to this Agreement or regarding Client's success of the Project. Client further expressly waives its right to assert any and all claims for damages against the Consultant arising directly or indirectly from any alleged breach of warranty, including all express and implied warranties, concerning or otherwise relating to the Services or the Scope of Work.
7. **Non-Exclusive Engagement of Consultant.** Client acknowledges and agrees that Consultant is actively engaged with other clients and consulting assignments while performing its duties under this Agreement. Client understands and agrees that this Agreement is a non-exclusive agreement to Client and that Consultant shall not be limited in performing services for other clients.
8. **Term.** The term of the Services to be performed under this Agreement by Consultant shall commence on the Effective Date and automatically terminate without notice twelve (12) months from the Effective Date ("Termination Date"), unless this Agreement is otherwise modified, extended, or earlier terminated in accordance with Section 9.
9. **Termination of Agreement.** It is expressly understood and agreed that either Party may unilaterally terminate this Agreement at any time and for any reason upon thirty (30) calendar days written notice delivered to the other Party as set forth under Section 10 of this Agreement ("Termination Notice"). The Parties further expressly agree that in the event the Agreement is terminated prior to the Termination Date as set forth under the terms of this Agreement, the Client shall be obligated to pay the Consultant the full balance of any Compensation that is due as of the date of the Termination Notice and any Compensation that would be due for thirty (30) days following the date of the Termination Notice, any reimbursement amounts that are submitted to Client for out-of-pocket costs and expenses incurred up to the date of the Termination Notice and for thirty (30) days thereafter, as well as any other fees or compensation that is due to Consultant as of the date of the Termination Notice and for thirty (30) days thereafter. Client expressly agrees to make any such payments and/or reimbursements no later than seven (7) calendar days after the date of the Termination Notice.
10. **Notice.** Unless otherwise expressly stated herein, all notices required under this Agreement shall be in writing and deemed to have been delivered (a) three (3) business days after the notice or communication is deposited in the mail for delivery by certified mail, return receipt requested, postage pre-paid, or (b) one (1) business day after the notice or communication is deposited in the mail for delivery by overnight service with Federal Express or UPS, postage pre-paid, as follows:



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Dallas, Texas 75225

If to Client: SAMA Consultancy
Commune Ntahangwa, Zone Gihosha
Bujumbura
Republic of Burundi
Attn: Mr. Franck Igiraneza

If for Billing: SAMA Consultancy
Commune Ntahangwa, Zone Gihosha
Bujumbura
Republic of Burundi
Attn: Mr. Franck Igiraneza

If to Consultant: Nestpoint Associates LLC
Andrew Herzfeld
8117 Preston Road, Suite 300
Dallas, TX 75225
andrew@nestpointgroup.com

11. Indemnification. It is expressly understood and agreed that Consultant shall not be liable for the payment of any costs related to the Project. Client hereby agrees to indemnify, defend, and hold harmless Consultant, its affiliates, and each of their respective employees, officers, directors, agents, representatives, successors and assigns (collectively, the "Consultant Indemnified Parties") for, from, and against any and all claims, deficiencies, damages, losses, liabilities, suits, proceedings, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including reasonable attorneys' fees, and the costs of enforcing any right to indemnification under this Agreement incurred by Consultant Indemnified Parties (collectively, the "Losses"), relating to, arising out of, or resulting from: (a) Consultant's performance of any activity authorized expressly by Client and performed strictly in accordance with the terms of this Agreement including, but not limited to, claims of any kind from consultants, contractors, vendors and suppliers, or by any person for libel, slander, defamation, invasion of privacy or any other conduct under law, including all legal and attorney's fees, court costs, and expenses and liabilities incurred in the defense of any claim or action or proceeding arising therefrom; (b) the negligence, fraud or willful misconduct of Client; (c) any failure of Client to comply with applicable laws or regulations; or (d) any breach of this Agreement, including any obligation, covenant, representation or warranty hereunder, by Client. In the event that any claim or demand is asserted against any of the Consultant Indemnified Parties, the Consultant Indemnified Parties shall promptly notify Client in writing of such claim or demand. Client shall have the right to assume the defense of such claim or demand with counsel of its choosing, subject to the approval of the Consultant Indemnified Parties, which approval shall not be unreasonably withheld. The Consultant Indemnified Parties shall cooperate fully with Client in the defense of any such claim or demand. The indemnification obligations set forth in this clause shall survive the termination or expiration of this Agreement.

