

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 PLUS Communications, LLC	2. Registration Number 7107
---	--------------------------------

3. Name of Foreign Principal  
stand with Ukraine

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? 09/16/2024
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
General communications consulting services, strategy, leadership, business development, and digital design, development and campaign management

---

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

General communications consulting services, strategy, leadership, business development, and digital design, development and campaign management.

---

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

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.

Engagement in communications consulting services and strategic campaign management through stakeholder outreach meetings, earned media, and paid advertising advocating for continued support from the U.S. government for Ukraine.

---

11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes  No

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> 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 

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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
---------------	-----------	---------	-----------------------

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> 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 

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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
------	-----------	---------	-----------------------

<sup>1</sup> "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.

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

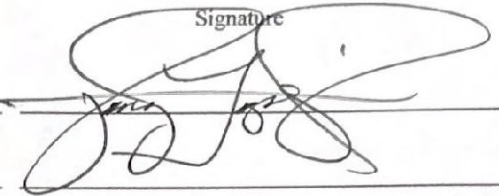
**EXECUTION**

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
10/08/2024	Danny Diaz	Sign /s/Danny Diaz
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

**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
10/7/24	Danny Diaz	
_____	_____	_____
_____	_____	_____
_____	_____	_____



## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is entered into as of September 16, 2024 (the "Effective Date"), by and between PLUS Communications LLC, a District of Columbia limited liability company (the "Company"), and Stand With Ukraine, a Canadian non-profit organization ("Client").

WHEREAS, Client desires to engage the Company to provide, and the Company desires to perform, certain services as more particularly described herein and in any Statement of Work ("SOW") that may be entered into from time to time pursuant to this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed as follows:

### **1. Nature of Services.**

(a) The parties agree that the Company may, in consultation with Client's team, or with its officers, directors or agents, provide general communications consulting services, strategy, leadership, business development, and digital design, development and campaign management, including coordinating the team to achieve specific goals, and keep the organization on track and message, build third-party support, and will provide regular strategic insight and lead a weekly call with the team (collectively, the "Services"). Client and Company understand and agree that the Services will be in support of the activities of Ukrainian and Canadian nationals associated with the Client.

(b) All Services to be rendered will be agreed to in advance and set forth in a separate Statement of Work ("SOW") which will detail the scope of the work to be completed, all estimated fees and expenses and billing and payment terms. Each SOW shall be incorporated as part of, and shall be subject to the terms of, this Agreement. SOW #1 is attached hereto. Any changes to the Services may be set forth in an addendum to a SOW but may also be communicated verbally or in a separate written communication.

(c) The Company may, at times and with the approval of Client, hire field teams or subcontractors to work under its direction, and Client will reimburse the Company for the cost of these field teams or subcontractors at agreed-upon rates. Said field teams and subcontractors will work on a month-to-month basis and their scope of work may change from time to time.

### **2. Compensation.**

(a) Fees; Payment. Client shall pay the Company the fees and other amounts specified in each SOW. For ongoing fees, compensation or retainers, Client will be billed on the 1<sup>st</sup> of every month; provided, however, if any Services begin mid-month, Client will be billed on a prorated basis for the first and last month of such Services. All fees are due and payable within 30 days. If Client does not pay such invoices within the specified timeframe, a late payment charge of one percent (1%) of the outstanding balance, accrued monthly, shall be charged, and the Company may suspend provision of Services until payment is made. All payments made by Client shall be without deduction or offset. Client will provide the Company with the manner and address for submitting invoices via email. If required, all invoices to Client will contain the purchase order number designated by Client. The Company reserves the right to adjust fees and rates from time to time in accordance with the Company's standard practices.

(b) Expenses. Client shall reimburse the Company for travel and other out-of-pocket expenses associated with the Services. Unless otherwise contemplated by an SOW, the Company will receive prior consent from Client before incurring travel and other out-of-pocket expenses.

(c) Taxes. Client shall be responsible for the payment of any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature assessed on the Services and any deliverables.

(d) Media Placement Services. In the event the Company is engaged to provide media placement services, if Client subsequently cancels a television/radio advertising placement reservation, the Company will employ its reasonable efforts to release the placement and the Client from any further financial obligation. In the event the Company is not successful in obtaining such a release, Client agrees that it will be responsible for any payments due from any third party.

