

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

VS Global, LLC

2. Registration Number

7489

3. Name of Foreign Principal

Embassy of the Republic of Sudan

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? 11/06/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Registrant is providing services to the Embassy of the Republic of Sudan through Ballard Partners Inc. pursuant to a subcontract for professional services, which is attached to this exhibit.

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

The Registrant will assist the principal contractor in the provision of professional services to the foreign principal, including by advocating before the U.S. Government on issues identified by Sudan and keeping Sudan informed of developments on federal legislation and policies of interest to Sudan.

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 intends to advocate before the U.S. Government on issues identified by Sudan, which will likely constitute "political activities" under the Act.

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
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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 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
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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 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
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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
11/26/2024	Vinoda Basnayake	Sign /s/Vinoda Basnayake
_____	_____	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
11/26/24	Vinoda Basnayake	
_____	_____	_____
_____	_____	_____
_____	_____	_____

SUBCONTRACT FOR PROFESSIONAL SERVICES

This Agreement is made between BALLARD PARTNERS, INC., located at 601 13th Street, NW, Suite 250S, Washington, D.C. 20005 ("Ballard"), and VS GLOBAL, LLC, located at 1201 Connecticut Ave., NW, Suite 600, Washington, D.C. 20036 ("VSG"). Ballard and VSG are sometimes referred to herein individually as "a Party" and collectively as "the Parties."

WHEREAS, Ballard has entered into an agreement to provide certain professional services to the Embassy of the Republic of Sudan ("Sudan"); and

WHEREAS, Ballard desires to avail itself of the expertise and services of VSG in performing those services, and

WHEREAS, VSG desires to make its expertise and services available to Ballard for such purpose, upon the terms and conditions below;

NOW, THEREFORE, the Parties agree as follows:

1. CONSULTING SERVICES.

(a) VSG agrees to assist Ballard in providing consulting services to Sudan, which shall include advocating before the United States Government on issues identified by Sudan and keeping Sudan informed of developments on federal legislation and policies of interest to Sudan ("the Services").

(b) VSG will devote such portion of its time and energies as are necessary to perform the Services and will perform the Services in an efficient, expeditious, professional, and skillful manner. VSG shall be responsible, at VSG's own expense, for complying with all federal, state, and local laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements applicable to the Services to be performed by VSG during the term of this Agreement, including the Foreign Agents Registration Act.

2. TERM AND TERMINATION.

(a) The term of this Agreement shall commence on November 1, 2024, and, unless terminated in accordance with Section 2(b), shall continue in effect through April 14, 2025. This Agreement may be extended by mutual written consent of the Parties.

(b) A Party may terminate this Agreement, with or without cause, by giving the other Party thirty (30) days' written notice. In the event of any such termination, VSG shall be entitled to receive the fee described in Section 3 hereof, prorated for the actual number of days during which the Agreement was in effect, as well as any expenses incurred in accordance with Section 3(b) prior to the effective date of the termination.

(c) Sections 2(c), 4, 5, 6, 8(b), and 9 through 16 shall survive indefinitely the expiration or termination of this Agreement.

3. COMPENSATION.

(a) Fee. For performing the Services, Ballard shall pay VSG a total of ONE HUNDRED AND TWENTY THOUSAND Dollars (\$120,000), with payment to be made in five (5) equal installments. The first installment payment shall be due upon execution of this Agreement, and the remaining installments shall be due, respectively, on December 15, 2024, January 15, 2025, February 15, 2025, and March 15, 2025. The Parties understand and agree that VSG's payment is contingent on Ballard being paid the full amount owed to it under the terms of its consulting agreement with Sudan. In the event that Ballard receives less than the full amount under its agreement with Sudan, or is required to refund any of the amount received, to assure that the ratio of the amount received and retained by Ballard to the amount received and retained by VSG remains constant, Ballard's payments to VSG shall be reduced and amounts already paid shall be refunded to Ballard as necessary.

(b) Expenses. The fee set forth in Section 3(a) includes all out-of-pocket costs incurred in connection with the representation of Sudan, except that, if the representation requires non-local travel by VSG, or some other extraordinary expenses, such amount may be reimbursed, but only with Ballard's prior written approval. Ballard shall pay any such pre-approved expenses within thirty (30) days of its receipt of an invoice from VSG.

