

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage 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.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant The Whitaker Group INC 1133 21st Street, NW, Suite 405 Washington, DC 20036	2. Registration No. 5539
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3. Name of foreign principal Ecobank Transnational Incorporated	4. Principal address of foreign principal 2 Avenue Sylvanus Olympio, BP 3261, Lomé, Togo
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5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

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

Individual-State nationality \_\_\_\_\_

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

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

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

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

Banking

b) Is this foreign principal

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

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

Ecobank's headquarters and management are based in Togo. It is a publicly owned firm and its shareholders include foreign principals.

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party, or other foreign principal, state who owns and controls it.

Date of Exhibit A	Name and Title	Signature
09/30/2010	Aubrey Hruby, Managing Director	

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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1. Name of Registrant  The Whitaker Group INC	2. Registration No.  5539
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3. Name of Foreign Principal  Ecobank Transnational Incorporated
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Check Appropriate Boxes:

- 4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

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

The Whitaker Group will provide strategic support and key stakeholder outreach to Ecobank, including outreach to members of various US Government entities who are involved in the international finance realm. The Whitaker Group will also provide strategic advice on messaging as well as monitoring and analysis of relevant issues in Washington, DC.

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

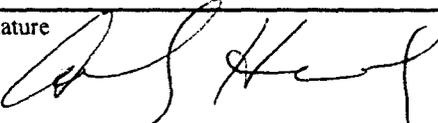
The Whitaker Group will provide strategic support and key stakeholder outreach to Ecobank, including outreach to members of various US Government entities who are involved in the international finance realm. The Whitaker Group will also provide strategic advice on messaging as well as monitoring and analysis of relevant issues in Washington, DC.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Whitaker Group will provide strategic support and key stakeholder outreach to Ecobank, including outreach to members of various US Government officials and agencies that are involved in the international finance realm.

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Date of Exhibit B	Name and Title	Signature
09/30/2010	Aubrey Hruby, Managing Director	

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

## Consultant and Confidentiality Agreement

This Consultant and Confidentiality Agreement ("Agreement"), effective as of June 1, 2010 (the "Effective Date"), is made by and between The Whitaker Group INC, 1133 21<sup>st</sup> Street, NW, Suite 405, Washington, DC 20036, USA ("TWG"), and Ecobank Transnational Incorporated, 2 Avenue Sylvanus Olympio, BP 3261, Lomé, Togo ("Company").

The parties hereby agree as follows:

1. **CONSULTING SERVICES.** From time to time as requested by the Company during the term of this Agreement, TWG agrees to perform for the Company certain services within the scope of work set forth in Schedule 1 attached to this Agreement ("Services"). TWG shall begin work on the Services on the Effective Date and shall devote such time, staff and resources as are necessary to complete the Services in a timely manner.

2. **RATE OF PAY FOR SERVICES.** The Company agrees to pay TWG in four (4) quarterly installments of \$US 12,500 (United States Dollars). The first installment shall be due three (3) months after the Effective Date, the second installment shall be due six (6) months after the Effective Date, the third installment shall be due nine (9) months after the Effective Date and the fourth and final installment shall be due twelve (12) months after the Effective Date. The Company shall reimburse TWG for all pre-approved communication, travel and other expenses incurred in the performance of these services. TWG will send quarterly invoices to the Company. The Company shall pay the invoices within 30 days of receipt. TWG's invoices shall include original or photocopied receipts for any expenses that are billed.

3. **TERM.** This Agreement shall commence on the Effective Date and continue, unless sooner terminated as provided herein, for twelve (12) months (the "Term"). This Agreement may be renewed thereafter by written agreement of the parties. Subject to Section 13 of this Agreement either party may terminate this Agreement for any reason by giving the other party thirty (30) days written notice. TWG shall discontinue all work on the Services upon notification of termination by either party. In the even of early termination, the Company shall pay all fees and expenses incurred up to the effective date of termination.

4. **TWG'S OPERATIONS.**

- A. TWG is an independent contractor and shall not be deemed to be employed by the Company.
- B. Except to the extent that TWG's work must be performed on or with the Company's equipment or the Company's facilities, all materials used in providing the Services shall be provided by TWG.

