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OMB No. 1124-0004; Expires July 31, 2023

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
Ministry of Commerce and Industries, Republic of Panama

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? 11/07/2022

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

Provide international communications support including strategic counsel, media relations, and stakeholder identification and engagement in support of client.

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM

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

Provide strategic counsel, media relations, stakeholder engagement and content development for the Ministry of Commerce and Industries of Panama.

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.

Provide strategic counsel, media relations, stakeholder engagement and content development for the Ministry of Commerce and Industries of Panama.

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

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

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

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

Date	Contact	Method	Purpose

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM

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

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

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to 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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail 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.

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM

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
12/05/2022	Raquel daFonseca	/s/Raquel daFonseca

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM

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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
December 5, 2022	Raquel daFonseca	Raquel daFonseca

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM

SERVICE PROVIDER-SUBCONTRACTOR AGREEMENT

THIS SERVICE PROVIDER-SUBCONTRACTOR AGREEMENT (this "**Agreement**") dated as of November 7, 2022 is entered into by and between Squire Patton Boggs (US) LLP ("**Service Provider**") and Daniel J. Edelman, Inc. ("**Subcontractor**" or "**EGA**"). The Service Provider and the Subcontractor are referred to herein collectively as the "**Parties**" and each as a "**Party**".

Background

1. The Service Provider has been engaged by the Ministry of Commerce and Industries of the Republic of Panama (the "**Government**") pursuant to an engagement agreement (the "**Engagement Agreement**") signed November 7, 2022 to provide services to the Government associated with (a) enhancing its outreach in Washington, DC and (b) strengthening Panama's trade relationship with the United States (the "**Project**").

2. The Subcontractor has agreed to provide certain services to Service Provider in order to assist the Service Provider in carrying out its mandate to provide legal and public policy services in furtherance of the Project as set forth in the Engagement Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. Engagement.

1.1 To the extent applicable to it, the Subcontractor agrees to be bound by the terms and conditions of the Engagement Agreement. Where the terms and the conditions of the Engagement Agreement conflict with the terms and conditions of the Agreement, the terms and conditions of this Agreement shall prevail.

1.2 Upon the terms and conditions set forth in the Engagement Agreement and this Agreement, the Service Provider hereby engages the Subcontractor to provide the Services defined in Section 3 in consideration for the compensation provided for in Section 4.

1.3 The Subcontractor shall provide the Services under the direction of the Service Provider. In consideration of the remuneration herein specified, the Subcontractor accepts such engagement and agrees to perform the Services. The Subcontractor will be responsible for working with and reporting to certain designated members of the Service Provider, namely Mr. Robert S. Kapla and Mrs. Ludmilla Kasulke or their designee from time to time. The Subcontractor will be available to the Service Provider on an as-needed basis.

1.4 The Service Provider and the Subcontractor acknowledge that they wish to advise and support the Government in regard to its needs, respectively, for legal and public policy advice, and consultancy with respect to the Project. The Service Provider and the Subcontractor thus agree that the purpose of this Agreement is to ensure that the Service Provider can provide the full range of Services required by the Government through the Service Provider's engagement of the Subcontractor to support the Service Provider on matters regarding the Service Provider's representation of the Government with respect to the Project. For the avoidance of any doubt, the Service Provider acknowledges that the Subcontractor is not a law firm and cannot provide legal advice. Instead, the Service Provider is providing

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM

legal and public policy advice and representation to the Government in connection with the Project, and the Service Provider is engaging the Subcontractor, under the attorney-client privilege, in furtherance of the Service Provider's provision of such advice and representation.

2. Termination.

2.1 This Agreement shall be effective as of November 7, 2022 and shall continue until terminated pursuant to the terms of this Agreement. This Agreement may be terminated by the Service Provider in the event the Government for any reason whatsoever terminates the Engagement Agreement. If this Agreement is so terminated, the Service Provider shall not be liable for any services rendered by the Subcontractor after the effective date of the Service Provider's notice of termination of this Agreement except for payment for amounts due to Subcontractor per Section 2.3. Subcontractor may terminate this Agreement for any reason by providing Service Provider with not less than thirty (30) days' written notice.

