

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 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. Name of Registrant MMGY Global, LLC	2. Registration Number 6492
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3. Primary Address of Registrant
7309 W. 80th Street, #400, Overland Park, KS 66204

4. Name of Foreign Principal State of Poland Foundation	5. Address of Foreign Principal 7 Jerozolimskie Avenue, 00-955 Warsaw POLAND
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6. Country/Region Represented
POLAND

7. Indicate whether the 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:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant
State of Poland Foundation
- b) Name and title of official(s) with whom registrant engages
Wlodzimierz Dola - President of the Foundation's Board of Directors

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.

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

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

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.

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"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. 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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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
2/1/2024	Misti Borchers	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 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 .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
MMGY Global, LLC

2. Registration Number
6492

3. Name of Foreign Principal
State of Poland Foundation

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? 08/16/2023
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide promotion and public relations for a special event in New York, NY to commemorate US and Poland cultural ties and good will.

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

Refer to above.

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 and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged 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, including political activities.

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

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, 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
08/16/2023-11/30/2023	State of Poland Foundation	Expense Reimbursement, Production Expenses, Professional Services	\$ 150,000.00
08/16/2023-11/30/2023	State of Poland Foundation	Expense Reimbursement, Production Expenses, Professional Services	\$ 60,000.00
08/16/2023-11/30/2023	State of Poland Foundation	Expense Reimbursement, Production Expenses, Professional Services	\$ 150,000.00
			\$ 360,000.00
			Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

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

Date	Recipient	Purpose	Amount/Thing of Value
See Appendix for Response			
			\$ 287,538.02
			Total

1 "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.

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.


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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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
02/01/2024	Misti Borchers	/s/Misti Borchers
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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
2/1/2024	Misti Borchers	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Appendix Response to Item 13

Item 13: During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal? If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
08/16/2023-11/30/2023	State of Poland Foundation	Freelance Expense	\$ 30,000.00
08/16/2023-11/30/2023	State of Poland Foundation	Postage	\$ 93.51
08/16/2023-11/30/2023	State of Poland Foundation	Travel/Expense Reimbursement	\$ 235,205.50
08/16/2023-11/30/2023	State of Poland Foundation	Production Expenses	\$ 14,243.01
08/16/2023-11/30/2023	State of Poland Foundation	Press Clipping Service	\$ 7,996.00



**SERVICES AGREEMENT
PRESENTED TO
STATE OF POLAND FOUNDATION**

**Prepared by
MMGY Global, LLC**

August 16, 2023



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SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is entered into and made effective as of August 16, 2023 ("**Effective Date**") by and between **MMGY NJF**, a division of **MMGY Global, LLC**, a Delaware limited liability company with offices at 360 Lexington Avenue, 10th Floor, New York, NY 10017 (hereinafter referred to as "**Agency**") and **State of Poland Foundation**, whose address is 7 Jerozolimskie Avenue, 00-955 Warsaw, Poland ("**Client**").

WITNESSETH

WHEREAS, Client desires to employ services available through the Agency; and WHEREAS, Agency is qualified and willing to render such services; The parties hereto agree as follows:

I. APPOINTMENT

Client hereby authorizes the Agency to act as its agent in accord with the terms stipulated in this Agreement. This Agreement becomes effective August 16, 2023 and shall remain in full force and effect until all services are complete and all payments promised under this Agreement have been received.

II. SCOPE OF SERVICES

Agency shall perform the following services on behalf of Client pursuant to any "Statement of Work" or "SOW". The SOW will be a mutually executed document containing the description of the Services, including but not limited to, the Deliverables, Project Schedule, Payment Schedule, acceptance criteria and other information applicable to the Services. The SOW for this Agreement is attached here as Exhibit A, and incorporated here by reference. Any additional SOWs and any amendments to SOWs may not be made except by a writing signed by both Agency and Client. In the event of any inconsistencies between the terms of a SOW and the terms of this Agreement, this Agreement shall govern, except for instances where the SOW specifically references a deviation from the Agreement, in which case the terms set forth in the SOW will prevail for that SOW only. Each SOW (as may be amended) taken together with the incorporated terms of this Agreement shall be a separately enforceable agreement.

III. AGENCY COMPENSATION

Client agrees to pay Agency for the services set forth for the services rendered in accordance with the payment schedule as provided in any applicable SOW.

IV. MATERIALS, SERVICES AND APPROVALS

Client shall provide Agency with written approval of all materials prior to their production, broadcast and/or issuance. These approvals shall be provided by Client in writing, and in a timely manner, via mail (either traditional or electronic) or facsimile.

