

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 <https://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: <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 .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, 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 and Address of Registrant Allan Mayer c/o 42West LLC, 1840 Century Park East #700, Los Angelesm CA 90067	2. Registration No. 6680
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3. Name of Foreign Principal Republic of Botswana Ministry of Environment, Natural Resources, Conservation and Tourism	4. Principal Address of Foreign Principal Ministry of Environment, Natural Resources, Conservation and Tourism Department of Corporate Services Private Bag BO 199, Gaborone, Botswana
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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
 Ministry of Environment, Natural Resources, Conservation and Tourism

b) Name and title of official with whom registrant deals
 Thato Yaone Raphaka, Permanent Secretary

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

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.

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.)*

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
May 18, 2019	Allan Mayer, Co-CEO, 42West	/s/ Allan Mayer

eSigned

U.S. Department of Justice
Washington, DC 20530

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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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .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, 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 42West, LLC	2. Registration No. 6680
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3. Name of Foreign Principal

Republic of Botswana, Ministry of Environment, Natural Resources Conservation and Tourism

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.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
1. Develop strategic messaging that articulates Botswana's policy on elephant hunting and reinforces Botswana's reputation for prudent governance, unrivaled natural beauty, and responsible environmental stewardship.
 2. Devise a comprehensive communications plan to deliver this messaging to key U.S. and other Western audiences.

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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.

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
May 18, 2019	Allan Mayer, Co-CEO, 42West LLC	/s/ Allan Mayer 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.



Republic of Botswana

MEMORANDUM OF AGREEMENT

ENTERED INTO BY AND BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA REPRESENTED BY THE MINISTRY OF
ENVIRONMENT NATURAL RESOURCES CONSERVATION AND TOURISM
(hereinafter referred to as "the Client")**

AND

**42 WEST, LLC
(hereinafter referred to as "the Consultant")**

CONTRACT NO: MTC-MENT-DCS 2000/7/2 XI (09) 2019-2020

FOR THE PROVISION OF STRATEGIC COMMUNICATIONS SERVICES FOR THE BOTSWANA ELEPHANT SITUATION

PREAMBLE

WHEREAS the Client invited tenders for the provision of strategic communications services for the Botswana elephant situation;

AND WHEREAS the Consultant tendered to provide the Services required and the Client accepted such tender;

NOW THEREFORE the Parties agree as follows:

Clause 1

APPOINTMENT

The Client hereby appoints the Consultant and the Consultant hereby accepts the appointment to provide the Services set out in Appendix "A" subject to and in accordance with the provisions of this Agreement.

Clause 2

DEFINITIONS

In this Agreement, the following words and expressions shall, except where otherwise stated or inconsistent with the context in which they appear, bear the following meanings and cognate expressions shall bear corresponding meanings:

Agreement	means the present Agreement and its Appendices together with all amendments thereto as agreed to between the Parties from time to time;
Appendix (ces)	means any document, approved by the Parties, which is, from time to time, incorporated into this Agreement in the form of Appendices. These documents may be amended in writing, from time to time, by mutual agreement between the Parties;
Client	means the Government of the Republic of Botswana represented by Ministry Of Environment Natural Resources Conservation And Tourism as the executing authority, and permitted assign;
Commencement Date	means the date on which the Consultant shall commence the Services;
Consultant	means 42 WEST, LLC and includes its representatives, successors and permitted assigns;
Consultancy Price	means the total amount of money payable to the Consultant in terms of this Agreement;
Days	means, Monday to Fridays, inclusive in each week, excluding Saturday and Sunday or public holidays, unless stated otherwise;
Government	means the Government of the Republic of Botswana;
Parties	means the Client and the Consultant, and "Party" shall mean either one of them;

Personnel	means persons hired by the Consultant or by any sub-contractor and assigned to the performance of the Services or any part thereof;
Project	means the provision of consultancy Services set out in this Agreement and as further provided for by Appendix "A" to be carried out by the Consultant;
Services	means the tasks to be performed by the Consultant under this Agreement; and
Signature Date	means the date of signature of this Agreement by the Party last to sign.

