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OMB No. 1124-0004; Expires July 31, 2023

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	2. Registration Number
Hill and Knowlton Strategies, LLC	3301

3. Name of Foreign Principal

The Government of Ukraine, The Ministry of Culture and Information Policy through GroupM Sp z.o.o

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? 12/19/2022

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

Registrant's work for The Government of Ukraine, The Ministry of Culture and Information Policy ("MCIP") is through GroupM Sp z.o.o ("GroupM") and not directly with MCIP. As such, there is no formal agreement between Registrant and MCIP. However, the agreed upon terms and conditions of the engagement between Registrant and GroupM on behalf of MCIP are reflected in the attached agreement (the "Agreement").

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

GroupM has been engaged by MCIP to support the launch of MCIP's Advantage Ukraine initiative. GroupM has engaged H+K to assist GroupM with this support, specific to the communications services outlined in the Agreement.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

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.

GroupM has been engaged by MCIP to support the launch of MCIP's Advantage Ukraine initiative. GroupM has engaged H+K to assist GroupM with this support, specific to the communications services outlined in the Agreement.

11. Prior to the date of registration[2] 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 register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the 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 and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

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.

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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
01/10/2023	Andy Scharf	/s/Andy Scharf

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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
Jan 10, 2023	andy scharf	andy scharf (Jan 10, 2023 13:26 EST)

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December 2022

FAO Izabela Albrychiewicz
GroupM Sp z.o.o.
Plac Konesera 11,
03-736 Warszawa,
Poland

Dear Madam

Extending the Term of *Advantage Ukraine* Memorandum of Understanding

The Ministry of Culture and Information Policy of Ukraine (hereinafter - **Party 1**), in the person of Oleksandr Tkachenko, Minister of Culture and Information Policy of Ukraine addresses GroupM Sp z.z.z, **(Party 2)** acting as a coordinating supplier for the WPP Group, in respect of the Memorandum of Understanding entered into between the Parties and dated 17 August 2022 in respect of a multi-market advertising, public relations and the advertising campaign to support the *Advantage Ukraine* initiative (the "**Memorandum**").

The Memorandum has an effective date of 17 August 2022 and remains in force until 31 December 2022 (the "**Term**").

This letter confirms the request of Party 1 to extend the Term of the Memorandum, and all SOW and ancillary documents to the Memorandum, such that the Term shall now expire, if not extended, on 30 December 2023. Party 1 requests that Party 2 sign and return a copy of this letter confirming its acceptance of the extension

The signature of the Parties below confirms their agreement to the contents of this letter.

Yours faithfully

Location and signatures of the Parties
Ministry of Culture and Information Policy of Ukraine 01601, Kyiv, Ivan Franko Str. (Shevchenkivsky district), building19 Tel.: (044) 235-23-78 **Minister** **Oleksandr Tkachenko**
GroupM Sp z.o.o Plac Konesera 11, 03-736 Warszawa, Poland **Director** **Izabela Albrychiewicz**

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МЕМОРАНДУМ ПРО СПІВПРАЦЮ	MEMORANDUM ON COOPERATION
17 серпня 2022 м. Київ	«_17__» August 2022 Kyiv city
Міністерство культури та інформаційної політики України (далі – Сторона 1), в особі **Міністра культури та інформаційної політики України Ткаченка Олександра Владиславовича**, що діє на підставі Положення про Міністерство культури та інформаційної політики України, затвердженого постановою Кабінету Міністрів України від 16 жовтня 2019 р. № 885 , з однієї сторони; та GroupM Sp z.o.o., компанія WPP Group з другої сторони (далі – Сторона 2), в особі директора Ізабелли Альбрихевич, яка діє як координуючий постачальник для WPP Group; разом - Сторони, враховуючи важливість сприяння внутрішнім інвестиціям та можливостям для далекоглядних бізнес-лідерів в Україні; із розумінням потенціалу України як ключового культурного та цифрового технологічного центру в Європі;	**The Ministry of Culture and Information Policy of Ukraine** (hereinafter referred to as "**Party 1**"), represented by the Minister of Culture and Information Policy of Ukraine, Oleksandr Tkachenko, acting on the basis of the Regulation on the Ministry of Culture and Information Policy of Ukraine approved by the Cabinet of Ministers decree № 885 dated October 16, 2019, on the one side; and **GroupM Sp z.o.o**, a WPP Group company (hereinafter referred to as "**Party 2**"), represented by the Director Izabela Albrychiewicz acting as a coordinating supplier for the WPP Group, on the other side; together referred to as the "**Parties**", considering the importance of promoting inward investment and opportunities for visionary business leaders in Ukraine; understanding the potential for Ukraine to be a key cultural and digital technology hub in Europe; in order to realize an initiative to showcase the above opportunities and