2.2 The Service Provider may terminate this Agreement by providing ten (10) days' prior written notice thereof to the Subcontractor:

(a) if requested to terminate the Agreement at the direction of the Government;

(b) if the Service Provider determines that continued performance of this Agreement by either Party would constitute a violation of any law, regulation or policy of the United States or any other country or jurisdiction; or

(c) as a result of the Subcontractor's material breach or material failure to perform any of its representations, warranties, or obligations set forth in this Agreement which remain uncured within the 10-day period.

Any payments due at the time of termination shall remain payable as per the terms herein.

2.3 Upon termination or expiration of the Engagement Agreement or this Agreement for any reason whatsoever, the Subcontractor shall maintain the confidentiality of information deemed to be Confidential Information pursuant to Section 8 hereof. In addition, Service Provider shall pay Subcontractor fees through the termination date and reimburse Subcontractor for Costs incurred through the termination date, subject to Section 4.

3. Scope of Services. The "**Services**" shall include the following:

3.1 The Subcontractor shall assist the Service Provider in its representation of the Government with respect to the Project. This shall include, but is not limited to:

(a) Scenario Planning – EGA will coordinate with Service Provider to conduct a scenario planning session to provide guidance on potential scenarios and recommended actions for the Government to pursue in each possible outcome.

(b) Message Development - EGA will manage a messaging workshop session to identify issues of importance and corresponding messages relating to the Government's key priorities.

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM

(c) Spokesperson Training - EGA will conduct media and message training sessions to train the Government spokespersons for media engagements.

(d) Stakeholder Mapping and Engagement - Working with the Service Provider, EGA would develop a targeted list of stakeholders to engage on the Government's key priorities. Once complete, EGA will partner with the Government to develop a strategy for direct engagement with stakeholders within the United States, Canada and Latin America.

(e) Media Monitoring/ Earned Media Services - EGA will introduce an international media monitoring system, inclusive of daily and ad hoc reporting of traditional media and daily social listening, to keep the Government apprised of emerging issues, topics, and trends of relevance to the Government's key priorities. EGA will pitch media for interviews with Government spokespersons as determined to be necessary.

(f) Digital Strategy - EGA will work with the Government to produce digital materials on the Government's behalf. EGA will also develop a digital hub of information to host digital content of relevance to the Government's key priorities.

(g) Strategic counsel - Provide strategic counsel on advocacy, communications, and media-related activities.

(h) Travel - Participate in meetings with the Government and Government-approved travel.

3.2 The Subcontractor has designated Mr. Everett Eissenstat as its chief point of contact for the Subcontractor regarding the performance of the Services under this Agreement, and the Subcontractor and Mr. Eissenstat shall undertake to timely provide all key deliverables to the Service Provider.

3.3 The Subcontractor agrees to register pursuant to the US Foreign Agent Registration Act before engaging in political activities with US government officials on behalf of the Government. The Service Provider will coordinate as necessary with the Subcontractor to so register.

4. Compensation.

4.1. For the Services, the Service Provider shall pay the Subcontractor a monthly retainer of US $97,100 (the "**Retainer**") to be invoiced by Subcontractor at the beginning of each month contingent upon receipt by the Service Provider of the Retainer from the Government. All payments will be made solely to a bank account duly registered in the name of the Subcontractor.

4.2 The Service Provider shall reimburse the Subcontractor for all out-of-pocket expense costs incurred by the Subcontractor that have been approved by the Government for reimbursement ("**Costs**") contingent upon receipt by the Service Provider of the reimbursement funds from the Government.

