

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 20503.

1. Name and Address of Registrant  R&R Partners, Inc.	2. Registration No.  6229
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3. Name of Foreign Principal The Republic of South Sudan	4. Principal Address of Foreign Principal President of the Republic of South Sudan State House, Juba Republic of South Sudan
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5. Indicate whether your foreign principal is one of the following:

Government of a foreign country<sup>1</sup>

Foreign political party

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

<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 (specify) _____

Individual-State nationality

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

a) Branch or agency represented by the registrant  
Executive Branch

b) Name and title of official with whom registrant deals  
Thomas Duoth Guet, National Security Services Director of General Intelligence Bureau

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

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

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.

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"/>

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

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.

#### 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
January 14, 2015	Morgan Baumgartner, General Counsel	/s/ Morgan Baumgartner

eSigned

OMB No. 1124-0004; Expires April 30, 2017

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  R&R Partners, Inc.	2. Registration No.  6229
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3. Name of Foreign Principal  
  
The Government of the Republic of South Sudan

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.

Registrant shall develop a plan to heighten the visibility and positive image of the Government of the Republic of South Sudan in the United States and raise awareness of the strategic importance in the US. The plan shall include a public outreach plan as well as a plan to communicate and deliver information to NGO's and relevant elected and appointed officials in the legislative and executive branches. Registrant will also develop a public relations and communications outreach plan.

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

Registrant shall develop a plan to heighten the visibility and positive image of the Government of the Republic of South Sudan in the United States and raise awareness of the strategic importance in the US. The plan shall include a public outreach plan as well as a plan to communicate and deliver information to NGO's and relevant elected and appointed officials in the legislative and executive branches. Registrant will also develop a public relations and communications outreach plan.

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.

Registrant shall identify relevant elected officials and communicate with such officials on behalf of The Republic of South Sudan to educate officials about South Sudan and its importance to the US

**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
January 14, 2015	Morgan Baumgartner, General Counsel	/s/ Morgan Baumgartner eSigned

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.

**STRICTLY CONFIDENTIAL**  
**MASTER SERVICES AGREEMENT 2014**

THIS AGREEMENT is entered into by and between The Government of The Republic of South Sudan, ("Client") represented by National Security Services Director of General Intelligence Bureau (GIB) Thomas Duoth Guet, and R&R Partners, Inc., a Nevada corporation ("Agency"), represented by R&R President Sean Tonner.

**ARTICLE I**  
**TERM**

**Article 1.01** This Agreement shall become effective when half the annual contract amount of \$900,000. is received by R&R Partners pursuant to Article III and shall terminate on December 7, 2015 ("Term") unless terminated earlier pursuant to the prohibitions of Article V.

**ARTICLE II**  
**SERVICES TO BE PERFORMED BY AGENCY**

**Article 2.01 Specific Services:** Agency shall provide the services outlined in Exhibit A, which shall be considered as an integral part of this Agreement. Services requested outside the scope of services detailed in Exhibit A shall be subject to a separate agreement.

**Article 2.02 Method of Performance:** Both Agency and Client shall determine the method, details, and means of performing the above-described services. While Agency is committed to using its best efforts within the limits of this budget to achieve Client's objectives, Client recognizes that Agency makes no guarantees or warranties concerning the success of this effort.

**Article 2.03 Independent Contractor:** Agency shall perform the services under this Agreement as an independent contractor and shall not be treated as an employee of Client for federal, state or local tax purposes or for any other purposes.

**Article 2.04 Authorization:** Agency shall act as Client's authorized agent in purchasing materials and services to be performed as required under this Agreement.

**Article 2.05 Intellectual Property Ownership:** As between Agency and Client, Client shall be the sole owner of all rights in and to materials developed and produced by Agency on Client's behalf, provided Client has paid all invoices due and owing to Agency pursuant to this Agreement. Client agrees that Agency shall have the right, without prior approval, to use any and all non-confidential materials following their publication to promote Agency and to market Agency's services to third parties. Any

may be submitted to other clients for their use, provided that such submission or use does not involve the release of any Client confidential information.

### **ARTICLE III**

#### **MODE OF PAYMENT**

**Article 3.01 Fees:** In consideration for the services to be performed by Agency, Client agrees to pay Agency a fee of \$150,000 USD per month for the period of subsistence of this Agreement.