12. Confidential Information. Except as set forth below, "Confidential Information" shall mean all non-public, proprietary or confidential information, including, but not limited to, any trade secrets disclosed before, on, or after the Effective Date, by either Party (a "Disclosing Party") to the other Party (a "Recipient") or its affiliates, or to any of such Recipient's or its affiliates' employees, officers, directors, partners, members, managers, shareholders, agents, independent contractors, firms, sublicensees, subcontractors, consultants, investment bankers, attorneys, accountants, or advisors, and potential financing sources (collectively, "Representatives"), whether disclosed orally or disclosed or accessed in written, electronic, or other tangible or intangible form or media, and whether or not marked, designated, or otherwise identified as "confidential," including, without limitation:

a. all information concerning the Disclosing Party's and its affiliates', and their clients', suppliers', and other third parties' past, present, and future business affairs including, without limitation, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales, and other commercial strategies;



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Dallas, Texas 75225

- b. the Disclosing Party's unpatented inventions, ideas, methods, and discoveries, trade secrets, know-how, unpublished patent applications, and other confidential intellectual property;
- c. all designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing;
- d. any third-party confidential information included with, or incorporated in, any information provided by the Disclosing Party to the Recipient or its Representatives; and
- e. all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials prepared by or for the Recipient or its Representatives that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.

Except as required by applicable federal, state, or local law or regulation, the term "Confidential Information" as used in this Agreement shall not include information that:

- a. at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than because of, directly or indirectly, any act or omission or violation of this Agreement by the Recipient or any of its Representatives;
- b. at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by a contractual obligation to the Disclosing Party;
- c. was known by or in the possession of the Recipient or its Representatives, as established by documentary evidence, before being disclosed by or on behalf of the Disclosing Party under this Agreement; or
- d. was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

13. Trade Secrets. Each Party acknowledges that Confidential Information may include trade secrets, which are defined as information, including but not limited to formulas, patterns, compilations, programs, devices, methods, techniques, or processes, that (i) derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, as consistent with the Uniform Trade Secrets Act and other applicable law (collectively, "Trade Secrets"). Each Party agrees that Trade Secrets shall remain protected under this Agreement for as long as they qualify as Trade Secrets under applicable law. The obligations to maintain confidentiality and refrain from unauthorized use or disclosure of Trade Secrets shall continue indefinitely until such information no longer qualifies as a Trade Secret. The Recipient shall employ safeguards to protect Trade Secrets that are at least as stringent as those used to protect its own most sensitive proprietary information, including but not limited to restricting access to Trade Secrets to only those employees, agents, or representatives with a need to know, ensuring such individuals are bound by written confidentiality obligations, and implementing reasonable physical, electronic, and procedural measures to prevent unauthorized access or disclosure. Each Party agrees not to misappropriate, attempt to misappropriate, or assist others in misappropriating any Trade Secrets disclosed under this Agreement. Misappropriation includes, but is not limited to, acquiring Trade Secrets by improper means, disclosing Trade Secrets without consent, or using Trade Secrets in a manner not authorized by the Disclosing Party. In the event a Recipient becomes aware of any actual or potential unauthorized disclosure or use of Trade Secrets, it shall promptly notify the Disclosing Party in writing and cooperate



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Dallas, Texas 75225

fully in any efforts to mitigate harm or prevent further disclosure, including assisting in legal actions to enforce Trade Secret protections.

