

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 <http://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 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 20303.

1. Name and Address of Registrant Prime Policy Group		2. Registration No. 6192						
3. Name of Foreign Principal All Progressives Congress Party through Delano Family Limited and Burson-Marsteller		4. Principal Address of Foreign Principal 6 Bawku Street, Wuse 2, Abuja, Nigeria						
5. Indicate whether your foreign principal is one of the following:								
<input type="checkbox"/> Government of a foreign country ¹ <input checked="" type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (<i>specify</i>) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality _____			<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>) _____
<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>) _____							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant N/A								
b) Name and title of official with whom registrant deals								
7. If the foreign principal is a foreign political party, state:								
a) Principal address 6 Bawku Street, Wuse 2, Abuja, Nigeria								
b) Name and title of official with whom registrant deals Various Party officials and Mr. Ladi Delano, Delano Family Ltd.								
c) Principal aim Introduce the Party and Party officials to Washington, D.C. based policymakers (Capitol Hill, Agency and Administration), election organizations and think tank officials.								

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.

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.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes No

Owned by a foreign government, foreign political party, or other foreign principal

Yes No

Directed by a foreign government, foreign political party, or other foreign principal

Yes No

Controlled by a foreign government, foreign political party, or other foreign principal

Yes No

Financed by a foreign government, foreign political party, or other foreign principal

Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes No

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

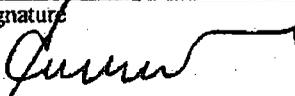
N/A

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.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature
	R. Scott Pastrick, President and CEO	

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 <http://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 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 .33 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.

1. Name of Registrant

Prime Policy Group

2. Registration No.

6192

3. Name of Foreign Principal

All Progressives Congress Party through Deiano Family Limited and Burson-Marsteller

Check Appropriate Box:

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

Prime will introduce Party platform and Party officials to policymakers in Washington, D.C. (Congress, Agency and Administration) through visits that the firm will plan and execute.

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

Prime will introduce Party platform and Party officials to policymakers (Congress, Agency and Administration) in Washington, D.C. through visits that the firm will plan and execute.

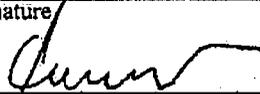
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

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.

Prime will introduce Party platform and Party officials to policymakers in Washington, D.C. through visits that the firm will plan and execute with Congressional, Agency and Administration officials.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
	R. Scott Pastrick, President and CEO	

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.



Burson-Marsteller

Delano Family Limited
6 Bawku Street
Wuse 2
Abuja
Nigeria

12 May 2014

Terms of Business

Dear Mr. Delano,

We are pleased to submit this letter of agreement outlining our standard terms and conditions of business ("**Terms of Business**") under which Burson-Marsteller, a division of Young & Rubicam Group Limited, whose principal place of business is at Level 6 South, Central Saint Giles, 1st St Giles High Street, London WC2H 8AG (hereinafter "**B-M**") will provide public relations and public affairs services to you, Delano Family Limited, 6 Bawku Street, Wuse 2, Abuja, Nigeria (hereinafter the "**Client**").

1. Terms of Business and Engagement Letters

1.1 B-M will render such professional services as may be agreed from time to time in a separate document called an "**Engagement Letter**". Any terms which are not defined in these Terms of Business shall have the meaning given to them in the applicable Engagement Letter.

1.2 The Engagement Letter will detail the scope of the Services, all estimated Fees and Third Party Costs and Expenses, billing and payment terms and such other matters as may be agreed by the parties.

1.3 Each time additional services are to be rendered, the parties will mutually agree a new Engagement Letter. Each Engagement Letter shall be read in conjunction with these Terms of Business, which together shall be the "**Agreement**" in respect of the Services specified in the applicable Engagement Letter. In the event of inconsistencies, the terms and conditions of the Engagement Letter shall take precedence.

1.4 The Client agrees to designate specific members of its organisation as authorized representatives responsible for approving materials, programs and projects produced or developed by B-M pursuant to any Engagement Letter.

2. Supply of Services



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2.1 B-M shall perform the Services with reasonable skill and care and to a standard to be reasonably expected from a competent and professional supplier of public relations and public affairs services.