**Article 3.02 Expenses:** Client agrees to reimburse Agency for amounts incurred or accrued by Agency in connection with this Agreement, including without limitation, copying, postage, long distance, and delivery. Agency shall seek Client's approval prior to incurring costs associated with travel by Agency personnel.

**Article 3.03 Outside Charges:** Client may pay Agency authorized outside charges plus a 20% markup on gross value of said charges. For all orders of materials or services for which estimates exceed \$3,000, Client shall pay half the estimated cost to Agency before Agency places final orders for such work.

**Article 3.04 Billing Method and Payment Schedule:**

(a) Upon signature of this Agreement, Client shall pay \$900,000, which is half the annual contract amount. The remaining half of the contract amount of \$900,000 shall be paid in two equal installments of \$450,000 on June 1, 2015 and September 1, 2015.

(b) Client agrees to pay the amount due to Agency for all outside costs and expenses for international travel within 30 days of receipt of invoice.

### **ARTICLE IV**

#### **OBLIGATIONS OF THE PARTIES**

**Article 4.01 Conflicts of Interest:** Agency is not precluded hereunder from representing, or performing services for, and being employed by other persons or companies within the IGAD region of Africa, if it obtains prior written consent of client and provided that such services do not create a conflict of interest relative to Client.

**Article 4.02 Confidentiality:** Each party ("Recipient") shall take reasonable steps to protect proprietary and confidential information and materials ("Confidential Information") provided by the other party or its representatives ("Discloser") from improper disclosure. Confidential Information shall not include information previously known to Recipient or materials to which Recipient had access prior to the provision of such information or materials by Discloser; information or materials that are now or later become publicly known; or information or materials provided to Recipient by a third party not bound by a duty of confidentiality to Discloser. Recipient shall inform Discloser of all inquiries into or



requests for Discloser's Confidential Information by third parties and shall disclose Confidential Information to such third parties only when legally compelled to do so and after notice to Discloser, or when so permitted or instructed by Discloser.

**Article 4.04 Limited Liability:**

(a) Client shall indemnify, defend, and hold Agency harmless from and against any loss, cost, liability, or damage (including reasonable attorneys' fees and costs) resulting from any claim, suit, or proceeding (threatened or otherwise) made or brought against Agency or where Agency is named in a case on Client's account (i) based upon Client's breach of any representation, warranty, or obligation under the Agreement; (ii) based upon Client's negligent or intentional acts or omission; (iii) based upon any materials that Agency creates or produces for Client and which Client approves before its publication, broadcast, or distribution (which indemnity shall not apply in any situation where Agency's indemnity of Client shall apply as provided in Section 4.03(b) below); (iv) based upon information or materials provided by Client; (v) based on risks which Agency has brought to Client's attention where Client has elected to proceed.

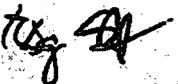
(b) Agency agrees to indemnify, defend, and hold Client harmless from and against any loss, cost, liability, or damage (including reasonable attorney's fees and costs) resulting from any claim, suit, or proceeding (threatened or otherwise) made or brought against Client, (i) based upon Agency's breach of any representation, warranty, or obligation under the Agreement; (ii) based upon Agency's negligent or intentional acts or omission; (iii) for violation of the rights of privacy or publicity, copyright infringement, libel, slander, defamation, or plagiarism, that arises from advertising materials created and produced by Agency, which materials are used by Client without modification; provided, however this indemnification obligation shall not apply to any materials or information supplied by Client to Agency.

**Article 4.05 Reporting:** Agency shall comply with local, federal, and state reporting and registration requirements that may be mandated by United States law and regulation including but limited to not the Foreign Agents Registration Act and the Lobbying Disclosure Act. Agency shall inform Client of its need to register prior to doing so.

**ARTICLE V**  
**TERMINATION**

**Article 5.01 Termination:**

(a) This Agreement shall continue in full force and effect from the Effective Date until terminated by 30 days' prior written notice given by either party to the other.



- (b) Notwithstanding the foregoing, and should the Client fail to pay any amount due, Agency reserves the right to terminate this Agreement forthwith.
- (c) Upon termination of this Agreement and upon final payment received by Agency of all amounts due under this Agreement, Agency shall transfer, assign, and make available to Client all property and materials in Agency's possession belonging to and paid for by Client.