Clause 3

INTERPRETATION

1. The Clause headings and numbers used in this Agreement and its Appendices are for convenience only and shall not be construed or interpreted as having a bearing on the contents, or context or meaning of its provisions.
2. Terms other than those defined in this Agreement shall be given their plain English meaning.
3. Unless this Agreement clearly indicates the contrary, an expression which denotes:
 - a) a masculine gender includes feminine and neuter genders and vice-versa;
 - b) a person includes a legal person; and
 - c) singular includes plural and vice versa.
4. Any reference to a statutory provision or statute (unless the context clearly indicates otherwise) shall be a reference to a statute of the Republic of Botswana, and shall include any subordinate legislation made from time to time under that provision or statute and shall include that provision or statute as amended or re-enacted from time to time.
5. Expressions or words defined in this Agreement shall bear the same meanings when used in Appendices, to this Agreement which do not themselves contain their own definitions.
6. Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is specifically stated in the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in the Definitions Clause.

Clause 4

SCOPE OF SERVICES

The scope of Services to be performed by the Consultant under this Agreement are described in the Terms of Reference set forth in Appendix "A" and Clause 9.

Clause 5

RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing or creating a relationship of employer and employee or master and servant or principal and agent or partnership or joint venture as between the

Parties, it being agreed that the position of the Consultant and anyone else performing the Services on behalf of the Consultant under this Agreement is that of an independent contractor.

Clause 6

GOVERNING LAW AND LANGUAGE

1. This Agreement shall be governed and construed in accordance with the laws of the Republic of Botswana, which shall mean the present laws, and any amendments thereto or new laws enacted during the validity of this Agreement.
2.
 - a) This Agreement shall be construed and interpreted in English.
 - b) All communications, correspondence and reports pertaining to this Agreement shall be in English.

Clause 7

ENTRY INTO FORCE

This Agreement shall immediately come into force on the Signature Date.

Clause 8

COMMENCEMENT AND DURATION

1. This Agreement shall commence on the Signature Date, provided that all other conditions of this Agreement have been fulfilled.
2. This Agreement shall remain in force for a period of five (5) months unless extended or earlier terminated by agreement by both Parties, or by either Party in accordance with its terms.

Clause 9

OBLIGATIONS OF THE PARTIES

1. THE CLIENT

The Client shall;

- a) prior to the commencement of the Services, the Client shall appoint a Project Management Team who has authority to act for the Client in all aspects of the Services and to whom all communications shall be addressed;
- b) the Project Manager shall be responsible for the roles set out in Appendix "A";
- c) the Client shall furnish to the Consultant all pertinent data and information available to it within a reasonable time and shall give such assistance as shall be reasonably required by the Consultant for the carrying out of its duties under this Agreement; and
- d) the Client shall in such reasonable time as not to delay or disrupt performance by the Consultant of its Services under this Agreement give its decision on all sketches,

drawings, reports, proposals, recommendations and other matters relating to this Agreement and referred to it by the Consultant.

2. THE CONSULTANT

The Consultant shall:

- a) fully complete the tasks and provide the documentation and Deliverables set out in Appendix "A" to the reasonable satisfaction of the Client;
- b) exercise all reasonable skill, care and diligence in the discharge of its duties under this Agreement, and shall carry out all the responsibilities in accordance with both Government and international professional standards;
- c) provide all expert advice and skills normally required for the class of Services under this Agreement,
- d) in all professional matters, act as a faithful advisor to the Client and, in so far as any of its duties are discretionary, act fairly as between the Client and third parties;
- e) together with its staff, employees and attached specialists shall at all times abide by the laws and customs of Botswana;
- f) be required to replace any of its Personnel, if the Client determines that the Personnel concerned are not carrying out their duties in a manner that is in the best interests of the Client. The Client shall give reasons to the Consultant for such action provided that the Client approved the personnel concerned. The replacement shall have equivalent or better competencies, skills and qualification as the original Personnel. No additional remuneration shall be made for replacing such Personnel; and
- g) together with its Personnel nor the agents of either engage, either directly or indirectly, during the term of this Agreement, in any business or professional activities in Botswana which would conflict with the activities assigned to it under this Agreement;

