

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 Valcour, LLC	2. Registration Number 7373
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3. Primary Address of Registrant
 1629 K Street NW, suite 300, Washington, DC 20006

4. Name of Foreign Principal Republic of Serbia	5. Address of Foreign Principal 1333 16th Street NW Washington, DC 20036
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6. Country/Region Represented
 SERBIA

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
 Republic of Serbia Embassy to the United States
- b) Name and title of official(s) with whom registrant engages
 Vladimir Maric, Charge d'Affaires
 Marko Djuric, Foreign Minister

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
11/25/2024	Matthew Mowers	<input data-bbox="886 407 951 443" type="text" value="Sign"/> /s/Matthew Mowers
_____	_____	<input data-bbox="886 491 951 527" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 575 951 611" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 659 951 695" type="text" value="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
11/25/24	Matthew Mowers	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 Valcour, LLC	2. Registration Number 7373
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3. Name of Foreign Principal
Republic of Serbia

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? 11/15/2024
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

VALCOUR will provide strategic consulting services to the Republic of Serbia. For these services, the foreign principal will pay the registrant \$65,000 per month plus certain expenses.

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

VALCOUR will provide consulting services for strategic communications, public relations, government relations and other relevant affairs to promote the Republic of Serbia as the host of the International Exhibition EXPO 2027 Belgrade.

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.

The registrant's activities on behalf of the foreign principal are expected to include outreach to US government officials. Specifically, the registrant will promote the Republic of Serbia with regards to the International EXPO 2027 BELGRADE.

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
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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
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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
11/25/2024	Matthew Mowers	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Matthew Mowers
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 669" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 709 959 749" type="text" value="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
11/25/24	Matthew Mowers	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONSULTING AGREEMENT

THIS AGREEMENT (“Agreement”), executed this 15th Day of November 2024, by and between **Valcour, LLC**, a Limited Liability Company with offices at 1629 K Street NW, Suite 300, Washington, DC 20006 (“VALCOUR”), and **The Government of the Republic of Serbia** (“RS”). In consideration of the mutual promises and covenants set forth herein, and intending to be bound hereby, VALCOUR and RS agree to the following terms:

WHEREAS The Government of Serbia adopted the Conclusion SC No 00-459/2024 dated 14 November 2024 by which has the text of the Agreement on the provision of advisory services in the field of promotion of the Republic of Serbia and the International Exhibition EXPO 2027 BELGRADE is adopted and authorized ambassador of the Republic of Serbia to sign the Agreement,

1. VALCOUR’s Services

The RS does hereby retain VALCOUR to provide consulting services for strategic communications, public relations and other relevant affairs with promotion of the Republic of Serbia as the host of the International Exhibition EXPO 2027 Belgrade according to the terms set forth in this agreement.

2. Term of Contract

This agreement will be in effect from, November 15, 2024 through November 15, 2025. This agreement can be terminated by either party, with 30 days written notice being provided to the other party. Any fees and or expenses due at the time of termination shall be paid promptly.

3. Fees

In return for the performance of the services to be provided to RS by VALCOUR, RS agrees to pay VALCOUR a fee of \$65,000 per month, payable quarterly in advance by check or wire transfer. In addition, RS agrees to reimburse VALCOUR for all necessary expenses, expenses will require pre-approval from RS before they are incurred. All invoices to RS will detail any expenses incurred, expenses will be invoiced at cost. If services provided to RS by VALCOUR require airline travel, RS agrees that VALCOUR will utilize business-class airfare or private transportation, with pre-approval from RS.

RS shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by RS hereunder; provided, that, in no event shall RS pay or be responsible for any taxes imposed on, or

regarding, VALCOUR's income, revenues, gross receipts, personnel, or real or personal property or other assets.

Except for invoiced payments that RS has successfully disputed, all late payments shall bear interest at the lesser of the rate of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. RS shall also reimburse VALCOUR for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which VALCOUR does not waive by the exercise of any rights hereunder), VALCOUR shall be entitled to suspend the provision of any Services if the RS fails to pay any undisputed amounts when due hereunder and such failure continues for fifteen (15) days following written notice thereof.

4. Indemnification

RS shall indemnify and hold VALCOUR, its employees, directors, officers, agents, and volunteers harmless against and from any and all claims, demands, liabilities, actions, damages, costs, and expenses related thereto (including attorneys' fees, court costs, and other expenses of litigation) and all damages and liabilities of any kind or nature whatever, arising out of or attributable to the RS's negligence.

