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OMB No. 1124-0006; Expires July 31, 2023

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	2. Registration Number
Daniel J. Edelman. Inc.	3634

3. Primary Address of Registrant

200 East Randolph Street - 62nd Floor
Chicago, IL 60601

4. Name of Foreign Principal	5. Address of Foreign Principal
The Minderoo Foundation Pty Ltd	PO Box 3155 Broadway Nedlands, Western Australia, Australia 6009

6. Country/Region Represented

U.S and EU markets

7. Indicate whether the 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)* Australian Non-Profit Organization
- ☐ Individual-State nationality _____

8. 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 engages

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

a) Name and title of official 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.

The Minderoo Foundation is an Australian non-profit organization that Edelman will be helping to inform media on their OceanOmics initiative to better understand the biology of the deep ocean.

Edelman will also be working with Minderoo to highlight a new report, Stacked Odds, which details the prevalence of women and girls in conditions of modern-day slavery.

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.

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

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EXECUTION

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

Date	Printed Name	Signature
October 02, 2020	Randall Corley	/s/ Randall Corley eSigned

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U.S. Department of Justice

Washington, DC 20530

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

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

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

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

1. Name of Registrant	2. Registration Number
Daniel J. Edelman, Inc.	3634

3. Name of Foreign Principal

The Minderoo Foundation Pty Ltd.

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? Executed 10-1-2020

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

Provide the Minderoo Foundation, an Australian non-profit organization with PR support to highlight their new report, Stacked Odds, which provides a clearer picture on the prevalence of modern day slavery amongst women and girls around the world. Also, Edelman will be engaging media around Minderoo's OceanOmics initiative, which aims to better understand the biology of the deep ocean as well.

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

Edelman will secure media and provide public relations services to promote two initiatives for the Minderoo Foundation, an Australian non-profit organization.

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.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

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.

Media pitch disseminated via email on 10-1-2020 to individual journalists regarding scientific paper on the Future of Ocean Research for Conservation.

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

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

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
		Total	

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

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

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

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EXECUTION

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

Date	Printed Name	Signature
October 02, 2020	Randall Corley	/s/ Randall Corley eSigned

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LETTER OF AGREEMENT

September 23, 2020

Anthony Flannery
The Minderoo Foundation Pty Ltd
PO Box 3155
Broadway Nedlands WA 6009, Australia

Dear Anthony,

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 September 22, 2020 through October 23, 2020 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. Either party may at any time and for any reason on giving 30 days' written notice ("Notice Period") to the other party terminate this letter in whole or in part. Client shall pay Edelman for non-cancelable expenses committed to be incurred prior to the end of the Notice Period, provided that Client shall only be required to pay for such expenses where they have been committed to be incurred with the prior written consent of Client. Email approval deemed acceptable. Termination of this letter does not affect any accrued rights or liabilities of either party (or any liability or rights that arise as a result of, or on the occurrence of termination). This letter may be renewed upon the mutual written 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 written agreement is negotiated.

If either party materially defaults in fully and punctually performing any obligations expressly contained or implied in this letter, the non-defaulting party may, without prejudice to any right under this letter, terminate this letter upon 10 days' written notice to the defaulting party if such breach has not been fully rectified or corrected within the 10 day period.

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.

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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 licenses.

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, 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 as a result of the Client being 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 letter. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this letter 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 letter; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party.

Each party may not assign, transfer or otherwise deal with any of its rights under this letter without the prior written consent of the other party (which consent shall not be unreasonably withheld).

Edelman (i) may not subcontract any of its professional obligations under this letter without the prior written consent of Client (email approval deemed acceptable), and where Edelman does subcontract it shall ensure that its subcontractors selected and engaged by Edelman comply with the relevant Edelman obligations under this letter that are applicable to such subcontractor's services hereunder; and (ii) is responsible to Client for the acts and omissions of its subcontractors selected and engaged by Edelman to perform services hereunder, or any employee or agent of subcontractors selected and engaged by Edelman to perform services hereunder, as if they were the act or omission of Edelman hereunder .