4.3 The Subcontractor agrees to provide the Service Provider with invoices for the Retainer and Costs. The Subcontractor also acknowledges that it shall be required to comply with any specific invoicing requirements of the Government, including with respect to its format, presentation and detail.

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM

4.4 The Service Provider hereby commits that the Retainer and Costs, which are due to the Subcontractor in accordance with this Agreement, shall be paid by wire instructions within thirty (30) days of Service Provider's receipt of Subcontractor's invoices subject to receipt by the Service Provider of the antecedent funds for the Retainer and Costs from the Government.

5. Subcontractor Not to Engage In Conflicting Activities; and Obligation of Best Efforts.

5.1. The Subcontractor shall not engage in any activity, or business arrangement which would materially and adversely conflict with the Service Provider's or the Government's interests in connection with the Project for which Subcontractor is providing Services hereunder and Subcontractor's obligations under the Engagement Agreement or this Agreement. The Service Provider shall have the option of terminating this Agreement in accordance with Section 2 of this Agreement at any time if such substantial conflict of interest exists or is imminent. The Subcontractor will advise the Service Provider of its position with respect to any such activity, or business arrangement contemplated by the Subcontractor that is relevant to this Section. For this purpose, the Subcontractor agrees to disclose any such plans to the Service Provider prior to implementation. For the avoidance of any doubt, the Service Provider recognizes that the Subcontractor now renders and may continue to render consulting and other advisory services to other clients, as long as such other services do not cause conflict with the obligations herein.

5.2. The Service Provider recognizes that the Subcontractor is under an obligation to perform the Services to the best of its knowledge, experience and technical and professional capacity and does not guarantee, at any time nor in any way, that the Project is or will be viable or that it will be successful.

6. Subcontractor's Authority.

6.1 The Subcontractor shall inform all relevant parties that it does not have the authority to contract or make commitments on the Service Provider's or the Government's behalf and that any commitment proposed to be made by the Subcontractor on behalf of the Service Provider or the Government is subject to the Service Provider's prior review and written acceptance.

6.2 This Agreement does not constitute a hiring as an employee by either Party of the other. The Parties intend that the Subcontractor be an independent contractor and not the Service Provider's or the Government's employee, and in conformity therewith, that the Subcontractor retains sole and absolute discretion and judgment in the manner and means of carrying out the Subcontractor's activities consistent with its obligations under the Engagement Agreement and this Agreement. Therefore, the Parties are and shall remain independent contractors bound by the provisions thereof.

6.3 The Subcontractor shall not transfer any of its rights nor assign any of its obligations hereunder without prior written consent of the Service Provider.

6.4 (a) Subject to the prior written consent of the Service Provider, the Subcontractor shall be authorized to engage one or more subcontractors to it to provide services in support of the Subcontractor and the Service Provider, such as individuals to provide translation services and to engage in certain due diligence and other research. Such consent shall not be unreasonably withheld.

(b) Any and all subcontractors to the Subcontractor shall be subject to and bound by the representations and warranties defined in Section 7.

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM

7. Representations and Warranties of Subcontractor. The Subcontractor represents and warrants to the Service Provider as follows:

7.1 (a) Anticorruption. Neither the Subcontractor, nor to the Subcontractor's knowledge any subcontractor or affiliate of the Subcontractor, nor any other person associated with or acting for or on behalf of any of the foregoing, has directly or indirectly taken any action which would cause the Subcontractor or the Service Provider to be in violation of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or any rules and regulations thereunder or in violation of any other anti-bribery or similar laws of any other country where the Subcontractor or the Service Provider operates or any rules or regulations issued thereunder (collectively, "**Anticorruption Law**"). In connection with this Agreement or its performance thereunder, the Subcontractor shall comply with, and shall cause any subcontractor or affiliate of the Subcontractor, and any other person associated with or acting for or on behalf of any of the foregoing to comply with, Anticorruption Law and the "Squire Patton Boggs Anticorruption Compliance Policy for Subcontractors" attached to this Agreement as Exhibit A (the **"Anticorruption Policy")**. In the event that the Service Provider has concerns of possible violation of Anticorruption Law or the Anticorruption Policy, the Service Provider shall have the right to investigate such concerns and the Subcontractor shall make its personnel and records reasonably available to the Service Provider. The Service Provider may suspend this Agreement and is excused from performance thereunder, unless and until its concerns are resolved to its satisfaction.

