Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

OMB No. 1124-0006; Expires October 31, 2026

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Qorvis Holding Inc.

2. Registration Number
5483

3. Primary Address of Registrant
529 14th St NW, Suite 1101, Washington, DC 20045

4. Name of Foreign Principal
Vasile Tarlev

5. Address of Foreign Principal
Mitropolitan Dosmoftei Street, 102-40
City of Chi¿inau
MOLDOVA

6. Country/Region Represented
MOLDOVA

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☒ Individual-State nationality MOLDOVA

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official(s) with whom registrant engages

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

9. If the foreign principal is a foreign political party, state:

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The foreign principal is a politician in his home country. He is active in the National Congress of Industrialists and Entrepreneurs of Moldova. His activities in the United State will be related to establishing his reputation. Qorvis's representation in the United States does not relate to the principal's campaign or political party-related activity.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

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.

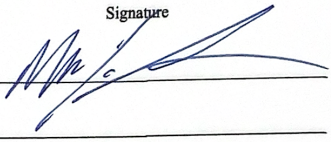
Date	Printed Name		Signature
09/30/2024	Matthew Lauer	Sign	/s/Matthew Lauer
		Sign	
		Sign	
		Sign	

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

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
9/30/2024	MATTHEW LAUB	

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

OMB No. 1124-0004; Expires October 31, 2026

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
Qorvis Holding Inc.	5483

3. Name of Foreign Principal

Vasile Tarlev

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? 09/16/2024

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

Qorvis will assist Mr. Tarlev in analyzing his reputation in the United States and will support him in developing thought leadership.

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

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

Qorvis will: conduct analysis, assist with content, and perform outreach to policymakers and think-tanks on behalf of the foreign principal.

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.

Political activities include perception management, public relations activities, and assistance with the dissemination of informational materials.

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 ☒

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 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 ☒

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, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

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

Date	Recipient	Purpose	Amount/Thing of Value

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.

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

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.

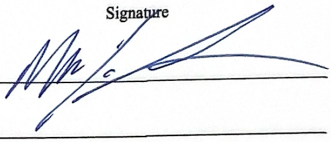
Date	Printed Name		Signature
09/30/2024	Matthew Lauer	Sign	/s/Matthew Lauer
		Sign	
		Sign	
		Sign	

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

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
9/30/2024	MATTHEW LAUB	

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Qorvis
T 771-888-4842
W www.qorvis.com/

529 14th Street NW
Suite 930
Washington, DC 20045

September 16, 2024

Sam Alaverdov
American Charity Fund for Helping Children of Ukraine and Moldova Inc.
33 Laurel Hill Dr.
New York, 11581, US

To Sam Alaverdov,

Qorvis Holding Inc, d/b/a Qorvis ("Qorvis") is delighted to provide public relations services to American Charity Fund for Helping Children of Ukraine and Moldova Inc. ("Client"), located at 33 Laurel Hill, New York, 11581. In this letter (the "Agreement"), we describe the terms of our arrangement with you as we begin our representation. "We," "us," and "our" refer to Qorvis and "you" and "yours" refer to Client.

1. As part of our Agreement, we will provide services on behalf of Client as described in Exhibit A, which includes a public relations engagement strategy focused on the United States. (the "Services").

2. This Agreement will begin on September 16, 2024 (the "Effective Date") and will continue until terminated by either party by providing thirty (60) days' written notice of termination to the other party, unless differently specified in Exhibit A, which will be leading. Upon receipt of a termination notice, Qorvis will promptly cease performing any Services and will use commercially reasonable efforts to minimize any non-cancelable expenses.

3. We will bill you as follows:

   (a) Fees for the Services will be billed as described in Exhibit A.

4. Time is of the essence for the payment obligations hereunder. Overdue payments shall accrue interest at a monthly rate of 1.5% or the maximum allowed by law, whichever is less. Interest shall accrue on a daily basis from the date payment becomes due until Qorvis has received payment of the overdue amount together with all accrued interest. Overdue payments are payments received by Qorvis thirty (30) days or more from the date the invoice was submitted to Client.