**3. Term of Agreement.** This Agreement shall commence as of the Effective Date and shall automatically renew on a month-to-month basis unless terminated by either party. Either party may terminate this Agreement with or without cause upon thirty (30) days' prior written notice to the other party. Upon termination of this Agreement or any SOW for any reason, the Company shall be entitled to compensation in an amount equal to the Services completed which have been provided to Client under any SOW for which the Company has not yet been paid. Any termination of this Agreement by either party shall in no way result in the return of any compensation paid by Client to the Company under the terms of the Agreement.

**4. Representations.** Each party represents and warrants to the other party that (i) if it is a legal entity, it is duly organized, validly existing and in good standing in the jurisdiction in which it is organized, (ii) the execution and delivery of this Agreement has received all necessary approval, and it is under no impediment or limitation that would render it to be without legal authority to enter into a contract, (iii) the person signing below has full legal signature authority to execute this Agreement, and that such person is duly authorized to bind said legal entity, and (iv) this Agreement constitutes a valid and binding obligation enforceable against it in accordance with the Agreement's terms.

Each party understands and agrees that Services performed under the terms of this Agreement will be rendered in accordance with all applicable federal, state and local laws and regulations, including, without limitation, the Internal Revenue Code, the Gift Rules and Guidelines of the United States Senate and House of Representatives, the Standards of Ethical Conduct of Employees of the Executive Branch, and the Lobbying Disclosure Act of 1995, as amended, the Honest Leadership and Open Government Act, the Foreign Agents Registration Act, and all similar state and local laws and rules regarding the registration, reporting, and conduct of those engaging in lobbying and/or political activities. It is understood and agreed that no part of the fee, other compensation or expense reimbursements paid under this Agreement will be paid directly or indirectly to a government official or employee.

**5. Confidentiality.** All matters between the parties, including the provisions of this Agreement, are confidential and shall not be transferred, communicated, or delivered to a third party without the written authorization of the other party to this Agreement. The Company will assume that all information the Company receives from Client or concerning Client in the course of the Company's performance of Services is confidential information ("Information"). Likewise, any information that Client receives from the Company is confidential information. Information includes, but is not limited to written, computerized, oral, and any other transmitted or identified information. The parties acknowledge that the Information is highly proprietary and confidential, and that the disclosure of any such Information, beyond Client and the Company and their employees, agents, or independent contractors, is not authorized. Client, the Company and their employees, agents, or independent contractors will not, during or after the term of this Agreement, directly or indirectly, use, disseminate, or disclose to any person, firm, or other business entity for any purpose whatsoever, any Information that was disclosed to the Company in relation to the performance of Services. The parties will take all necessary and appropriate action to ensure that each employee, agent, or independent contractor who provides or is involved in the receipt of Services adheres to the confidentiality provisions of this Agreement. The parties agree that they will not disclose or use any Information, in any form, for any purpose other than to carry out the Services, without the express, written, and prior approval of the other party except where disclosure is required by law or court order. Notwithstanding the foregoing, Information shall not be deemed confidential if such information is (i) already

known to the other party free of any restriction at the time it is obtained, (ii) subsequently learned from an independent third party free of any restrictions; or (iii) is available publicly. The terms and conditions of this Section 5 shall survive any termination of this Agreement.

**6. Work Product.** Except for materials where any intellectual property rights are vested in a third party, such as photographic negatives, unused design visuals, color separations, printing plates, artwork, etc., in which case such rights shall remain the property of such third party, all finished materials prepared exclusively for and on behalf of Client, and paid for by Client, that Client uses at least once prior to the termination hereof or which Client indicates in writing to the Company during the term hereof as being specifically within the designated plans for adoption and exploitation by Client, shall be, as between the Company and Client, Client's property exclusively and will be given to Client at Client's request or upon termination or expiration of this Agreement pending payment by Client of all outstanding invoices.

**7. Non-Solicitation of Employees.** Client agrees that, without the express written consent of the Company to be obtained in advance, it shall not, directly, or indirectly, in any capacity whatsoever, whether as an employee, proprietor, director, stockholder, investor, partner, consultant, independent contractor, agent, representative, officer or otherwise, hire, engage, or induce, cause, persuade, or attempt to do any act or thing which would cause or induce any employee or independent contractor of the Company of any of its subsidiaries or affiliates to terminate his/her employment with or engagement by the Company, its subsidiaries or affiliates, or to violate the terms of any agreement between said employee or independent contractor and the Company or any of its subsidiaries or affiliates.