Client may modify, reject, cancel, or stop any and all plans, schedules, or work in progress at any time by delivering written notice to Agency. In this event, however, Client will retain sole liability for all commitments made by Agency within the scope of this Agreement, prior to such

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action and reimburse Agency for all of Agency's charges and expenses for work begun with Client approval.

V. OWNERSHIP OF MATERIALS

All completed materials created and/or produced by Agency and accepted by Client shall become the property of Client upon receipt by Agency of payment in full for all services rendered by Agency pursuant to this Agreement.

Agency acknowledges that Client is the sole and exclusive owner of Client's intellectual property, including without limitation, trademarks, service marks, trade names and logos (collectively, the "Client Marks"). Agency agrees that it will not make any use of the Marks without Client's prior written consent. Agency further agrees and acknowledges that it shall not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of this Agreement or Agency's use of the Marks. Client hereby reserves all such rights not specifically granted hereunder.

Client acknowledges that Agency is the sole and exclusive owner of Agency's intellectual property, including without limitation, trademarks, service marks, trade names and logos (collectively, the "Agency Marks"). Client agrees that it will not make any use of the Marks without Agency's prior written consent. Client further agrees and acknowledges that it shall not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of this Agreement or Client's use of the Marks. Agency hereby reserves all such rights not specifically granted hereunder.

VI. INVOICING AND PAYMENT

Client shall be invoiced via email and agrees to make payments for all services provided under the terms of this Agreement in United States dollars.

Any invoice for which the Agency has not received payment within 30 days from the date of invoicing, shall be considered delinquent and shall be subject to an additional service charge computed at the rate of one and one-half percent (1.5%) per month. This provision shall not apply to invoiced amounts that Client has reasonable grounds to question, assuming such questions are submitted in writing by Client to Agency within ten (10) days of receipt of the appropriate invoice. Should delinquent invoices remain unpaid by Client 60 days past the due date, Agency reserves the right to immediately suspend all services on behalf of the Client until such time as payment is received.

Should it become necessary for Agency to institute collection proceedings for any work performed or advertising placed on behalf of Client during the effective dates of this Agreement, or otherwise authorized by Client, Client agrees to pay all costs incurred including reasonable attorney fees.

Client agrees to promptly reimburse Agency for any sales taxes Agency may be required to pay by law for performing services and/or producing materials on behalf of Client. Agency confirms that execution of this Agreement is exempted from any sales taxes.

VII. INDEMNITY; EXCLUSION OF DAMAGES; DAMAGE LIMITATIONS

Client agrees to indemnify and hold harmless Agency against any and all claims for loss, liability or damages arising out of, or in connection with, work done or to be performed by Agency for and on behalf of Client, including the cost of defending any legal action that may be brought or threatened against Agency arising out of the use of any advertising copy or materials furnished or approved by Client. Client further agrees to indemnify and hold harmless Agency from any and all claims, judgments or costs, including reasonable attorney's fees, that Agency may incur by reason of defending any claim or legal action in which Agency may become involved by reason of any contractual action taken on behalf of Client.

Agency agrees to indemnify and hold Client harmless against any and all claims for loss, liability or damages arising out of the use of any advertising copy or materials furnished by Agency without prior approval by Client. Agency further agrees to indemnify and hold harmless Client from any and all claims, judgments or costs, including reasonable attorney's fees, that Client may incur by reason of defending any claim or legal action in which Client may become involved by reason of any contractual action taken by Agency. For the sake of clarity, the Parties confirm that Client relies on professional expertise of Agency in performance of the Agreement and any approval by Client of any action recommended by Agency to Client does not create waiver of Agency liability.

To the fullest extent permitted by law, notwithstanding any other provisions of this Agreement, Agency shall not be liable to Client or anyone claiming by, through or under Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any manner related to services provided to Client by Agency or this Agreement from any cause or causes, including, but not limited to, any such damages caused by the negligence, errors or omissions, strict liability or breach of contract, or breach of any express or implied warranty, including, but not limited to, losses of profits, income, revenue, use, financing, business or reputation and losses of management or employee productivity or the services of such persons.

Notwithstanding any other provisions of this Agreement, and to the fullest permitted by law, the total liability, in the aggregate of Agency to Client and anyone claiming by, through or under Client for any and all claims, losses, costs or damages whatsoever, arising out of, resulting from, or in any manner relating to Services provided to Client by Agency or this Agreement for which Agency is responsible from any cause or causes, including but not limited to the negligence, errors or omissions, strict liability or breach of contract, or express or implied warranty of Agency shall not exceed the total compensation received by Agency under this Agreement for the applicable SOW which is the subject of Client's claim.