14. Defend Trade Secrets Act. Pursuant to the Defend Trade Secrets Act of 2016, the Parties acknowledge that neither Party shall have criminal or civil liability under any Federal or State trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if either Party files a lawsuit for retaliation by the other Party for reporting a suspected violation of law, the reporting Party may disclose the trade secret to the reporting Party's attorney and may use the trade secret information in the court proceeding, if the reporting Party (x) files any document containing the trade secret under seal and (y) does not disclose the trade secret, except pursuant to court order.

15. Non-Disparagement Obligation. The Parties hereby agree not to make any disparaging, negative, or damaging statements, whether oral or written about the Parties or their respective officers, employees, agents, or representatives. This non-disparagement obligation includes, but is not limited to, statements made in public forums, social media, interviews, press releases, or any other medium that may harm the reputation or business interests of the Parties. If the Parties breach this non-disparagement clause, the Parties shall have the right to seek legal remedies, including injunctive relief, damages, or other appropriate relief, as well as any other remedies available under Texas law.

16. Limitation of Liability. Except with respect to the indemnification obligations under Section 11, breach of the confidentiality obligations under Section 12, or breach of the trade secret obligations under Section 13, neither Party shall be liable to the other for any consequential, indirect, punitive, special, incidental, speculative, or remote damages (including lost profits, loss of revenue, loss of goodwill, or loss of reputation) in connection with or arising out of any breach of or performance of this Agreement. In no event will either Party's liability or recovery under or with respect to the Agreement exceed the fees payable by Client under this Agreement.

17. Attorney's Fees. If either Party to this Agreement brings any action or proceeding to enforce, protect, or establish any right or remedy related to the Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and court costs from the non-prevailing Party.

18. Waiver. It is expressly understood and agreed that no failure or delay to exercise any right, remedy, power, or privilege arising from or in connection with this Agreement will operate or be construed as a waiver thereof, except as otherwise expressly stated in this Agreement.

19. Entire Agreement. It is expressly understood and agreed that this Agreement is an integrated agreement, and as such constitutes the entire Agreement pertaining to Consultant's Services and Scope of Work to be provided to Client during the term of this Agreement. Any and all prior agreements, representations, negotiations, and understandings between the Client and Consultant, oral or written, express or implied, with respect to the subject matter hereof are hereby superseded and merged herein.

20. Counterparts. This Agreement may be signed and executed in counterparts and shall become effective upon its execution by all Parties hereto, but the Effective Date shall be the date on which the final signature is affixed to any counterpart. All such counterparts or copies transmitted by personal delivery, fax, and/or email shall be given the same force and effect as the original and all of which, taken together, shall be one instrument.

21. Construction and Interpretation; Headings. This Agreement shall be construed and interpreted to have been drafted by all of the Parties, so that any rule of construction or interpretation construing or interpreting ambiguities against the drafter shall have no force or effect. Section headings are inserted in this Agreement for reference and convenience only and do not define, limit, or describe the scope or intent of this Agreement.



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22. **Modification.** This Agreement may be modified only by a written document signed by both Client and Consultant. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions hereof shall be valid unless it is written and signed by the Party against whom the waiver is to be enforced.

23. **Severability.** The Parties hereby agree that should any provision of this Agreement be held by an arbitrator or a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The Parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement, or by making such other modifications as it deems warranted to carry out the intent and agreement of the Parties as embodied herein to the maximum extent permitted by law. The Parties expressly agree that this Agreement as so modified by the arbitrator or court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

24. **Choice of Law.** This Agreement, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the conflict of laws provisions thereof, to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