5. **CONFIDENTIAL AND PROPRIETARY INFORMATION OF OTHERS.** TWG agrees that in the course of its consulting engagement with the Company it will not use, disclose to the Company, or induce the Company to use, any confidential or proprietary information or documents belonging to others.

6. **CONFIDENTIAL INFORMATION.** As used in this Agreement, the term "Confidential Information" means all of the information disclosed to TWG which is not commonly or generally known in the Company's industry related to, among other things (i) the past, present or future business of the Company, (ii) the research and development and intellectual property of the Company, or (iii) the business of any customer or vendor of the Company. Such Confidential Information of the Company includes, by way of example and without limitation, trade secrets, formulas, data, program documentation, algorithms, source codes, object codes, improvements, inventions, techniques, management systems, personnel directories, all plans or strategies for marketing, development and

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pricing, and all information concerning past, existing or potential customers or vendors. Confidential Information also includes all similar information disclosed to the Company by other persons, which may, in the performance of this Agreement, be disclosed to TWG and which is so identified by the Company and which the Company has the legal right to disclose to TWG in connection with this Agreement.

Notwithstanding the foregoing, Confidential Information shall not include, and nothing contained herein shall in any way restrict or impair TWG's right to use, disclose or otherwise deal with, any information or data which:

- (a) at the time of disclosure is generally available to the public or thereafter becomes generally available to the public through no act of TWG;
- (b) can be shown to have been in the possession of TWG prior to the time of disclosure by the Company;
- (c) was lawfully made available to TWG by a third party;
- (d) can be shown by TWG to have been independently developed by TWG without reference to the Confidential Information; or
- (e) is required by law or governmental regulation to be disclosed by TWG.

7. **NON-USE AND NON-DISCLOSURE BY TWG.** TWG acknowledges that the Confidential Information is a special, valuable, and unique asset of the Company, and TWG agrees at all times during the term of this Agreement, and after termination of this Agreement, not to disclose, directly or indirectly, to any person or entity for any purpose and to keep in strict confidence and trust of all such Confidential Information. TWG agrees at all times during and after the termination of this Agreement not to use, directly or indirectly, any Confidential Information except for the purpose stated above. TWG will abide by Company policies and rules established from time to time by it for the protection of Confidential Information.

8. **RETURN OF MATERIALS.** Upon the termination of its dealings with the Company for any reason, TWG shall leave with, or promptly return to the Company all documents, records, notebooks, magnetic tapes, disks or other materials including all copies, in its possession or control which contain Confidential Information or any other information supplied by Company to TWG.

9. **INVENTIONS AS SOLE PROPERTY OF THE COMPANY.** Any inventions, discoveries, concepts or ideas, or expressions thereof, whether or not subject to patents, copyrights, trademarks or service mark protections, and whether or not reduced to practice, conceived or developed by TWG during the Term of this Agreement, which result from TWG's work for the Company, shall be the sole and exclusive property of the Company. TWG will do all things reasonably requested by the Company to assign to and vest in the Company the entire right, title and interest to any such inventions, discoveries, concepts, ideas or expressions thereof.

10. **REPRESENTATIONS AND WARRANTIES.** TWG represents and warrants to the Company as follows:

- (a) the performance of TWG's obligations herein will not violate any law, regulation or obligation by which it is bound, and will not conflict with or violate any agreement or instrument to which TWG is a party or by which it is bound;
- (b) except to the extent previously disclosed to the Company in writing, TWG and each and every director, owner, employee or any person acting on its behalf in connection with the Services are not employees of any government or government agency, and are not officials of a political party or candidates for political office;
- (c) any expenses submitted by TWG for reimbursement under this Agreement shall have been legally incurred in connection with the Services rendered under this Agreement; and



- (b) that the representations and warranties under section 10 above are false; or
- (c) that this Agreement or the performance of any of its terms violates or contravenes any law, regulation, restriction or order of the United States or any government in whose territory this Agreement or any part of it is to be performed.

Termination under this provision shall be effective immediately upon the Company giving TWG written notice.

14. **APPLICABLE LAW.** This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the District of Columbia.