VIII. RESERVATION AS TO DUTIES

Agency expressly reserves the right to refuse to undertake any campaign, prepare any advertising material or publicity or cause the publication or broadcast of any advertisement or article which, in Agency's judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to Client's or Agency's interest. Nothing in this Agreement shall be construed as committing Agency to violate any lawful contractual commitments to media.

IX. CONFIDENTIAL INFORMATION



Any document provided to Agency by Client and designated in writing as containing confidential, proprietary or privileged information will not be disclosed to any third party, unless required by law, court order, or relevant regulation.

Agency shall not be responsible for the loss or destruction of any materials provided by the Client, or the inadvertent disclosure of confidential information, unless such loss, destruction, or disclosure is caused by Agency's negligence. In such an event, Agency shall not be responsible for an amount in excess of the aggregate amount of all fees paid to Agency for services performed pursuant to this Agreement.

X. NOTICE

The following individuals should be notified regarding any changes to, or questions regarding, this Agreement.

If to MMGY Global, LLC:

Julie Freeman
EVP & Managing Director
360 LEXINGTON AVENUE, 10TH FLOOR
NEW YORK, NY 10017
jfreeman@njfpr.com

With copy to:

Hugh McConnell
Chief Financial Officer
7309 W. 80TH ST.
SUITE 400
OVERLAND PARK, KS 66204
hmccconnell@mmgyglobal.com

If to Client:

Beata Sławińska
State of Poland Foundation
7 Jerozolimskie Avenue, 00-955 Warsaw, Poland
b.slawinska@stateofpoland.pl

XI. TRANSFER OF OWNERSHIP

Upon the termination of this Agreement and upon receipt by Agency of all amounts that have been invoiced or for which Agency is otherwise entitled from Client pursuant to this Agreement, Agency shall transfer, assign and make available to Client, or Client's representative, all property and materials in Agency's possession or control belonging to Client.

Agency shall also cooperate in transferring, with approval of authorized third parties, all reservations, contracts and arrangements with advertising media, or others, for advertising

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space or materials yet to be used and all related rights and claims, upon being duly released from such obligations. Agency time spent on transition activities including, but not limited to, the onboarding of new partners and packaging up Client files for transfer, are considered billable activity and will be estimated according to the Agency's standard rate card. Any incremental costs outside of standard fees will be provided in writing and approved in advance by Client.

Client shall own all rights to any advertising materials that are produced in finished form prior to the effective termination of this Agreement. Agency shall proceed promptly to complete production of any such materials during the notice period, and shall notify Client in case any production of any materials before termination of the Agreement might not be completed. However, at termination, any advertising concepts, layouts, sketches, mock-ups or other manifestations Client has not authorized Agency to produce shall remain the exclusive property of Agency, and Client shall be deemed to have released and assigned to Agency any copyright or other rights relating to such materials.

XII. GENERAL

Relationship of the Parties - Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

Entire Agreement - This Agreement and the Exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

Waiver and Modification - The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.

Severability - In the event any provision of this Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

Law and Venue - This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its choice or conflict of law provisions. Client hereby consents to exclusive jurisdiction and venue in the courts sitting in New York, NY. The prevailing party in any such dispute shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party, whether as claimant or counter-claimant. If any dispute between the parties arises out of any matter governed by this Agreement, each party will first attempt in good faith to reach a settlement through negotiation by its appointed representative.

Captions - Paragraph titles or captions contained herein are inserted only as a matter of convenience and for reference.

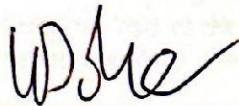
Drafter - No party will be deemed the drafter of this Agreement, and both parties acknowledge that they had sufficient time to have this Agreement reviewed by counsel and that this Agreement will be deemed to have been jointly prepared by the Parties. If this Agreement is

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ever construed, whether by a court or arbitrator, such court or arbitrator will not construe this Agreement, or any provision hereof, against any party as drafter.

Counterparts - This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile or other electronic transmission, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

The parties executed this Services Agreement on the date identified below.