2.2 B-M will allocate suitable personnel with appropriate levels of experience and seniority to service the Client's account. The Client acknowledges and agrees that it may be necessary for B-M to replace the personnel servicing the Client's account with alternative personnel with similar levels of seniority and experience.

2.3 B-M shall use reasonable care and skill in the selection and appointment of suppliers. Should the Client request, B-M will obtain more than one quote for a particular supply and discuss these with the Client before placing an order.

3. Co-operation

3.1 The Client shall provide B-M with all necessary information, assistance and materials relating to the Services within sufficient time to enable B-M to provide the Services in accordance with any agreed timescales.

3.2 B-M agrees with the Client to co-operate where appropriate with any other marketing agencies engaged by the Client during the Term, and the Client will ensure that all such agencies fully cooperate with B-M.

4. Payment Terms

4.1 The Client recognises that all payments to be made by B-M in connection with the delivery of the Services must be made in good time prior to the due date. Client agrees to provide B-M with all such assistance or means as may be necessary to permit B-M comply fully with the terms and conditions upon which it contracts with any third party.

4.2 All payments will be in the currency set out in the applicable Engagement Letter. In the event B-M is required to purchase any goods or services in the delivery of the Services in a currency other than the currency set out in the applicable Engagement Letter, the Client undertakes and agrees to bear all monetary exchange fluctuations incurred by B-M as a result of such purchases.

4.3 Where relevant, B-M will convert Fees for local offices using the then current foreign exchange rates into the currency specified in the applicable Engagement Letter (such as US dollars, GBP or Euros). If exchange rates with the converted currency fluctuate over the term of this Agreement by more than 5% B-M reserves the right to increase the Fees to cover the effects of the movement in the exchange rate such that the Client will bear all monetary exchange rate fluctuations.

4.4 All invoices for Fees must be paid in accordance with the payment terms agreed in the applicable Engagement Letter and Third Party Costs and Expenses must be paid immediately upon receipt of invoice. Subject to contrary agreement, all invoices must be paid by bank



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transfer directly into B-M's bank account, details of which shall be provided to the Client in writing.

4.5 A penalty fee of 1% per month could be charged in case of late payment.

4.6 All sums referred to in the Agreement shall be payable in full without deduction, withholding or set-off and are exclusive of VAT and any other duty or tax which shall (if and to the extent applicable) be payable by the Client. If B-M makes a payment pursuant to the Agreement which is subject to the deduction or withholding of tax, Client will pay B-M such additional sum as may be necessary to ensure that, after the making of such deduction or withholding B-M receives and retains a net sum equal to the sum which it would have received had no such deduction or withholding been made or required to be made.

4.7 The Client shall be liable to pay interest on any overdue amount at the higher of the statutory rate and an annual rate of 3% above the prevailing base rate, which interest shall accrue on a daily basis from the date payment becomes due until the date that B-M has received payment of the overdue amount together with all accrued interest.

4.9 When an external supplier is used to provide services such as materials production, B-M will add the industry standard markup of 17.65% to the cost of service or fee unless the charges for this service are paid directly by Client. No services will be contracted without the prior written consent of Client.

4.10 B-M reserves the right, at its sole discretion, to (a) not commence or (b) discontinue any Services under this engagement if Client fails to:

- a) Issue a Purchase Order or other documentation which Client requires B-M to have in order to invoice and receive payment from Client; or
- b) remit any payment due hereunder within the agreed time frame specified.

It is clearly understood and agreed that should B-M exercise its right hereunder, B-M shall not be liable for any costs whatsoever (including without limitation, any cancellation fees or penalties), arising out of or resulting from B-M's exercising such right.

5 Intellectual Property Rights

5.1 Subject to clauses 5.2 and 5.3 below, all final, approved materials prepared exclusively for the Client by B-M and paid for by the Client ("**Created Materials**"), shall be, as between B-M and the Client, the Client's property exclusively and will be assigned by B-M to the Client at the Client's request. B-M shall also waive any moral rights it may have in the Created Materials.