Clause 10

PAYMENT TO THE CONSULTANT

1. The Consultancy Price is and shall not exceed the sum of United States Dollars One Hundred and twenty-five thousand, (USD 125,000.00) exclusive of Value Added Tax (VAT).
2. It is specifically agreed that the Client shall not be responsible for any costs or expenses incurred by the Consultant pursuant to this Agreement and that the Consultant shall only be entitled to the Consultancy Price.
3. Payment shall be made in accordance with the following payment schedule:
 - a) 50% percent of the Contract Price shall be paid upon submission of first-draft talking points and Q&As.
 - b) 50% percent of the Contract Price shall be paid on upon submission of First-draft of long-term communications plan.
4. The Consultant shall submit an invoice to the Client as these milestones are reached.

5. Payment shall be made within fifteen (15) days of the date of receipt of such invoice from the Consultant.
6. The Consultant shall be entitled, without prejudice to any other right or remedy, to receive interest on any late payment. Interest on late payments shall accrue at a rate of two percent (2%) per annum from the date such payment was due until and including the date of payment.

Clause 11

TAXATION

The Consultant and its sub-contractors shall pay all taxes on any moneys paid to them by the Client including but not limited to income tax or value added tax (VAT), as the case may be, and to that end, the Client shall be entitled to deduct and withhold from any fees due to the Consultant and its sub-contractors any money due as tax in accordance with the laws of the Republic of Botswana.

Clause 12

PROFESSIONAL INDEMNITY INSURANCE

The Consultant shall:

1. at the Consultant's sole expense, provide the Client with Professional Indemnity Insurance, from a reputable insurance company registered and operating in the Republic of Botswana.
2. take out and maintain, throughout the period from the Commencement Date until the expiration of five (5) months, proper Professional Indemnity cover in respect of the Consultant's business generally. The insurance may be limited per claim, but shall not be limited in any other respect provided that any such limit is not less than the Consultancy Price.
3. furnish to the Client, a valid certificate signed on behalf of the Consultant's insurers, stating that the above condition 12.2 is in force.

Clause 13

LIQUIDATED DAMAGES FOR DELAY

1. Any delay notice given by a Party shall be in writing and not backdated and shall be delivered by hand or by fax. The affected Party shall issue the delay notice to the other upon non-compliance of the schedule as per the agreed and signed detailed Project plan during project initiation stage.
2. The delayed Party may request for extension of time provided the total extension period for the whole Project shall not exceed ten (10) Days.
3. If the Consultant fails to complete the whole or any part of the Services within the specified time schedules inclusive of the extension period and such failure is not due to factors attributable in whole or in part to the Client, then the Client shall, without prejudice to its other remedies under this Agreement, be entitled to liquidated damages of Pula One Thousand, One Hundred and Fifty Seven, Twenty Thebe (P 1 157.20) for every Day or part thereof which shall elapse between the due completion date and the actual date of completion.
4. The Client shall deduct the amount of such damages from any moneys due or to be due to the Consultant up to a maximum of fifteen percent (15%) of the Consultancy Price.
5. The payment or deduction of such damages shall not relieve the Consultant from its obligation to complete the Services or from any other obligations and liabilities under this Agreement.

6. It shall be the responsibility of both Parties to take all reasonable precautions to minimise the effects of any delays.
7. Each Party shall keep a record of any delays. Reconciliation of all delays shall be done as and when required and, subject to dispute and the determination of such dispute, be approved as correct by the Parties. Upon completion of the Project the Parties shall reconcile the accumulated delays and shall, subject to any dispute and the determination thereof, apportion responsibility for any delays, as determined by the Parties.

