Received by NSD/FARA Registration Unit 10/09/2020 4:40:18 PM

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
Fleishman-Hillard Inc.

2. Registration Number
5801

3. Primary Address of Registrant
200 North Broadway
St. Louis, MO 63102

4. Name of Foreign Principal
OCP S.A. (OCP Group)

5. Address of Foreign Principal
2-4, Rue Al Abtal
Hay Erraha
20200 Casablanca
Morocco

6. Country/Region Represented
Morocco

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)* _____
- ☐ 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.

Received by NSD/FARA Registration Unit 10/09/2020 4:40:18 PM

Received by NSD/FARA Registration Unit 10/09/2020 4:40:18 PM

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.
OCP S.A. is a producer and exporter of phosphate rock, phosphoric acid, and fertilizer products.

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).

OCP S.A. is 94% owned by the Moroccan state and 6% owned by Banque Populaire, Socinvest Finance S.A., Infra Maroc Capital, Societe d'Amenagement et de Developement Vert (S.A.D.V.), and Upline. OCP S.A. is a limited company, and its activities are overseen by a Board of Directors.

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.

Received by NSD/FARA Registration Unit 10/09/2020 4:40:18 PM

Received by NSD/FARA Registration Unit 10/09/2020 4:40:18 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
October 09, 2020	Kelly Garner Corporate Controller, Sr. VP & Sr. Partner Fleishman-Hillard Inc.	/s/ Kelly Garner eSigned

Received by NSD/FARA Registration Unit 10/09/2020 4:40:18 PM

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 PM

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
Fleishman-Hillard Inc.	5801

3. Name of Foreign Principal

OCP S.A. (OCP Group)

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? 10/6/2020

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

Fleishman-Hillard Inc. ("Registrant") has entered into an agreement to provide communications services on behalf of OCP Group. The services will be provided pursuant to a Letter of Agreement ("LOA") between Registrant and OCP North America, Inc., which is owned by OCP S.A. The communications services to be provided by Registrant are described in the Scope of Work set out in Exhibit A to the LOA.

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 PM

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 PM

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

Registrant will provide communications services on behalf of OCP Group related to countervailing duties litigation/investigations. The communications services to be provided on behalf of OCP Group will be conducted in two phases. Phase 1 consists of communications planning and preparation activities, including information gathering; analyzing traditional and social media; identifying and recommending media outlets and interested persons; developing and refining messaging; developing talking points, Q&A documents, facts sheets, infographics, and other materials; and developing a digital campaign plan for outreach and engagement to reach interested persons through paid digital advertising. Phase 2 is the execution phase of the campaign and consists of engaging in activities intended to reach external audiences and interested persons and inform the media narrative; developing a program to support the engagement of subject matter experts, supporters and interested persons; developing content for a microsite to serve as a campaign hub containing information and enabling supporters to contact their legislators if they desire; using an online grassroots campaign through email or focused advertising to encourage supporters to take action; working with partners to recruit and mobilize local and national professionals who can connect with media, policy-makers, legislators, leaders, government representatives, and interested persons; and using digital marketing and advertising to amplify messaging to key audiences.

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.

See the response to item 9 above. Registrant's activities are intended to inform and support the engagement of and communications with experts, supporters, and interested persons. This may include developing and refining messaging and materials, and sharing information and content with such persons to enable their engagement and support their voices.

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.

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

Date	Contact	Method	Purpose

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 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 ☒

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.

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 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
October 09, 2020	**Kelly Garner** Corporate Controller, Sr. VP & Sr. Partner Fleishman-Hillard Inc.	/s/ Kelly Garner eSigned

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 PM

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 PM

October 6th, 2020

CONFIDENTIAL

OCP North America, Inc.
1370 Sixth Avenue, 32nd floor
New York, NY 10019

re: FleishmanHillard and OCP North America Inc. Letter of Agreement ("LOA")

Dear Kerry:

Thank you for the opportunity to work with OCP North America, Inc. ("Client", or "you") and its affiliates. This Letter of Agreement ("LOA"), effective as of October 6th, 2020 ("Effective Date"), confirms the understandings and agreements regarding this engagement between you and Fleishman-Hillard Inc., using the trademark FleishmanHillard ("FH"). This LOA will expire as of March 31, 2021. This LOA may be extended in writing signed by both Client and FH, or may be terminated in the manner set forth below.

