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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
Minderoo Foundation Limited

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? 04/24/2023

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

Provide media relations services for the Minderoo Foundation Limited's Walk Free initiative report launch.

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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.

Provide media relations services for the Minderoo Foundation Limited's Walk Free Initiative including content creation, media outreach and monitoring, and spokesperson training.

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.

The Walk Free initiative launch of the Modern Slavery Report includes recommendations to policymakers on steps to reduce the prevalence of modern day slavery within their jurisdictions, including the U.S.

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

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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, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☐ 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	Recipient	Purpose	Amount/Thing of Value

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
05/23/2023	Raquel daFonseca	/s/Raquel daFonseca

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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
5-23-2023	Raquel Defensecq	

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LETTER OF AGREEMENT

10 May 2023

Martina Ucnikova
Minderoo Foundation Limited
PO Box 3155
Broadway Nedlands
WA 6009
Australia

Dear Martina

This constitutes the master services agreement ("**Agreement**") between Minderoo Foundation Limited (ACN 651 422 141) as trustee for The Minderoo Foundation Trust (ABN 24 819 440 618) ("**Client**") and Daniel J. Edelman Limited (UK Company Number 00924113) of Francis House, 11 Francis Street, London England, SW1P 1DE., ("**Edelman**") for the provision of services as set forth herein. The parties agree as follows:

1. Services.

1.1 SOWs. Edelman shall perform those services ("Services") set forth in each statement of work ("SOW") executed by the parties, including the SOW attached hereto as an Exhibit. If Client wants to expand the scope of the Services or wants additional services, Client and Edelman shall mutually agree upon the additional services to be performed and the amount required to perform the additional services and either amend the current SOW or execute a new SOW, as appropriate. Edelman shall bill Client and Client shall pay Edelman for such additional services in accordance with the terms of this Agreement and SOWs.

1.2 Performance standards. Edelman must perform the Services: (a) with due skill and care; (b) in accordance with all applicable laws (including by procuring and complying with the conditions of any required licences and registrations); (c) using appropriately qualified and experienced personnel; and (d) in accordance with good industry practice.

2. Compensation.

2.1. Budget. The total projected fees, expenses, and payment schedule for the Services ("Budget"), if determined, are set forth in each SOW. The Budget pertains to Services only as set forth in the SOW. If Client expands the scope of the Services or wants additional services, the amount required to perform the additional services shall be determined and the Budget in the SOW will be either amended or a new SOW will be executed, as appropriate. Edelman, with 2 month's prior written notice to Client, may in its sole discretion amend its then current billing rates.

2.2. Expenses.

(a) Third-Party Expenses. Client shall reimburse Edelman for all out-of-pocket, third-party vendor expenses which are reasonably and actually incurred by Edelman in performing the Services, provided Edelman obtains Client's prior written consent (which includes e-mail) to the expenses being incurred (which consent will not be unreasonably withheld or delayed). Such expenses include, but are not limited to, translation fees. Client may avoid the service charge by paying vendors directly. For any individual expense equal to or greater than US$5,000, Client shall be required to prepay Edelman or directly pay vendors.

(b) Travel and Additional Expenses. Client shall reimburse Edelman monthly for all travel related expenses which are reasonably and actually incurred by Edelman in performing the Services, provided Edelman obtains Client's prior written consent (which includes e-mail) to the expenses being

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incurred (which consent will not be unreasonably withheld or delayed). Such expenses include, but are not limited to, air travel, ground transportation, lodging and meals.

(c) Taxes. All sums referred to in this Agreement and SOW are exclusive of VAT, consumption tax, sales and use tax and any other duty or tax which (to the extent applicable) be payable by the Client. 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.

2.3. Payment. Except as otherwise provided herein, payments for the fees and expenses described in this Section 2 and any SOWs are due and owing to Edelman thirty (30) days following the receipt of a valid invoice. If payment is not received by Edelman within such period (except in respect of any amounts which are subject to a bona fide dispute where the Client has notified Edelman of such dispute in writing), Edelman may assess and Client agrees to pay a late payment charge at the rate of the lesser of 1% per month (12% per year) or the maximum legal rate. If Client is more than thirty (30) days late in paying any invoice (except in respect of any amounts which are subject to a bona fide dispute where the Client has notified Edelman of such dispute in writing), Edelman may, in its sole discretion, cease performing Services until Client had paid all outstanding invoices. Restrictive endorsements or other statements on checks accepted by Edelman shall be of no force or effect. To the extent that Client disputes any invoice, Client must provide Edelman written notice of such dispute within thirty (30) days of the invoice date, or Client shall waive any claim with respect to such invoice.