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з метою реалізації ініціативи з демонстрації вищезазначених можливостей і потенціалу, відомої як *Advantage Ukraine*, яка потребує багаторинкової реклами, зв'язків з громадськістю та рекламної кампанії (далі – **Кампанія**);	potential known as *Advantage Ukraine*, requiring a multi-market advertising, public relations and promotional campaign, (hereinafter referred to as the **"Campaign"**);
домовились про співпрацю для створення та проведення Кампанії.	have agreed on cooperation to create and conduct the Campaign.
Сторона 2 створить креативну концепцію, виготовить рекламні матеріали та розробить заходи у галузі зв'язків із громадськістю для Кампанії; такі послуги будуть описані більш детально в додатку до цього Меморандуму (надалі **Технічне завдання**), усі вони надаватимуться безкоштовно або без витрат з боку Одержувача проекту;	Party 2 shall create a creative concept and produce advertising materials and devise public relations activities for the Campaign, such services to be described in further detail in an annex to this Memorandum (hereinafter referred to as the **"Statement of Work"**), all to be provided without any charge or expense to the Project Recipient;
Крім того, Сторона 2 буде вести переговори з власниками медіа та постачальниками медіа щодо надання рекламного простору в усіх медіа, що буде надано Стороні 1 безкоштовно або без будь-яких витрат;	In addition, Party 2 shall negotiate with media owners and media vendors as per the provision of advertising space across all media to be provided without any charge or expense to Party 1;
Сторона 1 підтверджує, що має повноваження щодо погодження будь-яких творчих матеріалів перед їх розповсюдженням.	Party 1 confirms that it shall have all authority to agree any creative materials before their distribution.
Сторона 2 не контролює власників медіа та не може гарантувати співпрацю, участь або результативність щодо будь-якого конкретного власника медіа, але буде здійснювати або делегувати	Party 2 does not control the media owners and cannot guarantee the cooperation, participation or performance of any specific media owner but shall carry out or delegate to a legal entity that is in the sphere of management of Party 2, such activities to ensure the participation of sufficient number of media owners to achieve the effective distribution of the Campaign

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юридичній особі, яка входить до сфери управління Сторони 2 , таку діяльність для забезпечення участі достатньої кількості власників медіа для досягнення ефективного поширення Кампанії в країнах, описаних у Технічному завданні, Сторона 1 надає Стороні 2 та його юридичним особам повноваження на безкоштовне розміщення у ЗМІ від його імені в цих країнах і з цією метою;	in the countries described in the Statement of Work, and Party 1 grants the authority to Party 2 and its legal entities to acquire free media placements on its behalf in those countries for this purpose;
За згодою Сторін до реалізації положень Меморандуму в подальшому можуть залучатися інші юридичні особи, що оформлюється в Технічному завданні, яке підписується уповноваженими представниками Сторін.	With the consent of the Parties, to implement the provisions of the Memorandum, other legal entities may be involved in the future, which is formalized in the Statement of Work, which is signed by the authorized representatives of the Parties.
Будь-які зміни до цього Меморандуму вважаються дійсними, якщо вони внесені в письмовій формі, містять посилання на реквізити цього Меморандуму та підписані уповноваженими представниками Сторін.	Any changes to this Memorandum are considered valid if they are made in writing, refer to the details of this Memorandum and are signed by authorized representatives of the Parties.
Цей Меморандум укладено до 30 грудня 2022 ріку у двох автентичних примірниках українською та англійською мовами та набирає чинності з моменту його підписання Сторонами.	This Memorandum is concluded until December 30, 2022 in two authentic copies in the Ukrainian and English languages and enters into force from the moment of its signing by the Parties.
Цей Меморандум не передбачає будь-яких фінансових та майнових	This Memorandum does not provide for any financial and property obligations of the Parties to each other and to third parties.

