

U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
SKDKnickerbocker LLC

2. Registration Number
7552

3. Name of Foreign Principal
Israel Ministry of Foreign Affairs

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 04/28/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant, an affiliate of Stagwell Global LLC, is consulting with the foreign principal on media relations.

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

Registrant is consulting with the foreign principal on media relations.

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.

Registrant is consulting with the foreign principal on media relations.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes ☐

No ☐

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register³ to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐No ☐

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

Date Received	From Whom	Purpose	Amount/Thing of Value
---------------	-----------	---------	-----------------------

13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐No ☐

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

Date	Recipient	Purpose	Amount/Thing of Value
------	-----------	---------	-----------------------

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
08/29/2025	Jasmine Hooks	Sign /s/Jasmine Hooks
		Sign
		Sign
		Sign

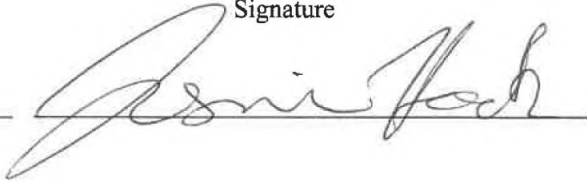
EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

8/29/25 Jasmine Haks 



Schedule #2 – PR Support

This Schedule #2 (the “Schedule”) sets out the terms and conditions for the services to be provided by Stagwell Global LLC (“Service Provider”) for HAVAS, on behalf of Lapam and the Ministry of Foreign Affairs (the “Client”), under the Agreement between HAVAS and the Ministry of Foreign Affairs. (the “Agreement”). This Schedule is effective April 1, 2025 (the “Effective Date”). Service Provider and Client are individually a “Party” and collectively, the “Parties.” Except as set forth in Section 6, all terms and conditions set forth in the Agreement apply to this Schedule.

- I. **Scope of Services.** Service Provider will provide PR support to ensure the consistent presence and credibility of civil society “spokespeople” in top-tier international media outlets, strategically shaping global narratives, and influencing public perception in alignment with the foreign policy goals and values of Israel’s Ministry of Foreign Affairs (the “Services”). The Services are comprised of the following:
 - a) Spokesperson Recruitment and Preparation. Service Provider will:
 - i. Support the recruitment of the best three to five (3-5) spokespeople to represent various civil society voices (each a “Spokesperson” and collectively, the “Spokespeople”).
 - ii. Provide each Spokesperson with comprehensive media training, including preparation for effective on-camera communication, visual techniques, and strategies for handling high-stakes interviews. (This ongoing training will build confidence and equip each Spokesperson with the tools to succeed in live and virtual environments.)
 - b) Strategic Outreach to Key Journalists, Editors, and Influencers.
 - i. By using established relationships with top-tier media outlets, Service Provider will identify and engage journalists, producers, and editors in key international newsrooms. (This outreach will involve proactive, tailored pitches to ensure Spokespeople are included in global narratives, ensuring their voices are heard in influential media outlets such as BBC, CNN, FOX, and AP.)
 - ii. Testing the efficacy of using influencers (“Influencers”), and, if appropriate, Service Provider will develop an ongoing set of relationships with Influencers and work closely with them to ensure effective messaging.
 - c) Sustained Media Engagement and Visibility.
 - i. By securing high-profile media placements, Service Provider will ensure Spokespeople are consistently featured in global news cycles.
 - ii. Service Provider will create strategic opportunities for Spokespeople to comment on emerging stories, ensuring their contributions amplify the narrative in alignment with Israel’s foreign policy goals.
 - iii. Through careful tracking and analysis of media impact, Service Provider will refine the approach and expand opportunities to keep the Ministry of Foreign Affairs’ message fresh and relevant, sending regularly updated messaging, talking points, and fact sheets.

- iv. Service Provider will develop a bot-based program on various social media channels (e.g., Instagram, TikTok, LinkedIn and YouTube) that “floods the zone” with the Ministry of Foreign Affairs’ pro-Israel message.

d) Monitoring and Rapid Response. Service Provider will:

- i. Continuously track media coverage and real-time developments to identify opportunities for immediate engagement so that Client can quickly deploy Spokespeople with tailored messaging to shape breaking news cycles and ensure civil society voices are at the forefront.
- ii. Assist Client to rapidly adjust its strategies based on an media impact analysis to sustain visibility and deepen relationships with key outlets for ongoing coverage.

II. **Fees.**

- a) Service Provider’s total fee for performing the Services is \$600,000 (the “Agency Fees”).
- b) Any action by Client that causes a material delay in commencing or continuing the work may result in a change to the project’s schedule and/or supplemental charges, to be discussed and resolved by the Parties.
- c) If Client requests Service Provider to perform work outside of the Services, Service Provider will obtain Client’s written authorization before providing the additional services. Such additional work may require additional fees and would be outlined in an amendment to this Schedule or in a subsequent Schedule, to be signed by the Parties. Service Provider will not commence any such work without the Client’s prior written authorization.