3. Indemnification.

3.1 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. Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of or relate to: (i) information, statements, or materials prepared or provided by or on behalf of the Client, that Client directed Edelman to use, provided Edelman used this information, statement or material in the manner directed and in accordance with this Agreement; (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 (ii) Client's negligence or willful misconduct.

3.2 Edelman shall defend, indemnify and hold Client harmless from and against any Claims that arise out of, or relate to Edelman's gross negligence or willful misconduct in performing the Services under this Agreement.

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

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3.4 Client shall pay or reimburse Edelman for all reasonable staff time, attorneys' fees and expenses Edelman incurs in relation to subpoenas, depositions and discovery demands 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 and in which Edelman is not a party, subject or target (**Relevant Action**). The Client's obligation under this clause will be reduced to the extent Edelman's negligence or breach of this Agreement caused or contributed to the Relevant Action.

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

4. Term. This Agreement shall commence effective as of 24 April 2023 and shall continue for one (1) year. This Agreement shall automatically renew for subsequent one-year terms unless terminated by either party as provided herein.

5. Termination. Either party may terminate this Agreement or a particular SOW for any reason by providing the other party with: (a) in the case of a termination by Edelman, not less than sixty (60) days' written notice; and (b) in the case of a termination by Client, not less than fourteen (14) days' written notice. In addition, either party may terminate this Agreement upon ten (10) days' written notice to the other party in the event of a material breach of this Agreement (including non-payment of any invoice) if such breach is not corrected by the other party within the ten-day period. Either party may immediately terminate this Agreement if the other becomes insolvent; is unable to pay its debts as they mature; is the subject of a petition in bankruptcy or of any other proceeding under bankruptcy, insolvency or similar laws; makes an assignment for the benefit of creditors, or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated. The respective rights and duties of the parties shall continue in full force and effect during the notice period. Upon expiration or termination of this Agreement, Client shall pay Edelman fees through the termination date, along with any expenses incurred through the termination date and payable by the Client in accordance with Section 2.2. In addition, Client shall either assume liability or pay Edelman for non-cancelable expenses committed to be incurred prior to the termination date, provided those expenses were approved by Client pursuant to Section 2.2. This Section shall survive termination or expiration of this Agreement.

If the term set forth in an SOW extends beyond the expiration or termination date of this Agreement, the terms of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration.

6. Limitation of Liability and Insurance.

6.1 Limit. SUBJECT TO SECTION 6.2, NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL EXCEED THE GREATER OF: (A) THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN PURSUANT TO THIS AGREEMENT; AND (B) £50,000, EXCEPT TO THE EXTENT SUCH LIABILITY ARISING OUT OF, OR RELATING TO THIS AGREEMENT IS THE RESULT A PARTY'S INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OR BREACH OF THE CONFIDENTIALITY OBLIGATIONS OWED TO THE OTHER PARTY, IN WHICH CASE NEITHER PARTY'S AGGREGATE LIABILITY SHALL EXCEED £500,000.

6.2 Exceptions. THE LIMITS IN SECTION 6.1 DO NOT APPLY IN RESPECT OF: (A) PERSONAL INJURY OR DEATH CAUSED BY NELIGENCE; (B) FRAUDULENT ACTS OR WILFUL DEFAULT; OR (C) TO THE EXTENT SUCH LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

6.3 Consequential loss. IN NO EVENT SHALL EITHER PARTY 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.

This Section 6 shall survive termination or expiration of this Agreement.

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7. Confidentiality. Each party must keep confidential all information and materials so designated by the other party or any other information of the other party which is, by its nature, reasonably considered to be confidential. Each party must also 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. Edelman shall have the right to utilize any work product which was made publicly available with Client's consent to demonstrate examples of Edelman's work and in order to seek industry awards for Edelman's work.

