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 <u>https://www.fara.gov</u>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. 1	Name	of	Reg	istrant
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Global Management Association, Corp

 Registration Number 6812

3. Primary Address of Registrant

1300 I Street NW, Suite 400 E, Washington, DC 20005

4. Name of Foreign Principal Mr. Andrii Derkach	5. Address of Foreign Principal Mykhailo Hrushevsk St. 9A ap-B7-1 Kyiv, Ukraine UKRAINE 01021		
6. Country/Region Represented			
7. Indicate whether the foreign principal is one of the following:			
\Box Government of a foreign country ¹			
Foreign political party			
□ Foreign or domestic organization: If either, check one of the following:			
□ Partnership □	Committee		
□ Corporation □	Voluntary group		
Association	Other (specify) N/A		
☐ Individual-State nationality N/A			
8. 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 engages $_{\rm N/A}$

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

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

- a) Name and title of official with whom registrant engages Mr. Andrii Derkach, Member of Ukrainian Parlament
- b) Aim, mission or objective of foreign political party Consultancy

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal. $_{\rm N/A}$

b) Is this foreign principal:

Yes 🗌 No 🗌
Yes 🗌 No 🗌
Yes 🗌 No 🗌
Yes 🗌 No 🔲
Yes 🗌 No 🗌
Yes 🗌 No 🗌

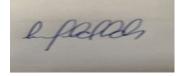
Explain fully all items answered "Yes" in Item 10(b).
 N/A

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

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
04/07/2020	Nabil A. Bader	/s/Nabil A. Bader



Received by NSD/FARA Registration Unit 04/08/2020 3:06:34 PM

Date Printed Name Marine Signature Signature

U.S. Department of Justice

Washington, DC 20530

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

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

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Global Management Association, Corp	6812

3. Name of Foreign Principal Mr. Andrii Derkach

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. What is the date of the contract or agreement with the foreign principal? 02/01/2020

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

Consultancy Services

 Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal. Development of comprehensive legal and government affairs strategy, coordination and meeting with US official.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes 🗌 No 🗶

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation or dissemination of informational materials.

N/A

11. Prior to the date of registration² for this foreign principal did the registrant engage in any registrable activities, such as political activities, for this foreign principal?

Yes 🗌 No 🗶

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities.

N/A

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

Date	Contact	Method	Purpose
N/A	N/A	N/A	N/A

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, or for disbursement, or otherwise?

Yes 🗌 No 🗶

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
N/A	N/A	N/A	N/A

Total: N/A

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of the foreign principal?

Yes 🗌 No 🗷

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	To Whom	Purpose	Amount
N/A	N/A	N/A	N/A

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

^{1 &}quot;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.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
04/08/2020	Nabil A. Bader	/s/Nabil A. Bader

Received by NSD/FARA Registration Unit 04/08/2020 3:06:39 PM

DATE NO. 1224-0004; Expires May 31, 2020 Exhibit B to Registration Statement Margines DC 20330

CONSULTING SERVICE AGREEMENT

This Service Agreement (herein the "Agreement") is signed on February 01, 2020 by and between

GLOBAL MANAGEMENT ASSOCIATION CORP, with address: 13001 Street NW, Suite 400 E, Washington, DC, 20005, USA, duly represented by President Mr. Nabil A. Bader, acting as Leader of Global Business Team (herein the "<u>Consultant</u>")

and

MEMBER OF PARLIAMENT OF UKRAINE ANDRII DERKACH,

citizen of Ukraine, with address: 01021, Ukraine, Kyiv, Mykhailo Hrushevsky street, 9A, ap. B 7-1, as Client, (herein the <u>"Client").</u>

1. <u>SCOPE OF SERVICE</u>.

Consultant, in exchange for the compensation paid by the Client under this Agreement, agrees to provide strategic counseling and representation to the Client (the "Services").

