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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
Independent Diplomat, Inc	5860

3. Name of Foreign Principal

Southern Transitional Council (STC)

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? 31 August 2021

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

[*note to question 7 above: delay in receiving fully executed contract]

ID will provide diplomatic advice to the Southern Transitional Council (STC) to improve its diplomatic engagement with the international community, in particular as part of the implementation of an inclusive and just diplomatic process -- as set out in UNSC 2216 -- that addresses the needs of South Yemen.

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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.

ID will provide advice to the Southern Transitional Council (STC) on diplomatic communications and preparation for diplomatic meetings. Please see annex ("SERVICES") to the attached contract.

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.

Staff members will seek the views of the US Government by meeting officials and desk officers in the State Department including at the US Mission to the UN, in order to assist the STC in its diplomatic efforts.

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.

NOTE: This Exhibit B filing is for a renewed/amended contract with an existing foreign principal. Activities and compensation covered under previously registered Exhibit B documents are described in relevant Supplemental Statements.

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

Total

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 ☒

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	
October 26, 2021	Nicholas Scott	Sign	/s/ Nicholas Scott	eSigned
		Sign		
		Sign		
		Sign		

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INDEPENDENT DIPLOMAT
THE DIPLOMATIC ADVISORY GROUP

AGREEMENT BETWEEN

Independent Diplomat ("ID")

and

The Southern Transitional Council ("the Client")

WHEREAS:

ID is an independent non-profit organisation established in order to resolve or prevent conflict by offering diplomatic advice and assistance to marginalised governments and political groups, and;

In reliance upon ID's experience and expertise, the Client wishes to engage ID to provide diplomatic advisory services to it and ID has accepted the engagement on the terms set out below.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Client has requested and ID has agreed to provide diplomatic advisory services to the Client as set out in the schedule attached hereto ("the Services") in accordance with the terms of this Agreement.

2. ID shall provide the Services to the Client starting from 1 September 2021 to 31 December 2021. ID and the Client will review the services after three months of this Agreement. Beyond the period of this Agreement, ID and the Client will seek a new Agreement if necessary, unless this Agreement is terminated sooner by one or both of the Parties prior pursuant to paragraph 13 below.

3. The Client shall pay expenses ID incurs in the process of providing the Services to the Client from the Commencement Date, such as **travel, accommodation, and security costs**, and other expenses related to activities that fall under the Services provided, for example venue hire, media dissemination costs, translation services etc. The **payment of these expenses would be in addition to the fee arrangement as set out in paragraph 5**. ID will provide to the Client advance notice of upcoming travel and other expenses. ID will ensure all such costs are reasonable, and will be subject to the Client's prior approval.

4. The Client agrees that ID and the Client will together seek project funding from external sources to meet the full costs of the Services. The Client agrees to cooperate with ID in seeking to pursue project funding, including by making representatives available (where possible) for funding presentations, and by the submission of written representations as to ID's Services to the Client.

5. The Client and ID agree as part of this Agreement a fee shall be payable to ID from the Client. This fee will be $10,000.00 a month as a contribution to the costs of ID undertaking the advisory role for the Client. The fee will be provided by the Client or affiliated entities, including but

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not limited to PLAY MART TRADING LLC. This will be in addition to the costs set out in paragraph 3 (e.g. travel, accommodation costs).

6. ID shall:

a. Within 14 days of the agreement of the Parties on any Fee payable to ID pursuant to the process outlined in paragraph 5, submit an invoice to the Client for the agreed upon Fee at the start of each month for the term of this agreement.

b. Within 14 days of the end of the calendar month submit an invoice for any expenses incurred under paragraph 3 above.

c. Within 14 days of the Expiration Date or Termination Date of the Agreement submit an invoice for any remaining expenses incurred during the performance of the Agreement.

7. The client agrees to:

a. Process and settle the monthly Fee invoice within 7 days of receipt.

b. Process and settle invoices for any expenses incurred under paragraph 3 within 7 days.

8. During the period of this Agreement, ID may provide advice and/or services to other persons or entities, which do not impinge upon its ability to provide the Services to the Client.

9. ID warrants and represents to the Client that it is an independent contractor and as such bears sole responsibility for the payment of any form of tax levied by the government body of the United Kingdom, on any payments received by ID under this Agreement. Any other taxes incurred in relation to other payments or arrangements made under this Agreement shall be solely for the account of the Client.

10. The Client has notified ID that Mr Nabeel Bin-Lasem, as Head of STC's Foreign Communications and Coordination Department, from within the Client to whom ID shall report and/or be the primary contact point. All advice and support provided by ID to the Client shall be coordinated with the nominated primacy contact point, with ID updating the latter on a regular basis. Requests for advice and support from the primary contact point and the aforementioned signatory of this Agreement shall be treated in strict confidence. The identities of the primary contact points from within the Client may vary during the course of this Agreement.