5. In the event of termination by the Client, the Client shall remain liable for the full fees and expenses incurred by Qorvis on their behalf up through and including the date of termination, and the Client hereby agrees to pay all such fees and expenses. Upon termination, Qorvis shall be released from all further duties, obligations, and liabilities associated with this Agreement.

6. Client shall be responsible for the accuracy, completeness and propriety of information concerning its organization, products, services and industry which Client furnishes to Qorvis. It will be the Client's responsibility to review in a timely fashion all advertising, promotional, publicity and other materials prepared by Qorvis under this Agreement to confirm that representations with respect to Client's organization, company statements, descriptions, claims, products, services and industry are accurate, comply with all applicable laws and regulations applicable to Client's industry and products, and are supportable by competent and reliable tests or other objective data then possessed by Client, as well as to confirm the accuracy and legality of the descriptions of Client's organization, products, services and industry and competitive products and services.

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Qorvis
T 771-888-4842
W www.qorvis.com/

529 14th Street NW
Suite 930
Washington, DC 20045

7. After we have issued material to the news media or to other third parties, its use is no longer under our control. We cannot assure the use of news material by any news organization or other third party. Similarly, we cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by us.

8. The Client acknowledges and agrees that Qorvis cannot guarantee specific media placement or coverage, including but not limited to placement in any specific media outlet, at any particular time or date. Qorvis will make reasonable efforts to secure media coverage in accordance with the agreed-upon strategy and scope of work, but the Client understands and accepts that the outcome of media outreach efforts is ultimately dependent on various external factors beyond the control of the Qorvis. Therefore, the Client releases and holds harmless Qorvis from any liability or claims arising from the inability to secure media placement or coverage as desired by the Client.

9. All materials generated by Qorvis in the performance of the Services under this Agreement and accepted and paid for by Client are hereby irrevocably assigned by Qorvis to Client. Qorvis retains ownership of its works of authorship and other intellectual property created by it prior to or separate from the performance of Services under this Agreement and all materials rejected or not paid-for by Client. Notwithstanding the foregoing, all materials, rights, data and intellectual property owned by third parties (such as spokespersons, influencers, photography and third party licensed materials) shall remain the sole and exclusive property of such third parties, and Client agrees to use such third party materials consistent with the applicable license terms or other terms of use

10. Client acknowledges that Qorvis may, in the rendition of the Services hereunder, engage third party suppliers and other vendors (such as spokespersons and influencers) (collectively, "Third Party Suppliers") from time to time to provide certain services ancillary to those being provided by Qorvis directly. Qorvis shall use commercially reasonable efforts to guard against any loss to Client due to of the failure of Third-Party Suppliers to properly execute their commitments, but Qorvis shall not be responsible for their failure to properly execute their commitments, acts or omissions, except where such failure, acts or omissions are due to Qorvis' negligence or willful misconduct.

11. You will not request, and nothing in this Agreement shall be deemed to require that we undertake any campaign, prepare any materials or publicity, or cause publication of any copy or article which, in our judgment, would be untrue, indecent, libelous, unlawful, or otherwise prejudicial to your interest or ours. Similarly, nothing in this Agreement shall be construed as committing us to violate any lawful contractual commitments to the media or others.

12. (a) Qorvis shall defend, indemnify and hold harmless Client its parent, subsidiary and affiliated entities, and the officers, directors, shareholders, employees and agents of all such entities ("Client Indemnitees") from and against any and all losses damages, liabilities expenses and any other out-of-pocket costs or expenditures (including reasonable outside attorneys' fees and costs) ("Damages") that Client may incur as the result of any claim, suit or proceeding made or brought against Client ("Claims") to the extent arising from Qorvis' negligent acts, omissions, or intentional misconduct.

