

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

weintraub Communications, LLC

2. Registration Number

7442

3. Name of Foreign Principal

Government of the Republic of Sierra Leone

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? 09/09/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Under the agreement, weintraub Communications, LLC, is providing communications support in the U.S. for the Government of Sierra Leone.

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

See Appendix for Response

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.

Activities aimed at amplifying Sierra Leone's public narratives in the U.S., particularly, but not limited to, about its efforts to expand its technology and innovation sector, strengthen its human capital and amplify its voice, policy recommendations and ideas within global institutions and forums and with other governments.

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

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 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

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 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

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

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
09/20/2024	Jeffrey weintraub	Sign /s/Jeffrey weintraub
_____	_____	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

9/20/2024

Jeffrey Weintraub



Appendix Response to Item 9

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

- Confer regularly with representatives of the Government of Sierra Leone (GoSL) to discuss about goals, background information, timing and logistical considerations that will inform its communications activities in the United States.
- Advise GoSL representatives about the U.S. media landscape with an emphasis on potential opportunities and challenges related to communicating about Sierra Leone's activities, policies and leadership.
- Offer recommendations about GoSL's public narratives in the U.S., particularly about its efforts to expand its technology and innovation sector, strengthen its human capital and amplify its voice, policy recommendations and ideas within global institutions and forums and with other governments.
- Provide detailed editorial feedback about any articles, speeches or other documents that will be part of GoSL's public communications in the U.S.
- Solicit and coordinate leading U.S. journalists to publish Op-Eds by or interview GoSL leaders.
- Solicit and coordinate opportunities for GoSL representatives to speak at events of relevant U.S. organizations, forums and stakeholders.



CONSULTANCY AGREEMENT

BETWEEN

PRUNEDGE SL LIMITED

AND

WEINTRAUB COMMUNICATIONS LLC



This Consultancy Agreement (the “**Agreement**”) is made this 9th Day of September, 2024.

BETWEEN

PRUNEDGE SL LIMITED, a limited liability company incorporated and registered in the Federal Republic of Nigeria whose office is at 19 Highbroaad Street, Murray Town Freetown Sierra Leone (hereinafter to as the "**Prunedge**") which expression shall where the context so admits, include its agents, assigns and successors–in-title) of the first part.

AND

WEINTRAUB COMMUNICATIONS LLC with registered address at located at 2010 Luzerne Ave., Silver Spring, Maryland 20910 USA (hereinafter referred to as “**Weintraub**” which expression shall where the context so admits include its subsidiaries, affiliates, successors-in-title and assigns) of the other part;

Prunedge and Weintraub are hereinafter referred individually as a “**Party**” and collectively as the “**Parties.**”

WHEREAS

- A. Prunedge is in the business of delivering integrated strategic services as well as technology solutions and services across Africa with subsidiaries in Nigeria and Sierra Leone.
- B. Weintraub is an integrated media and communications consultancy operating in the United States of America.
- C. Prunedge is engaged to provide digital transformation consultancy to the Client– the Ministry of Information Communications and Technology of the Government of Sierra Leone (the “**Client**”).
- D. Weintraub is being engaged by Prunedge to provide Communication and strategic media advisory to the Client as detailed in Schedule 1 to this Agreement within the timeline set out herein.
- E. Weintraub has agreed to provide the services and provision of the deliverables on to the Client on the supervision and behalf of Prunedge

NOW IT IS AGREED as follows:

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1. Definitions:

Confidential Information: information of commercial value, in whatever form or medium, disclosed by the party (or any of its Affiliates)to the other party (or any of its Affiliates).



Contract Price: means the fixed, all-inclusive price for the provision of the Services, Deliverables and Resources.

Intellectual Property Rights: all patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all and other intellectual property rights, in each case whether registered or unregistered and including all Software and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.

Services: the services to be provided by Weintraub under this Agreement and includes all reports, Documents, documentation and deliverables.

- 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.