8. Intellectual Property. Without limiting the warranty provided by Edelman under this Section 8, unless specifically provided for in the SOW and 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. Conditioned upon payment in full of all amounts due and owing Edelman with respect to the Services, Edelman will assign all of its right, title and interest, including all of its copyright and trademark rights, in the materials Edelman creates in connection with such Services ("**New IP**"). Client shall obtain no ownership interest in (i) third party materials, including without limitation, stock photography ("**Third Party IP**"), and (ii) materials prepared by Edelman prior to or outside the scope of this Agreement, even if customized for Client, including Edelman's proprietary materials, including but not limited to, media lists, certain media training guides, influencer lists, data bases, materials and proposals Edelman submits to Client that Client does not engage Edelman to implement ("**Background IP**"). If Edelman provides any Background IP to Client as part of the Services, Edelman grants Client (or must procure Client is granted) a non-exclusive, perpetual, royalty-free licence to use such Background IP solely as necessary for the use of the New IP in accordance with this Agreement. Edelman shall inform the Client if it intends to incorporate any Third Party IP in any materials or otherwise as part of the Services. Where reasonably practicable (given the Third Party IP in question), Edelman will use reasonable endeavours to obtain an unconditional written assignment to the Client of all rights in such Third Party IP at pre-agreed cost to the Client. Edelman shall inform the Client in writing if no such assignment is offered or can be obtained on reasonable terms. The Client shall then decide whether it still wishes the relevant Third Party IP to be used and, if so, Edelman shall procure such usage rights as Edelman reasonably believes will be required for the purposes of the Services. Edelman shall grant to the Client only such rights in any Third Party IP as Edelman is permitted by the relevant third party to grant to the Client. Edelman shall inform the Client of any usage restrictions that apply to the Third Party IP and the Client shall comply with those restrictions. To the maximum extent permitted by law, Edelman's liability in relation to or as a result of the use of Third Party IP shall be limited to the liability accepted by the third party rights holder under the relevant licence agreement.

Edelman warrants that the use by Client of any New IP (including any Background IP provided in respect of the New IP) will not infringe any third party's intellectual property rights.

This Section shall survive termination or expiration of this Agreement.

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

10. Choice of Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Illinois, regardless of any conflict of law rules. Client hereby submits to the exclusive

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jurisdiction of the federal and state courts located in the State of Illinois. This Section shall survive termination or expiration of this Agreement.

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

12. Assignment and Subcontracting. Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party. Edelman must not engage any subcontractors in connection with the performance of its Services, unless Client gives its prior written consent (which must not be unreasonably withheld), except if the subcontractor is an Edelman Affiliate. Edelman remains responsible for the performance of the Services, notwithstanding the engagement of any subcontractor, and is liable for the actions of any subcontractor. For the purposes of this Section 12, **Affiliate** shall mean in respect of any person, any entity controlled by, controlling or under common control with that person, and "**control**" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity and "controlled by" and "controlling" shall be construed accordingly.

13. Force Majeure. Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform, except for the failure to pay any amounts due hereunder, provided the party gives prompt notice of the delay or failure to the other party and uses all reasonable efforts to overcome the delay or failure. If a force majeure event remains in effect for more than thirty days, the other party may terminate the affected SOW.

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

If to Edelman:	Alex Garvey Daniel J. Edelman Limited. Francis House, 11 Francis Street London SW1P 1DE England Alex.garvey@edelman.com
With a copy to:	Office of the General Counsel Daniel J. Edelman, Inc. 111 N. Canal Street Chicago, IL 60606 E-mail: peter.petros@djeholdins.com
If to Client:	Martina Ucnikova Minderoo Foundation Limited PO Box 3155, Broadway Nedlands, WA 6009 mucnikova@walkfree.org

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

16. Counterparts. This Agreement and any SOW hereunder may be executed in two or more Counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.

17. Compliance with Laws. In performing its obligations under this Agreement, each party shall comply with all applicable laws, including without limitation, data privacy laws (and the parties agree

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to, among other things, comply with the provisions of Appendix 1), the UK Bribery Act 2010, and not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 if such activity, practice or conduct has been caried out in the UK.

18. Survival. The respective rights and obligations of the parties set forth in this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

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

20. Order of Precedence. Any preprinted terms and conditions of the parties' business forms shall be without legal effect with respect to this Agreement or any SOWs.

21 Relationship. Client engages Edelman as an independent contractor. Nothing in this Agreement is intended to, or will be deemed to, establish any partnership or joint venture between the parties, constitute either party being the agent or employee of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.