**8. Indemnification.**

(a) Client is responsible for the accuracy, completeness, and propriety of the information that it provides to the Company concerning Client's products, services, organization, and industry. Client is responsible for reviewing all publicity or other materials prepared by the Company under this Agreement and any engagement entered into in connection herewith to confirm that all statements and representations, direct or implied, reflected in the materials prepared by the Company are accurate and supportable by objective data then possessed by Client, and to confirm the accuracy and legal compliance of the descriptions and depictions of the products and services of Client and its competitors.

(b) Client will defend, indemnify and hold the Company, its affiliates, subsidiaries, and their respective managers, members, directors, officers, and employees (the "Indemnified Parties"), harmless from and against all losses, damages, liabilities, claims, demands, lawsuits, costs and expenses, including reasonable attorney's fees and expenses, that an Indemnified Party may incur or be liable for arising out of or in connection with this engagement. Client's obligations under this Section include payment by Client to the Company for all time charges and expenses (including reasonable attorney's fees and expenses) incurred by the Company or any Indemnified Party in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry served upon the Company or any Indemnified Party that relates to Client, its business or its industry that arises out of any litigation, proceedings or investigations involving Client. The Company will notify the Client of the Company's receipt of any notice or claim or demand or service of legal process involving any matter which the Client has agreed to hold the Company harmless; provided, however, the Company shall not be required to disclose any information to Client if such disclosure would, based on the reasonable advice of counsel, result in a waiver of any attorney-client or other legal privilege or contravene any applicable law or binding agreement, including any confidentiality agreement to which the Company or its affiliates or subsidiaries is party. The terms and conditions of this Section 8 shall survive any termination of this Agreement.

(c) Company will defend, indemnify, and hold the Client, its affiliates, subsidiaries, and their respective managers, members, directors, officers, and employees (the "Client Indemnified Parties") harmless from and against all losses, damages, liabilities, claims, demands, lawsuits, costs and expenses, including reasonable attorney's fees and expenses, that a Client Indemnified Party may incur or be liable for arising out of or in connection with Company's performance of the Services set forth in this Agreement and the SOW. Company's obligations under this Section include payment by Company to the Client for all

time charges and expenses (including reasonable attorney’s fees and expenses) incurred by the Client or any Client Indemnified Party in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry served upon the Client or any Client Indemnified Party that relates to Company, its business or its industry that arises out of any litigation, proceedings or investigations involving Company. The Client will notify the Company of the Client’s receipt of any notice or claim or demand or service of legal process involving any matter which the Company has agreed to hold the Client harmless; provided, however, the Client shall not be required to disclose any information to Company if such disclosure would, based on the reasonable advice of counsel, result in a waiver of any attorney-client or other legal privilege or contravene any applicable law or binding agreement, including any confidentiality agreement to which the Client or its affiliates or subsidiaries is party. The terms and conditions of this subsection shall survive any termination of this Agreement.

**9. Independent Contractor.** The parties acknowledge and agree that the Company’s performance of the Services under this Agreement shall be in the capacity of an independent contractor of the Client. Nothing in this agreement creates a joint venture, association, partnership, agency or other relationship between the parties or, except as specifically set forth herein, imposes any obligation or liability upon either of the parties based on such relationship.

**10. Non-Exclusive/Performance.** The Client understands that the Company is currently providing services to other individuals and entities and agrees that the Company is not prevented or barred from rendering services of the same nature or a similar nature to any other individual or entity. The parties acknowledge that this is not an exclusive agreement, and the Company may provide services to other individuals and entities without the prior consent of the Client if such services will not create an actual or apparent conflict of interest with the activities of the Client or conflict with the obligations of the Company pursuant to this Agreement.

**11. Force Majeure.** It is agreed that each party will be relieved of its obligations under this Agreement in the event, and to the extent, that performance of either party is delayed or prevented by any cause beyond its reasonable control and not caused by the party claiming relief. Each party agrees to use commercially reasonable efforts to resume the Services at the earliest possible time.

**12. Miscellaneous.**

(a) **Notices.** All notices contemplated or required to be given under this Agreement shall be sent by (i) personal delivery (effective upon delivery or refusal of delivery), (ii) nationally recognized overnight courier (effective one (1) business day after deposit with such courier), (iii) certified or registered mail, postage prepaid (effective three (3) business days after deposit in the mail), or (iv) email (effective when sent if during normal business hours on a business day, or if not sent during normal business hours on a business day, on the first (1<sup>st</sup>) business day thereafter) to the applicable address set forth below or at such other address as the party to whom such notice is to be given otherwise directs in writing in accordance with this Section.

