

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 Zell & Associates International Advocates LLC	2. Registration Number 7517
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3. Primary Address of Registrant
1345 Ave. of the Americas, New York, NY 10105

4. Name of Foreign Principal Republika Srpska	5. Address of Foreign Principal Bana Milosavljevica 4 Banja Luka, Republika Sprska BOSNIA & HERZEGOVINA
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6. Country/Region Represented
BOSNIA & HERZEGOVINA

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

☒ Government of a foreign country¹

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (*specify*) _____

☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

office of the President of the Republic

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

Danijel Dragicevic

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.

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.

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.

EXECUTION

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

Date	Printed Name	Signature
01/13/2025	L. Marc Zell	 /s/L. Marc Zell
		
		
		

EXECUTION

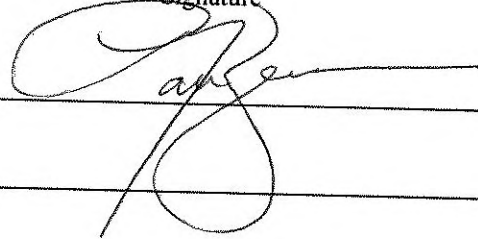
In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 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

1/13/2025

L. Marc Zell for
Zell & Associates Intl
Advocates, LLC

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

Zell & Associates International Advocates LLC

2. Registration Number

7517

3. Name of Foreign Principal

Republika Srpska

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? 01/09/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Providing services as indicated in the attached contract.

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

See paragraph 2 of the attached agreement.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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.

See Appendix for Response

11. Prior to the date of registration² 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
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-
12. During the period beginning 60 days prior to the obligation to register³ 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
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13. During the period beginning 60 days prior to the obligation to register⁴ 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
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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
01/13/2025	L. Marc Zell	Sign /s/L. Marc Zell
		Sign
		Sign
		Sign

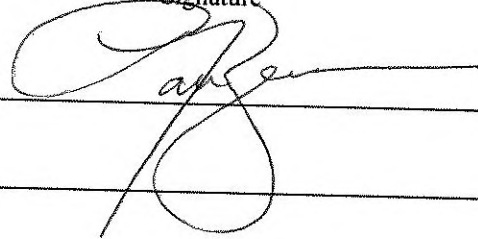
EXECUTION

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

1/13/2025L. Marc Zell for
Zell & Associates Intl
Advocates, LLC

Appendix Response to Item 10

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

1. To create and promote a dialogue between the RS and the incoming Trump 2.0 Administration aimed at improving relations between the RS and its leadership and the United States in light of the evolving geo-political conditions affecting the Western Balkans and Eastern Europe caused, among other things, by the Ukrainian-Russian War and its possible termination.

2. To eliminate the sanctions imposed by the Department of Treasury's Office of Foreign Assets Control ("OFAC") pursuant to Executive Order 14033 against democratically elected RS President Milorad Dodik and members of his family.

3. To eliminate the sanctions imposed by the Department of Treasury's Office of Foreign Assets Control ("OFAC") pursuant to Executive Order 14033 against Željka Cvijanovic (née Grabovac), a member of the Presidency of Bosnia and Herzegovina, and its current Chairwoman.

4. To promote the public re-examination of the Dayton Peace Accords ("DPA") within the United States following 30 years of practical experience under the Accords, focusing in particular on Annex 10 of the DPA relating to the role, recommendations and decisions of the High Representative.

These goals will be achieved through conversations and communications with appropriate officials of the executive branch, congress, and non-governmental policy makers and influencers and the general public.

ZELL & ASSOCIATES

RESTRICTED

INTERNATIONAL ADVOCATES LLC
AN AFFILIATE OF FANDZ INTERNATIONAL LAW GROUP
International Attorneys & Notaries

Number: I-01-5/24

Date: 25.12.2024

VIA ELECTRONIC MAIL

Mr. Danijel Dragičević
Chief of Staff to the President of the Republic
Office of the President of the Republic
Bana Milosavljevića 4
Banja Luka, Republika Srpska
Bosnia-Herzegovina