22 Modern slavery. Each party undertakes and agrees that: (a) it has taken reasonable steps to identify, assess and address risks of modern slavery practices in its operations and supply chains; and (b) it is not aware of the use of any form of modern slavery practices (either directly or through a third party supplier) in its operations and supply chains.

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

Sincerely, Daniel J. Edelman Limited

ACCEPTED AND AGREED TO ON THIS 16 DAY OF May, 2023.

MINDEROO FOUNDATION LIMITED, AS TRUSTEE FOR THE MINDEROO FOUNDATION TRUST

By: Jacqueline Joudo Larsen

Printed Name: JACQUELINE JOUDO LARSEN

Title: DEPUTY DIRECTOR, HEAD OF GLOBAL RESEARCH

DANIEL J. EDELMAN LIMITED

Alex Garvey

By: Alex Garvey (May 16, 2023 10:05 GMT+1)

Printed Name: Alex Garvey

Title: Director

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Exhibit - Statement of Work

1. PROJECT DETAILS

Project Title:	2023 Global Slavery Index launch			
Start Date:	The SOW will commence on April 24 2023 ("**SOW Effective Date**").			
End Date:	The SOW will terminate on June 7 2023, unless terminated earlier pursuant to the terms of the Agreement ("**SOW Termination Date**").			
Contact:	Unless otherwise designated in writing by a party, each party's primary point of contact for the Project will be:			
	Client		**Agency**	
	Primary Contact:	Martina Ucnikova	Primary Contact:	Alex Garvey
	Direct Phone:	+61 8 6460 4949	Direct Phone:	
	Mobile:	+61 458 029 760	Mobile:	+44 (0)7964 917 023
	Email:	mucnikova@walkfree.org	Email:	alex.garvey@edelman.com

2. SERVICES

2.1 *Project Background*

Client will launch the latest findings of the Global Slavery Index to media, with Edelman providing consulting services in relation to this launch.

2.2 Deliverables, Services & Delivery Schedule

Edelman must provide the deliverables and service described below:

Content Development
- Creation of a global communications plan and messaging in Word
- Development of global press release and media pitch directed to select global media audiences

Media Relations
- Development and outreach to global media list
- Spokesperson training
- Drafting and support with attempted placement of up to two op-eds
- Press office activation and rollout

Monitoring & Reporting
- Monitor earned media articles and flag any potential issues related to the launch of the report for two weeks post-launch
- Creation of reports for two weeks post-launch

Project Planning & Management
- Project planning & management for the duration of the project
- Creation of the full SOW
- Creation of the project timeline

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- Kick-off meeting
- Account management and content review and approval

Any deliverables or services not expressly set out in this SOW are excluded from the Services and Edelman's remuneration set out in Section 3 below. The Client may request additional deliverables and services on an ad hoc basis. The Agency is not obliged to provide any additional deliverable or service to the Client until Edelman and the Client have entered into a written agreement as to the scope of, and remuneration for, that additional deliverable or service.

In terms of timing, the parties may agree specific milestones in writing. In the absence of such milestones being agreed in writing, you acknowledge that the Project is subject to incredibly short timeframes which cannot be delayed for any reason and that you must use all commercially reasonable efforts to perform the Services in a manner which enables the achievement of the relevant milestones for the Project.

2.3 *Timing Plan*

The campaign will be delivered between April 24 – June 7 2023.

3. FEES, EXPENSES AND PROJECT COSTS

3.1 *Fees*

The Fees due from the Client to Edelman shall be £122,258 for the project described in Section 2 of this SOW.

Project element	**Amount (£)**
Fees	£118,750
Travel expense – Economy flights and accommodation from the US to UK for one team member	£3,000 (estimate)
FARA filing fee expense - amounting to $610	£508 (estimate)
GRAND TOTAL	£122,258

3.2 *Payment & Invoicing*

Invoice Date	**Amount**
On signature of this SOW: 50% of Fee	£59,375
May 31 2023: 50% of Fee	£59,375
Once incurred – OOPS (FARA filing fee expense and travel expense)*	£3,508 estimate

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*FARA filing fees are split by the Department of Justice into two payments of USD$305, which will be paid in April and August and reflected on invoices.	
GRAND TOTAL	**£122,258**

4. PARAMETERS

4.1 *Assumptions and Dependencies*

The terms of this SOW are agreed subject to the following assumptions.