2. SCOPE OF WORK

- 2.1. Weintraub shall provide the Services detailed in Schedule A to this Agreement, and also complete agreed deliverables.
- 2.2. Weintraub shall carry out the obligations under this Engagement as set out in Clause 2.1 in accordance with the Engagement Plan submitted to Prunedge.

3. WEINTRAUB'S OBLIGATIONS

Weintraub shall:

- 3.1. provide the Services in accordance with the agreed scope of works and the deliverables.
- 3.2. Provide weekly update on status to Prunedge and the Client and escalate any immediate delays or issues in writing.
- 3.3. carry out its duties and obligations under this Agreement with reasonable skill, diligence and expertise.



4. PRUNEDGE'S OBLIGATIONS

Prunedge shall provide in conjunction with the Client, relevant information as well as access to key stakeholders of the Client and GoSL as required for the achievement of the objectives of this Engagement.

5. DOCUMENTATIONS

- 5.1. Weintraub shall provide to Prunedge from time-to-time copies of the Documents containing sufficient up-to-date information and the deliverables.
- 5.2. It is the understanding of the Parties that all Intellectual Property Rights in the deliverables and documents under this Agreement shall be vested in Prunedge and the Client.

6. ACCEPTANCE

Reports and documents shall be deemed accepted upon circulation by Prunedge to the Client, and approval by the Client.

7. TERMS OF PAYMENT

- 7.1. Professional Fees. In consideration of Weintraub carrying out the Engagement, Prunedge shall pay to Weintraub the total sum of USD15,000 (Fifteen Thousand Dollars) in professional fees inclusive of taxes as Contract Price in the specified proportions and in accordance with the Payment milestone as set out in Schedule B of this Agreement.
- 7.2. Expenses. Professional fees do not include expenses directly incurred as a consequence of the Services. These expenses might include, but are not limited to: government registration filing fees, travel (transportation, lodging and meals), room rentals, printing, newswire distribution charges, special subscriptions, regulatory fees, etc. Weintraub shall do everything possible to avoid these additional expenses, or keep them to a minimum, and will seek the Client's prior approval of any expense over US\$100. Reference to Client under this clause shall refer to the Sierra Leone Ministry of Information and Civic Education. Prior approved and receipted expenses shall be compiled/addressed and circulated to the Sierra Leone Ministry of Information and Civic Education for payment.
- 7.3. Invoice for the Professional Fee shall be due within five (5) business days of submission.

8. CONFIDENTIALITY AND NON-CIRCUMVENTION

- 8.1. In relation to the Client and Prunedge Confidential Information:
 - a) Weintraub shall treat as confidential all Confidential Information of Prunedge supplied under this Agreement. Weintraub shall not divulge any such Confidential Information to any person except to its own employees if any and then only to those employees who need to know it for the Permitted Purposes. Weintraub shall ensure that its employees are aware of and comply with this Clause.



- b) this Clause shall remain in full force and effect in the event of any expiration termination of this Agreement.
- 8.2. The restrictions imposed by this Clause shall not apply to the disclosure of any Confidential Information that:
- a) is now in or hereafter comes into the public domain otherwise than as a result of a breach of this Clause;
 - b) before any negotiations or discussions leading to this Agreement was already known by the receiving party (or, in the case of Prunedge, any of its Affiliates) and was obtained or acquired in circumstances under which the receiving party was (or, in the case of Prunedge, Prunedge and its Affiliates were) not bound by any form of confidentiality obligation; and
 - c) is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the disclosing party to limit disclosure to such authorised person to the extent necessary) and after giving Prunedge proper and adequate notice of such process.
- 8.3. Weintraub shall notify Prunedge if any of its staff connected with the provision of the Services becomes aware of any unauthorised disclosure of any Confidential Information.
- 8.4. Weintraub may not refer to the Client or this Agreement in any publicity or advertising material without first obtaining Prunedge's written consent.
- 8.5. Weintraub acknowledges and agrees that for a period of five (5) years after the completion, expiration or termination of this Agreement, it shall not prospect, engage or undertake any business directly or indirectly with the Client introduced to it by Prunedge further to this Agreement. Breach of this Clause shall entitle Prunedge to 500% of the value of Contract Sum under this Agreement.
- 8.6. This Clause shall remain in full force and effect in the event of any termination or expiration of this Agreement.

