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OMB No. 1124-0006; Expires May 31, 2020

**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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .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, 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 and Address of Registrant | 2. Registration No. |
|---|---|
| Daniel J. Edelman, Inc.<br>200 E. Randolph Drive - 62nd Floor<br>Chicago, IL 60601 | 3634 |

| 3. Name of Foreign Principal | 4. Principal Address of Foreign Principal |
|---|---|
| Minderoo Foundation | 80 Birdwood Parade, Dalkeith WA<br>6009, Australia |

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

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☒ Other *(specify)* An Australian Non-Profit Foundation
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

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

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

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.



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8. 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.

The Minderoo Foundation is an Australian non-profit foundation that seeks to reduce modern day slavery and build a more sustainable global community though its many initiatives including Walk-Free.

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.)*

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.

The Minderoo Foundation is an Australian non-profit organization founded by the Forrest family based in Perth, Australia.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A | Name and Title | Signature |
|---|---|---|
| July 12, 2019 | Randall Corley, Global Compliance Officer | /s/ Randall Corley eSigned |

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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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .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, 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 No. |
|---|---|
| Daniel J. Edelman, Inc. | 3634 |

3. Name of Foreign Principal

Minderoo Foundation

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

Edelman is organizing the launch of the organization's latest report on modern day slavery, detailing steps that governments can take to reduce slavery within their respective jurisdictions. Activities involve helping to organize a panel at the United Nations, place op-eds, and facilitate media interviews for the client to discuss the findings of the report.



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

Edelman is organizing the launch of the organization's latest report on modern day slavery, detailing steps that governments can take to reduce slavery within their respective jurisdictions. Activities involve helping to organize a panel at the United Nations, place op-eds, and facilitate media interviews for the client to discuss the findings of the report.

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.

The report includes recommendations for policymakers on steps that can be taken to reduce the prevalence of modern day slavery within their jurisdiction, including the United States.

## EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B | Name and Title | Signature |
|---|---|---|
| July 12, 2019 | Randall Corley, Global Compliance Officer | /s/ Randall Corley eSigned |

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

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**LETTER OF AGREEMENT**

Tess Ingram
The Minderoo Foundation Pty Ltd
80 Birdwood Parade
Dalkeith WA 6009, Australia

Dear Tess,

Daniel J. Edelman, Inc., doing business as Edelman ("Edelman"), asks you or another authorized representative of **The Minderoo Foundation Pty Ltd as trustee for The Minderoo Foundation Trust (ABN 24 819 440 618)** ("Client") to sign this letter authorizing us to commence work on your behalf effective May 30th, **2019** through July 31st, **2019** for public relations services as set forth in Appendix A. In the event of non-payment of an invoice, in accordance with this letter, Edelman may terminate this letter. This letter may be renewed upon the mutual agreement of the parties. In the event this letter expires without renewal, but the parties continue to perform, the terms and conditions of this letter shall govern until renewed or a new agreement is negotiated.

Edelman shall bill Client for:

(a) its professional fees according to the budgeted costs set forth in Appendix A which fees are inclusive of all applicable transaction taxes payable (including sales, use, value added, general services, or any other similar transaction taxes imposed by any government or taxation authority); and

(b) out-of-pocket costs (other than with respect to travel and entertainment expenses reimbursable to Edelman employees) and certain expenses required in order to provide the Services (which include, but are not limited to, utilization of certain research and media databases, and/or certain technological tools and services) provided that Client shall only be required to pay for such costs and expenses where they have been incurred with the prior written consent of Client.

Invoices are due on the invoice date, but won't be deemed late if paid within thirty days from the date of receipt of such invoice by Client.

Unless specifically paid for by Client, Edelman does not perform any searches, including but not limited to, trademark, copyright 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 herein shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses provided Edelman does not breach any limitations on such licences.