(b) No Government official or employee, political candidate, political party or official, employee of an agency or instrumentality of Panama, or any public international organization is associated directly or indirectly with any legal or beneficial interest in the Engagement Agreement or this Agreement or the payments made by the Service Provider or the Government hereunder, nor does such person or entity hold any direct or indirect legal or beneficial interest in the Subcontractor.

(c) The Subcontractor shall be subject to and bound by the same attorney-client privilege as that which exists between the Service Provider and the Government.

(d) Upon request in writing by the Service Provider, the Subcontractor agrees to provide the Service Provider with such relevant information as the Service Provider may deem necessary to ensure compliance with the representations and warranties set forth in the Engagement Agreement and this Agreement.

8. Confidential Information. As used herein, "**Confidential Information**" shall mean, but is not limited to, any information, written or oral, tangible or intangible, discovered or reviewed by the Subcontractor or work product developed by the Subcontractor, the Service Provider or the Government in accordance with the Engagement Agreement or this Agreement or in any way related to the Engagement Agreement or this Agreement and any confidential or proprietary information of any nature of the Service Provider or the Government or any of its or their clients provided to or otherwise reviewed, accessed by or in the possession of the Subcontractor or any of its related parties. The Subcontractor agrees to maintain the absolute confidentiality of the Confidential Information, except to the extent necessary to perform its obligations under the Engagement Agreement and this Agreement, during the

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM

pendency of this Agreement, and after termination or expiration of the Engagement Agreement or this Agreement for any reason whatsoever. Service Provider shall treat such confidential information provided by Subcontractor under the same terms and conditions Subcontractor is held regarding Service Provider's and Government's confidential information. Service Provider represents that it will not provide Subcontractor with or instruct Subcontractor to process personal data under this Agreement. If, and to the extent Service Provider provides or instructs Subcontractor to process personal data in the future, the Parties will, in good faith enter into an appropriate data protection agreement.

9. Dispute Resolution. Any dispute, controversy or claim, arising out of or relating to this Agreement or a breach thereof, shall be finally resolved by arbitration. The arbitration shall be in accordance with the commercial arbitration rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. In the event of any conflict between the rules and this clause, the provisions of this clause shall govern. Each Party shall select an arbitrator from a panel furnished by the appointing authority. The two, in turn, shall choose a third presiding-arbitrator who need not be from the panel. If the parties are unable to agree on any of the names proposed or if the party-appointed arbitrators are unable to agree upon the presiding arbitrator, the appointing authority shall have the power to make the appointment from other members of the panel. The arbitration, including the rendering of the award, shall take place in Washington, DC. The language to be used in the arbitration shall be the English language. The arbitrators shall interpret this Agreement in accordance with the procedural and substantive laws of the State of New York. The arbitrators shall not take into account usage and customs of trade and shall not have the power to decide as "amiable compositeurs." The award of the arbitrators shall be in writing and furnished within thirty (30) days of the last day of the hearing, and neither Party shall appeal the award to any court; except, however, the judgment, upon the award of the arbitrators, may be entered in any court having jurisdiction thereof.

10. Miscellaneous.

10.1 Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing, and shall either be delivered in writing personally, or be sent by electronic mail, telex, telefacsimile or by air mail, postage prepaid, deposited in the United States or other appropriate mail, and properly addressed to the Parties at the address set forth in the signature page of this Agreement, or at any other address that such Party may designate by written notice to the other party.