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зобов'язань Сторін одна перед одною та перед третіми особами. Цей Меморандум не є попереднім договором, а також не є договором про спільну діяльність. Будь-які протиріччя або розбіжності між Сторонами, що виникають при тлумаченні або виконанні цього Меморандуму, вирішуються шляхом переговорів і консультацій. Всі спори будуть вирішуватися відповідно до чинного законодавства України.	This Memorandum is not a preliminary agreement, nor is it a joint venture agreement. Any contradictions or disagreements between the Parties arising from the interpretation or implementation of this Memorandum shall be resolved through negotiations and consultations. All disputes shall be resolved in accordance with the current legislation of Ukraine.
Місцезнаходження та підписи Сторін	**Location and signatures of the Parties**
Міністерство культури та інформаційної політики України 01601, м. Київ, вул. Франка Івана (Шевченківський р-н), будинок 19. Тел. (044) 235-23-78 **Міністр** **Олександр ТКАЧЕНКО**	Ministry of Culture and Information Policy of Ukraine 01601, Kyiv, Ivan Franko Str. (Shevchenkivsky district), building19 Tel.: (044) 235-23-78 **Minister Oleksandr Tkachenko**
- GroupM Sp z.o.o Площа Конесер 11, 03-736 Варшава, Польща **Директор Альбрихевич** Izabela Albrychiewicz Elektronicznie podpisany przez Izabela Albrychiewicz Data: 2022.08.18 14:44:17 +02'00'	**- GroupM Sp z.o.o** Plac Konesera 11, 03-736 Warszawa, Poland **Director Izabela Albrychiewicz** Izabela Albrychiewicz Elektronicznie podpisany przez Izabela Albrychiewicz Data: 2022.08.18 14:43:54 +02'00'

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Draft Scope of Work

August 2022

Annex to Memorandum dated 17th August 2022 between The Ministry of Culture and Information Policy of Ukraine and GroupM Sp z.o.o (the Supplier)

In accordance with the Memorandum the Supplier, representing WPP group, will provide the agreed services as more specifically detailed below, and working in partnership with the following WPP companies:

The WPP companies will perform their obligations in respect of the Services using their legal entities as specified below in this SOW.

The Services under this SOW are in support of the launch of the Ministry's *Advantage Ukraine* initiative that is intended to create the right conditions in Ukraine for inward investment and to create attractive opportunities for visionary business leaders and investors. Key to the initiative is the message that Ukraine is still open for business and has the potential to be a key cultural and digital technology European hub. The initiative will target business leaders within the region and across the world. It is part of a wider programme being launched by the Ministry that will showcase the variety of talent and expertise in Ukraine across sectors including agriculture, technology, education and the creative industries

Creative Services

The following services will be performed by Ogilvy GmbH personnel based in Frankfurt, Germany

Overall campaign alignment across partners	
Project management	Meeting, briefs, timings, presentation update, budget, coordination of all streams
Creative Origination	Creative presentation update, revision of the creative materials according to comments from GOV, preparation of materials for production
Strategy	Communication strategy update
Landing page	
Project management	Meeting, briefs, timings
Strategy	Communication Strategy

SOW issued pursuant to the contract between GroupM Sp. z o.o. & The Government of Ukraine Dated August 2022

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Draft Scope of Work

August 2022

Creative Origination	Concept Planning and Visualization
Creative Origination	Content development
Creative Origination	Digital Support

Creative Production Services

The following services will be performed by Hogarth Worldwide SRL personnel based in the Hogarth Global Delivery Centre which is located in Bucharest, Romania. Any out of home production required in the US will be delivered by GroupM Worldwide LLC a Delaware registered company whose principal place of business is 3WTC, 175 Greenwich Street, New York NY10007.