5.2 Notwithstanding the foregoing:



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a) all materials, rights, and intellectual property owned by third parties in works or materials (such as, but not limited to, talent rights, photography, artwork, props and music) ("**Third Party Materials**") will remain the sole and exclusive property of such third parties, and the Client agrees to use such Third Party Materials consistent with the terms of the licences obtained by B-M for the Client;

b) all materials, rights, intellectual property, information, creative content, methodologies and all other property in existence prior to the date of the Agreement (or which is created by B-M outside the scope of the Agreement) ("**B-M Property**"), shall remain the sole and exclusive property of B-M. Upon payment of all sums properly owed and outstanding to B-M, B-M hereby grants the Client a non-exclusive, non-transferable license to use B-M Property to the extent it is integrated into the Output Materials;

c) B-M is entitled to use any and all published materials produced for Client in performance of the Services for its own public relations and marketing activities (including without limitation on its showreels, websites, intranets, social media space, advertising and monitoring purposes) during the term of the Agreement and thereafter on a royalty-free, worldwide basis in any media.

5.3 If Client has provided works or materials itself, or has obtained works or materials which have been originated or created by a third party other than B-M (together "**Client Materials**"), it shall be Client's responsibility to obtain all such permissions, consents or licences as may be necessary for the full and unfettered use of such Client Materials for their intended purposes.

5.4 B-M will use reasonable care in the handling and storing of Client Materials.

5.5 In purchasing materials or services on the Client's behalf, B-M will act as agent for the Client and may state this relationship in contracts.

6. Confidentiality

6.1 Each party acknowledges that it will receive information relating to the other party which that disclosing party (the "**Disclosing Party**") regards as confidential. Such information includes information relating to the Disclosing Party's clients, customers, businesses, business plans or affairs, strategies, employee information and pricing ("**Confidential Information**"). Confidential Information shall include any document marked "Confidential", or any information which the receiving party ("**Receiving Party**") has been informed is confidential or which it ought reasonably to expect the Disclosing Party would regard as confidential. Therefore, the Receiving Party, on behalf of itself and its employees, hereby covenants and agrees that it:

a) will exercise reasonable care and caution to keep confidential the Disclosing Party's Confidential Information;

b) will not disclose any of the Disclosing Party's Confidential Information to any person outside of the employment of the Receiving Party, unless to do so is required in connection with



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the performance of its obligations under the Agreement, and in such event the Receiving Party hereby agrees to advise said third parties of the confidential nature of said material; and

c) will return to the Disclosing Party all such Disclosing Party's Confidential Information which is in a tangible form then in its possession or control at the termination of the Agreement, except that B-M shall be entitled to keep evidence of its work product.

6.2 It is further agreed that Confidential Information shall not include the following:

a) information that is in the public domain at the time of disclosure to the Receiving Party or which enters the public domain through no fault of the Receiving Party or its employees;

b) information that is in the possession of the Receiving Party or its employees at the time of disclosure to the Receiving Party; and

c) information that the Receiving Party, or its employees, lawfully receive from a third party.

6.3 Neither party shall be in breach of this clause 6 if it discloses the other party's Confidential Information in circumstances where such disclosure is required by law, regulation or order of a competent authority, provided that the other party is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

7. Responsibilities

7.1 The Client is responsible for:

a) the accuracy, completeness and propriety of all information, statements, claims and materials that it or a third party on its behalf provides to B-M, including without limitation, the Client Materials and information and materials concerning the Client's products, services, organisation and industry;

b) reviewing all publicity or other materials prepared by B-M under the Agreement and any Engagement Letter entered into in connection herewith to confirm that all representations, direct or implied, and submitted to the Client by B-M for approval, are supportable by objective data then possessed by the Client, and to confirm the accuracy and legality of the descriptions and depictions of the products and services of the Client and its competitors;

c) ensuring that all required consents in respect of the use of all intellectual property rights contained in any information and materials (including without limitation the Client Materials) or data supplied by the Client to B-M in relation to B-M's Services hereunder or under any Engagement Letter are obtained.

7.2 The Client will indemnify and hold B-M harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees and



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expenses, that B-M may incur or be liable for arising out of or in connection with any of the following:

- a) any publicity, press releases, publications or other materials prepared or placed by B-M for the Client which has been approved by the Client prior to publication;
- b) use of any materials or data supplied by or at the direction of the Client to B-M, including without limitation the Client Materials;
- c) any alleged or actual defects in the Client's products or services (including, without limitation, any claim for bodily injury or death);
- d) any breach of the Client's responsibilities or obligations under the Agreement;
- e) any risks or restrictions which B-M has brought to the attention of the Client where the Client elects to proceed notwithstanding such risks; and
- f) any failure by the Client to abide by the terms of any licences obtained by B-M on the Client's behalf.