Clause 14

CORRUPT OR FRAUDULENT PRACTICES

1. The Client reserves the right to debar the Consultant from providing services to the Government or from bidding on Government – related contracts if it has been determined that the Consultant has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement, in which case the Client may in writing terminate this Agreement for default.
2. For purposes of this Clause:
 - a) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection or procurement process, or in contract execution; and
 - b) “fraudulent practice” means a misrepresentation of facts in order to influence a selection or procurement process, or the execution of a contract to the detriment of the Client, and includes collusive practices amongst bidders (prior to or after bid submission) designed to establish bid prices at artificial and non-competitive levels and to deprive the Client of the benefits of free and open competition.

Clause 15

TERMINATION

1. Unless extended in writing in accordance with its terms, or earlier terminated pursuant to its terms, this Agreement shall terminate automatically on the stipulated five (5) months completion date.
2. The Client may terminate this Agreement at any time by giving the Consultant ten (10) Days written notice. In the event of such termination, all unbilled, accrued and unpaid fees and expenses payable to the Consultant at the time of the termination shall immediately become due and payable. The Client shall not be liable for any damages arising as a result of such termination.
3. The Consultant may terminate this Agreement at any time, if, after giving the Client ten (10) Days written notice of a material breach of the Agreement, the Client does not rectify such material breach within the said ten (10) Days of receipt of the notice or such other period as may be agreed.
4. a) Additionally, the Consultant may terminate this Agreement at any time by giving the Client ten (10) Days written notice in the event the Consultant reasonably determines that it is unable to complete the Services as a result of the Client’s inaction or delay in taking the necessary steps or actions to enable the Consultant to complete the Services including, without limitation, the Client’s inaction or delay in discharging its obligations.

- b) In such case, the Consultant's notice will describe the remedial actions required to be taken by the Client and the Agreement shall automatically lapse at the expiry of the ten (10) Days period unless the Client has taken sufficient remedial action by that date.
- 5. a) In the event of termination by either Party, the Client shall be entitled to receive all reports, data and analysis completed or in progress by the Consultant or its sub-contractor's at the time of termination.
 - b) In the event such termination, all unbilled, accrued and unpaid fees and expenses payable to the Consultant for its own account shall immediately become due and payable.
- 6. Notwithstanding the provisions of this Agreement the Client shall be entitled to immediately terminate this Agreement upon the occurrence of any of the following events:
 - a) the Consultant ceases to carry on business;
 - b) a resolution is passed for the liquidation of the Consultant;
 - c) the Consultant is placed under provisional or final liquidation;
 - d) a judicial manager is appointed to manage the affairs of the Consultant;
 - e) the Consultant enters into an arrangement or composition of its debts (including any voluntary arrangement as defined by the Insolvency Act of Botswana [Cap 42:02]);or
 - f) the Consultant commits an act of insolvency.
- 7. Termination, expiration or completion of this Agreement shall not prejudice any rights of either Party, which had arisen on or before the date of termination, expiration or completion.

Clause 16

a. TERMINATION FOR CONSULTANT'S DEFAULT

- 1. If the Consultant fails to deliver any or all Services, materials or work required to be delivered under this Agreement within the time period(s) specified in this Agreement or any work order issued thereunder, or if the Services, materials or work do not conform, in all respects, to the requirements set out in this Agreement, then the Client shall give the Consultant written notice describing the default and requesting that the default be rectified within ten (10) Days.
- 2. If the Consultant does not remedy the default to the satisfaction of the Client within the ten (10) Day period specified, the Client may serve notice in writing upon the Consultant terminating this Agreement with immediate effect.
- 3. Notwithstanding any other provision in this Agreement, if the Client is required due to this default, to re-tender for or to repro cure all or part of the Services, materials or work from others similar to that terminated, then the Consultant shall be liable to the Client for costs in excess of the Consultancy Price.
- 4. Any claim by the Client for damages arising out of default and termination shall be agreed between the Parties, failing agreement, shall be referred to litigation in accordance with this Agreement.