1. General Assumptions:

   i. The Client will ensure the availability of relevant third-party and Walk Free Global Slavery Index information, survivor stories, photos, and other assets and data (and any other associated rights or consents).

   ii. Deliverables and activities are based on the known and documented requirements of the Project as of the date this SOW is approved.

   iii. All Client feedback and approvals are to be consolidated when shared with Edelman.

   iv. The Client will provide reviews and feedback on the dates specified, or if no date is specified, in a timely fashion. Delays in providing feedback may impact the costs and/or timing of the Services.

   v. Client will be responsible for ensuring that all content is signed off and agreed by persons sufficiently senior and with the authority to bind the Client within the Client's organisation. Delays to this process may affect the launch/delivery date.

   vi. Should the project be cancelled or put on hold/delayed by Client for an indefinite period, then the Project will be deemed to be temporarily closed and Edelman shall immediately invoice for all: 1) fees for services provided, and 2) all expenses incurred or committed to by Edelman in accordance with Section 2 of the Agreement and not able to be cancelled without penalty, and these amounts will be payable in accordance with the payment terms set out in the Agreement.

   vii. Changes to this SOW will be managed via an amendment to this SOW. "**Changes**" include, but are not limited to, a new requirement not included within the original Services for this Project or a retraction of a sign off that has previously been supplied by Client. Such changes will only be actioned based upon written agreement between Edelman and Client.

   viii. The Client will obtain and maintain all necessary licences, permissions and consents and comply with all relevant legislation as required in respect of any materials provided to Agency by or on behalf of Client (**Client Materials**) to enable Agency to provide the Services to the Client and to enable the Client to use and exploit the deliverables (to the extent they include the Client Materials) in accordance with the terms set out in this SOW and Agreement.

If any assumptions are or become incorrect, whether at the date of this SOW or hereafter, and to the extent that any such changes impact the ability of the Agency to provide the Services in accordance with the agreed terms of this SOW, the parties to this SOW agree to discuss in good

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faith commensurate changes to the Fees and expenses set out in Section 3 and in any event an amendment to this SOW may be required.

4.2 *Exclusions*

The terms of this SOW are also agreed subject to the following exclusions:

i. Any translations or localisations of any content including implementation of translated press releases.

ii. Any legal review of any content or other elements of this scope or the provision of any legal advice/terms. The Client acknowledges and agrees that the Agency is not permitted to give legal advice of any kind and no communication from the Agency should in any event be deemed to be legal advice nor be relied on by the Client as such.

iii. Additional deliverables except for those detailed in this scope of work.

5. DATA PROTECTION

5.1 *Personal Data:* Please refer to the DPD/DPIA entered into by the parties in relation to this Project if applicable.

ACCEPTED AND AGREED TO ON THIS 16 DAY OF May, 2023.

MINDEROO FOUNDATION LIMITED AS TRUSTEE FOR THE MINDEROO FOUNDATION TRUST	**DANIEL J. EDELMAN LIMITED**
By: Jacqueline Joudo Larsen	By: Alex Garvey Alex Garvey (May 16, 2023 10:05 GMT+1)
Printed Name: JACQUELINE JOUDO LARSEN	Printed Name: Alex Garvey
Title: DEPUTY DIRECTOR, HEAD OF GLOBAL RESEARCH	Title: Director

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Appendix 1 – Data Protection Addendum

SECTION 1 Purpose

This Addendum supplements the Agreement 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 Agreement, but shall take precedent 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 Agreement.

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

"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, the California Consumer Protection Act, 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 under applicable Data Protection Law.

"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.

"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.

"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.

SECTION 3 Data Protection 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;
- (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;

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(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 subprocessors 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 Agreement, 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 Agreement 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 subprocessor 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 subprocessors 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 Exhibit 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 Agreement, 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.

(3) To the extent that Edelman Processes Personal Data pursuant to the Agreement 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 Agreement, Client will Process such Personal Data in accordance with Data Protection Law and Edelman's instructions from time to time.

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(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 SOW 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 Agreement.

(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 Agreement.

(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 Agreement 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.

(10) In the event and to the extent Processing instructions issued by Client make performance of the Agreement 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 Agreement 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 country of origin of the data (e.g. outside of United Kingdom, European Economic Area (EEA) or the United States). The Client consents to this transfer of Client Personal Data provided it is effected through legally enforceable mechanism(s) for transfers of personal data as may be permitted under applicable Data Protection Law and consistent with mutually agreed data security standards.

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