10.2 Entire Agreement. This Agreement shall constitute the entire agreement of the Parties, and shall supersede all previous agreements between the Parties hereto, whether written or oral. This Agreement may only be modified upon the written consent of the Parties hereto. No agreements or representations, oral or otherwise, have been made by either party, which are not set forth expressly in this Agreement.

10.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law but, if any of this Agreement shall be invalid, or prohibited thereunder, such provisions shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision, or the remaining provisions of this Agreement.

10.4 Effect of Waiver. The waiver by either Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by said Party.

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM

10.5 Attorney's Fees. If any suit is instituted to enforce or construe any or all of the terms of this Agreement, the prevailing Party shall be entitled to recover, in addition to all other relief, reasonable attorneys' fees.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

SQUIRE PATTON BOGGS (US) LLP

By: Robert S. Kapla

Name: Mr. Robert S. Kapla
Title: Partner

2550 M Street, NW
Washington, DC 20037
USA

DANIEL J. EDELMAN, INC.

By: everett eissenstat
everett eissenstat (Dec 2, 2022 15:31 EST)

Name: Mr. Everett Eissenstat
Title: Chair, North America & Global Trade Lead

1875 I Street, NW
Washington, DC 20006
USA

Attachment

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM

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SQUIRE PATTON BOGGS

[Exhibit A]

SQUIRE PATTON BOGGS ANTICORRUPTION COMPLIANCE POLICY FOR SUBCONTRACTORS

This Anticorruption Compliance Policy applies to subcontractors of Squire Patton Boggs (US) LLP, Squire Patton Boggs (UK) LLP and Squire Patton Boggs (AU) (collectively, "SPB" or "the Firm"). SPB is fully committed to the highest standards of integrity and compliance. As an international law firm, compliance with applicable anticorruption laws in the countries where we operate is essential to our business and reputation and is integral to our culture.

The Firm and its subcontractors, like any business, must comply with applicable laws prohibiting bribery of government officials and commercial bribery. Principal among these laws are the US Foreign Corrupt Practices Act and the UK Bribery Act. Similar laws are in effect in many other countries where we do business.

Generally, anticorruption laws prohibit giving, offering or promising anything of value to government officials for the purpose of influencing them to misuse their official capacity to obtain, keep or direct business, or to gain an improper advantage. In this context, the term "government official" is defined differently in different countries, but generally is defined broadly and includes government personnel, personnel of government instrumentalities, state-owned enterprises and public international organizations, as well as political candidates and party officials. In some jurisdictions, the anticorruption laws include prohibitions on improper commercial contributions.

Subcontractors to the Firm are required to comply with all anticorruption laws and regulations in the countries in which the subcontractor and/or the Firm conducts business. We do not tolerate bribery in any form. Accordingly, in the context of any services performed for the Firm, subcontractors are prohibited from:

- offering or giving of anything of value, directly or indirectly through others, to any person (whether or not a government official) for the purpose of influencing any act or decision of that person to receive an improper or unlawful benefit;

- requesting or accepting anything of value from any third party when an improper or unlawful purpose is implied or indicated; and

- making, offering or promising any value to advisers, consultants, suppliers and other third parties except as is appropriate and customary for the products or services contracted (e.g., not on improper or unlawful premium basis) after the third party has received and agreed to this SPB policy statement.

Gifts and entertainment in the context of any services performed for the Firm must be reasonable, customary and lawful in the respective country, and accurately recorded in the subcontractor's financial records. Gifts of nominal value are permitted when given as a courtesy, token of regard or esteem, or in return for hospitality. Entertainment is permitted when directly related to the performance, promotion or explanation of our services, or other business purpose. Special care should be given before any gift or entertainment is offered or given to a government official, not only to ensure compliance with this Policy, but also to take into consideration local procurement and lobbying laws.

Received by NSD/FARA Registration Unit 12/05/2022 5:15:10 PM