4. CONFIDENTIALITY.

(a) Absent the written prior approval of Ballard, VSG shall not directly or indirectly divulge, furnish, make accessible, or permit the disclosure to anyone (other than Ballard or persons employed or designated by Ballard) any knowledge or information of any type whatsoever about Ballard or Sudan acquired in the course of this Agreement, whether disclosed orally or visually and whether stored on any tangible medium ("Confidential Information"). VSG shall use its best efforts to safeguard any Confidential Information using at least as great a degree of care as it uses to safeguard its own Confidential Information so as to ensure that no unauthorized person shall have access to it, and that no unauthorized persons shall have access to make copies of such Confidential Information. VSG shall advise Ballard immediately in the event it learns or has reason to believe that any unauthorized person has had access to the Confidential Information, or that any person who has had access to the Confidential Information has violated or intends to violate the terms of this Agreement.

(b) The term Confidential Information includes but is not limited to all originals, recorded and unrecorded copies of such Confidential Information, as well all written or audio materials obtained, generated, produced, or otherwise acquired during the course of the Services, including but not limited to any notes, charts, lists, computer files, electronic mail messages, phone logs or other memoranda, whether handwritten, typed, or otherwise created. Information shall be Confidential Information even if no legal protection has been obtained or

sought for such information under applicable laws and whether or not VSG has been notified that such information is the Confidential Information of Ballard or Sudan. The term Confidential Information does not include any information that (i) either at or after the time of disclosure was or became publicly available or a matter of public knowledge without a breach of this Agreement; (ii) was provided to VSG by a third party who did not breach any law or contract obtaining or providing such information; (iii) has been lawfully independently acquired or developed by VSG; (iv) was in the lawful possession of, or known by, VSG prior to entering into this Agreement; or (v) was disclosed pursuant to a requirement of law, including but not limited to information subject to reporting and disclosure under the Foreign Agents Registration Act, or in response to a court order, subpoena or action of governmental authority.

(c) VSG shall not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial action or other lawfully compelled disclosure, provided VSG promptly notifies Ballard after such need becomes known and, if requested, uses its best efforts to assist Ballard to contest such disclosure.

(d) VSG shall not communicate with any member of the news media, including without limitation print, broadcast and digital media, regarding any aspect of this Agreement, without the express prior written approval of Ballard.

(e) Upon termination of this Agreement or upon Ballard's request, VSG shall return all Confidential Information to Ballard, regardless of the form in which it appears or is stored, and VSG shall not retain any copy thereof without Ballard's written authorization.

5. OWNERSHIP OF WORK PRODUCT. All materials, products, deliverables, and other work product that VSG creates in VSG's performance of the Services ("the Materials") shall be a work made for hire under United States copyright, trademark, and patent laws ("Intellectual Property Laws"). In the event that a court of competent jurisdiction conclusively concludes that the Materials are not, in fact, a work made for hire, then VSG irrevocably grants, transfers, and assigns to Ballard all right, title and interest (including intellectual property rights) in and to the Materials. VSG understands and agrees that Ballard is the exclusive owner of the Materials and all rights and interests in the Materials and that VSG retains no rights whatsoever in and to any of the Materials. Accordingly, VSG agrees that VSG will not use, directly or indirectly, any version of the Materials at any time and in connection with any project, including but not limited to promotional, marketing, or advertising activities or purposes, unless such use is made in the course of performing the Services. The Materials shall also be deemed to be Confidential Information under Section 4 of this Agreement. For the avoidance of doubt, the Materials shall not include inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, techniques, and trade secrets made or conceived or reduced to practice by VSG before the date of this Agreement or otherwise outside of its performance of the Services.

6. INDEPENDENT CONTRACTOR. VSG shall perform the Services as an independent contractor with respect to Ballard, and nothing in this Agreement shall create, or be deemed to create, any relationship of either employer and employee or master and servant between Ballard and VSG. As an independent contractor, VSG shall be responsible for payment of all applicable obligations to state and/or federal governmental agencies, including but not limited to income tax, unemployment tax, and business registration fees. VSG shall not have the authority to enter into contracts on behalf of Ballard except insofar as Ballard authorizes in advance in writing.

7. SUBCONTRACTORS. VSG may not hire or utilize subcontractors to perform any part of the Services, except as agreed to by the Parties.

8. OTHER CONSULTING SERVICES.

(a) VSG may provide consulting services to other individuals or entities, provided that other such consulting services shall not present a conflict with the interests of Sudan or prevent VSG from providing the Services.

