U.S. Department of Justice
Washington, DC 20530

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

OMB NO. 1105-0003

Privacy Act Statement. 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 Registration Unit in Washington, DC. 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.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, Registration Unit, Criminal 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant: Daniel J. Edelman

2. Registration No.: 3634

3. Name of foreign principal: Embassy of the Kingdom of Morocco

4. Principal address of foreign principal: 1601 21st St., NW Washington, D.C. 20009

5. Indicate whether your foreign principal is one of the following:

- ☑ Foreign government
- ☐ 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

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

a) Branch or agency represented by the registrant. Embassy of Morocco

b) Name and title of official with whom registrant deals. Ambassador Aziz Mekouar

7. If the foreign principal is a foreign political party, state: N/A

a) Principal address.

b) Name and title of official with whom registrant deals.

c) Principal aim.

8. If the foreign principal is not a foreign government or a foreign political party,

N/A / foreign principal is a foreign government

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 ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. 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.

N/A

Date of Exhibit A	Name and Title	Signature
10/28/04	Robert Rehg, General Manager	Robert Rehg

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

OMB NO. 1105-0007

REVISED

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. 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 Registration Unit in Washington, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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, Registration Unit, Criminal 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 No.
Daniel J. Edelman	3634

3. Name of Foreign Principal

Embassy of the Kingdom of Morocco

Check Appropriate Boxes:

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

Edelman will provide strategic counsel and media relations outreach to promote the U.S.-Morocco free trade agreement.

REVISED

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

media relations outreach for the Embassy to promote the FTA between Morocco & the U.S.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

Date of Exhibit B	Name and Title	Signature
10/28/04	Robert Rehg General Manager	Robert Rehg

Footnote: 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 interests, policies, or relations of a government of a foreign country or a foreign political party.

August 26, 2003

LETTER AGREEMENT

The Honorable Taïb Fassi Fihri
Minister Delegate for Foreign Affairs and Cooperation
Ministry of Foreign Affairs and Cooperation
Avenue Franklin Roosvelt, Rabat
Kingdom of Morocco

Sir :

This letter, when signed in the space provided below, constitutes the agreement ("Agreement") between the Kingdom of Morocco, with the Ministry of Foreign Affairs and Cooperation of the Kingdom of Morocco acting on the Kingdom's behalf ("Client"); and Daniel J. Edelman, Inc., doing business as Edelman Public Relations Worldwide, ("Edelman") for the provision of public relations services.

1. **Services.** Edelman shall perform public relations services as initially agreed upon by both Parties, and as subsequently modified or updated periodically in writing by mutual agreement of both Parties.

2. **Compensation.**

2.1. **Fee Billing.** Edelman shall bill at the beginning of each month, an amount of $25,000 U.S. Dollars ("Retainer"). The Retainer is due to Edelman at the beginning of each month. The Retainer shall compensate Edelman for performance of the Services during that month. Edelman shall not be obligated to provide Client with hourly billing detail.

2.2. **Expenses.** Client shall reimburse Edelman for all out-of-pocket, third-party vendor expenses incurred and payable by Edelman in performing the Services. Client shall prepay Edelman for any out-of-pocket expenses that are equal to or greater than $3,000 U.S. Dollars, but may prepay any expense. To the extent Client has prepaid expenses, Edelman shall apply such prepaid amount to out-of-pocket expenses incurred and payable by Edelman, at Edelman's actual cost, in performing the Services. Unless

expenses are prepaid or paid directly to vendors by Client, Client shall pay a ten percent (10%) service charge on all out-of-pocket, third-party vendor expenses. Prepayment of expenses must be received by Edelman no later than fifteen (15) days after the invoice date; if payment is not received by Edelman within fifteen (15) days of the invoice date, the service charge will be imposed.

Client shall reimburse Edelman monthly for all travel or entertainment related expenses incurred by Edelman or its employees in performing the Services, including, but not limited to, air travel, ground transportation, lodging, meals, tips and wireless and long distance telephone calls. All such expenses shall be paid at Edelman's actual cost.
Client shall pay, or shall reimburse Edelman for, all taxes of whatever nature, including, without limitation, local taxes on the sale or use of goods and services, Value Added Taxes, and General Services Taxes, imposed by any foreign, federal, state or municipal government or by any taxation authority thereof, as a result of Edelman's performance of the Services; provided, however, that Client shall not be responsible for any taxes based solely on Edelman's income.