1. *Engagement; Standard of Service.* Client hereby engages FH to furnish professional communications services ("Services") as described in the Scope of Work ("SOW") set forth in Exhibit A attached hereto. FH agrees to confer at least weekly with Client on status, issues and questions as they arise during the term of this LOA. FH and each party providing the Services shall perform the Services in accordance with the standard of care, skill and diligence consistent with the degree of knowledge, skill and judgement normally exercised by professional firms and individuals with respect to services of a similar nature; FH and Client shall each perform this LOA and its obligations hereunder in accordance with the laws and regulations applicable respectively to such party and its obligations under this LOA.

2. *Professional Fees.* FH's fees for professional services under this LOA will be billed to Client at FH's standard hourly rates in effect at the time service is rendered, and total fees hereunder will not exceed the total fee amount set forth in the SOW unless agreed to in writing by the parties.

3. *Expenses and Third Party Costs.* In addition to professional fees, Client agrees to pay all reasonably documented out-of-pocket expenses reasonably incurred by FH on behalf of Client in FH's performance of Services under this LOA. Charges for vendors, production services and contractors, media buys, and major purchases are not included in professional fees or minor out-of-pocket expenses listed in the SOW, and will be charged separately. FH shall not incur any single or aggregate expense or third-party charge of $5,000 per invoice without Client's prior written consent. If Client authorizes FH to engage third parties, and third parties require advance payment (e.g. downpayment, deposit, or pre-pay) on any of their charges, FH will advise Client and Client will make payment to FH in time for FH to meet third party payment due dates. If Client fails to pay FH in time to pay such approved third parties, then under the principle of sequential liability, such third parties will have recourse for collection against Client.

4. *Billing and Invoices.* FH will send Client a monthly invoice for fees, costs and expenses incurred in the period prior to the invoice date. Client will pay FH's invoices within thirty (30) days following receipt.

5. *Confidentiality.*

a. During the term of this LOA, either party (including its affiliates) (a "Disclosing Party") may disclose to the other party (a "Receiving Party") non-public business information (whether electronically, or in any other format or media), after the Effective Date, including but not limited to, financial data, pricing, rates, intellectual property or technology, products or services, strategies, personnel information, methodologies or other information that a reasonable person would consider confidential from the nature of the information or circumstances of disclosure, and whether or not marked as confidential, provided that a reasonable person would consider it to be confidential information from the nature of the information and the circumstances of disclosure ("Confidential Information"). Each Receiving Party shall safeguard and keep confidential the other party's Confidential Information, and will use such Confidential Information only as necessary to perform this LOA. Each party will limit the use of, and access to, the other party's Confidential Information to team members who have a need to know such information under this LOA. Each Receiving Party will protect, and will require and be responsible for its employees and contractors agreeing to protect, the other party's Confidential Information to the same extent required by this LOA. Each Receiving Party shall not disclose the other party's

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 PM

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 PM

Confidential Information to any third-party unless such third-party has signed a confidentiality agreement protecting such information to the same extent as required by this LOA.

b. The above confidentiality and use restrictions do not apply to information (Confidential or otherwise) that: (i) is or becomes publicly available without breach of this LOA; (ii) is received by a Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iii) is developed by a Receiving Party without use of the Disclosing Party's Confidential Information; or (iv) is required to be disclosed by a Receiving Party pursuant to law or legal process (*e.g.* subpoena, warrant or other legal compulsion); provided that, with respect to clause (iv), the Receiving Party shall take all reasonable measures to protect against such disclosure of Confidential Information, and if permissible, the Receiving Party will promptly provide the Disclosing Party prior written notice of such obligation so the Disclosing Party may oppose disclosure or obtain a protective order. The Disclosing Party may in addition to other available remedies seek injunctive relief to enforce this Section 5. The provisions of this section shall apply to employees of each Receiving Party and any third parties engaged by a Receiving Party in the scope of its performance of the Services, and the Receiving Party shall be responsible for the compliance of its employees and contracted third parties to be bound by and to comply with these obligations.

c. Client understands and agrees that FH will submit a registration under the Foreign Agents Registration Act of 1938, as amended ("FARA"), in connection with its activities on behalf of Client. The confidentiality obligations in section 5 above does not restrict FH in any way from meeting any disclosure obligations it may have under FARA.