(b) Client shall defend, indemnify and hold harmless, Qorvis, its parent, subsidiary and affiliated entities, and the officers, directors, shareholders, employees and agents of all such entities

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Qorvis
T 771-888-4842
W www.qorvis.com/

529 14th Street NW
Suite 930
Washington, DC 20045

("Qorvis Indemnitees") from and against any and all Claims and Damages which any Qorvis Indemnitee may incur or be liable for arising out of (i) any materials, permissions, information or specific instructions supplied by Client; (ii) allegations that claims, descriptions or representations regarding Client, its products, services and competitors in Client-approved materials are false, misleading, unsubstantiated or not in accord with relevant legal and regulatory requirements, directives and guidelines applicable to Client, its products and industry; or (iii) the nature and use of Client's products and services, including, without limitation, allegations that Client's products or services are defective, injurious, or harmful or (iv) the negligent acts, omissions, or intentional misconduct of Client.

The duties to indemnify shall not terminate with the termination of this Agreement.

13. Qorvis shall provide prompt written notice to Client of any claim indemnified under Section 11 and shall consult with Client regarding Qorvis' response to a subpoena to the extent the subpoena seeks Client data, documents, or information pertaining to Client so that Client may have an opportunity to seek appropriate relief. Client shall provide prompt written notice to Qorvis of any claim indemnified under Section 11 and shall consult with Qorvis regarding Client's response to a subpoena to the extent the subpoena seeks Qorvis data, documents, or information pertaining to Qorvis so that Qorvis may have an opportunity to seek appropriate relief.

14. Both parties agree that during the term in which Qorvis provides Services to Client hereunder and for a period of twelve months (12) thereafter, neither party will solicit or induce any employee of the other party to leave his or her employment, nor hire any such employee to perform the same function. The parties agree that the remedy at law for a breach of this Section shall be inadequate and therefore the non-breaching party shall be entitled to injunctive relief for such breach, without proof of irreparable injury and without posting bond, in addition to any other right or remedy it may have.

15. Qorvis shall take reasonable care of any property belonging to the Client and made available to Qorvis for the purpose of this Agreement. Such property shall be at all times at the sole and entire risk of the Client, and Qorvis shall not be subject to any other liability for it.

16. If any provision of this Agreement is declared by any judicial or other competent authority to be illegal, void, voidable or otherwise unenforceable, or indication of the same is received by either of the parties from any relevant competent authority, such provision shall be deemed severed from the Agreement and the remaining terms of the Agreement shall remain in full force and effect.

17. Neither party may assign, sublicense or subcontract this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party (not to be unreasonably withheld or delayed), except if assignment is to an affiliated entity.

18. This Agreement binds and benefits the permitted heirs, successors, and assignees of the parties.

19. The parties agree that (i) the relationship between them is that of an independent contractor and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between the Client and Qorvis and/or any of Qorvis' employees or agents; (ii) neither party has the right or authority to enter into contracts that bind the other party or create obligations on the part of the other party without the prior

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Qorvis
T 771-888-4842
W www.qorvis.com/

529 14th Street NW
Suite 930
Washington, DC 20045

written authorization of the other party; and (iii) the relationship between the parties is non-exclusive and Qorvis is free to perform consulting or other services for other persons, entities or institutions. Contractor is not obliged to make its services available except to fulfil its obligations under this Agreement and the engagement and appointment of Qorvis to provide the Services under this Agreement does not create any mutual obligations on the part of Qorvis or Client to offer or accept any further contract, engagement or services.

20. Neither party shall be deemed in default of this Agreement or be liable for any delay in performing or failure to perform its obligations under this Agreement to the extent that and for so long as the delay or failure results from any act of God, fire, natural disaster, pandemic, accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, failure of transportation or communications or of suppliers or vendors of goods or services, or any other cause or circumstances whatsoever beyond its reasonable control (an "Force Majeure Event") provided that the Force Majeure Event is not due to the fault or negligence of that party. Each party shall use its reasonable endeavors to minimize the effects of any Force Majeure Event. In the event a Force Majeure Event renders Qorvis unable to provide services hereunder, you shall not be obligated to pay any fees hereunder until such Force Majeure Event is over and services hereunder are fully resumed.