In lieu of detailed billing for expenses related to in-house photocopying, local telephone calls (not long distance or phone card calls), facsimile use (including related local telephone charges), U.S. postage (other than mass mailings) and e-mail, Internet and other Client-related licensing (excluding services of Edelman Interactive Solutions, StrategyOne and Blue Worldwide) that Edelman incurs on Client's behalf, Client shall pay Edelman a monthly charge equal to six percent (6%) of Edelman's monthly fees as reimbursement for such expenses. Edelman shall not provide Client with an accounting or detail for such charge.
Client, recognizing that Edelman is obligated to pay out-of-pocket, third party vendor expenses and other costs in full in the local currency in which they were incurred, shall reimburse Edelman if any shortfall occurs as a result of fluctuating currency exchange rates. In such instances, Edelman will include an adjustment in the next monthly invoice or render a separate invoice.

2.3. **Payment.** Except as otherwise provided herein, payments for the fees and expenses described in this Section 2 are due and owing to Edelman on the invoice dates; provided, however, that such payments shall not be deemed late if received by Edelman within thirty (30) days of such invoice dates. Edelman's failure to issue an invoice in a timely manner will not relieve Client of Client's obligation to pay the amounts due pursuant to such invoice, but will postpone the due date accordingly. Restrictive endorsements or other statements on checks accepted by Edelman shall be of no force or effect. To the extent that Client disputes any invoice, Client must provide Edelman written notice of such dispute within thirty (30) days of the invoice date, or Client shall waive any claim with respect to such invoice.

Indemnification.

3.1 Client shall be responsible for the accuracy and completeness of information, statements and materials concerning its organization, products or services. Client represents and warrants that it is the owner of all intellectual property rights sufficient to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing Services for Client. Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of or relate to: (i) any act or failure to act by Client in connection with this Agreement, including breach of any provision of this Agreement; (ii) information, statements or materials (including any Claims relating to intellectual property rights therein), prepared or provided by Client or that Client directed Edelman to use, including, without limitation, any Claims of infringement or misappropriation of copyright, trademark, patent, trade secret or other intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel (iii) information, statements and materials (including any Claims relating to intellectual property rights therein) prepared for Client that Client approved; (iv) product liability or death, personal injury or property damage arising out of, or relating to, Client's products or services; or (v) Client's negligence or willful misconduct. In addition, in matters in which Edelman is not a party, Client shall pay or reimburse Edelman for all reasonable staff time, attorneys' fees and expenses Edelman incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Client is a party, subject or target.

3.2 Edelman shall defend, indemnify and hold Client harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of, or relate to Edelman's gross negligence or willful misconduct in performing the Services under this Agreement.

3.3 The indemnifying party's obligations under this Agreement are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defense and settlement of a Claim (provided that the indemnifying party may not settle any Claim in a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defense thereof with counsel of its choosing at its own expense.

3.4 This Section shall survive termination or expiration of this Agreement.

4. **Term.** This Agreement shall commence effective as of September 1, 2003 and shall continue for one (1) year through August 31, 2004. This Agreement may be renewed upon the mutual Agreement of the Parties. In the event this Agreement expires without renewal, but the Parties continue to perform, the terms and conditions of this Agreement shall govern until renewed or a new agreement is negotiated.

5. **Termination.** Either Party may terminate this Agreement for any reason by providing the other party with not less than ninety (90) days' written notice. In addition, either Party may terminate this Agreement upon ten (10) days' written notice to the other Party in the event of a material breach of this Agreement (including non-payment of any invoice), if such breach is not corrected by the other Party within the ten-day period. The respective rights and duties of the parties shall continue in full force and effect during the notice period and Client will be obligated to pay Edelman's fees and expenses through the termination date. Upon expiration or termination of this Agreement, Client shall: (i) assume Edelman's liability and obligations under, and reimburse Edelman for, any existing non-cancelable contract or commitment made by Edelman in connection with the performance of the Services; (ii) pay or reimburse Edelman for any expenses incurred or non-cancelable expenses committed to be incurred; and (iii) pay Edelman's fees for the Services as set forth in the applicable Program through the termination date. This Section shall survive termination or expiration of this Agreement.