Client represents and warrants that the materials and information it provides to Edelman are accurate and complete and that it is the owner or licensee 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 hereunder. Client shall be responsible for any third-party liabilities, actions, claims, damages, judgments or expenses, including attorneys' fees and costs, (collectively "Claims") that arise out of or relate to: (i) information, statements or materials (including any Claims relating to intellectual property rights therein), prepared or provided by Client, that Client directed Edelman to use or that were approved by Client,

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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 (ii) product liability or death, personal injury or property damage arising out of, or relating to, Client's acts or omissions or Client's products, services or equipment; and/or (iii) Client's negligence or willful misconduct. In addition, in matters in which Edelman is not an adverse 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, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Client is a party, subject or target.

EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS LETTER AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN HEREUNDER. IN ADDITION, EDELMAN SHALL NOT BE LIABLE TO 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.

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) become publicly available 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 the disclosing party.

This letter shall be construed in accordance with the laws of the State of Illinois, regardless of any conflict of law rules. By signing below, Client authorizes Edelman to begin work on its behalf on the aforestated terms.

ACCEPTED AND AGREED TO ON THIS 12 DAY OF July 2019.

**THE MINDEROO FOUNDATION PTY LTD**

By: _____

Printed Name: JENNIFER MORRIS

Title: CEO - Walk Free

Date: 12-7-19.

**DANIEL J. EDELMAN, INC.**

By: _____

Printed Name: Michael Boisjolie

Title: Regional Finance Director

Date: 7/12/19

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**APPENDIX A**
**STATEMENT OF WORK**

**Description of Professional Services:**

Edelman to perform the following Services:

- *Event preparation*
  - Identify one MC and panellist for the UN panel event

- *Pre-New York event (June)*
  - Develop and update a set of global media targets to be refined with the Walk Free team
  - Manage distribution of embargoed copies to respected key sources
  - Secure a series of embargoed interviews to maximise coverage on the day
  - Provide 1-1 briefing and run-through of key messages to spokespeople in advance

- *International Media Launch*
  - Place two op-eds to be pitched to relevant and respected UK and US titles
  - Dedicated Edelman UK and US team providing proactive press office function, media pitching, interview arrangement and staffing
  - Dedicated strategic counsel
  - Issues support as needed

- *New York launch event*
  - Provide on-the-ground support, media-handling and strategic counsel as required
  - Staff 1-1 media interviews post event for multiple spokespeople
  - Preparation of media briefing documents, staffing of all interviews and dedicated US support for Andrew and other spokespeople as required
  - Issues support as needed

**Budget:**
Professional Fees: ..... AUD$ 50,000.00/one-time fee
Out of pocket expenses: .....As incurred

**Exchange Rate:** Minderoo will pay the equivalent of AUD$50,000.00 at the appropriate USD exchange rate applicable at the time of payment and as determined by our bank.

**Fee Billing:** Edelman shall invoice Client according to the payment schedule set forth below. Fees are based on the scope of services above and not actual hours. As such, Edelman should not be obligated to provide Client with hourly billing detail.

**Expense Billing:** Edelman shall invoice Client in the actual out-of-pocket expense amount(s) at the end of the project and as incurred basis.

**Invoices:** Edelman will render invoices to include professional fees in one lump sum and expenses by category. Documentation for out-of-pocket expenses will be available upon request. Payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices should be addressed to:

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| | |
|---|---|
| **Name:**<br>**Company Name:**<br>**Address:** | Tess Ingram<br>The Minderoo Foundation Pty Ltd as trustee for The Minderoo Foundation Trust<br>PO Box 3155 Broadway<br>Nedlands, Western Australia 6009<br>Australia |

**FIXED FEE BLLING SCHEDULE:**

| ESTIMATED INVOICE DATE (mm/dd/yyyy) | AMOUNT AUD$ (Inclusive of 6% admin fee) |
|---|---|
| 07/31/2019 | $50,000 |

ACCEPTED AND AGREED TO ON THIS - 12 DAY OF July, 2019.

**THE MINDEROO FOUNDATION PTY LTD**

By: _____

Printed Name: JENNIFER MORRIS

Title: CEO - Walk Free

Date: 12-7-19

**DANIEL J. EDELMAN, INC.**

By: _____

Printed Name: _____

Title: _____

Date: _____

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