21. This Agreement and the documents referred to in them will be governed and construed in accordance with the laws of the District of Columbia without regards to any conflicts of law provisions. Any legal action or proceeding regarding this Amendment or the Agreement will be brought exclusively in the Superior Court of the District of Columbia or the United States District Court for the District of Columbia if such courts have jurisdiction to hear such dispute and the parties hereby irrevocably consent to the personal jurisdiction and venue therein to the extent permitted by law. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES HEREUNDER This Agreement and the documents referred to in it contain the whole agreement between the parties and supersede any previous agreement between them relating to the subject matter of this Agreement, whether written or oral. The parties acknowledge that neither of them has relied upon any presentation, written or oral, of any person but only as expressly set out in this Agreement.

22. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one Agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by email PDF or similar format shall bind the parties to the terms and conditions of this Agreement with the same force and effect as if such facsimile, PDF, or other similar format were an original signed copy of this Agreement.

23. Any valid alteration to or variation of this Agreement must be in writing and signed on behalf of each of the parties by a duly authorized representative.

24. All notices must be in writing. Qorvis may decide to deliver any documents related to this Agreement or any notices required by applicable law by email or any other electronic means. Client hereby consents to (i) conduct business electronically (ii) receive such documents and notices by such electronic delivery and (iii) sign documents electronically and agrees to participate through an on-line or electronic system established and maintained by the Qorvis or a third party designated by Qorvis. Notice shall be sent to the addresses set forth in the signature blocks below or such other address as either party may specify in writing.

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Qorvis
T 771-888-4842
W www.qorvis.com/

529 14th Street NW
Suite 930
Washington, DC 20045

25. Both parties will designate a decision maker who will be tasked with the responsibility of responding to any issues that may arise and to whom all notices will be sent.

26. Each party has had the opportunity for counsel to review this Agreement and no presumption shall be made against the drafter of this Agreement.

27. IN NO CASE SHALL EITHER PARTY'S MAXIMUM LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED IN THE AGGREGATE THE FEES PAID UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR: (i) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF OPPORTUNITIES, LOSS OF DATA, OR LOSS OF USE DAMAGES, ARISING OUT OF THIS AGREEMENT, DELIVERABLES, ANY STATEMENT OF WORK OR CHANGE ORDER, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) DAMAGES RELATING TO ANY CLAIM THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF SUIT THEREON. THE FOREGOING LIMITATIONS ON LIABILITY SHALL NOT APPLY TO THE INDEMNITY OBLGIATIONS OF THE PARTIES WITH RESPECT TO THIRD PARTY CLAIMS.

28. YOU AGREE THAT REGARDLESS OF ANY STATUTE OF LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

29. Client agrees to allow the use of Client's name for Qorvis' general marketing purposes, such as in a client list in a new client press release or in such a list on the Qorvis website.

30. Each party (the "Recipient") shall take reasonable steps to protect proprietary and confidential information and materials (hereinafter "Confidential Information") provided by the other party or its representatives (the "Discloser") from improper use and disclosure. Recipient agrees that it will only use the Confidential Information for the purposes of this Agreement, and not in any way detrimental to the Discloser or for the benefit of the Recipient or a third party. disclosure. Confidential Information shall not include information previously known to Recipient or materials to which Recipient had access prior to the provision of such information or materials by Discloser; information or materials that are now or later become publicly known; or information or materials provided to Recipient by a third party not bound by a duty of confidentiality to Discloser. Recipient shall inform Discloser of all inquiries into or requests for Discloser's Confidential Information by third parties and shall disclose Confidential Information to such third parties only when legally compelled to do so and after notice to Discloser, or when so permitted or instructed by Discloser.