Włodzimierz Dola, President of the Foundation's Board of Directors
State of Poland Foundation



Hugh McConnell, Chief Financial Officer
MMGY Global, LLC



EXHIBIT A – Statement(s) of Work

STATEMENT OF WORK

This Statement of Work ("SOW") is entered into and made effective as of August 16, 2023 ("Effective Date") by and between **MMGY NJF, a division of MMGY Global, LLC**, a Delaware limited liability company with offices at 360 Lexington Avenue, 10th Floor, New York, NY 10017 (hereinafter referred to as "**Agency**") and **State of Poland Foundation**, whose address is 7 Jerozolimskie Avenue, 00-955 Warsaw, Poland ("**Client**").

This SOW is governed by the terms and conditions of the Services Agreement between Agency and Client with an Effective Date of August 16, 2023.

I. Term:

Unless terminated earlier as provided herein, the term of this SOW shall commence on the SOW Effective Date (August 16, 2023) and continue through October 31, 2023. Any changes in fee or scope will be made by executing a new SOW signed by both parties.

II. Scope of Services

Objectives

Promote a special event in New York City on September 18 or 19, 2023 for the State of Poland Foundation and its partners to unveil plaques that will be presented to honor donors of 300 apple trees that were planted across New York City to commemorate U.S. and Poland cultural ties and good will. The agency will promote one event in Central Park and an event following the ceremony at a nearby upscale venue for approximately 100 people. The agency will be responsible for the public relations, including media and influencer engagement.

Services will be provided in stages. Each of the services described in the SOW will be assigned to Stage 1 or Stage 2

Public Relations

- Provide ongoing counsel and support to Client throughout planning process - 1
- Identify and propose event venues - 1
- Secure (book) event venue - 1
- Secure necessary permits from the City of New York - 1
- Create media and influencer lists - 1
- Create event invitation - 1
- Secure photographer and videographer - 1
- Track media/influencer attendance - 2

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- Design of all signage and other materials needed for both events and publicity purposes – 2
- Invite New York City and regional media to attend events - 2
- Select and invite influencers - 2
- Write and distribute press materials/press release - 2
- Conduct media outreach to secure event attendance and media coverage - 2
- Provide media follow up post-event -2
- Coordinate media interviews with Foundation executives -2
- Prepare social media posts - 2
- Production of all signage and other materials needed for both events and publicity purposes - 2
- Provide briefing book to Client (event concept, description, schedule, media profiles, etc.) - 2
- Provide Agency staff to be onsite for both events and to serve as liaison between media/influencers and Client – 2
- Create video highlights reel - 2
- Provide media coverage of both events and project report - 2
- Sample Media and Influencers include: Local/Regional New York Media (e.g., NY1, AM New York, Time Out NY, New York Post), Culture Media, Travel and Lifestyle Media, Lifestyle and Cultural Influencers, Local Polish Media

Estimated KPIs

- Write and distribute 1 press release
- Invite 20 journalists to attend event
- Secure 3-5 journalists to attend event
- Secure 2 interviews with local and regional media
- Secure 3-4 Influencers
- Secure 3 media placements - blogs, websites and online news media

Additional services not mentioned in this Scope of Work shall be estimated and performed upon the written authorization by the Client.

Detailed description of KPI constitutes Exhibit B hereof.

III. Fees and Payment Schedule

A) Project Cost

Client agrees to pay Agency two-hundred and twenty thousand dollars (US \$220,000) for Agency staff time and expenses devoted to development and execution of the project scope listed above.

Client agrees to reimburse Agency for additional project costs that exceed the agreed upon budget provided that Agency receives pre-approval from Client in writing (email acceptable) before incurring such costs.

B) Other Services

Any additional Agency services or changes in the scope as outlined under the Description of Services shall be estimated and approved by both parties under an additional Statement of Work. A change in services may necessitate a change in compensation

C) Payment Schedule

One-hundred and fifty thousand dollars (US \$150,000) shall be due and payable upon completion by Agency of first stage of works/services hereunder, as described in the status report provided for by Agency and accepted by Client, however not later than 8 September 2023.

Seventy thousand dollars (US \$70,000) shall be due and payable upon completion by Agency of all works/services hereunder, as described in the status report provided for by Agency and accepted by Client, however not earlier than 10 October 2023.

IV. Additional Terms and Considerations

A) Project Estimates

Additional detailed Project Estimates may be issued under this scope of work. In the event of any inconsistencies between the terms of a SOW and the terms of a Project Estimate, this Agreement and applicable SOW shall govern, except for instances where the Project Estimate specifically references a deviation from the Agreement, in which case the terms set forth in the Project Estimate will prevail for that Project Estimate only.

The parties executed this Services Agreement on the date identified below.