15. **ALTERNATIVE DISPUTE RESOLUTION.** The parties agree that any dispute relating to either party's rights or obligations under this Agreement shall be resolved by the Alternative Dispute Resolution ("ADR") provisions set forth in Schedule 2.

16. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between TWG and the Company and supersedes any and all previous oral or written communications, representations or agreements. This Agreement may be modified only by a written amendment duly authorized and executed by both TWG and the Company.

**IN WITNESS WHEREOF**, we have executed this Agreement to be effective as of the date first written above.

The Whitaker Group, INC:

Ecobank Transnational Incorporated:

By: \_\_\_\_\_  
Its Authorized Representative

By: \_\_\_\_\_  
Its Authorized Representative

Date: \_\_\_\_\_, 2010

Date: \_\_\_\_\_, 2010

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## SCHEDULE 1

The Whitaker Group will support Ecobank in:

**Strategic Outreach around the Ecobank Dinner during the Annual World Bank/IMF Meetings:** TWG will provide strategic support and key stakeholder outreach during Ecobank's planned dinner, including securing the attendance of high-level business and policy leaders in Washington. . While Ecobank officials are in Washington, TWG will also facilitate meetings with key stakeholders and potential partners.

**Stakeholder Engagement/Relationship-building:** In order to advance Ecobank's interests in Washington, TWG will work to develop and deepen relationships with key international financial players in the US government and other agencies managing funds available for Africa's development. To ensure meaningful meetings, TWG will provide strategic advice on Ecobank materials and messages. Prior to meetings, TWG will provide Ecobank officials with relevant briefing materials.

**Monitoring and Analysis of Issues of Relevance to Ecobank in Washington:** TWG will act as a clearinghouse for information and can serve as Ecobank's eyes and ears in Washington, DC. Particular issues of interest may include the Obama administration's financial commitment to agriculture in the developing world, newly-available climate change financing funds, new OPIC private equity funds for Africa, developments in the Department of Treasury, World Bank and IMF initiatives, etc. TWG will keep Ecobank up to date on these and other issues and will provide strategic advice on how Ecobank can develop new business around these developments.

**SCHEDULE 2**

**Alternative Dispute Resolution**

The parties agree that any dispute relating to either party's rights or obligations under this Agreement shall be resolved by the Alternative Dispute Resolution (ADR) provisions set forth herein.

To begin an ADR proceeding, a party shall provide written notice to the other party of the issues to be resolved by ADR. Within 14 days after its receipt of notice of ADR, the other party may, by written notice, add additional issues to be resolved. Within 21 days following receipt of the original ADR notice, the parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside over the proceeding. If the parties are unable to agree on a mutually acceptable neutral within such period, each party will select one independent, impartial and conflicts-free neutral and those two neutrals will select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either party, its subsidiaries or affiliates. The parties shall convene in a location mutually agreed upon to conduct a hearing before the neutral no later than 56 days after selection of the neutral (unless otherwise agreed upon by the parties).

The ADR Process shall include a pre-hearing exchange of exhibits and summary of witness testimony upon which each party is relying, proposed rulings and remedies on each issue, and a brief in support of each party's proposed rulings and remedies not to exceed 20 pages. The pre-hearing exchange must be completed no later than 10 days prior to the hearing date. Any disputes relating to the pre-hearing exchange shall be resolved by the neutral. No discovery shall be permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

The hearing shall be conducted on 2 consecutive days, with each party entitled to 5 hours of hearing time to present its case, including cross-examination. The neutral shall adopt in its entirety the proposed ruling and remedy of one of the parties on each disputed issue but may adopt one party's proposed rulings and remedies on some issues and the other party's proposed rulings and remedies on other issues. The neutral shall rule within 14 days after the hearing and shall not issue any written opinion.

The expenses of the ADR process shall be shared equally by the parties, with each party bearing its own costs and expenses. The rulings of the neutral shall be binding, and nonappealable and may be entered as a final judgment in any court having jurisdiction.

To the extent not contradicted by the parties' contractual agreement regarding ADR rules and procedures contained herein, the rules of the CPR Institute for Dispute Resolution ("CPR") 366 Madison Avenue, 14th floor, New York, N.Y. 10017 shall apply.

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