Creative Production	Days needed
1. Review technical specifications for the deliverables list per market	2
2. Carry out production briefs and approve final output assets with each stakeholder involved	2
3. Adapt each creative layout approved on multichannel: digital, print, out-of-home, social media.	10
4. Manage development (programming) of the campaign Landing Page. Frontend and backend development.	15
5. Localize approved creatives per market brief and media formats.	15

Hogarth Creative Production Deliverables

Social Media Ads	Print	Out-of-Home	Digital
• LinkedIn • Instagram Stories • Twitter	• Magazine Ads • Newspaper ads • Spread, one page	• Static layouts • Video formats • Digital OOH	• Display Banners (Standard IAB) • Static banners (Standard IAB)

Media services

GroupM SP z.o.o based in Warsaw, Poland will work collaboratively with Mindshare Poland to coordinate the provision of all services pursuant to this SOW to recommend a plan for the obtaining of media across the Territories and to negotiate the provision of media placements by media vendors.

GroupM SP z.o.o will brief WPP companies in other markets to negotiate the provision of planned media in their market. Specifically, in the United States GroupM Worldwide LLC, a Delaware registered company whose principal place of business is 3WTC, 175 Greenwich Street, New York NY10007 will conduct negotiations with media vendors based in the United States.

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August 2022

Area	Duration	Description
Łukasz Meetings: SteerCo/Streams/other	4h weekly	meetings, calls, updates
Żaneta Meetings: SteerCo/Streams/other	4h weekly	meetings, calls, updates
Briefs & templates	24h	Preparing the brief, teams channel, template for answers, timelines
Negotiation with Vendor CEE - 7countries	936h	4h per vendor/13 vendors per country/18 countries
Polish media plan	40h	TG research, touchpoint selection, negotiations
Markets coordination - 18 countries	124h	coordination (calls, questions clarification) and putting the final recommendation together/18 countries, assets management

GroupM Media deliverables

- Channel strategy concept preparation, including media objectives setting and goal prioritization
- Carrying out research part with listing the most high impact & visibility places in the main cities and CEOs of big companies in each country participating in the initiative
- Media touchpoints recommendation with negotiations at a later stage
- Delivering specification for creatives re negotiated placements
- Contract draft verification and sign
- Media strategy implementation in each market
- Campaign launch and collecting campaign documentations from the markets

Communication services

Hill+Knowlton Strategies will provide communication services as set out in the table below across all Territories.

Hill and Knowlton Strategies, LLC dba H+K Strategies, a Delaware limited liability company whose principal place of business is 3 Columbus Circle, Floor 7, New York, NY 10019-8750, will provide the communication services set out in the table below for the US market.

SOW issued pursuant to the contract between GroupM Sp. z o.o. & The Government of Ukraine Dated August 2022

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August 2022

Strategy and creative	Days needed
1. Review documents relating to *Advantage Ukraine* inititative	4
2. Develop strategic communications recommendation	7
3. Draft core materials that may include: a CEO/business outreach letter, press release, Q&A, message tracks.	7
4. Share media strategy, messages and materials with Ministry for alignment.	5
5. Distribute materials and outreach to media to secure interviews/coverage. Coordinate interviews as possible, providing detailed briefing sheets to CEOs and UA governmental representatives.	7
6. Develop a detailed sustain phase communications plan, considering learnings from launch and businesses who have pledged support to Advantage Ukraine; Extend reach to a wider set of stakeholders; Draft target messages; Craft a target media/stakeholder list.	14
7. Share earned media strategy, messages and materials with Ministry for alignment.	3
8. Execute sustain phase plan including messaging and material development; stakeholder engagement; media outreach; event coordination.	30

Communication Deliverables

- Communications strategy
- Message tracks
- Campaign/press materials
- Stakeholder engagement
- Media engagement
- Interview preparation and facilitation
- Timeline
- Event facilitation
- Final media and materials output

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APPENDIX
Territories

Canada
Czech R.
Denmark
France
Germany
Hungary
Italy
Japan
Norway
Poland
Romania
Slovakia
Spain
Sweden
UK
USA
Netherlands
Belgium

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