Włodzimierz Dola, President of the Foundation's Board of Directors
State of Poland Foundation



Hugh McConnell, Chief Financial Officer
MMGY Global, LLC

EXHIBIT B – Addendum**Budget Breakdown (Public Relations)**

Item	Cost
Agency Fees	\$73,000
Permits for Central Park (depends on final permit required by park)	\$25,000
Florals and Additional Decor	\$12,000
Transportation/Additional Security Needs	\$5,000
15-20 Apple Trees in pots	\$6,000
Signage: Flags, podium sign, name tags, etc.	\$5,000
Simultaneous Translator and Headsets	\$15,000
Photographer (AP)	\$8,000
Videographer	\$10,000
Influencer Honorarium	\$10,000
Travel	\$4,000
Contingency	\$47,000
TOTAL	\$220,000





**SERVICES AGREEMENT
PRESENTED TO
STATE OF POLAND FOUNDATION**

**Prepared by
MMGY Global, LLC**

September 4, 2023



A handwritten signature in black ink, appearing to be a stylized 'L' or 'A' followed by a horizontal line.

SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is entered into and made effective as of September 4, 2023 ("**Effective Date**") by and between **MMGY NJF**, a division of **MMGY Global, LLC**, a Delaware limited liability company with offices at 360 Lexington Avenue, 10th Floor, New York, NY 10017 (hereinafter referred to as "**Agency**") and **State of Poland Foundation**, whose address is 7 Jerozolimskie Avenue, 00-955 Warsaw, Poland ("**Client**").

WITNESSETH

WHEREAS, Client desires to employ services available through the Agency; and WHEREAS, Agency is qualified and willing to render such services; The parties hereto agree as follows:

I. APPOINTMENT

Client hereby authorizes the Agency to act as its agent in accord with the terms stipulated in this Agreement. This Agreement becomes effective September 4, 2023 and shall remain in full force and effect until all services are complete and all payments promised under this agreement have been received.

II. SCOPE OF SERVICES

Agency shall perform the following services on behalf of Client pursuant to any "Statement of Work" or "SOW". The SOW will be a mutually executed document containing the description of the Services, including but not limited to, the Deliverables, Project Schedule, Payment Schedule, acceptance criteria and other information applicable to the Services. The SOW for this Agreement is attached here as Exhibit A and incorporated here by reference. Any additional SOWs and any amendments to SOWs may not be made except by a writing signed by both Agency and Client. In the event of any inconsistencies between the terms of a SOW and the terms herein, this Agreement shall govern, except for instances where the SOW specifically references a deviation from the Agreement, in which case the terms set forth in the SOW will prevail for that SOW only. Each SOW (as may be amended) taken together with the incorporated terms of this Agreement shall be a separately enforceable agreement.

III. AGENCY COMPENSATION

Client agrees to pay Agency for the services set forth for the services rendered in accordance with the payment schedule as provided in any applicable SOW.

IV. MATERIALS, SERVICES AND APPROVALS

Client shall provide Agency with written approval of all materials prior to their production, broadcast and/or issuance. These approvals shall be provided by Client in writing, and in a timely manner, via mail (either traditional or electronic) or facsimile.

Client may modify, reject, cancel, or stop any and all plans, schedules, or work in progress at any time by delivering written notice to Agency. In this event, however, Client will retain sole liability for all commitments made by Agency within the scope of this Agreement prior to such

action and reimburse Agency for all of Agency's charges and expenses for work begun with Client approval.

V. OWNERSHIP OF MATERIALS

All completed materials created and/or produced by Agency and accepted by Client shall become the property of Client upon receipt by Agency of payment in full for all services rendered by Agency pursuant to this Agreement.

Agency acknowledges that Client is the sole and exclusive owner of Client's intellectual property, including without limitation, trademarks, service marks, trade names and logos (collectively, the "Client Marks"). Agency agrees that it will not make any use of the Marks without Client's prior written consent. Agency further agrees and acknowledges that it shall not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of this Agreement or Agency's use of the Marks. Client hereby reserves all such rights not specifically granted hereunder.

Client acknowledges that Agency is the sole and exclusive owner of Agency's intellectual property, including without limitation, trademarks, service marks, trade names and logos (collectively, the "Agency Marks"). Client agrees that it will not make any use of the Marks without Agency's prior written consent. Client further agrees and acknowledges that it shall not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of this Agreement or Client's use of the Marks. Agency hereby reserves all such rights not specifically granted hereunder.

VI. INVOICING AND PAYMENT

Client shall be invoiced via email and agrees to make payments for all services provided under the terms of this Agreement in United States dollars.