7.3 It will be the responsibility of B-M to make certain that the necessary contracts or releases have been obtained with or from those whose names, likenesses, testimonials, scripts, musical compositions, or similar materials or rights are used in the materials prepared under the Agreement or any Engagement Letter entered into in connection herewith, and B-M agrees to indemnify the Client against any losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees and expenses, that the Client may incur or be liable for arising out of or in connection with liabilities and expenses the Client may incur as a result of B-M's failure to obtain the above-mentioned contracts or releases. It is expressly understood that the foregoing indemnification by B-M shall not apply in situations where the Client directly provides materials for use or arranges or signs such contracts, releases or agreements with third parties nor shall it apply where the claim arises from matters as to which B-M has advised the Client of the risks involved and the Client has agreed to accept those risks in which case the Client shall indemnify B-M.

7.4 The indemnities given in these Terms of Business shall be subject to the indemnified party:

- a) Providing the indemnifying party with prompt written notice of any claim;
- b) Providing, at the indemnifying party's cost, all reasonably necessary assistance and information in respect of third party claims; and
- c) Allowing the indemnifying party to have complete control of the defense of any third party claim and all related negotiations.



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8. Liability

8.1 The Client acknowledges that after any material or information to be communicated hereunder has been issued to the media or any other third party, its use and dissemination is no longer under B-M's control. The Client further acknowledges that B-M shall not be responsible for the accuracy of any information published by the media or any other third party. The Client agrees and acknowledges that in issuing information hereunder B-M is acting solely as the agent of the Client.

8.2 None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of either party, for fraud, fraudulent misrepresentation or any other liability which cannot by law be excluded or limited by law.

8.3 Subject to clause 8.2;

a) B-M's maximum aggregate liability for all claims under or in connection with the Agreement (whether arising in contract, tort or otherwise) shall not exceed the aggregate sum of the fees paid to B-M in the twelve (12) months preceding the date on which the cause of action related to the claim arose.

b) Neither party shall be liable for any loss of actual or anticipated income or profits, loss of contracts or for any other special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including without limitation negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

9. Force Majeure

9.1 Neither party shall be liable for any loss, damage, injury or delay due to any cause beyond its control including without limitation acts of government, strikes, lockouts, fire, lightning, aircraft, explosion, flooding, riots, civil commotion, acts of war, acts or threatened acts of terrorism, malicious mischief or theft or compliance with any law or governmental order, rules, regulations or direction (a "Force Majeure Event").

9.2 The party whose performance is affected by a Force Majeure Event shall, within two (2) business days of becoming aware of the Force Majeure Event, provide a written notice to the other party, giving details of the Force Majeure Event, its likely duration and the manner and extent to which its obligations are likely to be prevented or delayed.

9.3 If any Force Majeure Event occurs, the date(s) for performance of the affected obligation(s) shall be postponed for so long as is made necessary by the Force Majeure Event, provided that if any Force Majeure Event continues for a period of or exceeding one (1) month, the non-affected party shall have the right to terminate the Agreement forthwith on written notice to the affected party. Each party shall use its reasonable endeavours to minimise the effects of any Force Majeure Event.



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9.4 Notwithstanding the foregoing, the Client will continue to be responsible for any third party costs and expenses which are wasted as a result of a Force Majeure Event which B-M cannot reduce or mitigate after reasonable efforts.

10. Non-Solicitation of Employees

10.1 B-M agrees not to solicit or hire the Client's employees, who are directly or indirectly involved in matters related to these Terms of Business or any Engagement Letter entered into in connection herewith, for employment with B-M, and the Client agrees not to solicit or hire B-M's employees, who are directly or indirectly involved in matters related to these Terms of Business or any Engagement Letter entered into in connection herewith, for employment with the Client, with effect from the time that the Agreement comes into force until one year after the expiry of the Agreement. In the event that either B-M or the Client contravenes this clause 10, such party will be liable to a one-time payment equal to 50% of the seduced employee's annual compensation.

