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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
Yorktown Solutions, LLC	6491

3. Name of Foreign Principal
Embassy of the Kingdom of Morocco

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? 06/01/2022

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

The registrant will provide government and public affairs services to the Embassy of the Kingdom of Morocco for the purposes of promoting bilateral relations and expanding cooperation between the Kingdom of Morocco and the United States, which is expected to include contact with U.S. government officials, media, and private sector commercial actors.

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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.

The registrant will provide government and public affairs services to the Embassy of the Kingdom of Morocco for the purposes of promoting bilateral relations and expanding cooperation between the Kingdom of Morocco and the United States, which is expected to include contact with U.S. government officials, media, and private sector commercial actors.

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.

The registrant will provide government and public affairs services to the Embassy of the Kingdom of Morocco for the purposes of promoting bilateral relations and expanding cooperation between the Kingdom of Morocco and the United States, which is expected to include contact with U.S. government officials, media, and private sector commercial actors.

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

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
11/09/2022	Daniel Vajdich	/s/Daniel Vajdich

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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

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Consulting Agreement

This Consulting Agreement ("Agreement") is made as of the 1st of June 2022 ("Effective Date"), between the Embassy of the Kingdom of Morocco (EOM) located 3508 International Drive, NW, Washington, D.C. 20008, and Yorktown Solutions, LLC ("YTS"), a strategic and political risk advisory firm located at 601 Thirteenth Street NW, Suite 900 South, Washington, D.C. 20005.

RECITALS

A. YTS is a consulting firm that provides strategic advisory services.

B. EOM desires to engage the advisory services of YTS, and YTS desires to provide advisory services to EOM upon the terms and conditions below.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Advisory Duties. YTS will provide government and public affairs services for the purposes of promoting bilateral relations and expanding cooperation between the Kingdom of Morocco and the United States.

2. Term. YTS's duties under this Agreement shall commence on the Effective Date and continue until December 31, 2022.

3. Independent Contractor Status. It is understood that YTS is an independent contractor and is not an employee of EOM, and shall not hold itself out to the public as an employee of EOM. EOM will not provide, nor will it be responsible to pay for, any benefits for YTS.

4. Employees of Independent Contractor. YTS may, in its sole discretion, hire as many employees, contractors, or other persons as it requires in order to fulfill its obligations under Section 1 of this Agreement. EOM will be advised of the employment or hiring by YTS of such persons. If such persons are employees of YTS, then YTS shall be solely responsible for all necessary insurance and payroll deductions for such persons, including but not limited to, federal, state, and local income taxes, Social Security taxes, unemployment compensation taxes, workers' compensation coverage, and any other fees, charges, or licenses required by law.

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If such persons are contractors of YTS, then the independent contracting relationship shall be established between such contractor and YTS exclusively, and YTS shall be responsible for directing the duties of such contractor.

5. Business of Independent Contractor. YTS may engage in any other business that it desires and is not required to devote all its energies exclusively for the benefit of EOM.

6. No Solicitation. During the term of this Agreement and for a period of one year after its termination EOM will not for its purposes or on behalf of any other party or any of its affiliates, employ, take away, or attempt to take away any YTS employee or contractor, unless EOM has received the prior written approval of YTS.

7. Discrimination. No person on the basis of handicap, race, color, religion, sex, sexual orientation, age, or national origin, will be excluded from participating in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of YTS. YTS shall, upon request, show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants, notices of non-discrimination.

8. Compensation. In complete consideration for the services to be rendered under this Agreement, EOM shall pay YTS $420,000 non-refundable fee ("Fee") for the services associated with strategic advice in the United States and as an allowance for out-of-pocket expenses incurred in the execution of the services. The Fee can through mutual agreement of the parties (Email correspondence is sufficient) be revised based on the communications and increased needs of EOM.

9. Invoice. YTS will submit 7 monthly invoices of $60,000 each to EOM for the Fee set forth in Section 8 of this Agreement. The invoices will be submitted by YTS on the 1st of each month.

10. Additional Services and Fees. Prior to commencing such services, EOM shall also pay YTS, upon receipt of invoices from YTS, for: (i) the costs of all approved events or production projects, such amounts based on the budgets set forth for such events or projects; (ii) the costs of all approved vendor fees, such amounts based on the mutually-agreed upon estimates set forth for such fees; and (iii) the development, production, and placement of paid advertisements, such amounts based on the mutually-agreed upon estimates set forth for such fees. Upon completion of the services, YTS will reconcile actual costs to estimates, and invoice or refund EOM as necessary.