31. **Qorvis is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race,**

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Qorvis
T 771-888-4842
W www.qorvis.com/

529 14th Street NW
Suite 930
Washington, DC 20045

color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

If you have any questions about this Agreement, please call our office. We are very enthusiastic about this new assignment and confident of our ability to do the job. We look forward to working with you.

The signing parties hereto acknowledge that they have received and reviewed this document's terms and conditions. This Agreement shall become effective upon the signatures of both parties.

[signatures to follow]

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Qorvis
T 771-888-4842
W www.qorvis.com/

529 14th Street NW
Suite 930
Washington, DC 20045

IN WITNESS WHEREOF, Qorvis and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Qorvis Holding Inc. d/b/a Qorvis:

Aliya Manjee

Aliya Manjee
General Counsel

Sept 6, 2024

Date

Client Name:

Sam Alaverdov
Founder

Date

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Qorvis
T 771-888-4842
W www.qorvis.com/

529 14th Street NW
Suite 930
Washington, DC 20045

EXHIBIT A
Statement of Work

This Statement of Work ("SOW") dated September 16, 2024 shall set forth the services to be provided by Qorvis Holding Inc. d/b/a Qorvis ("Agency") to ("Client"), is entered pursuant to and incorporated into the Letter Agreement between the parties dated American Charity Fund for Helping Children of Ukraine and Moldova Inc. and is subject to the terms and conditions contained therein. Any Services requested by Client that are outside the scope of this SOW as described herein shall be subject to additional charges as agreed upon by the parties in a separate SOW.

Contact Information:

- **Client Name**
  - **Attn**: Sam Alaverdov, Founder
  - **Email**: alaverdovsam@gmail.com
- **Qorvis**:
  - **Attn**: Özkan Yilmaz, CFO
  - **Email**: ozkan.yilmaz@qorvis.com

Scope of Services:

1. Analyze Reputational Goals
   We will conduct a comprehensive analysis of the current perceptions of Mr. Tarlev among U.S. policymakers, media, and online platforms. This analysis will guide our strategy to manage his reputation effectively.
2. Enhance Online Reputation
   We will create and disseminate media content to showcase that Mr. Tarlev's achievements and political stances.
3. Thought Leadership Development
   We will establish Mr. Tarlev's history of thoughtful leadership in foreign policy.
4. Schedule Policymaker Meetings
   We will arrange meetings with influential policymakers and think tanks in Washington, D.C.

We propose an 8 week program with the option to extend the campaign if required.

Weeks 1–4:
• Develop a daily intelligence map of key targets.
• Message development and drafting of collateral materials.
• Initial meetings with U.S. officials.

Week 5:
• Expand outreach to additional Senate and House members.
• Continue meeting scheduling.

Weeks 6–8:
• Finalize messaging based on feedback from initial meetings.
• Begin targeted outreach to think tanks.
• Continue media engagement and policymaker meetings.

Ongoing:
• Continuous execution of remaining plan elements.

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM

Qorvis
T 771-888-4842
W www.qorvis.com/

529 14th Street NW
Suite 930
Washington, DC 20045

Billing and Payment

The Client shall pay $85,000.

- **An initial payment of $45,000 is required to commence services under this contract. The remaining US$40,000 is to be paid no later than 10 October 2024.**
- Late payments will incur interest charges.

Term:

- This SOW will commence on the Effective Date and will end after 8 weeks unless extended in writing and agreed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work.

Qorvis Holding Inc. d/b/a Qorvis.

Aliya Manjee

Aliya Manjee
General Counsel

Sept 16, 2024

Date

Qorvis Holding Inc. CORPORATE SEAL 2023 District of Columbia

American Charity Fund for Helping Children of Ukraine and Moldova Inc.

Sam Alaverdov
Founder

Date

Received by NSD/FARA Registration Unit 9/30/2024 4:26:45 PM