11. Neither ID nor any of its employees, agents, independent contractors or sub-contractors shall disclose, use or cause to be disclosed or used at any time during or subsequent to this Agreement, any secret or confidential information of the Client or any other information relating to the financial or other affairs of the Client, except as required by the Client in connection with ID's performance of the Agreement or as required by law. ID's activities are subject to data protection laws which may require ID to obtain from the Client written express consent from each of its representatives to use the personal data of those individual representatives. ID reserves the right to publicize its work, including the existence of this Agreement, for fundraising and other promotional purposes on the understanding that ID shall not disclose any of the Client's confidential

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information.

12. Neither the Client nor any of its employees, agents, independent contractors or sub-contractors shall disclose, use or cause to be disclosed or used at any time during or subsequent to this Agreement, any secret or confidential information of ID or any other information relating to the financial or other affairs of ID, except as required by ID in connection with the Client's performance of the Agreement or as required by law.

13. This Agreement may be terminated:

a. by mutual agreement of the Parties;

b. by the Client upon seven (7) business days written notice to ID under the following circumstances:

(i) There is a substantial breach by ID of the terms of this Agreement which ID has not remedied or resolved within a reasonable period of time of having been informed in writing by the Client of the breach;

(ii) ID is unable or unwilling to provide any one or more of the Services within a reasonable time after being requested in writing by the Client to do so;

(iii) Due to other circumstances, the Client determines that ID is no longer able to engage with or provide Services to the Client.

c. by ID upon seven (7) business days written notice to the Client under the following circumstances:

(i) The Client or those for whom it is responsible acts as an aggressor in armed conflict, engages in systematic humanitarian or human rights violations or otherwise acts in serious contravention of international law;

(ii) ID determines in its sole discretion that its continued representation of the Client may in any way compromise or undermine ID's status as a politically neutral independent diplomatic advisory group;

(iii) There is a substantial breach by the Client of the terms of this Agreement;

(iv) The Client discloses secret or confidential information belonging to or about ID to any third party without prior permission from ID;

(v) The invoices referenced in paragraph 6 above remain unpaid for a period exceeding 60 days;

(vi) The limitation of ID's capacity and resources are curtailed in the absence of project funding as set out in paragraphs 4 and 5.

14. The Termination Date shall be the date mutually agreed upon in (a) above or the seventh business day after written notice mentioned in (b) and (c) above is received.

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15. ID shall not be liable for any loss, damages, expenses of whatsoever nature or kind suffered by the Client, their servants, agents, employees or contractors arising out of ID's performance of this Agreement.

16. The Client shall be solely responsible for the costs, expenses, fees and liabilities of any third party contractors that the Client requests ID to employ to provide services to the Client which do not fall within the Services.

17. This Agreement contains the entire agreement of the Parties. No amendment, change or modification of this Agreement shall be valid unless executed in writing and signed by the Parties hereto.

18. This Agreement shall be governed by and interpreted in accordance with the laws of England and all disputes and differences arising under or in connection with this Agreement shall be referred to arbitration on the written request of one Party served on the other. The arbitration shall be conducted in English and finally settled in London under the Rules of Arbitration of the London Court of International Arbitration by a sole arbitrator appointed in accordance with the said Rules. The cost of arbitration will be borne in such proportions as the arbitrator decides. Judgment upon award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

19. Any notice to be given under this Agreement shall be in writing and will be deemed to be sufficiently served by one Party on the other if it is either delivered personally or is sent by facsimile or is sent by email and addressed to the Party to whom it is to be given.

This Agreement shall enter into force upon signature by the Parties; if not signed on the same date, it shall enter into force on the later of the two dates.

IN WITNESS THEREOF, the duly authorised representatives of the Parties have signed this Agreement in English in duplicate.

For the Client

By Mohammed al Ghaithi

Title:

Southern Transitional Council
Head of the General Directorate of Foreign Affairs

Date: 31 August 2021 Signed .....

For Independent Diplomat

By Nick Scott

Title: Managing Director

Date: 31 August 2021 Signed .....

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SERVICES

Independent Diplomat will seek to support the STC to improve its **diplomatic engagement** with the international community, in particular as part of the implementation of an inclusive and just UN-led diplomatic process – as set out in UNSC Resolution 2216, UNSC Presidential Statement 2019/9, and the 'Riyadh Agreement' of 5 November 2019 – that address the legitimate needs of South Yemen. This work aims to bring about an **end to the hostilities**, support a **credible diplomatic and political process under UN auspices**, and provide the STC the platform and capacity it seeks to promote the **legitimate demands of the South**, including the right of self-determination.

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Notes on Independent Diplomat's Services

1 All of ID's clients must have been assessed positively against ID's ethical criteria, which are commitment to democratic, accountable, transparent and corruption-free government; protection of human rights; and respect for international law. Independent Diplomat's advice will always be within the framework of international law and accepted human rights norms and ID will not condone or accept the use of unlawful violence or abuse of human rights.

2 Independent Diplomat's purpose is to assist in the prevention and resolution of conflict. It does not in any way seek to get involved in political activity or to produce specific political outcomes but to assist its clients in seeking peaceful and diplomatic resolution of their objectives. ID does not wish to be party-political in the countries in which it operates and seeks to serve the best interests of the country as a whole.

3 ID does not act as an advocate for individuals or organisations or their programmes or for any political or ideological point of view, and is a politically neutral independent diplomatic advisory group.

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