

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 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 Zell & Associates International Advocates LLC	2. Registration Number 7517
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3. Name of Foreign Principal Republika Srpska
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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, and the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 10/01/2025

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The nature and method of performance of the agreement remain unchanged from the prior agreement previously disclosed in the Registration Statement.

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

The activities in which the Registrant engages or proposes to engage on behalf of the foreign principal are unchanged from those previously disclosed in the Registration Statement.

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.

The political activities to be undertaken are unchanged from those previously disclosed in the Registration Statement and accompanying Appendix to Item 10. As previously reported, such activities include efforts intended to influence U.S. government officials and segments of the U.S. public with respect to matters affecting the foreign principal's political and public interests, policies, and relations with the United States.

11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, including 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 register<sup>3</sup> to the date of registration 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 register<sup>4</sup> to the date of registration 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
12/22/2025	L. Marc Zell	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/L. Marc Zell
_____	_____	<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="889 709 959 753" 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

12/22/2025

Marc Zell





# ZELL & ASSOCIATES

INTERNATIONAL ADVOCATES LLC

AN AFFILIATE OF FANDZ INTERNATIONAL LAW GROUP

International Attorneys & Notaries

1 October 2025

**VIA ELECTRONIC MAIL**

Ministry for European Integration and  
International Cooperation of the  
Republic of Srpska  
Honorable Zlatan Klokic, Minister  
Trg Republike Srpske 1  
78000 Banja Luka  
Republika Srpska

Attention Nemanja Kovacevic, Email [REDACTED]

RE: REVISED ENGAGEMENT AGREEMENT

LEGAL AND GOVERNMENT RELATIONS IN THE UNITED STATES

The law firm of Zell & Associates International Advocates LLC, together with BSI Public Affairs, Inc. and BSI International Consulting, in cooperation with our affiliated companies in Washington, D.C. (collectively the "Law Firm") is pleased to submit this revised Engagement Agreement ("Agreement") for representing the Republika Srpska ("RS" or the "Client") through its Ministry for European Integration and International Cooperation, in the United States of America as described immediately below.

1. **Client**

For purposes of this engagement, our client will be RS, through its Ministry of European Integration and International Cooperation.

2. **Scope of Engagement**

(a) The principal objectives of this engagement are:

- i. To create and promote a dialogue between RS and the United States Administration aimed at improving relations between RS and its leadership and the United States in light of the evolving geo-political conditions affecting the Western Balkans and Eastern Europe caused, among other things by the ongoing Ukrainian-Russian War and its

**New York | Washington, D.C. | Toronto | Moscow | Tallinn**

New York Office : 1345 Ave. of the Americas | New York, NY

10105 | Tel.: (212)-971-1349 | Fax: (212)-253-4030 |

[mzell@fandz.com](mailto:mzell@fandz.com)

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possible termination as well as more decent political and demographic changes that are taking place in Europe, the Middle East and beyond.

- ii. To promote the public re-examination of the Dayton Peace Accords (“DPA”) within the United States following 30 years of practical experience under the DPA, focusing particularly on Annex 10 of the DPA, relating to the role, recommendations and decisions of the High Representative.
  - iii. To provide legal advice and consultation relating to pending and future legal proceedings both within Bosnia-Herzegovina, the European Court of Human Rights and other national, regional and international tribunals.
- (b) This engagement will be subject to United States legislation regarding Western Balkans Stabilization, if applicable, including EO 114033, Office of Foreign Assets Control within the Department of the Treasury and Financial Crimes Enforcement Network directives, but this engagement will not include representation of the Client in any pending or future proceedings under such regime. United States law also requires any person or entity who acts for a “foreign principal” to register with the Department of Justice (“DOJ”) as a foreign agent on behalf of the Client, who is a foreign principal within the meaning of the Foreign Agents Registration Act (“FARA”), 22 U.S.C. §§611-621.
- (c) The Firm as undertaken to advise and represent RS and work with its designated representatives regarding legal and government relations matters within the United States as requested by the Client, from time to time, as will be set forth in a plan of act to be prepared and agreed upon by the Parties (“Covered Services”). The Firm will provide the Covered Services in accordance with a timeline to be agreed upon.

### 3. **Fees, Expenses and Other Charges; Billing and Payment**

- (a) **Fixed Fee**: In consideration of the Covered Services, the Client shall pay the Firm a fixed fee of [REDACTED], including authorized expenses as provided below, payable in three equal monthly installments, in the amount of [REDACTED] per month, commencing 3 October 2025 and ending 3 December 2025. For the sake of clarity, the remaining monthly payments will be due on 3 November 2025 and 3 December 2025 respectively.
- (b) **Authorized Expenses**: To remove any doubt, the foregoing fixed fee includes the sum of [REDACTED] per month for authorized expenses. Except as expressly provided herein, the Firm shall not be entitled to any further reimbursement for expenses incurred in the performance of this Agreement.
- (c) **Optional Advertising Expenses**: At the sole option of the Client which shall be evidenced in writing, the Firm shall contract with third parties to provide advertising (both conventional and digital) to advance the

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Objectives of the engagement in accordance with a budget to be agreed upon by the parties in advance.

