

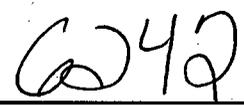
U.S. Department of Justice
Washington, DC 20530

**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 Winning Strategies Washington 409 7th Street, NW, Suite 450 Washington, DC 20004	2. Registration No. 
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3. Name of Foreign Principal Rwanda Development Board	4. Principal Address of Foreign Principal KN 5 Rd, KG 9 Ave P.O. Box 6239 Kigali, Rwanda
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5. Indicate whether your foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

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

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

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
 Rwanda Development Board

b) Name and title of official with whom registrant deals
 Louise Kanyonga, AG Head, Investment Promotion and Implementation

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

a) Principal address
 N/A

b) Name and title of official with whom registrant deals N/A

c) Principal aim N/A

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 <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.)*

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
August 19, 2014	Michael A. Merola	/s/ Michael A. Merola

eSigned

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 Winning Strategies Washington	2. Registration No. 6242
3. Name of Foreign Principal Rwanda Development Board	

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.

PLEASE SEE ATTACHED CONTRACT. REGISTRANT WILL PROVIDE GOVERNMENT AFFAIRS SERVICES TO FOREIGN PRINCIPAL, INCLUDING REPRESENTING THE FOREIGN PRINCIPAL'S INTERESTS TO U.S. GOVERNMENT OFFICIALS. REGISTRANT WILL BE COMPENSATED A FLAT MONTHLY FEE FOR THIS WORK.

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

REGISTRANT WILL ENGAGE IN GOVERNMENT AFFAIRS SERVICES, INCLUDING CONTACTING U.S. OFFICIALS AND STAFF ON ISSUES OF IMPORTANCE TO THE CLIENT. WORK WILL ALSO INCLUDE INTERNAL MEETINGS BETWEEN REGISTRANT AND CLIENT, RESEARCH, AND RELATED WORK. WORK IS ANTICIPATED TO FOCUS ON EFFORTS TO ENGAGE US OFFICIALS ON ISSUES RELATED TO US-AFRICA POLICY AND TRADE MATTERS AND THE BILATERAL RELATIONSHIP BETWEEN RWANDA AND THE US, AND OTHER ISSUES OF IMPORTANCE TO THE CLIENT. PLEASE SEE ATTACHED CONTRACT.

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 WILL ENGAGE IN STRATEGIC GOVERNMENT AFFAIRS SERVICES, INCLUDING CONTACTING U.S. OFFICIALS AND STAFF. ACTIVITIES MAY INCLUDE ARRANGING AND/OR ATTENDING MEETINGS WITH FEDERAL GOVERNMENT OFFICIALS (CONGRESS AND ADMINISTRATION) ON BEHALF OF OR WITH CLIENT, ON ISSUES OF IMPORTANCE TO THE CLIENT (SUCH AS BILATERAL TRADE AND POLICY ISSUES; US-AFRICA TRADE AND POLICY; AND OTHER ISSUES OF IMPORTANCE TO THE CLIENT) AS WELL AS RESEARCH AND RELATED EFFORTS. PLEASE SEE ATTACHED CONTRACT.

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
August 19, 2014	Michael A. Merola	/s/ Michael A. Merola
		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.

WINNING STRATEGIES WASHINGTON

**FARA REGISTRATION
EXHIBIT B—ATTACHMENT 1**



August 7, 2014

Agreement For Services

This Agreement is made by and between Winning Strategies Washington, LLC (hereafter "WSW") and the Rwanda Development Board (hereafter the "Client").

I. Services

WSW will provide strategic government affairs counsel to the Client.

II. Consulting Retainer Fee

Commencing on August 1, 2014 WSW shall receive USD \$15,000 per month for 12 months, payable within thirty (30) days of receipt of a monthly statement submitted by WSW to the Client. This fee shall be net of taxes.

The initial monthly retainer fee of \$15,000 shall be paid to WSW within thirty (30) days upon the signing of this Agreement.

No commission, brokerage, percentage or contingent fee shall be paid to WSW for the services outlined in this Agreement.

III. Expenses

Client shall reimburse WSW for reasonable and necessary expenses directly attributable to work performed under this Agreement, not to exceed \$300 a month unless approved in advance by the client. Routine expenses shall include distribution of materials beyond typical word processing and local office delivery, and local transportation. Also, with prior approval, Client shall reimburse WSW for all reasonable travel and living expenses necessarily incurred by WSW while performing services under this Agreement away from WSW's regular place of business.