Any invoice for which the Agency has not received payment within 30 days from the date of invoicing, shall be considered delinquent and shall be subject to an additional service charge computed at the rate of one and one-half percent (1.5%) per month. This provision shall not apply to invoiced amounts that Client has reasonable grounds to question, assuming such questions are submitted in writing by Client to Agency within ten (10) days of receipt of the appropriate invoice. Should delinquent invoices remain unpaid by Client 60 days past the due date, Agency reserves the right to immediately suspend all services on behalf of the Client until such time as payment is received.

Should it become necessary for Agency to institute collection proceedings for any work performed or advertising placed on behalf of Client during the effective dates of this Agreement, or otherwise authorized by Client, Client agrees to pay all costs incurred including reasonable attorney fees.

Client agrees to promptly reimburse Agency for any sales taxes Agency may be required to pay by law for performing services and/or producing materials on behalf of Client. Agency confirms that execution of this Agreement is exempted from any sales taxes.

VII. INDEMNITY; EXCLUSION OF DAMAGES; DAMAGE LIMITATIONS

Client agrees to indemnify and hold harmless Agency against any and all claims for loss, liability or damages arising out of, or in connection with, work done or to be performed by Agency for and on behalf of Client, including the cost of defending any legal action that may be brought or threatened against Agency arising out of the use of any advertising copy or materials furnished or approved by Client. Client further agrees to indemnify and hold harmless Agency from any and all claims, judgments or costs, including reasonable attorney's fees, that Agency may incur by reason of defending any claim or legal action in which Agency may become involved by reason of any contractual action taken on behalf of Client.

Agency agrees to indemnify and hold Client harmless against any and all claims for loss, liability or damages arising out of the use of any advertising copy or materials furnished by Agency without prior approval by Client. Agency further agrees to indemnify and hold harmless Client from any and all claims, judgments or costs, including reasonable attorney's fees, that Client may incur by reason of defending any claim or legal action in which Client may become involved by reason of any contractual action taken by Agency. For the sake of clarity, the Parties confirm that Client relies on professional expertise of Agency in performance of the Agreement and any approval by Client of any action recommended by Agency to Client does not create waiver of Agency liability.

To the fullest extent permitted by law, notwithstanding any other provisions of this Agreement, Agency shall not be liable to Client or anyone claiming by, through or under Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any manner related to services provided to Client by Agency or this Agreement from any cause or causes, including, but not limited to, any such damages caused by the negligence, errors or omissions, strict liability or breach of contract, or breach of any express or implied warranty, including, but not limited to, losses of profits, income, revenue, use, financing, business or reputation and losses of management or employee productivity or the services of such persons.

Notwithstanding any other provisions of this Agreement, and to the fullest permitted by law, the total liability, in the aggregate of Agency to Client and anyone claiming by, through or under Client for any and all claims, losses, costs or damages whatsoever, arising out of, resulting from, or in any manner relating to Services provided to Client by Agency or this Agreement for which Agency is responsible from any cause or causes, including but not limited to the negligence, errors or omissions, strict liability or breach of contract, or express or implied warranty of Agency shall not exceed the total compensation received by Agency under this Agreement for the applicable SOW which is the subject of Client's claim.

VIII. RESERVATION AS TO DUTIES

Agency expressly reserves the right to refuse to undertake any campaign, prepare any advertising material or publicity or cause the publication or broadcast of any advertisement or article which, in Agency's judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to Client's or Agency's interest. Nothing in this Agreement shall be construed as committing Agency to violate any lawful contractual commitments to media.

IX. CONFIDENTIAL INFORMATION



Any document provided to Agency by Client and designated in writing as containing confidential, proprietary or privileged information will not be disclosed to any third party, unless required by law, court order, or relevant regulation.

Agency shall not be responsible for the loss or destruction of any materials provided by the Client, or the inadvertent disclosure of confidential information, unless such loss, destruction, or disclosure is caused by Agency's negligence. In such an event, Agency shall not be responsible for an amount in excess of the aggregate amount of all fees paid to Agency for services performed pursuant to this Agreement.

X. NOTICE

The following individuals should be notified regarding any changes to, or questions regarding, this Agreement.