III. **Invoicing.**

- a) Invoicing and Terms. Service Provider will invoice Client as follow for the Agency Fees:
 - i. \$50,000 monthly (the “Monthly Agency Fee”), From April 2025 through March 2026.
- b) Expenses. To the extent any expenses, including charges related to any travel, or third-party charges (collectively, “Expenses”) arise as part of the Services, Service Provider will seek Client’s prior written authorization before incurring the same. Service Provider will invoice Client for Expenses monthly, in arrears, in the month following the month when incurred.
- c) Administrative.
 - i. All invoices are payable via wire payment within forty-five (45) days of receipt of the invoice. Service Provider will provide banking details for payment.
 - ii. Service Provider will invoice Client for any third-party expenses that arise in its performance under this Schedule in arrears.
 - iii. Unless changed, Client’s contact name and email for invoices is Havas Media Germany GmbH
 - iv. Please direct any questions regarding Service Provider’s invoicing to Alexis Williams (alexis.williams@stagwellglobal.com).

III. **Term and Termination.** This Schedule will commence on its Effective Date and will remain effective for twelve (12) months unless earlier terminated in accordance with this Schedule(the “Term”).

a) This Schedule may be terminated:

- i. For any or no reason by Client upon sixty (60) days written notice ("Notice") to Service Provider (a termination for "Convenience").
- ii. By either Party immediately in the event of the other Party's material breach of this Agreement that is not cured within ten (10) business days after receiving written Notice describing such breach to the breaching Party (a termination for "Cause").

b) In the event this Schedule is terminated:

- i. For any reason, unless by Client for Cause, Client shall pay Service Provider the prorated Monthly Agency Fee for the period beginning on the date of Notice and ending on the effective date of termination.
- ii. By Client for Cause, Client shall pay Service Provider the Monthly Agency Fee for the Services performed prior to the date of Notice.
- iii. By either Party for any reason, in addition to its payment obligations above, Client shall pay Service Provider for all approved, non-cancellable Expenses incurred by Service Provider on Client's behalf prior to the effective date of termination.

IV. **Supplemental Legal Terms.** Notwithstanding anything to the contrary in the Agreement, the following terms govern this Schedule:

a) Warranties. Service Provider represents and warrants that it shall comply with all applicable laws, regulations and ordinances in performing the Services.

b) Indemnification.

- i. Each Party shall defend, indemnify and hold harmless the other Party and its officers, directors, shareholders, members, employees, agents, successors and assigns (collectively, the "Indemnified Parties") from and against any and all claims, suits or proceedings (collectively "Claims") and any related judgments, or settlements, and any related costs, damages, penalties, fines, liabilities and expenses (including reasonable attorney fees) (collectively, "Damages") resulting or arising from a claim against the Indemnified Party by a third-party.
- ii. Where Service Provider's indemnification obligation pertains to a Claim that the Services or anything that Service Provider delivers to Client (collectively, "Deliverables") infringes on a third-party's intellectual property rights at the time of delivery (an "Infringement Claim"), Service Provider's indemnification obligation does not apply (1) to Deliverables that are not in their final form or (2) to the extent that the alleged infringement is caused by (A) any materials that the Client provided Service Provider to use in the Deliverables, or (B) modification of any Deliverables by a party other than Service Provider without the Service Provider's consent.
- iii. Notwithstanding any other provisions in the Agreement, a Party's obligation to provide an indemnification under this Section is mitigated to the extent the indemnified Party caused the underlying claim for which indemnification is sought.
- iv. In the event of matter warranting protection under this Section, the indemnifying Party shall not settle any Claim without obtaining the consent of the indemnified Party (such consent to not be unreasonably withheld or delayed), unless such settlement includes the indemnifying

Party (i) accepting full responsibility for any settlement amount and (ii) receiving from the third-party a full release of fault or liability by the indemnified Party.

c) Limitation of Liability.

- i. Except as arising pursuant to a Party's breach of its obligations of confidentiality, or as a result of a Party's willful misconduct, negligence, or fraud or as otherwise prohibited by law, in no event shall either Party be liable to the other or to any third-party for any special, indirect, incidental, punitive or consequential damages of any kind, whether foreseeable or not, and without regard to the form of the action, including but not limited to contract, negligence or tort, arising out of or in connection with the furnishing, performance or use of the Services or data provided for under this Agreement.
- ii. Notwithstanding the foregoing, neither Party's maximum aggregate liability for any Claims under this Schedule will exceed the Agency Fees.