Clause 17

REMUNERATION

The remuneration of the Consultant charged to the Client shall constitute its only remuneration in connection with this Agreement and neither it nor its Personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration in connection with or in relation to this Agreement, or to the discharge of its obligations hereunder.

Clause 18

FORCE MAJEURE

1. Neither Party shall be liable for failure to perform under this Agreement if such failure is as a result of *Force Majeure*. For the purposes of this Agreement *Force Majeure* means an event which is beyond the reasonable control of a Party and which event makes a Party's performance under this Agreement impossible or so impractical as reasonably to be considered impossible under the circumstances.
2. *Force Majeure* shall not include:
 - a) any event which is caused by the negligence or intentional action of the Party claiming *Force Majeure* or such Party's sub-contractors or agents or employees, nor
 - b) any event which a diligent Party could reasonably have been expected to :
 - i) take into account at the time of the execution of this Agreement; and
 - ii) avoid or overcome in the carrying out of its obligations hereunder.
3. In the event that either Party is unable to perform an obligation under this Agreement on account of *Force Majeure*, such Party shall, upon the occurrence of the event consisting of a *Force Majeure*, notify the other Party within five (5) Days, of the nature and extent thereof.
4. During the period of such *Force Majeure*, the provisions of this Agreement shall be suspended and neither Party shall have any claim against the other by virtue of such *Force Majeure*.
5. The time schedules for the performance of the Services interrupted by such suspension shall be revised by mutual agreement when those Services are resumed.
6. Where both Parties agree that *Force Majeure* exists, either Party may terminate this Agreement if such *Force Majeure* extends for more than ten (10) Days. Notice of not less than five (5) Days of their intention to terminate this Agreement or part thereof shall be given by the terminating Party to the other Party.
7. In the event of such termination the Consultant shall be paid for work and Services carried out up to the date of notification.

Clause 19

CONFIDENTIALITY

1. The Consultant shall keep all the work and Services carried out hereunder for the Client entirely confidential and not use, publish, or make known, without the Client's prior written approval, any information developed by the Consultant in accordance with this Agreement or by the Client, to any persons other than personnel of the Parties to this Agreement. However, the foregoing obligations shall not apply to any information that was in the Consultant's possession prior to commencement of work and Services under this

Agreement, or which is trivial or obvious or which is or shall be made available to the general public, otherwise than by the Consultant, and provided further that this obligation shall in no way limit the Consultant's internal use of such information.

2. Any public presentation regarding the Client shall be made by the Client and any request made to the Consultant for information by the news media, or others, shall be referred to the Client. Additionally, the Consultant shall not reference the Client nor the work or Services performed for the Client without prior written approval, which approval shall not be unreasonably withheld.
3. Any information the Consultant considers as proprietary or confidential and which it has indicated or marked as proprietary or confidential shall be treated by the Client in the same manner as the Client treats its own proprietary or confidential information.
4. The Consultant further agrees to include the contents of this Clause in all sub-contracts entered into by the Consultant with sub-contractors for the performance of work under this Agreement.

Clause 20

COPYRIGHT

1. The deliverable report(s) and other creative work of the Consultant called for by this Agreement, including all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media (the "Deliverable Work") is being specially commissioned as work made for hire in accordance with the copyright laws of the Republic of Botswana. The Client is the sole proprietor of the Deliverable Work from the time of its creation and owns all right, title and interest therein throughout the work including, without limitation, the copyright and all related rights.

Clause 21

ASSIGNMENT

1. Neither this Agreement nor any duty or right hereunder shall be assigned by either Party without the prior written consent of the other, which consent shall not be unreasonably withheld.
2. In the event that the Consultant does assign any monies due or to become due to it hereunder, the Consultant shall provide the Client with two (2) copies of each and every assignment including electronic copies, and the media for such shall be agreed between the Parties.
3. The Consultant also agrees, notwithstanding the terms of any such assignment, that the Client may subject any payments to an assignee to set-off or recoupment for any present or future claim or claims which the Client may have against the Consultant.
4. The Client reserves the right to make direct settlements or adjustments, or both, with the Consultant under the terms of this Agreement and without notice to the assignee.
5. The Consultant shall indemnify and hold harmless the Client against any liability that may arise as a result of such assignment.