<p>Company</p> <p>Attn: Mathieu Roskovensky</p> <p>Address: 3001 Washington Blvd, 7<sup>th</sup> Floor Arlington, VA 22201</p> <p>Phone: (202) 886-1221</p> <p>Email: <a href="mailto:Contracts@pluspr.com">Contracts@pluspr.com</a></p>	<p>Client</p> <p>Attn: <u>James C. Temerty C.M.</u></p> <p>Address: <u>22 St. Clair Ave East, suite 1500</u> <u>Toronto, ON</u></p> <p>Phone: _____</p> <p>Email: <u>jtem@temertygroup.com</u></p>
--	--

(b) Further Assurances. The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be reasonably necessary or appropriate to carry out any of the purposes of this Agreement.

(c) Entire Agreement. This Agreement, inclusive of any SOWs, contains the entire understanding between the parties and supersedes any and all other agreements, whether oral or written, between the parties hereto. No statements, promises, or inducement made by either party or agent of either party that are not contained in this written contract shall be valid or binding.

(d) Amendments. No amendments or modifications to this Agreement shall be binding upon either party unless made in writing and signed by both parties.

(e) Waiver. No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained.

(f) Severability. In the event anyone or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision which, being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

(g) Governing Law. This Agreement, the rights, and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by, and construed in accordance with the laws of the Commonwealth of Virginia.

(h) Dispute Resolution. If a dispute arises between the parties, each party agrees to negotiate in good faith to reach a mutually agreeable resolution. If after sixty (60) days the parties fail to reach such a mutually agreeable resolution, the parties may mutually elect to participate in non-binding mediation in such jurisdiction and before such mediator as the parties agree. The parties will share equally in the cost of such mediation. In the event mediation is not successful, the parties may pursue remedies available at law or equity and in accordance with the provisions of this Agreement. Without limiting the foregoing, each party acknowledges that it is waiving any right to have any such dispute resolved by jury trial.

(i) Assignment. This Agreement shall inure to the benefit of and be binding upon the Company and Client and their respective successors and permitted assigns. Client shall not assign this Agreement or any of its rights or delegate any of its duties hereunder without the prior written consent of the Company. The Company may assign this Agreement to a successor in interest in connection with a sale of the equity or assets of the Company, or the merger, reorganization or restructuring of the Company, in each case without the consent of Client. Any attempted assignment or delegation in violation of this Section 12(i) shall be void *ab initio*.

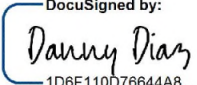
(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

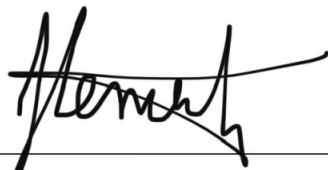
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date noted above.

- SIGNATURE PAGE TO FOLLOW -

**PLUS Communications, LLC:**

**Client:**

**By:**   
**Name:** Danny Diaz  
**Title:** Managing Partner  
**Date:** September 16, 2024

**By:**   
**Name:** James C. Temerty C.M.  
**Title:** Stand with Ukraine, President  
**Date:** September 16, 2024



**SOW #1**

This SOW #1 is entered into as of September 16, 2024 in conjunction with the Master Services Agreement (the "Agreement") by and between PLUS Communications LLC (the "Company") and Stand With Ukraine ("Client").

**SCOPE OF WORK/BUDGET**

Company is hereby retained media and stakeholder engagement, conduct weekly media monitoring, ad production, advertising, competitive intelligence as needed and third-party support.

Costs:

Strategic counsel/campaign management/earned media/ stakeholder engagement – \$60,000/month

Daily media monitoring – \$10,000/month

All other activities including creative, advertising, influencer paid social content and competitive intelligence will be approved by Client before activating.

Timeframe: September 16, 2024– January 31, 2025

Notwithstanding the foregoing, the above does not include any third-party costs and fees incurred by the Company and directly attributable to the Services, or administrative fees incurred in delivering the Services. Any third-party costs or fees would require approval by the Client before proceeding.

Additional Services pursuant to proposal to be priced separately:

**PLUS Communications, LLC:**

**Client:**

**By:**

DocuSigned by:

*Danny Diaz*

**By:**

**Name:**

Danny Diaz

**Name:**

James C. Temerty C.M.

**Title:**

Managing Partner

**Title:**

Stand with Ukraine, President

**Date:**

September 16, 2024

**Date:**

September 16, 2024