601 Thirteenth Street NW, Suite 900 South, Washington, D.C. 20005
(202) 871-3901 info@yorktownsolutions.com

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11. Disclosure and Confidentiality. All non-public information marked as such and given to YTS by EOM will be considered confidential information and shall be maintained as such by YTS until the same becomes known to third parties or the public without release thereof by YTS, or unless YTS is required to disclose such information under applicable law, *provided*, that in such instance, YTS shall notify EOM as promptly as possible of such obligation to release confidential information. YTS shall take all necessary steps to safeguard the confidentiality of such material or information. YTS will give EOM notice as set forth herein before making such disclosure of non-public information. Further, YTS agrees to inform EOM immediately upon receiving reason to believe that persons or entities are seeking to obtain any confidential information from YTS.

12. Governing Law. This Agreement shall be subject to and governed by the laws of the District of Columbia, without regard to the conflict of law provisions thereof. Any dispute regarding the terms of this Agreement shall be brought in district or federal courts located in the District of Columbia.

13. Legal Filings. It is understood that YTS may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA") on behalf of EOM and thereafter will be required to file the reports required by FARA, detailing its activities under this Agreement on EOM's behalf. It is further understood that YTS will comply with all Federal statutes, regulations, and ethics rules governing its activities on behalf of EOM with the United States Congress and Federal Executive Branch departments and agencies.

14. Termination of Agreement. Either party may terminate this Agreement without cause for any reason 90 days after the Effective Date. In the case of a material breach by the other party, this Agreement may be terminated immediately. In the event of a termination of this Agreement (whether or not for cause) EOM shall remain liable for all fees, disbursements, and other related charges incurred by YTS and its contractors up to the date of termination, as well as amounts that YTS is obligated to pay to third parties pursuant to non-cancelable agreements YTS has entered into in performance of this Agreement.

15. Waiver. The waiver by either party of any covenant, obligation, or breach of this Agreement shall not operate as, or be construed as, a waiver of any other such covenant, obligation, or breach hereof.

16. Modification. No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.

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17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between EOM and YTS regarding the matters related hereto.

18. Severability. If any terms of this Agreement are held to be invalid or unenforceable as a matter of law the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

19. Indemnification. (a) Each party agrees that it will indemnify and hold harmless the other party, its officers, employees, agents, subsidiaries, and affiliates, and the officers, employees, and agents of such affiliates, from and against any and all loses, claims, damages, liabilities, costs or expenses (including reasonable attorney's fees) (collectively, "Claims") incurred which are related to or arise out of or are in connection with any actual or alleged violation or breach of the terms of this Agreement; and (b) EOM agrees that he will indemnify and hold harmless YTS from any Claims brought by third parties arising out of or in connection with YTS's performance of this Agreement, provided that EOM shall not be obligated to indemnify YTS if such Claim results from negligence on the part of YTS. In the case of any negligent action on the part of YTS, YTS agrees that it will indemnify and hold harmless EOM from any and all Claims arising out of or in connection with such negligence. The obligations in this Section 19 shall survive the termination of this Agreement and are in addition to any liability which an indemnifying party may otherwise have, and shall be binding upon and inure to the benefit of any successors, assigns, heirs, and personal representatives of the indemnified party.

20. Headings. The headings are inserted for convenience and shall not be considered when interpreting any of the provisions or terms hereof.

21. Signature Authority. Each of the signatories to this Agreement warrant and represent that they have the full legal authority to execute this Agreement and that they are duly authorized to bind the entity on behalf of which they have executed the Agreement.

22. Notices. Whenever notices are required to be given under this agreement, such notices shall be sufficiently given or made if in writing and sent by certified mail, return receipt requested, addressed as follows:

In the case of YTS:
Yorktown Solutions, LLC

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Attn: Daniel Vajdich
601 Thirteenth Street, NW, Suite 900 South
Washington, D.C. 20005

In the case of EOM:
Embassy of the Kingdom of Morocco
Attn: Larbi Bouattaf
3508 International Drive, NW
Washington, D.C. 20008

In witness whereof, each of the parties hereto has executed this contract in duplicate originals; one of which is retained by each of the parties

Yorktown Solutions, LLC

By: _____
Daniel P. Vajdich
President

Embassy of the Kingdom of Morocco

By: _____
Larbi Bouattaf
Minister Counselor

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