5. Notices

Notice of Termination under this Agreement shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the United States mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other.

6. Assignment

Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without the prior written consent of the other party.

7. Limited Warranty

VALCOUR warrants that it shall perform the Services in a timely, workmanlike and professional manner in accordance with generally recognized industry standards for similar services. VALCOUR's sole and exclusive liability and RS's sole and exclusive remedy for breach of this warranty shall be as follows: VALCOUR shall use reasonable commercial efforts to promptly cure any such breach, provided that if VALCOUR cannot cure such breach within a reasonable time (but no more than thirty (30) days) after RS's written notice of such breach, RS may, at its option, terminate the Agreement by serving written notice of termination in accordance with Sections 2 and 6. In the event the Agreement is so terminated, VALCOUR shall, within thirty (30) days after the effective date of termination, refund to RS any fees paid by RS as of the date of termination for the Services, less a deduction equal to the fees for receipt or use of such Services up to and including the date of termination on a pro-rated basis. The foregoing remedy shall not be available unless RS provides written notice of such breach within thirty (30) days after the delivery of the applicable Service. VALCOUR makes no warranties except for that provided in this section 9. All other warranties, express and implied, are hereby expressly disclaimed.

8. Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. VALCOUR agrees to assume exclusive liability for any and all taxes, assessment, levies or fines which may be deemed owed by it, or to any employee or contractor of VALCOUR as a result of performance of Services pursuant to this Agreement. It is understood and agreed that RS will not be responsible for the payment or withholding of federal, state, and/or local taxes, payroll taxes, social security taxes, health insurance, unemployment insurance, workman's compensation benefits, and other similar personnel costs incurred by VALCOUR in connection with this Agreement.

9. Non-Solicitation

During the Term and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement who is then in the employ of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for purposes of this Section, and the hiring of any employee or independent contractor who responds thereto shall not be a breach of this Section.

10. Exclusivity

VALCOUR may provide services and advice to other clients that does not create conflict of interest with the Services provided to RS under this Agreement in the sole discretion of VALCOUR.

11. Law Governing

This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. In no way does this or any provision herein waive either party's rights to challenge the in personam or subject matter jurisdiction of the court over the parties or matter which may arise.

12. Attorney Fees

In the event a suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys' fees.

13. Presumption

This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party unless such ambiguity exists such that a court must make such construction.

14. No Third-Party Beneficiaries

This Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

15. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not invalidate or otherwise affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were eliminated.

16. Titles and Captions

All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

17. Pronouns and Plurals

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.

18. Entire Agreement

This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

19. Modifications Must Be in Writing

This Agreement may not be changed orally. All modifications of this Agreement must be in writing and must be signed by each party.

20. Good Faith, Cooperation and Due Diligence

The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

21. Compliance

VALCOUR complies fully with all laws covering the representation of foreign principals and interests in the US, including but not limited to the Foreign Agents Registration Act (FARA). VALCOUR anticipates that it will register under FARA in connection with the work described in this Agreement, and RS acknowledges and agrees that VALCOUR's compliance with FARA will include public filings with the U.S. Department of Justice that will include the text of this Agreement, information on receipts and disbursements made under this Agreement, and details of certain activities undertaken pursuant to this Agreement. RS agrees to comply and assist VALCOUR in complying, fully with U.S. laws. RS agrees that the filing fees and legal expenses associated with VALCOUR's compliance shall be considered pre-approved necessary expenses to be reimbursed by RS as described in section 3 of this Agreement.

22. Counterparts

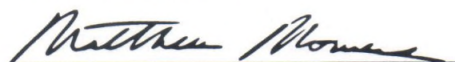
This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

23. Facsimile Signatures

Facsimile or scanned/email transmission of any signed original document, and the retransmission of any signed facsimile or scanned/email transmission, shall be the same as delivery of the original signed document. At the request of any party, a party shall confirm documents with a facsimile transmitted signature by signing an original document.

IN WITNESS THEREOF, the parties hereto have executed this Agreement in duplicate.

VALCOUR, LLC



Matt Mowers

President

Date: November 15 2024

REPUBLIC OF SERBIA



Vladimir Maric

Charge d'Affaires

Date: 15 NOVEMBER 2024