Attention: Ana Trišić Babić, email: a.trisic@predsjednikrs.rs

a) CONFIDENTIALITY LEVEL: RESTRICTED
b) DATA ON THE AUTHORITY: Office of the President of the Republic
c) LEVEL OF CLASSIFICATION DETERMINED BY: Chief of Staff of the President of the Republic of Srpska, Danijel Dragičević
d) AUTHORIZATION NUMBER: Law on the Protection of Classified Information ("Official Gazette of BiH", No. 54/05 and 12/09), the Rulebook on the Protection of Classified Information in the Office of the President of the Republic of Srpska No. 01-2-054-2177 23 of 21 April 2023 and Decision No. 01-010-4444 24 of 6 December 2024
e) DATE OF DETERMINATION OF THE CONFIDENTIALITY LEVEL: 24 December 2024
f) METHOD OF TERMINATION OF CONFIDENTIALITY: by the termination of confidentiality by an authorized person
g) DELIVERY METHOD: by e-mail

**RE: ENGAGEMENT AGREEMENT
LEGAL AND GOVERNMENT RELATIONS REPRESENTATION IN UNITED STATES**

The law firm of Zell & Associates International Advocates LLC, together with BSI Public Affairs, Inc. and BSI International Consulting, in cooperation with our affiliated companies in Washington, D.C. (collectively the "Law Firm"), is pleased to submit this engagement agreement ("Agreement") for representing Republika Srpska ("RS" or the "Client") in the United States of America as described immediately below.

1. Client

For purposes of this engagement, our client will be RS.

2. Scope of Engagement

(a) The principal objectives of the proposed engagement are:

- i. To create and promote a dialogue between the RS and the incoming Trump 2.0 Administration aimed at improving relations between the RS and its leadership and the United States in light of the evolving geo-political conditions affecting the Western Balkans and Eastern Europe caused, among other things, by the Ukrainian -Russian War and its possible termination.
- ii. To eliminate the sanctions imposed by the Department of Treasury's

New York | Washington, D.C. | Toronto | Moscow | Amman

New York Office: 350 Fifth Avenue, 59TH Floor | Empire State Building | New York, NY 10118 |
Tel.: (212)-971-1349 | Fax: (212)-253-4030 | mzell@fandz.com

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Office of Foreign Assets Control ("OFAC") pursuant to Executive Order 14033 against democratically elected RS President Milorad Dodik and members of his family.

- iii. To eliminate the sanctions imposed by the Department of Treasury's Office of Foreign Assets Control ("OFAC") pursuant to Executive Order 14033 against Željka Cvijanović (née Grabovac), a member of the Presidency of Bosnia and Herzegovina, and its current Chairwoman.
 - iv. To promote the public re-examination of the Dayton Peace Accords ("DPA") within the United States following 30 years of practical experience under the Accords, focusing in particular on Annex 10 of the DPA relating to the role, recommendations and decisions of the High Representative.
- (b) This engagement will be subject to United States legislation regarding the sanctions regime, including EO 14033, OFAC and FinCen directives. U.S. law also requires any person or entity who acts for a "foreign principal" to register with the Department of Justice ("DOJ") as a foreign agent on behalf the Client (a "foreign principal") in accordance with the Foreign Agents Registration Act [FARA] (22 U.S.C. §§611-621).
- (c) The Firm has undertaken to advise and represent RS and work with its designated representatives to provide general advice and representation regarding legal and government relations matters in United States as requested by the Client from time to time, as will be set forth in a plan of action to be provided ("Covered Services"). The Firm will provide the Covered Services in accordance a plan of action and timeline to be provided.

3. Fees, Expenses and other Charges; Billing and Payment

- (a) **Base Fee**: In consideration of the Covered Services, the Client shall pay the Firm a fixed fee of [REDACTED] per month, 50% of the annualized aggregate amount of which shall be payable upon signature of this Agreement. The balance of the Base Fee and Authorized Expenses (*see* Section 3(b) below) will be payable in equal installments of [REDACTED] each on a quarterly basis over the term of this Agreement as follows: April 3, 2025, July 3, 2025 and October 3, 2025.
- (b) **Authorized Expenses**: In addition to the Base Fee, the Client shall pay the sum of [REDACTED] per month, 50% of the aggregate amount of which shall be payable together

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with the 50% of the aggregate Base Fee upon signature of this Agreement and the balance together with the Base Fee to be paid on a quarterly basis as provided in Section 3(a) above.