If to MMGY Global, LLC:

Julie Freeman
EVP & Managing Director
360 LEXINGTON AVENUE, 10TH FLOOR
NEW YORK, NY 10017
jfreeman@njfpr.com

With copy to

Hugh McConnell
Chief Financial Officer
7309 W. 80TH ST.
SUITE 400
OVERLAND PARK, KS 66204
hmccconnell@mmgyglobal.com

If to Client:

Beata Sławińska
State of Poland Foundation
7 Jerozolimskie Avenue, 00-955 Warsaw, Poland
b.slawska@stateofpoland.pl

with copy to:

Marta Kaźmierczak
State of Poland Foundation
7 Jerozolimskie Avenue, 00-955 Warsaw, Poland
m.kazmierczak@stateofpoland.pl

XI. TRANSFER OF OWNERSHIP



Upon the termination of this Agreement and upon receipt by Agency of all amounts that have been invoiced or for which Agency is otherwise entitled from Client pursuant to this Agreement, Agency shall transfer, assign and make available to Client, or Client's representative, all property and materials in Agency's possession or control belonging to Client.

Agency shall also cooperate in transferring, with approval of authorized third parties, all reservations, contracts and arrangements with advertising media, or others, for advertising space or materials yet to be used and all related rights and claims, upon being duly released from such obligations. Agency time spent on transition activities including, but not limited to, the onboarding of new partners and packaging up Client files for transfer, are considered billable activity and will be estimated according to the Agency's standard rate card. Any incremental costs outside of standard fees will be provided in writing and approved in advance by Client.

Client shall own all rights to any advertising materials that are produced in finished form prior to the effective termination of this Agreement. Agency shall proceed promptly to complete production of any such materials during the notice period and shall notify Client in case any production of any materials before termination of the Agreement might not be completed. However, at termination, any advertising concepts, layouts, sketches, mock-ups or other manifestations Client has not authorized Agency to produce shall remain the exclusive property of Agency, and Client shall be deemed to have released and assigned to Agency any copyright or other rights relating to such materials.

XII. GENERAL

Relationship of the Parties - Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

Entire Agreement - This Agreement and the Exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

Waiver and Modification - The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.

Severability - In the event any provision of this Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

Law and Venue - This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its choice or conflict of law provisions. Client hereby consents to exclusive jurisdiction and venue in the courts sitting in New York, NY. The prevailing party in any such dispute shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party, whether as claimant or counter-claimant. If any dispute between the parties arises out of any matter governed by this Agreement, each party will first attempt in good faith to reach a settlement through negotiation by its appointed representative.




Captions - Paragraph titles or captions contained herein are inserted only as a matter of convenience and for reference.

Drafter - No party will be deemed the drafter of this Agreement, and both parties acknowledge that they had sufficient time to have this Agreement reviewed by counsel and that this Agreement will be deemed to have been jointly prepared by the Parties. If this Agreement is ever construed, whether by a court or arbitrator, such court or arbitrator will not construe this Agreement, or any provision hereof, against any party as drafter.

Counterparts - This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile or other electronic transmission, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

The parties executed this Services Agreement on the date identified below.



Włodzimierz Dola, President of the Foundation's Board of Directors
State of Poland Foundation



Hugh McConnell, Chief Financial Officer
MMGY Global, LLC



EXHIBIT A – Statement(s) of Work

STATEMENT OF WORK

This Statement of Work ("SOW") is entered into and made effective as of September 4, 2023 ("Effective Date") by and between **MMGY NJF, a division of MMGY Global, LLC**, a Delaware limited liability company with offices at 360 Lexington Avenue, 10th Floor, New York, NY 10017 (hereinafter referred to as "**Agency**") and **State of Poland Foundation**, whose address is 7 Jerozolimskie Avenue, 00-955 Warsaw, Poland ("**Client**").

This SOW is governed by the terms and conditions of the Services Agreement between Agency and Client with an Effective Date of September 4, 2023.

I. Term:

Unless terminated earlier as provided herein, the term of this SOW shall commence on the SOW Effective Date (September 4, 2023) and continue through September 30, 2023. Any changes in fee or scope will be made by executing a new SOW signed by both parties.

II. Scope of Services

Objectives

Coordinate a special event in New York City with attendance of high level Polish officials on September 18, 2023 for the State of Poland Foundation and its partners to unveil plaques that will be presented to honor donors of 300 apple trees that were planted across New York City to commemorate U.S. and Poland cultural ties and good will. The agency will coordinate one event in Central Park and an event following the ceremony at a nearby upscale venue for approximately 100 people.