**ARTICLE VI**

**MISCELLANEOUS PROVISIONS**

**Article 6.01 Notices:** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing at the end of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of four (4) days after mailing.

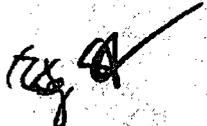
**Article 6.02 Entire Agreement:** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to rendering of services by Agency for Client and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification to this Agreement shall be effective only if it is in writing signed by the parties to this Agreement.

**Article 6.03 Severability:** If any provision of this Agreement is held to be invalid or unenforceable, then said provision shall not invalidate the remainder of this Agreement.

**Article 6.04 Waiver:** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

**Article 6.05 Authorization to Sign:** The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement.

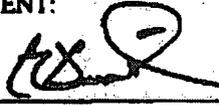
**Article 6.06. Law and Language:** The law for which this Agreement shall be governed, interpreted and construed shall be the law of the United States of America, and the language shall be English.



**Article 6.07 Settlement of Disputes:** In case of any dispute arising from this Agreement, the parties shall use the utmost effort to settle this dispute amicably. If the parties shall fail to reach an amicable resolution to the dispute, the parties shall submit the dispute to arbitration, in accordance with UNCITRAL rules. The venue for the arbitration shall be Washington, DC, USA.

IN WITNESS WHEREOF, THE PARTIES TO THIS AGREEMENT HAVE HEREUNTO APPENDED THEIR RESPECTIVE SIGNATURES IN THE PRESENCE OF WITNESSES. THIS 8TH DAY OF DECEMBER, 2014, A.D.

FOR CLIENT:

BY: 

Thomas Douth Guet

TITLE: National Security Services

DATE: 08/12/2014

FOR AGENCY:

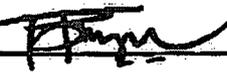
BY: 

Sean Tonner

TITLE: President, Colorado

DATE: 12/8/14

WITNESSES

BY: 

Martin Majut Yak

TITLE: SPLM National Secretary for Popular and Syndicated Organizations

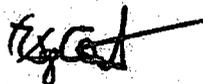
DATE: Dec. 08/2014

BY: 

Jill Warren

TITLE: Attorney at Law

DATE: 12/8/14



**EXHIBIT A**

**SCOPE OF WORK**

In order to heighten the visibility and positive image of the Government of the Republic of South Sudan in the United States and raise awareness of the country's strategic importance to the United States, emphasis should be put on the importance of encouraging the world's youngest democracy, in an unstable region of the world, and to support the development of its natural resources and infrastructure. The utmost aim is to help the Republic of South Sudan stand on its own and inspire democracy throughout the world.

**December - January**

- Idea creation and client planning session (Delegation visit)
- Develop messaging platform
- Develop policy platform
- Develop outreach calendar
- Identify key NGOs and Committees for coverage
- Identify targeted Elected Official and Administration members
- Monitor media and identify potential media sources
- Determine editorial content
- Identify key industries to target for direct investment opportunities
- Identify potential aid sources for the Republic of South Sudan
- Refine client's goals and objectives
- Develop initial creative content
- Audit of social media channels

**January-December**

- Execution of PR program
- Media training
- Proactive media pitching, media introductions and briefings, development of owned content pieces such as op-eds and blogs, development of content calendar
- Rapid response
- Crisis communications
- Key influencers and elected official outreach
- Monitoring of State Department actions regarding the Region and South Sudan
- Develop and activate surrogates within the United States for South Sudan
- Monitor and populate social media channels
- Begin coverage of key NGO, Committee, and Administration meetings
- Assist with grant opportunities and aid packages from United States, European Union, and United Nations

**Other Tactical Recommendations (and as desired by the client)**

- Speaking engagements for South Sudanese Officials
- Development of a blog on behalf of the South Sudanese Government; leverage current website and push content through existing communication channels
- Development and dissemination of a Capitol Hill newsletter targeted to congressional committees, NGOs and think tanks, academics and other interested parties (i.e. "This Month's News from South Sudan")

- Engage academia around United States
- Organize delegation(s) to visit South Sudan from Political, Business, and NGO communities

10/8