In the Engagement, the Consultant will be providing consultancy and management services in connection with political activity of the Client, exploiting the following specific matters:

the crisis response and management, program and system analysis, media outreach, education and advocacy regarding the historical, current and future efforts to carry out the purposes of political activity of the Client, services and to satisfy its compliance goals and accomplishments; to advance, advocate, represent, and protect of the Client interests as necessary, including, but not limited to the development of comprehensive legal and government affairs strategy, coordination as necessary and in the your interest, assessment of the pending news and certain claims that adversely impact your reputation and pose serious risk and consequences; to planning and organize the Client's meetings with U.S. Executive Branch officials who are apart of drafting government policy inside the White House administration, the Senate Foreign Relationship and House of Foreign Affairs Committees; to organize a Client's meeting with private sector and not-for-profit organizations that have credibility in the United States in support political activity and private activity and related causes of client's, in particular, with the professional activities of the Client as a member of parliament of Ukraine (who, in 2019, headed

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the working group of the Budget Committee of the Supreme Council of Ukraine to study the practice of applying the legislation of Ukraine on the control, accounting and use of international loans and technical assistance, as well as the impact of international factors on the pricing of production, energy carriers import/export, potential facts of corruption and lobbying in these areas). Accordingly, providing advice and assistance within the framework of the current legislation of the United States of America and Ukraine on actions aimed at investigating the facts of international corruption in the area of providing Ukraine with international technical assistance and loans, interfering with the activities of central and law enforcement agencies, and unlawful impact on the country's domestic economic and political processes as well as attracting investments in machine industry and fuel and energy industry.

2. <u>TERMOF CONTRACT</u>.

The term of this contract is for a period of 6 (six) months, commencing on the date hereof and may be extended for 6 (six) months.

3. <u>COMPENSATION.</u>

- a. The Client will pay for the Services provided by the Consultant under this Agreement on monthly basis in following payments:
- (1) \$2,000 (two thousand) US dollars
- (2) \$2,000 (two thousand) US dollars
- (3) \$2,000 (two thousand) US dollars
- (4) \$2,000 (two thousand) US dollars
- (5) \$2,000 (two thousand) US dollars
- (6) \$2,000 (two thousand) US dollars.

The Client will pay the above-mentioned payments until 10 date next month thereafter.

- b. In the event payments are not received by Consultant within five (5) days after becoming due, Consultant may suspend performance of all Services until payment has been made in full.
- 4. <u>CLIENT'S OBLIGATIONS</u>.

The Client shall:

- a. cooperate with Consultant in all matters relating to the Services as may reasonably be requested by Consultant, for the purposes of performing the Services;
- b. respond promptly to any Consultant request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Consultant to perform Services in accordance with the requirements of this Agreement; and
- c. provide such Client materials or information as Consultant may reasonably request to carry out the Services in a timely manner and ensure that such Client materials or information are complete and accurate in all material respects.

5. <u>CLIENT'S ACTS OR OMISSIONS</u>.

If Consultant's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client or its agents, subcontractors, consultants or employees, Consultant shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by the Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. <u>CONSULTANT'S OBLIGATIONS</u>.

The Consultant shall:

a. provides such Consulting Services to the Client in the manner as the Client and the Consultant may reasonably agree from time to time in writing;

b. use such of his effort, skill, attention and resources to properly render the Consulting Services to the Client;

c. the Consultant shall not disclose or furnish to any person, firm, entity or corporation any Confidential Information relating to the Client, Client's affiliates or assigns. "Confidential Information" is described in Paragraph 8.

d. The Consultant assumes the obligation and full responsibility for consultations, information and organization of activities under this Agreement based

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on the provisions of Paragraph 1, in order to prevent violations of the laws of the United States of America in the process of execution of this Agreement, with understanding and taking into account the conduct of election campaigns in the United States America.

e. The Consultant undertakes to duly inform the relevant official authorities of the United States of America in accordance with the current legislation of the United States of America of his approval, registration and accreditation.

f. Upon termination of this Agreement, Consultant shall deliver to the Client any and all documents, copies of documents, materials, and/or tangible items, whether in paper form or digital, which contain any Confidential Information, personal annotations and other property, belonging to or relating to the Client, the scope and nature of services rendered, and the like.