- (d) **Taxes.** All compensation, expense reimbursement and any other payments to the Firm shall be remitted in U.S. dollars and without withholding or deduction any tax, assessment or other governmental charge (collectively "Tax"). If the Client is required to deduct or withhold any Tax, or if any Tax is required to be paid by the Firm solely on account of the services performed hereunder, the Client shall to the Firm such additional amounts, as required so that the net amount received by the Firm from the Client after such deduction, withholding or payment shall equal the amount(s) otherwise due to the Firm under this Agreement.
- (e) **Method of Payment.** Payments will be wired to the [REDACTED] [REDACTED] [REDACTED] [REDACTED] or such other bank or financial institution as the Firm may designate in writing, in accordance with account information to be furnished to the Client. Prior to effecting any wire transfer under this Agreement, the Parties will cooperate to remove any risk of wire fraud (e.g., through the use of multi-factor authentication, oral verification, etc.).

#### 4. **Conflict of Interest**

It is possible during or after the time the Firm represents the Client that some current or future client will ask the Firm to represent it in connection with some dispute, transaction or other matter that is not substantially related to our representation of RS under this Agreement in which the interests of such other client may be directly or indirectly adverse to the interests of RS. RS acknowledges and agrees that, consistent with the Firm's professional responsibilities to RS, the Firm may continue, or in the future undertake, to represent any existing or new client in any matter, even if the interests of such client in such matter are directly or indirectly adverse to those of RS, provided that such matter is not substantially related to the Firm's representation of RS under this Agreement. The Firm agrees not to represent any such clients in their assertion of claims against RS or any of its agencies, components or officials.

#### 5. **Term and Termination**

- (a) This Agreement will enter into force upon signature of this Agreement by the authorized representatives of both Parties (the "Effective Date") and shall continue until 31 December 2025 and may be extended thereafter by mutual agreement of the Parties for an additional 12-month period.
- (b) This Agreement may be terminated by either Party upon written notice to the other of a material breach by the other Party, which shall not have been cured within 30 days of the notice of breach.

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- (c) Upon termination of this Agreement, the Firm will either make arrangements to return to the Client all copies and/or originals of documents or materials belonging to the Client or otherwise constituting Client records, store them at the Client's expense, or dispose of them. The Client agrees that the Firm may keep copies of any such documents or information, if the Firm chooses to do so. The Client agrees that the Firm's own internal files (including but not limited to Firm administrative records, time and expense reports, personnel and staffing materials, accounting records, consulting subcontracts and related documents) and attorney work product (including without limitation drafts, notes, legal memoranda, and other legal and factual research reflecting our opinions and mental impressions) pertaining to the subject matter of this engagement are the sole property of the Firm and will not be delivered to the Client at the expiration or termination of this Agreement.

#### **6. Governing Law and Dispute Resolution**

- (a) This Agreement shall be governed by and construed in accordance with the substantive law of the State of New York and the laws of the United States of America, exclusive of their respective choice-of-law rules.
- (b) All disputes and controversies arising under or in relation to this Agreement or the subject matter hereof that are not resolved amicably will be resolved by binding arbitration before a single arbitrator in Budapest, Hungary in accordance with the Rules of Arbitration of the International Chamber of Commerce then in effect. Notwithstanding the foregoing, nothing in this Agreement shall preclude the Parties from seeking interim judicial relief in any forum with competent jurisdiction.
- (c) In the event of any inconsistencies between the English version and Serbian translation of this Agreement, the English version shall prevail.
- (d) This Agreement may be signed in counterparts each of which when taken together shall constitute an original of this Agreement.

#### **7. Miscellaneous**

- (a) This Agreement may be modified solely by the written agreement of both Parties hereto, acting through their authorized representatives.
- (b) If any provision of this Agreement is or becomes illegal, unenforceable or invalid in any jurisdiction, it shall not affect the enforceability or validity of any other provisions of this Agreement in such jurisdiction.
- (c) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this

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Agreement by facsimile, electronic mail in portable document format (.pdf), or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement.

*IN WITNESS WHEREOF*, the Parties intending to be legally bound have signed this Agreement through their duly authorized representatives, as of the 1st day of October 2025

MINISTRY OF EUROPEAN INTEGRATION  
AND INTERNATIONAL COOPERATION OF  
THE REPUBLIC OF SRPSKA

ZELL & ASSOCIATES INTERNATIONAL  
ADVOCATES LLC

Zlatan Klokic, Minister

L. Marc Zell, Esquire  
*Admitted to the Bars of the State of  
Maryland, District of Columbia,  
Commonwealth of Virginia and the State  
of Israel; not admitted in the State of New  
York*

Dated: October 6, 2025

Dated: October 1, 2025