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Edelman acknowledges that Client may undergo change and that Client may make such changes to its structure or organization as it thinks fit. Edelman agrees (i) it has no claim against Client solely by reason of any lawful changes made by Client to its structure or organization; and (ii) to reasonably cooperate with Client with respect to; any changes made by Client to its structure or organization.

Edelman is responsible for paying any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) assessed as being payable in connection with this letter or any transaction contemplated by this letter. Notwithstanding the foregoing, Edelman may charge and invoice Client, and Client shall pay, any applicable transaction taxes, including, without limitation, sales, use, value added, general services, or any other similar transaction taxes imposed by any government or taxation authority, as a result of Edelman's performance of the services regardless of when payment for services was made, unless Client provides Edelman with a valid exemption certificate or other valid documentation that Edelman is not required to collect such transaction taxes or Client can demonstrate that it has already paid such transaction taxes to the applicable government or taxation authority. Within a reasonable timeframe set forth in writing, each party shall provide and make available to the other party any documentation related to applicable transaction taxes reasonably requested by the other party, including resale certificates, direct pay permits, or treaty certifications. Client shall not be responsible for any taxes based solely on Edelman's income.

In compliance with data privacy and security laws, the parties agree to, among other things, comply with the provisions of Appendix B.

Nothing in this letter may be construed as creating a relationship between Client and Edelman of partnership, of principal and agent or of trustee and beneficiary.

This letter cannot be amended or varied except in writing signed by the parties. 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 1st DAY OF OCTOBER, 2020.

THE MINDEROO FOUNDATION PTY LTD	**DANIEL J. EDELMAN, INC.**
By: _____	By: Vikram K. Tohan
Printed Name: Stephen Daly	Printed Name: Vik Tohan
Title: COO of Minderoo and Tattarang	Title: EVP - Finance
Date: 01/10/2020	Date: 10/1/2020

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APPENDIX A
STATEMENT OF WORK

Description of Professional Services:
Edelman will promote The Minderoo Foundation's Women and Girls Report. *Stacked Odds,* on Thursday, October 8th, in advance of the *International Day of the Girl* on October 11th. The report will detail the prevalence of modern-day slavery amongst women and girls around the world.

Edelman will target both U.S., UK, and international media based in New York and London. As part of this outreach, Edelman will:

- Build a media list of reporters who are likely to have an interest in the report.
- Coordination with the Client and its Australia-based agency partner, Cannings Purple.
- Development of workback tracker, to be managed in concert with Cannings Purple at Client's direction.
- In support of Cannings Purple, who will be identifying the primary pitch and media angles, Edelman will identify additional media angles to pitch media that may have resonance with U.S. and UK-based international media.
- Securing interviews with U.S. and UK-based media for Grace Forrest, primary report spokesperson, and other spokespeople representing the Client.
- Ensuring U.S., UK, and international media based in the U.S. and UK cover the report.
- Edelman understands that Cannings Purple is responsible for materials development, including the press release, factsheets, and coverage tracker, however Edelman will endeavor to be supportive, including flagging coverage as we see it, and advising on changes to materials for resonance with media.

Edelman will also promote the Client's *OceanOmics* land-based research and the Panthalassa ship development proposal (being tested on the *Pangea*) intending to understand the biologics of the deep ocean. Specifically, the plans hypothesize new ships and technology that will --

- Develop innovative sequencing and bioinformatics techniques that, when integrated on board a breakthrough sampling platform, will enable monitoring and conservation of ocean wildlife populations at unprecedented speed and scale.
- Generate the first ocean vertebrate genome reference library, an important precursor and lasting legacy, that will accelerate genomics research and ocean conservation globally.
- Support 30 by 30 - the conservation of 30% of the world's ocean and 90% of ocean biodiversity by 2030 - by quantifying genetic health in marine protected areas (MPAs) and identifying new ocean regions in need of high levels of protection, in collaboration with Minderoo Foundation's *Flourishing Oceans Initiative*.