7. <u>LIMITATION OF LIABILITY</u>.

- a. IN NO EVENT SHALL CONSULTANT BE LIABLE TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b. IN NO EVENT SHALL CONSULTANT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONSULTANT PURSUANT TO THIS AGREEMENT IN THE TWO MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM
- c. The limitation of liability set forth in Section 6 (b) above shall not apply to liability resulting from Consultant's gross negligence or willful

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misconduct; fraud; theft, conversion, embezzlement, dishonest conduct and/or violation of the confidentiality provisions contained herein or Paragraph 6 (d) of this Agreement.

8. <u>CONFIDENTIAL INFORMATION</u>

a. Definition.

The term "Confidential Information" encompasses all facts, materials and documents provided to the Consultant pursuant and subject to this Agreement. The term does not encompass publicly available information.

The term includes and encompasses personal biographic details about the Client that have not been made available to the public; any disclosed personal and business relationships; disclosed documentation and materials relevant to the Services being rendered by the Consultant.

b. Obligations of Non-Disclosure and Non-Use.

Unless otherwise agreed to in advance and in writing by the Client, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

Consultant may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

c. <u>Return of Confidential Information</u>. Upon the termination or expiration of this Agreement for any reason, or upon Client's earlier request, Consultant will deliver to Client all of Client's property or Confidential Information in tangible form that Consultant may have in its possession or control. The Consultant may retain one copy of the Confidential Information in its legal files.

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9. <u>TERMINATION OF CONTRACT</u>.

a. Termination without cause. This contract may be terminated by mutual consent of both parties, which shall not be unreasonably withheld, or by either party up on 30 days' written notice.

b. Client termination for cause. In addition to any remedies that may be provided under this Agreement, the Client may terminate this Agreement with immediate effect upon written notice to Consultant, if Consultant fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

c. Consultant termination for cause. In addition to any remedies that may be provided under this Agreement, Consultant may terminate this Agreement with immediate effect upon written notice to the Client, if the Client:

- i. fails to pay any amount when due under this Agreement and such failure continues for thirty (30) days after the Client's receipt of written notice of nonpayment;
- ii. has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or
- iii. becomes insolvent, files a petition for bankruptcy or commences or has commenced against its proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

10. FORCE MAJEURE.

Consultant shall not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond Consultant's reasonable control and Consultant gives notice to the Client immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default.

11. MERGER AND MODIFICATION.

This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified

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within this contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

12. <u>SEVERABILITY</u>.

If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

13. <u>ASSIGNMENTS</u>.

Neither party may assign or otherwise transfer or delegate any right nor duty under this Agreement without the other party's express written consent.

14. <u>NOTICE</u>.

All notices or other communications required under this contract shall be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

To the Consultant:

To the Client:

GLOBAL MANAGEMENT ASSOCIATION CORP.

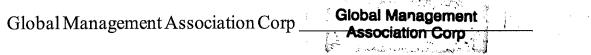
MEMBER OF PARLIAMENT OF UKRAINE ANDRII DERKACH

The provisions of this section do not supersede any statutes or rules of court regarding notice of claims or service of process. In the event of a conflict between this section and any statutes or rules of court, the statutes or rules of court govern.

15. APPLICABLE LAW AND VENUE.

This Agreement is governed by and construed in accordance with the laws of the District of Columbia. Any action to enforce this Agreement must be brought in the courts of the District of Columbia in the City of Washington.

CONSULTANT



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DATE: Feb. 01, 2020

Nabil A. Bader President

Global Management Association Corp

CLIENT

Member of Parliament of Ukraine Andrii Derkach_

DATE: Feb. 01, 2020

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