11. Foreign Corrupt Practices Act and UK Bribery Act

11.1 The parties hereto acknowledge that B-M is subject to the provisions of the Foreign Corrupt Practices Act, 15 U.S.C. §78dd-2 and the UK Bribery Act 2010 (together "Bribery Legislation"). Both parties shall:

- a) comply with the Bribery Legislation and any guidance issued by any governmental department relating to such legislation;
- b) not engage in any activity, practice or conduct anywhere in the world which would constitute an offence under the Bribery Legislation;
- c) maintain in place throughout the term (and enforce where appropriate) their own policies and/or procedures to ensure compliance with Bribery Legislation;
- d) promptly report to the other any request or demand for any undue financial or other advantage of any kind received by them in connection with the performance of the Agreement.

12. Term and Termination

12.1 The term of the Agreement shall commence on the date specified in the applicable Engagement Letter and will continue until either party terminates it by giving ninety (90) days' prior written notice to the other or such other period as may be specified in the applicable Engagement Letter.

12.2 Either party may terminate the Agreement immediately upon written notice to the other party:

- a) in the event of any material breach of the Agreement by the other party which breach is not remediable or, if remediable, is not remedied within thirty (30) days after the service by the



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party not in default of a written notice on the other party, specifying the nature of the breach and requiring that the same be remedied; or

b) if the other party shall cease carrying on business in the normal course, or shall call a meeting of its creditors or make a proposal for a voluntary arrangement or for any other composition or scheme of arrangement with (or assignment for the benefit of) its creditors, or shall be unable to pay its debts, or if a trustee, receiver, administrative receiver or other similar officer is appointed in respect of all or any part of its business or assets, or if a petition is presented or a meeting is convened for the purpose of considering a resolution for its winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or it is the subject of an administration order.

12.3 If payment is not made by Client to B-M in accordance with the payment terms provided in the applicable Engagement Letter and Client shall not have remedied the breach within 14 days of written notice to do so, B-M shall have the right to terminate the Agreement immediately by service of notice in writing.

12.4 Upon the effective date of the termination of the Agreement, all property in B-M's possession belonging to the Client and all contracts for services and materials entered into by B-M for the Client which are capable of assignment shall be turned over and/or assigned to the Client provided the Client shall hold B-M harmless from any losses, claims, damages, expenses (including reasonable attorney's fees and costs) or liabilities arising in respect of the assigned contracts. The termination (howsoever arising) of B-M's appointment shall be without prejudice to the Client's obligations to pay all sums due to B-M hereunder, including without limitation, the cost of contracts and commitments which B-M has already entered into on the Client's behalf with suppliers, media owners or other third parties and the Client shall assume and be responsible for all such commitments and contracts. The Client shall hold B-M harmless from any losses, claims, damages, expenses (including reasonable attorney's fees and costs) or liabilities arising from the cancellation or termination of such commitments or contracts as a consequence of the termination of B-M's appointment hereunder.

12.4 The termination of the Agreement shall be without prejudice to the accrued rights of either party in respect of any prior breach of this Agreement, including (without limitation) the liability of the Client to B-M for all Fees and Third Party Costs and Expenses due in respect of Services performed up to the effective date of termination.

13 Code of Business

13.1 B-M, which is wholly owned by WPP plc. is committed to conducting business in accordance with WPP's Code of Business Conduct. The Code of Business Conduct can be accessed on-line at www.bm.com

13. Governing Law



Burson-Marsteller

The terms and conditions set forth herein shall be governed and construed in accordance with the laws of England and each party hereby irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales over any claim or matter arising under or in connection with the Agreement.

14. Survival

Provisions of the Agreement which are either is expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such termination, including without limitation clauses 5,6,7,10 and 12 shall survive any termination of the Agreement.

15. Notices

15.1 Any notice, invoice or other communication which either party is required by the Agreement to serve on the other party shall be sufficiently served if sent (i) to the other party at the address specified in these Terms of Business (or such other address as is notified to the other party in writing), marked for the attention of that party's Finance Director or (ii) by email to the other party's Finance Director, CEO or equivalent.

15.2 Notices sent by registered post or recorded delivery shall be deemed to be served three (3) business days following the day of posting. Notices sent by email transmission shall be deemed to be served on the day of transmission if transmitted before 5.00 p.m. on a business day, but otherwise on the next following business day. In all other cases, notices are deemed to be served on the day when they are actually received.

16. General

16.1 A person who is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 or any similar legislation to enforce any term of the Agreement.