(b) VSG shall not use any resources of Ballard or SUDAN in connection with its work for any individual or entity other than Ballard or SUDAN.

9. INDEMNIFICATION.

(a) VSG shall indemnify and hold harmless Ballard, its directors, officers, employees, agents, and affiliates from and against any and all rights, claims, demands, causes of action, losses, liabilities, obligations, damages, and expenses (including attorneys' fees and expenses), which they may incur or be obligated to pay in any action, claim, or proceeding by any third party against them or any of them, or in which Ballard or its directors, officers, employees, agents, or affiliates are made witnesses, for or by reason of either a breach of this Agreement or negligence or other misconduct by VSG, its directors, officers, employees, agents, and affiliates. The preceding shall not apply to the extent Ballard is adjudged to have acted with respect to the same matter in breach of this Agreement or with negligence or other misconduct.

(b) Ballard shall indemnify and hold harmless VSG, its directors, officers, employees, agents, and affiliates from and against any and all rights, claims, demands, causes of action, losses, liabilities, obligations, damages, and expenses (including attorneys' fees and expenses), which they may incur or be obligated to pay in any action, claim, or proceeding by any third party against them or any of them, or in which VSG or its directors, officers, employees, agents, or affiliates are made witnesses, for or by reason of either a breach of this Agreement or negligence or other misconduct by Ballard, its directors, officers, employees, agents, and affiliates. The preceding shall not apply to the extent VSG is adjudged to have acted with respect to the same matter in breach of this Agreement or with negligence or other misconduct.

10. ASSISTANCE WITH GOVERNMENT INQUIRY. VSG shall provide, in a timely manner, all documents and services, including personal services, reasonably necessary to assist Ballard in connection with any audit, inquiry or investigation of Ballard by any government agency or authority in connection with any matter relating to compliance with federal or state laws relating to the Services.

11. ASSIGNMENT. The rights and obligations of VSG under this Agreement may not be sold, transferred, assigned, or pledged by VSG.

12. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of laws rules. The Parties shall use their best efforts to conform this Agreement to any intervening changes of law.

13. RESOLUTION OF DISPUTES. In the event a dispute arises concerning the meaning of a term or condition of this Agreement or concerning either Party's performance of its obligations under this Agreement, the Parties shall use their best efforts to resolve the dispute amicably, including by meeting or teleconferencing at the earliest possible time. If such efforts fail to resolve the dispute, the Parties shall arbitrate the dispute by utilizing the services, rules, and procedures of the American Arbitration Association (AAA) governing commercial disputes. In any such proceeding each Party shall bear its own costs and shall divide equally the costs of AAA and the arbitrator for their services. The arbitrator shall have authority only to interpret and apply this Agreement and shall not have authority to vary its terms and conditions. The arbitrator's award shall be final and binding on the Parties, except that either Party may seek judicial relief for any alleged failure by the arbitrator to adhere to the preceding sentence, and either Party may also seek judicial relief to enforce an award if necessary.

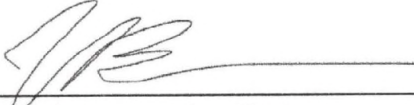
14. SEVERABILITY. The invalidation of any portion of this Agreement shall not affect the validity of any other portion. In the event that any portion of this Agreement is held to be invalid, the remaining parts shall be in full force and effect as if they had been executed by both Parties subsequent to the invalidation of that portion.

15. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the Parties and supersedes and terminates all prior agreements between the Parties relating to its subject matter. It may be changed only by mutual agreement in writing.

16. NOTICES. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed effective when delivered in person or sent by email, in the case of Ballard, to Jasmine Zaki, jzaki@ballardpartners.com; and in the case of VSG, to Vinoda Basnayake, vinoda@vsglobal.com; or to such other person or email address specified in writing by either Party to the other. Notice shall be effective with respect to email when it enters the information processing system designated for receipt of electronic communications.

17. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts will together constitute one and the same instrument. Signatures delivered by PDF will be effective for all purposes.

IN WITNESS WHEREOF, Ballard and VSG each has caused this Agreement to be signed by its duly authorized representative and effective as of the date listed in Section 2.

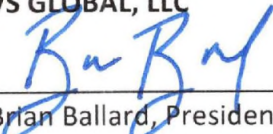


Vinoda Basnayake, Chairman

VS GLOBAL, LLC

11/1/24

Date



Brian Ballard, President

BALLARD PARTNERS, INC.

11/6/2024

Date