Clause 22

INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the Client, its officers, employees and agents against all claims, suits and losses, including reasonable attorneys fees, that are due to personal injury (including death) or property damage to the extent caused, or alleged by a claimant to have been caused, in connection with the performance of work and Services under this Agreement, from:
 - a) improper or defective work performed by the Consultant; or
 - b) negligent or wrongful acts or omissions of the Consultant.
2. The Consultant agrees to indemnify and hold harmless the Client, its officers, employees and agents against all claims, suits and losses, including reasonable attorney's fees that may arise from patent, trademark or copyright infringement, or the infringement of any other related intellectual property right, by the Consultant.
3. The Consultant further agrees to indemnify and hold harmless the Client in any action brought against the Client by the Consultant's employees seeking further compensation for claims covered or that should have been covered by the Consultant's worker's compensation scheme.
4. The obligations set out in this Clause shall survive the completion, expiration or termination of this Agreement.

Clause 23

LIABILITY OF THE CONSULTANT

1. In no event shall the Consultant be liable for unforeseeable, indirect, incidental or special damages, including but without limitation to, any loss of revenues or loss of profits, arising either directly or indirectly as a result of the performance of this Agreement or as a result of any act or omission by the Client in respect of the obligations of the Client in terms of this Agreement, including but not limited to a failure by the Client to provide the Consultant access to any information, system or facility in terms of Clause 28.
2. The Consultant shall be liable for the consequences of errors and omissions arising from negligence or wilful misconduct on its part or on the part of its employees. The Consultant shall at its own expense be solely responsible for remedying any such errors and omissions.
3. Except in case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultants, with respect to damage caused by the Consultant to the Clients property, shall not be liable to the Client for any direct loss or damage that exceeds:
 - a) the total payments for professional fees and reimbursable expenditure made or expected to be made to the Consultant hereto; or
 - b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever (A) or (B) is higher.
4. The Consultant shall be liable for loss, damage, or injury caused to third parties by any default attributable to the Consultant or its employees during the performance of the Services under this Agreement, and it shall take out and maintain adequate insurance in respect thereof.
5. The Consultant shall be liable for any violation of legal provisions or rights of third parties in respect of intellectual property rights in documents prepared by it.

Clause 24

GOVERNMENT PROPERTY

1. a) All Government property, including but not limited to information, equipment, facilities, fixtures, drawings, research writings or other information furnished to the Consultant by the Client for use in the performance of this Agreement shall at all times remain the property of the Government and shall not be re-allocated to any other work without the prior written consent of the Client.
- b) Upon completion, expiration or termination of this Agreement, or at such other times as the Client may direct, the Consultant shall return all such property at the Consultant's expense.
2. All reports, maps, drawings, notes, calculations, imagery, specifications, statistics and other technical data compiled or prepared by the Consultant in performing the Services shall become the property of the Government.

Clause 25

SUB-CONTRACTS

1. Any sub-contracts to be made by the Consultant relating to the Services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing, in advance, by the Client. The Consultant shall submit for the Client's prior approval, the terms of reference of any sub-contract and any amendment thereof. The Consultant shall not sub-contract the whole of the Project.
2. Notwithstanding such approval, the Consultant shall retain full responsibility for the efficient rendering of all the Services it is committed to render under this Agreement. It is agreed between the Parties that any such approval shall not relieve the Consultant from any liability or obligation under this Agreement and the Consultant shall be responsible for the acts, defaults and neglects of any sub-contractor, its agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Consultant, its agents, servants or workmen.
3. The Consultant, alone, shall be liable for payment to such sub-contractor for everything due to it in so far as any payments are due to it.

Clause 26

ALTERATION

No alteration, variation, cancellation, addition or amendment to, or deletion in this Agreement, including this Clause, shall be of any force or effect unless put in writing and signed for by both Parties.