16.2 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to the Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

16.3 If any term of the Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from the Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

16.4 Neither party shall vary, assign, transfer, charge or deal in any other manner with the Agreement or any of its rights under it without the prior written consent of the other party.

16.5 Subject to clause 9.2, the Agreement constitutes the entire agreement and



Burson-Marsteller

understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of the Agreement, whether oral or in writing.

If you agree to the terms and conditions set out above, please indicate your confirmation and acceptance by having your authorised representative sign in the space provided below and returning to us one originally signed copy of this letter.

We look forward to working with you.

Yours sincerely

BURSON-MARSTELLER

Accepted and agreed by:

Delano Family Limited

DocuSigned by:
Ladi Delano
59ABD5FABAC142C...

By: _____

Name: Ladi Delano

Title: Director

Date: 5/14/2014



Burson-Marsteller

Level 6 South
Central St Giles
1 St Giles High
Street
London

Delano Family Limited
6 Bawku Street
Wuse 2
Abuja
Nigeria

12 May 2014

Engagement Letter

Dear Mr. Delano,

We are delighted that you have decided to appoint us, Burson-Marsteller, a division of Young & Rubicam Group Limited, whose principal place of business is at Level 6 South, Central Saint Giles, 1st St Giles High Street, London WC2H 8AG ("the Agency", "us", "we" or "B-M") to provide you, Delano Family Limited ("you" or the "Client") with the public relations and public affairs services described below and such other services as we may agree from time to time ("Services"). Where agreed in writing, we shall provide the Services through our named domestic and international offices, affiliates and subsidiaries to your named international offices, affiliates and subsidiaries.

This letter summarises the key terms of our agreement with you and, together with our standard Terms of Business (together the "Agreement"), sets out the terms of our working relationship.

Appointment: Our appointment with you will be deemed to have started on May 12, 2014 and will continue for an initial period of 1 month.

Fees and Scope of Services: You have agreed to pay the Agency the following Fees in respect of the Services listed below.

Burson-Marsteller will support you by:

- Developing a brief messaging document for your representatives
- Pursuing meetings with media in London and Washington, D.C.
- Pursuing meetings with political leaders and civil servants in London and Washington, D.C.
- Developing briefing materials for your representatives ahead of meetings

Total Fees: \$100,000 USD

Please note that meetings with political leaders and civil servants in Washington, D.C., will be pursued by Prime Policy Group, our government relations partner.

All amounts referred to in this agreement are exclusive of VAT and any other applicable national, regional or local taxes.

This Engagement Letter should be read in conjunction with our standard Terms of Business.

Additional Services: Any work beyond the scope of Services described above shall be negotiated separately and proposed by B-M to you on a per project basis. Once agreed in principle, B-M will issue a new Engagement Letter to cover the additional projects and each such Engagement Letter will incorporate and be governed by the standard Terms of Business, subject to any amendments agreed in the applicable Engagement Letter.

Third Party Costs and Expenses

In addition to fees, we will invoice out-of-pocket expenses and third party costs incurred in the course of performing the scope of work including, but not limited to:

- Travel
- Accommodation and subsistence
- Design, artwork and print
- Securing of media clips which incur fees (e.g., radio and television clips ordered via broadcast monitoring service)
- Messenger service

Expenses will be invoiced monthly in arrears, and supporting documentation will be available for review at your request. These invoices should be settled within 15 days.

Billing and Payment Terms

We will invoice you for our Fees in advance. We will send an invoice together with this Agreement and in case applicable an invoice for costs occurred at the end of the project. Payment of the full amount of the Fees is required in advance of Burson-Marsteller commencing any Services under this scope of work.

Payment shall be made of all Fees and Operating Expenses upon receipt on all invoices and we reserve our statutory right to charge interest on invoices outstanding after this period.

Please confirm your acceptance of the above by signing in the space provided below and returning one signed copy of this Engagement Letter.

Yours sincerely,

Burson-Marsteller
Kevin Bell
Title: Global Chair Public Affairs
May 12, 2015

This Engagement Letter should be read in conjunction with our standard Terms of Business.

Accepted and agreed by:

Delano Family Limited

DocuSigned by:
Ladi Delano
By: 59ABD5FA9AC142C...

Name: Ladi Delano

Title: Director

Date: 5/14/2014

This Engagement Letter should be read in conjunction with our standard Terms of Business.