9. WARRANTIES AND COMPLIANCE

- 9.1. Weintraub acknowledges that Prunedge has entered into this Agreement in reliance upon Weintraub's expertise.
- 9.2. Weintraub warrants and represents that it will perform the Services in a timely, reliable and professional manner, in conformity with Good Industry Practice.

10. ASSIGNMENT

- 10.1. This Agreement is personal to Weintraub and Weintraub shall not assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any or



all of its rights and obligations under this Agreement without the prior written consent of Prunedge (such consent not to be unreasonably withheld or delayed).

10.2. Weintraub shall ensure all its personnel for the Services comply with the provisions of this Clause and this Agreement.

11. COMPLETION

This Agreement shall commence on the Commencement Date and continue until the Services has been fully delivered and implemented.

12. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

13. REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives)

16. SEVERANCE

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

17. NO PARTNERSHIP OR AGENCY



- 17.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.
- 17.2. Weintraub shall, subject to any express restrictions imposed under this Agreement, have complete control of the Engagement and shall efficiently and competently direct and supervise its employees, agents and subcontractors, if any who are carrying out the Engagement.

18. NOTICES

Any notice required to be given hereunder shall be in writing and may be hand-delivered, sent by courier service or electronic mail addressed to the applicable Party's email address.

19. DISPUTE RESOLUTION

In the event of a dispute as to the validity, interpretation, effect, rights and or obligations of the Parties under this Agreement ("**Dispute**"), the Parties shall use their Reasonable Efforts to reach an amicable settlement of the Dispute, failing which, the Dispute shall be finally resolved by Courts in accordance with the laws of the State of Maryland.

20. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Maryland.



SCHEDULE A

SCOPE OF SERVICES AND DELIVERABLES

Weintraub will:

- Confer regularly with representatives of the Government of Sierra Leone (GoSL) to discuss about goals, background information, timing and logistical considerations that will inform its communications activities in the United States.
- Advise GoSL representatives about the U.S. media landscape with an emphasis on potential opportunities and challenges related to communicating about Sierra Leone's activities, policies and leadership.
- Offer recommendations about GoSL's public narratives in the U.S., particularly about its efforts to expand its technology and innovation sector, strengthen its human capital and amplify its voice, policy recommendations and ideas within global institutions and forums and with other governments.
- Provide detailed editorial feedback about any articles, speeches or other documents that will be part of GoSL's public communications in the U.S.
- Solicit and coordinate leading U.S. journalists to publish Op-Eds by or interview GoSL leaders,.
- Solicit and coordinate opportunities for GoSL representatives to speak at events of relevant U.S. organizations, forums and stakeholders.

Jeff Weintraub, Weintraub Communication's Principal, will carry out this Scope of Work.

Duration of Services

Weintraub Communications shall provide these services from August 13, 2024, through September 30, 2024.



SCHEDULE B

PAYMENT SCHEDULE

Payment Milestone	Description	Fee (NGN)
Milestone	Contract Sign- off	50% of Contract Price
Milestone 2	Upon completion of the Services	50% of Contract Price



IN WITNESS WHEREOF the undersigned parties acknowledge and agree to this Agreement

SIGNED by the authorized representative of the within named **WEINTRAUB COMMUNICATIONS LLC**

Name: Jeffrey Weintraub
 Signature: [Handwritten Signature]
 Designation: Principal
 Date: 9/10/2024

SIGNED by the authorized representative of the within-named **PRUNEDGE SL LIMITED**
Joel Ogunsola

Name: _____
 Signature: [Handwritten Signature]
 Designation: Director
 Date: 09/11/2024