25. **Dispute Resolution.** (a) Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, the Services that Consultant has agreed to provide to Client, and any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, whether sounding in contract, tort, or statute, shall be submitted to and decided by binding arbitration. The arbitration shall be administered by the American Arbitration Association's International Centre for Dispute Resolution division ("ICDR") and held in New York, New York before a single arbitrator, in accordance with the ICDR's then-existing International Dispute Resolution Procedures ("ICDR Rules"). The arbitration shall be confidential, binding, and final. The arbitrator's arbitral award determination will be final, binding, in writing, and supported by written findings of fact and conclusions of law setting forth the basis for the award. Judgment may be confirmed and entered upon the arbitrator's award by any court having jurisdiction. This Dispute Resolution provision shall not preclude the Parties from seeking provisional remedies in aid of arbitration (e.g., preliminary injunctive relief) from a court of appropriate jurisdiction. The Parties will share equally all costs and fees charged by the ICDR and the arbitrator to administer and conduct the arbitration; provided, however, that the arbitrator may award the prevailing Party its share of such costs and fees; and provided further, that if the arbitrator determines a Party to be the prevailing Party under circumstances where the prevailing Party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing Party an appropriate percentage of its share of such costs and fees. This Dispute Resolution provision shall not apply to future claims unrelated to this Agreement.

(b) **Ancillary Court Proceedings.** The Parties agree that any court proceedings related to this Agreement, including, but not limited to, actions to enforce or challenge an arbitration award or to seek interim injunctive relief to maintain the status quo pending arbitration, shall be brought exclusively in the state or federal courts located in Dallas, Texas. Each Party irrevocably submits to the jurisdiction and venue of such courts for these limited purposes and waives any objection to venue or inconvenience of the forum.

(c) **Injunctive Relief Exception.** Notwithstanding subsection (a), either Party may seek interim or permanent injunctive relief in the state or federal courts in Dallas, Texas, to prevent irreparable harm from the unauthorized use or disclosure



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of Confidential Information or Trade Secrets, without posting a bond or other security. Such court proceedings shall not waive the obligation to arbitrate the underlying dispute.

26. Waiver of Jury Trial. Each Party acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, or the transactions contemplated hereby. Each party shall only submit their own individual claims against the other and will not seek to represent the interests of any other person. The arbitrator shall have no jurisdiction or authority to compel any class or collective claim, or to consolidate different arbitration proceedings with or join any other party to an arbitration between the Parties. The arbitrator, not any court, shall have exclusive authority to resolve any dispute relating to the enforceability or formation of this Agreement and the arbitrability of any dispute between the Parties, except for any dispute relating to the enforceability or scope of the class and collective action waiver, which shall be determined by a court of competent jurisdiction.

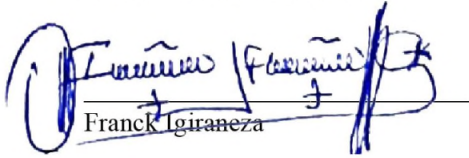
[Signature page follows]




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IN WITNESS WHEREOF, this Agreement is made effective on the day and year first written above.

SAMA CONSULTANCY


Franck Igaranza

NESTPOINT ASSOCIATES LLC

Signed by:

Andrew Herzfeld

15 - SEPTEMBER - 2025
Date

11/26/2025
Date



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SCHEDULE 1

STATEMENT OF WORK – “SOW”

This Statement of Work is subject to the terms and provisions of the Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed in the Agreement.

Scope of Services

- **Ongoing Advisory Services:** Provide continuous strategic guidance on U.S. policy developments, geopolitical considerations, and economic opportunities. Prepare materials, such as briefings and position papers, to support Client’s interactions with relevant parties, ensuring alignment with its priorities.
- **Visa(s) Support:** Assist the Client in **procuring the necessary U.S. visas** for its authorized representatives, including but not limited to:
 - (a) Providing guidance on visa categories, application requirements, and supporting documentation;
 - (b) Coordinating with relevant U.S. authorities, consular offices, and legal advisors as necessary;
 - (c) Preparing and reviewing application materials to ensure accuracy and compliance; and
 - (d) Offering logistical support, including appointment scheduling and tracking application status, until visa issuance.