Edelman's focus will be to promote these initiatives and secure coverage with media in the U.S. and Europe. Edelman will perform the following Services between September 22-October 23, 2020:

Budget:

Professional Fees: ……	USD$ 52,830/one-time fee
Out of Pocket FARA Registration……	USD$ 610/one-time fee
Out of Pocket Expenses……	USD $As Incurred
Administrative Fee (6 percent)……	USD$ 3,170 /one-time fee

Total: USD$ 56,610

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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 the actual out-of-pocket expense amount(s) on an as incurred basis throughout the term of this letter and upon the expiration or termination of this letter, subject to the Client's prior written agreement (email approval shall be deemed acceptable) and the incurring of such expenses.

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 date of the Client's receipt of the invoice date. All such invoices should be addressed to:

Name: **Company Name:** **Address:**	Anthony Flannery The Minderoo Foundation Pty Ltd as trustee for The Minderoo Foundation Trust PO Box 3155 Broadway Nedlands, Western Australia, Australia 6009

FIXED FEE BILLING SCHEDULE:

ESTIMATED INVOICE DATE (mm/dd/yyyy)	AMOUNT USD$ (Inclusive of 6% admin fee)
10/01/2020	$56,000*

**Please note that FARA registration fees will be passed along as an out-of-pocket expense on an as incurred basis.*

ACCEPTED AND AGREED TO ON THIS1st DAY OF OCTOBER, 2020.

THE MINDEROO FOUNDATION PTY LTD

By: _____

Printed Name: Stephen Daly_____

Title: COO of Minderoo and Tattarang

Date: 01/10/2020_____

DANIEL J. EDELMAN, INC.

By: Vikram K. Tohan

Printed Name: Vik Tohan

Title: EVP - Finance

Date: 10/1/20

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APPENDIX B - Data Protection Addendum

SECTION 1 Purpose

This Addendum supplements the letter with respect to the parties' Processing of Personal Data and compliance with Data Protection Law. This is not intended to modify the terms of the letter, but shall take precedence with respect to matters involving the Processing of Personal Data.

SECTION 2 Definitions

Capitalized terms used but not defined have the meaning given in the letter.

"**Client Personal Data**" means Personal Data received from or on behalf of Client in connection with the performance of the Services.

"**Data Controller**" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the Processing of Personal Data.

"**Data Processor**" means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Data Controller.

"**Data Protection Law**" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, as applicable to Client or Edelman, relating to data security, data protection and/or privacy, including, without limitation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("**GDPR**"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance binding on Client or Edelman, as amended, extended, repealed and replaced, or re-enacted from time to time.

"**Personal Data**" means any information relating to an identified or identifiable natural person ("**Data Subject**"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

"**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to Personal Data, whether transmitted, stored, or otherwise Processed.

"**Processing**" means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "**Process**" and "**Processed**" will have equivalent meanings.

"**Services**" means the services to be provided by Edelman to Client as set out in Appendix A of the letter.

SECTION 3 GDPR Requirements

(1) Client, in its capacity as a Data Controller, shall:
   (i) Ensure that it has the lawful right to authorize Edelman to Process Client Personal Data as contractually agreed or as instructed by the Client;

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(ii) Comply with Data Protection Law in connection with the Processing of Client Personal Data;
(iii) Ensure all instructions given by it to Edelman with respect to the Processing of Client Personal Data are compliant with Data Protection Law;
(iv) Be solely responsible for assessing the admissibility of the Processing requested by it and for the rights of affected parties;
(v) Document all orders, partial orders or instructions provided to Edelman. In urgent cases, instructions may be given verbally, provided Client promptly confirms and documents the instructions;
(vi) Immediately notify Edelman of any errors or irregularities found when reviewing the results of the Processing;
(vii) Be responsible for ensuring that any sub-Processors of Client Personal Data selected by Client comply fully with Data Protection Law; and
(viii) To the extent Client receives Personal Data of Edelman employees pursuant to the letter, Client will Process such Personal Data in compliance with Edelman's instructions and Data Protection Law.