d) Waiver and Disclaimer of Warranties. Service Provider does not guarantee that its performance of the Services will provide Client with any specific results or benefits and Service Provider shall not be in breach of this Agreement and shall have no liability to Client hereunder to the extent that Service Provider's failure to perform under this Agreement arises from or is attributable to information provided to Service Provider from Client that is delayed, incorrect or incomplete.

e) Confidentiality and Proprietary Information

- i. Each Party, as a "Recipient," acknowledges that, in the course of performing its obligations under this Schedule, its employees and agents will be exposed to certain information, materials and property related to the other Party (the "Disclosing Party") and its activities that are confidential or proprietary to the Disclosing Party, including but not limited to financial information, trade secrets, and in the case of Client, its content (e.g., data, information, images, text or other content; collectively the "Client Content") and Client Materials (all such confidential or proprietary information of the Disclosing Party, collectively, the "Confidential Information").
- ii. Confidential Information shall not include any information that (i) is generally available to or becomes known to the public through no act of the Recipient in breach of this Agreement; (ii) was previously known by the Recipient as evidenced by written records through no act in breach of any confidentiality agreement; (iii) was independently developed by the Recipient without the use of any Confidential Information of the Disclosing Party as evidenced by written records; or (iv) was disclosed to the Recipient by a third-party under no obligation of confidentiality to the Disclosing Party.
- iii. Subject to the limitations contained in this Section, and except as may be approved in writing by the Disclosing Party, each Party as a Recipient agrees that it shall, during the Term and after its conclusion:
 - (1) Exercise a commercially reasonable degree of care to protect the confidentiality of the Disclosing Party's Confidential Information; and
 - (2) Not reveal, report, publish, disclose, transfer, copy or otherwise use any of the Disclosing Party's Confidential Information except:
 - (A) As may be necessary for the Recipient to meet its obligations under this Agreement and to perform or receive the Services.

(B) To its Representatives as may be necessary for those persons to effectively meet the Recipient's obligations under this Agreement and to perform or receive the Services.

(C) As may be required pursuant to any subpoena, discovery or demand or other directive having the force of law or governmental inquiry (each, a "Formal Document Request"), provided that the Party required to disclose Confidential Information shall use commercially reasonable efforts to provide written notice to the Disclosing Party sufficient to permit the Disclosing Party to contest such disclosure. In the event of a Formal Document Request, Recipient shall only disclose such information that, in the opinion of counsel, is required to satisfy such compelled disclosure. (In the event of a Formal Document Request, the Disclosing Party is responsible for all of the Recipient's costs in responding to the same.)

f) Intellectual Property Ownership.

- i. Excluding Service Provider Materials (as defined below), all of the Deliverables (whether complete or incomplete, regardless of the form they take, and regardless of whether they are intangible or tangible expressions), shall constitute a "work made for hire" (as defined in the U.S. Copyright Act of 1976, as amended, and all rights to the Deliverables belong exclusively to Client.
- ii. To the extent the Deliverables are not deemed to be a "work made for hire" and/or any of the intellectual property rights related thereto are not, by operation of law or agreement, considered owned by Client, or if ownership of any right, title or interest in any Deliverable does not otherwise vest exclusively in Client, Service Provider hereby irrevocably assigns and agrees to assign and transfer without further consideration any and all rights, title, and interests (including all intellectual property rights) in and to any Deliverable to Client. Notwithstanding the foregoing, Service Provider may withhold Deliverables for Client's failure to make undisputed payments due and payable to Service Provider.
- iii. To the extent any Deliverables include any materials owned by Service Provider, the following terms apply:
 - (1) Service Provider retains all right, title and interest in and to all information, materials, or property (including all trade secrets, copyrights, trademarks, patents and other intellectual and proprietary rights) that (i) Service Provider had created, developed or acquired before entering into this Agreement, (ii) Service Provider develops outside of the scope of this Agreement independent of Client's contributions or not paid for by Client, or that (iii) are not derivatives of or modifications of Client Materials or anything else provided to Service Provider by Client (collectively, "Service Provider Materials").
 - (2) To the extent any Service Provider Materials are necessarily required for the proper functioning of any Deliverables (such that the Deliverables will not function without the Service Provider Materials) or are embedded into or otherwise incorporated into or provided as part of the Deliverables, Service Provider hereby grants to Client a perpetual, non-exclusive, non-transferable (except in connection with the sale of Client's business or assets), royalty-free, worldwide license to use such Service Provider Materials solely in conjunction with its anticipated use of such Deliverables.

V. **Amendment.** This Schedule may be amended by the mutual written agreement of the parties hereto.

As agreed,

Havas on behalf of Lapam and the MFA

By: 

Name: Nathalie Nikpour-Wagner

Title: International Consultant

Date: 28.04.25

Stagwell Global LLC

By:  Jay Leveton (Apr 28, 2025 10:02 EDT)

Name: Jay Leveton

Title: President

Date: 04/28/2025