6. **Cancellation.** Client may cancel any portion of the Services provided that no cancellation shall reduce the fees payable under this Agreement by more than 10% and provided that Client shall reimburse Edelman for all expenses incurred or non-cancelable expenses committed to be incurred with respect to such cancelled Services. If Client wants Edelman to cease all work under this Agreement, Client must terminate this Agreement as set forth in the Termination Section above.

7. **Limitation of Liability.** EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN PURSUANT TO THIS AGREEMENT. IN ADDITION, EDELMAN SHALL NOT BE LIABLE TO THE CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES. This Section shall survive termination or expiration of this Agreement.

8. **Confidentiality.** Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) enter the public domain through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by written authorization of the disclosing party. The obligations under this Section shall survive expiration or termination of this Agreement for a period of one year.

9. **Intellectual Property.** Unless provided for in the Budget and paid for by Client, Edelman does not perform any searches, including trademark or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client. Nothing in this Agreement shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.

10. **Non-Solicitation of Employees.** During the term of this Agreement and for one (1) year after its termination, Client will not, without the written consent of Edelman, knowingly solicit (either directly or indirectly) any Edelman employee with whom Client came into contact during the performance of this Agreement, for the purpose of engaging such employee as an employee, consultant, agent or other independent contractor. In the event Client does so solicit and employ or engage any person so employed by Edelman, Client shall pay Edelman a fee equal to one
half of such employee's annual cash and non-cash compensation as a reimbursement to Edelman of its recruitment and training costs. This Section shall survive termination or expiration of this Agreement.

11. **Choice of Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Illinois, regardless of any conflict of law rules. For the purposes of this Agreement and any and all legal matters related thereto, Client hereby submits to the exclusive jurisdiction of the federal and state courts located in the State of Illinois. This Section shall survive termination or expiration of this Agreement.

12. **Attorneys' Fees.** In the event that any action or proceeding (including, without limitation, any alternative dispute resolution mechanism agreed to by the parties) is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. This section shall survive termination or expiration of this Agreement.

13. **Assignment.** Neither Party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party; provided, however, that Edelman may elect to engage subcontractors in connection with the performance of its Services hereunder.

14. **Notice.** Except as otherwise provided herein, all notices that either Party is required or may desire to give the other Party hereunder shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, either postage prepaid, (iii) sent by prepaid overnight courier; (iv) transmitted by facsimile, upon receipt of a confirmation of receipt, or (v) transmitted by e-mail, when received and opened. All such notices shall be addressed to each party as follows:

To Client: His Excellency Aziz Mekouar
Ambassador of the Kingdom of Morocco
to the United States
Embassy of the Kingdom of Morocco
1601 21st Street, NW
Washington, DC 20009
Facsimile No. (202) 265-0161

To Edelman: Michael Deaver
Vice Chairman, International
Daniel J. Edelman, Inc.
1875 Eye Street, NW, Suite 900
Washington, DC 20006
Facsimile No. (202) 371-2858
E-mail Address: michael.deaver@edelman.com

With a copy to: Meredith Mendes
Daniel J. Edelman, Inc.
200 East Randolph Drive, 63rd Floor
Chicago, IL 60601

Facsimile: 312/240-0024
E-mail: meredith.mendes@edelman.com

15. **Section Headings.** Section headings contained herein are solely for convenience and are not in any sense to be given weight in the construction of this Agreement.

16. **Entire Agreement.** This Agreement, along with any and all subsequent Appendices and attachments, constitutes a single agreement, as well as the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties, whether written or oral, with respect to the subject matter hereof, and may be modified or amended only by a writing signed by the party to be charged.

Your signature below confirms that you, as an authorized representative of Client, enter into this Agreement on behalf of Client.

Sincerely,

DANIEL J. EDELMAN, INC.

By: Michael R. Deaver

Michael Deaver

Title: Vice Chairman, International

ACCEPTED AND AGREED TO ON
THIS 16 DAY OF October 2003

MINISTRY OF FOREIGN AFFAIRS AND COOPERATION OF THE KINGDOM OF MOROCCO

By: Le Ministre Délégué aux Affaires Etrangères et à la Coopération

Taïb FASSI FIHRI

Taïb Fassi Fihri

Title: Minister Delegate for Foreign Affairs and Cooperation