IV. Independent Contractor Status

WSW and all of its principals and employees are independent contractors and not employees of the Client. Client agrees to hold WSW harmless and indemnify it for any and all claims, lawsuits, judgments or obligations, arising as a result of work performed pursuant to this Agreement, which are not caused in whole or part by the negligent acts or omissions of WSW.

V. Hold Harmless

WSW agrees to hold the Client harmless and indemnify it for any and all claims, lawsuits, judgments or

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obligations, arising as a result of work performed pursuant to this Agreement, which are not caused in whole or in part by the negligent acts or omissions of the Client.

VI. Conflicts

During the term of this Agreement, WSW agrees to use its best efforts to refrain from representing, consulting or advising, either directly or indirectly, any person, association or corporation with interests that are in conflict with those of the Client. In the event that WSW or the Client deems that a material conflict exists, this Agreement shall terminate immediately unless otherwise agreed to by the parties. The Client will have no liability or payment obligation to WSW after the effective date of notice of termination except for the value of the services rendered by WSW up to and including the date of termination.

VII. Confidentiality

WSW recognizes that in the course of our representation we could become aware of information, practices or policies, which you wish to be kept confidential. WSW agrees to maintain that confidentiality and will not disclose to any outside party the information either during the period of a contract or afterwards, to the extent permitted by law.

VIII. Term and Termination

The term of this Agreement shall commence on August 1, 2014 and continue until either party terminates this Agreement on sixty (60) days written notice to the other party.

In the event that the Client cancels the Agreement, the Client will have no liability or payment obligation to WSW after the effective date of notice of termination except for the value of the services rendered by WSW up to and including the date of termination.

IV. Governing Law and Dispute Resolution

Except as immediately set forth below, this Agreement shall be governed in all respects by the laws of Rwanda. Client shall be subject solely and exclusively to the laws and regulations of the United States regarding taxation. Furthermore, each party agrees that it shall be subject to the U.S. Foreign Agents Registration Act and Foreign Corrupt Practices Act.

The Client acknowledges that this Agreement constitutes a commercial transaction and irrevocably and unconditionally agrees that if WSW brings proceedings against it or its assets in relation to this Agreement, no immunity from those proceedings (including without limitation, suit, attachment prior to judgment, other attachment, the obtaining of judgment, execution or other enforcement) will be claimed by or on behalf of itself or with respect to its Private owned assets, and the Client waives any such right of immunity which it or its Private owned assets now have or may subsequently acquire, in connection with any such proceedings.

If the parties are unable to resolve any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, (a "Dispute") informally within thirty (30) days after the non-claiming party is notified of a Dispute, then such Dispute shall be

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submitted to and settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The following shall apply to such arbitration:

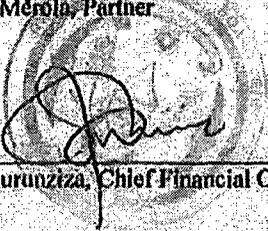
- (1) The appointing authority shall be the London Court of International Arbitration;
- (2) The number of arbitrators shall be one;
- (3) The seat, or legal place of the arbitration, shall be London, England, and all arbitration proceedings shall be held in London, England;
- (4) The language to be used in the arbitral proceedings shall be English;
- (5) The award rendered by the arbitrator shall be final and binding;
- (6) In rendering the award, the arbitrator shall interpret this Agreement in accordance with the substantive laws of the Republic of Rwanda, without regard to its conflict of law rules, except that U.S. taxation laws alone shall apply to WSW, and the US Foreign Agents Registration Act and Foreign Corrupt Practices Act shall apply to the Parties; and
- (7) The arbitration proceedings and all testimony, filings, documents and information relating to, presented or produced during, or created for the arbitration proceedings, findings of fact and conclusions of law or award relating to the Dispute or arising out of the arbitration proceedings, including the reasons for the giving or denial of any award, shall be deemed to be Confidential Information.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Date: Winning Strategies Washington, LLC

1st August 2014 By: 
Michael Merola, Partner

Date: CLIENT

7th August 2014 By: 
Mark Nkurunziza, Chief Financial Officer