Event Coordination

- Provide ongoing counsel and support to Client throughout planning process
- Coordinate all aspects of the Central Park event, including decor, symbolic trees, sound system, podium, security, etc.
- Coordinate post-ceremony event (catering, music, lighting, sound system, hostesses, entertainment, decor, etc.)
- Identify Polish store in New York City to help source dishes and beverages
- Work with the organization to ensure the plaques are used properly during the events
- Prepare a detailed run of show and event script
- Provide briefing to Client prior to events
- Provide sufficient Agency staff to be onsite for both events

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- Create event invitation and track attendance
- Produce all signage and other materials needed for both events
- Provide videographer to capture footage of events
- Provide post-event report
- Sample Media and Influencers include: Local/Regional New York Media (e.g., NY1, AM New York, Time Out NY, New York Post), Culture Media, Travel and Lifestyle Media, Lifestyle and Cultural Influencers, Local Polish Media

Additional services not mentioned in this Scope of Work shall be estimated and performed upon the written authorization by the Client.

III. Fees and Payment Schedule

A) Project Cost

Client agrees to pay Agency two-hundred ten thousand dollars (US \$210,000) for Agency staff time and expenses devoted to development and execution of the project scope listed above. One-hundred and fifty thousand (US \$150,000) shall be due and payable immediately upon signing this agreement due to timing of the project since all related expenses must be paid in full upfront.

The remaining sixty thousand dollars (US \$60,000) will be invoiced on September 19, 2023.

Client agrees to reimburse Agency for additional project costs that exceed the agreed upon budget provided that Agency receives pre-approval from Client in writing (email acceptable) before incurring such costs.

B) Other Services

Any additional Agency services or changes in the scope as outlined under the Description of Services shall be estimated and approved by both parties under an additional Statement of Work. A change in services may necessitate a change in compensation

C) Initial Payment

An "Initial Payment" is required upon execution of this SOW, after which the Agency will begin work. The Initial Payment required shall be one hundred and fifty thousand dollars (US \$150,000).

IV. Additional Terms and Considerations

A) Project Estimates

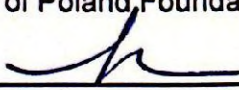
Additional detailed Project Estimates may be issued under this scope of work. In the event of any inconsistencies between the terms of a SOW and the terms of a Project

Estimate, this Agreement and applicable SOW shall govern, except for instances where the Project Estimate specifically references a deviation from the Agreement, in which case the terms set forth in the Project Estimate will prevail for that Project Estimate only.

The parties executed this Services Agreement on the date identified below.



Włodzimierz Dola, President of the Foundation's Board of Directors
State of Poland Foundation



Hugh McConnell, Chief Financial Officer
MMGY Global, LLC

EXHIBIT B – Addendum

Budget Breakdown (Events)

Item	Cost
Agency Fees	\$42,000
Venue Rental, Catering and Venue Costs + Tax and Gratuity	\$55,000
Staging	\$6,500
Sound equipment	\$10,500
Rentals: Tent with sides, chairs, carpeting, stanchions	\$70,000
Security	\$2,000
Videographer	\$10,000
Travel	\$4,000
Contingency	\$10,000
TOTAL	\$210,000

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PUBLIC RELATIONS ACTIVITY REPORT (AUGUST 16 - SEPTEMBER 6, 2023)

MMGY NJF was selected to promote a special event in New York City on September 18 for the State of Poland Foundation and its partners to unveil plaques that will be presented to honor donors of 300 apple trees that were planted across New York City to commemorate U.S. and Poland cultural ties and good will. The agency has been contracted to promote an event in Central Park and an event following the ceremony at a nearby upscale venue for approximately 100 people. MMGY NJF is responsible for the public relations, including media and influencer engagement.

To date, MMGY NJF conducted and completed the following activities that are associated with the tasks outlined in our contract for Phase 1:

- Hosted planning meetings with Foundation executives on August 30, September 5 and September 6 and daily emails on all aspects of planning process
- Provided ongoing counsel and support to the Foundation throughout planning process
- Identified more than 30 suitable event venues and contacted venues for availability; held conversations with venues to determine logistics
- Conducted site checks and provided available event venues to Client
- Secured and booked the Carlyle Hotel as the event venue for September 18
- Held multiple conversations with the Carlyle regarding logistics
- Conducted site check of Central Park and secured appropriate section of park for the event
- Petitioned and secured necessary permits from the City of New York
- Created comprehensive media and influencer lists (local/regional print, online and broadcast media, travel, lifestyle and cultural media, New York based Polish media)
- Created event invitation
- Created form for tracking media/influencer/VIP attendance
- Identified and secured photographer and videographer for both events
- Held initial briefing with photographer and videographer to explain program
- Briefed design team on signage and other materials needed for both events and publicity purposes

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