Clause 27

NON-WAIVER

No failure, delay, relaxation or indulgence on the part of either Party in exercising any power or right conferred upon such Party in terms of this Agreement, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof, or the exercise of any other power or right under this Agreement.

Clause 28

ACCESS TO INFORMATION

1. The Client shall grant authorised persons of the Consultant access to all relevant information, systems and facilities reasonably required by authorised persons of the Consultant to perform the Services.
2. The Consultant shall ensure that access to such information is allowed only to users authorised by the Client.
3. The names and identity numbers of such authorised users shall be furnished to the Consultant in writing by the Client from time to time and the Consultant shall also furnish all names and identity numbers of authorised users in writing to the Client.
4. Changes to the access levels shall not be made without the prior written consent of the Client.

Clause 29

SETTLEMENT OF DISPUTES

Any dispute arising under this Agreement shall be dealt with as follows:

1. Amicable Settlement

The Parties shall use their efforts to settle amicably all disputes arising out of, or in connection with the application or interpretation of this Agreement.

2. Procedure for the settlement of disputes

The amicable settlement of disputes shall take place as follows:

- a) either Party shall notify the other Party of the dispute in writing, and propose recourse to an amicable settlement;
- b) the deadline for invoking amicable settlement procedures shall be fifteen (15) calendar days following the notification referred to in Clause 29 (2) (a). The maximum time limit for reaching an amicable settlement shall be thirty (30) calendar days following the notification referred to in Clause 29 (2) (a); and
- c) the time limit for responding in writing to a request or other requests allowed during the course of the proceedings shall be eight (8) calendar days from receipt of such requests. Where this time limit is not satisfied, the Party that made the request shall deliver a reminder. If no response has been received within eight (8) calendar days of the receipt of the reminder, the attempt to make an amicable settlement shall be deemed to have failed.

3. Litigation

- a) No dispute may be submitted to litigation unless amicable settlement procedures have been exhausted. Such remedies shall be deemed to have been exhausted if no final decision shall have been reached by the Parties within a period of thirty (30) calendar days as set out in Clause 29(2)(b) above.
- b) In the event that the Parties have exhausted the amicable settlement procedures, either Party may refer the matter to litigation to be decided in a court of competent jurisdiction within the Republic of Botswana.

Clause 30

DOMICILIUM CITANDI ET EXECUTANDI

The Parties choose as their *domicilium citandi et executandi* their respective addresses for all purposes arising out of or in connection with this Agreement, and at which addresses all the processes and notices arising out of or in connection with this Agreement, its breach or termination, may validly be served upon or delivered to the Parties.

FOR THE CLIENT:

Ministry Of Environment Natural Resources Conservation And Tourism
Department of Corporate Services
Private Bag BO 199
Gaborone
Botswana

Tel: +267 3914355

Fax: +267 3951092

FOR THE CONSULTANT:

The Co-Chief Executive Officer
42 WEST, LLC
1840 Century Park East, Suite 700
Los Angeles, CA 90067
Tel: 424.901.8800
Fax: 310.477.8442

Clause 31

SERVICE OF NOTICES

1. The Parties shall accept service of all documents, notices and processes in terms hereof at their *domicilium citandi et executandi* stipulated in Clause 30 of this Agreement.
2. Any notice or communication sent by either Party to the other shall be deemed to be received on the seventh (7th) day after the date of posting by registered post or on the date of delivery in the case of delivery by hand, or where such notice is transmitted by way of facsimile on the record date of the transmission of such facsimile provided such facsimile must be promptly confirmed by letter sent by mail.

3. Either Party shall be entitled to change the address specified by it in terms of this Agreement to any other address (not being a post office box or *post restante*) on not less than fourteen (14) calendar days prior written notice to the other Party.
4. It is specifically agreed that e-mail communications shall not be used for the service of notices.

Clause 32

SEVERABILITY

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the same shall not affect the remainder of this Agreement, which shall remain of full force and effect.