(2) Edelman, in its capacity as a Data Processor to Client, shall:
(i) Process Client Personal Data pursuant to the letter only on documented instructions from Client, including with regard to transfers of Personal Data to a third country, an international organization, unless required to do otherwise by European Union or Member State law to which Edelman is subject. In such case, Edelman will inform Client of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;
(ii) ensure that persons authorized by Edelman to Process Client Personal Data (except to the extent a sub-Processor has been selected by Client) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Edelman shall not be responsible for the actions of sub-Processors Client has selected and instructed Edelman to utilize with respect to the Processing of Client Personal Data;
(iii) take all measures required by Data Protection Law relating to data security, including but not limited to adequate information security measures in accordance with Data Protection Law;
(iv) taking into account the nature of the Processing, assist Client by appropriate technical and organizational measures, insofar as this is reasonably possible, for the fulfillment of Client's obligation to respond to requests for exercising the Data Subjects' rights stated in Data Protection Law with respect to Client Personal Data;
(v) reasonably assist Client in ensuring compliance with data security, Personal Data Breach obligations and data protection impact assessments, and engaging in other matters, pursuant to and as required by Data Protection Law with respect to Client Personal Data. In particular, Edelman shall notify the Client without undue delay on becoming aware of any Personal Data Breach in respect of Client Personal Data;
(vi) maintain records of all of its Processing activities hereunder and make available to the Client such information in its possession or control as is reasonably necessary to demonstrate its compliance with this Addendum and Data Protection Law;
(vii) upon notice from Client, promptly delete or return all the Personal Data to Client that Edelman has Processed solely for Client pursuant to the letter, after the end of the provision of Services relating to Processing, and delete existing copies unless European Union or Member State law requires storage of Personal Data;
(viii) promptly inform Client if, in its opinion, an instruction from Client is inconsistent with Data Protection Law in which case Edelman shall be entitled to suspend providing the relevant Services until the parties have agreed upon amended instructions which are not inconsistent with Data Protection Law.

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(3) To the extent that Edelman Processes Personal Data pursuant to the letter in the capacity of a Data Controller, it will comply with Data Protection Law and the requirements of subsection (1) above.

(4) To the extent that Client receives Personal Data from Edelman (e.g., Personal Data of Edelman employees, media contact or suppliers) pursuant to the letter, Client will Process such Personal Data in accordance with Data Protection Law and Edelman's instructions from time to time.

(5) The subject matter of the Processing, including the nature, purposes and duration of Processing operations to be carried out and the categories of data subjects and types of Personal Data to be Processed, will be described in a statement of work or other written agreement signed by the parties' authorized representatives, or documented instructions from the instructing party, each of which forms an integral part of the letter.

(6) Each party will notify the other party without delay upon becoming aware of a Personal Data Breach affecting the other party's Personal Data Processed pursuant to the letter.

(7) Where one party faces an actual or potential claim arising out of or related to violation of any Data Protection Law concerning the Services or Personal Data Processed hereunder, the other party will promptly provide all materials and information requested that is relevant to the defense of such claim and the underlying circumstances concerning the claim.

(8) Each party agrees that to the extent the other party Processes the name, business telephone number, business cell phone number, business address, or business email address of the other party's employees in the ordinary course of developing and/or maintaining a business relationship between Client and Edelman, each party represents to the other party that it is authorized to permit the other party to Process such Personal Data regarding employees for the sole purpose of performing their respective responsibilities under the letter and instructs the other party to Process such Personal Data for such purposes.

(9) To the extent either party provides instructions to the other party to Process Personal Data, the party providing instructions represents and warrants that it has the appropriate authorization to permit the party receiving instructions to Process such data consistent with the instructions in accordance with Data Protection Law (including GDPR).

(10) In the event and to the extent Processing instructions issued by Client make performance of the letter commercially unreasonable, Edelman shall advise Client and the parties will negotiate in good faith an amicable resolution of same. On resolution, the Processing instructions will take effect. Absent an amicable resolution, Edelman shall be entitled to terminate the letter for cause. Client shall reimburse Edelman for additional expenses reasonably incurred as a result of complying with Client's requests and/or instructions hereunder.

(11) The Client acknowledges that Edelman uses cloud services to store and process data which may involve the transfer of Client Personal Data outside the United Kingdom and European Economic Area (EEA). The Client consents to this transfer of Client Personal Data provided it is effected by way of Appropriate Safeguards. "Appropriate Safeguards" means such legally enforceable mechanism(s) for transfers of personal data as may be permitted under applicable Data Protection Law from time to time.

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