- (c) **Optional Advertising Expenses**: At the sole option of the Client which shall be evidenced in writing, the Firm shall contract with third parties to provide advertising (both conventional and digital) to advance the Objectives of the engagement in accordance with a budget to be agreed upon by the parties in advance.
- (d) **Success Fee**: In the event that the Firm is successful in bringing about the cancelation/termination of all sanctions in effect as of the date of this Agreement against those individuals, who shall be agreed upon by the Parties, and who have been designated under EO 14033 or its predecessors, the Firm shall be entitled to the Success Fee in the amount of [REDACTED].
- (e) All compensation, expense, reimbursement and any other payments to us shall be remitted and paid in U.S. dollars and without withholding or deducting any tax, assessment or other governmental charge (collectively, "Tax"); If you shall be required to deduct or withhold any such Tax, or if any Tax is required to be paid by us solely on account of tire services performed hereunder, you shall pay to us such additional amounts as shall be required so that the net amount received by us from you after such deduction, withholding or payment shall equal the amounts otherwise due to us.
- (f) Payments will be wire transferred to our trust account with JP Morgan Chase Bank NA, pursuant to the account information that will be provided to the Client. Prior to effecting any wire transfer under this Agreement, the Parties will cooperate to remove any risk of wire fraud (e.g., multi-factor authentication, oral verification).

4. **Conflict of Interests**

It is possible during or after the time we represent the RS that some other current or future client will ask us to represent, it in connection with some dispute, transaction, or other matter that is not substantially related to our representation of the RS in which the interests of such client may be directly adverse to RS interests. You acknowledge and agree that, consistent with our professional responsibilities to the RS, the Firm may continue, or in the future undertake, to represent any existing or new client in any matter, even if the interests of such client in such matter are directly adverse to yours, as long as such matter is not substantially related to our representation of RS. We agree not to represent any such clients in their assertion of claims against Republika Srpska.

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5. Term and Termination

- (a) This Agreement will enter into force upon signature of this Agreement by the Parties and remittance of 50% of the annualized Base Fee and Authorized Expenses, namely \$500,000, ("Effective Date") and continue for a period of twelve months after the Effective Date, which may be extended by mutual agreement of the parties for additional six-month periods.
- (b) This Agreement may be terminated by either Party upon written notice to the other Party of a material breach by the other Party, which shall not have been cured within 30 days of the notice of breach.
- (c) Upon the termination of this engagement, we will either make arrangements to return to you all copies or originals of documents or materials belonging to the Client or otherwise constituting Client records, store them at your expense, or dispose of them. You agree that we may keep copies of any such files if we so choose. You also agree that our own internal files (including but not limited to firm administrative records, time and expense reports, personnel and staffing materials, accounting records, and related documents) and attorney work product (including without limitation drafts, notes, legal memoranda, and other legal and factual research reflecting our opinions and mental impressions) pertaining to this matter are our property and will not be delivered to you at the conclusion or upon the termination of our engagement.

6. Governing Law and Dispute Resolution

- (a) This Agreement shall be governed by and construed in accordance with the substantive law of the State of New York, exclusive of its choice-of-law rules.
- (b) All disputes and controversies arising under or in relation to this Agreement that are not resolved amicably will be resolved by binding arbitration before a single arbitrator in London, England, in accordance with the Rules of Arbitration of the International Chamber of Commerce then in effect. Notwithstanding the foregoing, nothing in this Agreement shall preclude the Parties from seeking interim judicial relief in any forum with competent jurisdiction.
- (c) In the event of any inconsistencies between the English version and Serbian translation of this Agreement, the English version shall prevail.

RESTRICTED

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7. Miscellaneous

- (a) The terms of this Agreement may be modified solely by the written agreement of the Parties hereto.
- (b) If a provision of this Agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect the enforceability or validity of any other provision of this Agreement.

If the foregoing correctly reflects the terms and conditions of our Agreement, please indicate your acceptance by signing the Agreement in the space provided below and return it to us.



Mr. Danijel Dragičević
Chief of Staff to the
President of the Republic

Date: _____

[Signature]

L.
Marc Zell, Esq.
Zell & Associates International Advocates,
LLC

*Admitted to the Bars of the State of Maryland,
the Commonwealth of Virginia, District of
Columbia and the State of Israel; not admitted
in the State of New York*

Date: 27 December 2024

[Signature]

BSI Public Affairs, Inc.

By: L. Marc Zell

Title: _____ Director

27 December 2024

Date: _____