Clause 33

WARRANTY OF AUTHORITY

Each Party warrants to the other Party that it has the power, authority and legal power to sign and perform this Agreement, and that this Agreement has been duly authorized and constitutes valid and binding obligations on it in accordance with the terms of this Agreement.

Clause 34

ENTIRE AGREEMENT

1. This Agreement, including all Appendices, and other documents attached hereto and referred to herein, constitute the entire, integrated understanding and agreement between the Parties and supersedes any oral or prior written agreement with respect to the subject matter of this Agreement.
2. No representations, terms, conditions or warranties in respect of matters dealt with in this Agreement not contained in this Agreement shall be binding on the Parties.
3. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.
4. The following documents attached hereto shall be deemed to form, and be read and construed as an integral part of this Agreement namely:
 - a) Appendix A: Invitation to Tender;
 - b) Appendix B: Consultant's Proposal;
 - c) Appendix C: Delivery and Payment Schedule;
 - d) Appendix D: Letter of Offer;
 - e) Appendix E: Letter of Acceptance; and
 - f) Appendix F: Resolution of the Board of Directors

Clause 35

COSTS

Each of the Parties shall be responsible for its own legal costs of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

Clause 36

EXECUTION

The duly authorised representative of the Parties whose signatures appear below executes this Agreement.

THUS DONE AND EXECUTED IN GABORONE, BOTSWANA

Thisday of.....2016

FOR AND ON BEHALF OF THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA

.....
NAME SIGNATURE

(being authorised in this capacity as)

Witnesses: 1..... Name
SIGNATURE

2..... Name.....
SIGNATURE

THUS DONE AND EXECUTED IN LOS ANGELES, UNITED STATES OF AMERICA

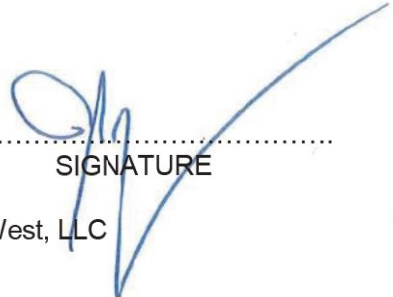
This 16th day of May 2019

FOR AND ON BEHALF OF 42 WEST, LLC

Allan Mayer

.....
NAME SIGNATURE

(being authorised in this capacity as Co-CEO of 42West, LLC



Witnesses: 1..... Name.....
SIGNATURE

2..... Name.....
SIGNATURE

APPENDIX F

Resolution of the Board of Directors

At a meeting of the Board of Directors of **42 WEST, LLC** held at Los Angeles on this 15th ay of May 2019 it was resolved:

that Allan Mayer in his capacity as Co-CEO of the Consultant be and is hereby authorised to sign this Agreement between the Government of Botswana represented by Ministry Of Environment Natural Resources Conservation And Tourism and **42 WEST, LLC**;

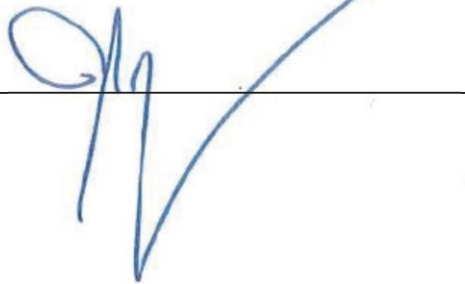
that the said Allan Mayer be and is hereby authorised, from time to time, to review this Agreement, renegotiate it with the Government of Botswana represented by the Ministry Of Environment Natural Resources Conservation And Tourism and sign for any amendments and/or adjustments as may be agreed by the Parties in accordance with the provisions hereof;

that in his/her sole and absolute discretion the said Allan Mayer be and is hereby authorised to appoint and mandate any representative(s) as may be necessary in consequence hereof.

Member, Board of Directors (designation)

Allan Mayer (name printed)

Signature: _____

A handwritten signature in blue ink, consisting of a stylized 'A' followed by a large, sweeping flourish that extends upwards and to the right.