6. Ownership. Subject to Sections 6.a and b. below, FH hereby assigns to Client all of FH's rights, title and interest in and to the final tangible materials, produced or authored by FH under this LOA and any invention, discovery, development, improvement or innovation made by FH for Client in the provision of the Services ("Materials"). To the extent that all or any part of the Materials does not qualify as a "work made for hire" under applicable law, then FH, hereby assigns to Client FH's right, title and interest therein without further action required by the parties. Notwithstanding the foregoing:

a. FH retains all of its rights, title and interest in and to all materials owned by or licensed to FH prior to, or separately from, performance of the Services under this LOA or any SOW, and all modifications, improvements and enhancements thereof ("FH Property") regardless of whether such FH Property is used by FH for Client's benefit or made available to Client by FH. To the extent FH Property is incorporated in Materials produced for Client hereunder, FH hereby grants to Client a non-exclusive, perpetual, worldwide, royalty-free license to use such FH Property (except software) solely as incorporated in and for the use of the Materials; and unless otherwise agreed to in writing signed by the parties, software as described above may not be used by Client after the term of this LOA.

b. Notwithstanding the foregoing, all property that was developed or created by anyone other than FH ("Third-Party Property") shall remain the sole and exclusive property of such third parties, and FH shall advise Client whether such Third-Party Property will be conveyed in full or licensed to Client. if the third party is not willing to convey full ownership, title and all interest to Client, then Client shall advise FH as to the nature and extent of rights or license it desires in the Third-Party Property and if the third party is not willing to convey the desired rights, then FH and Client will mutually determine next steps, including whether FH will seek a different third party vendor. . Client and FH agree to use Third-Party Property consistent with the rights of usage and restrictions for such Third-Party Property.

7. Early Termination. Either party may terminate this LOA at any time, for any reason, by giving the other party at least fifteen (15) days prior written notice, specifying the effective date of termination. Subject to Section 3, if FH has incurred non-cancellable expenses on behalf of Client, Client agrees to pay such expenses. The parties expressly agree that Sections 4, 5, 6, 7, 8, 9 and 10 will survive expiration or any termination of this LOA.

8. Indemnification.

a. FH will indemnify, defend and hold Client harmless from and against any loss, cost, liability, damage, including reasonable attorneys' fees and costs, and all related expenses (collectively, "Loss") resulting from any allegation, claim, suit or proceeding (threatened or otherwise) made or brought by a third party ("Claims") against Client to the extent caused by: (i) FH's negligence or willful misconduct, or (ii) a breach by FH of FH's representations, warranties or covenants set forth in this Agreement or any applicable SOW.

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 PM

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 PM

b. In order to perform Services hereunder, FH will be using and relying upon Client information and materials provided by or on behalf of Client regarding Client or its business; Client shall be responsible for the accuracy, completeness and propriety of information concerning Client's organization, products, services, Client's competitors and competitive products/services, and for the rights, licenses and permissions to use, material furnished to FH by Client or on Client's behalf. Client will indemnify, defend and hold FH harmless from and against any Losses resulting from any Claims against FH to the extent caused by: (i) Client's negligence or willful misconduct, (ii) breach by Client of Client's representations, warranties, covenants or obligations set forth in this Agreement or any applicable SOW; (iii) the nature or use of Client's products or services or Client's representations about competitors or competitive products/services; or (iv) property, materials, and information that Client has approved or provided to FH for use under this Agreement.

c. The indemnified party will make good faith efforts to notify the indemnifying party timely following receipt of notice of a claim and provide the indemnifying party with reasonable cooperation in the indemnifying party's defense of such claim. The indemnification provisions in this Section 8 in favor of you and us extend to and cover you and us and each of our affiliates, and their respective officers, directors, agents, employees, successors and assigns (each, an "indemnified party").

d. If, pursuant to this Agreement, FH creates or provides logos, slogans, trademarks, designs, service marks or other trademarkable items ("Proposed Trademarks") or patents or patentable items or processes ("Proposed Patents"), or provides Services or Materials that include Proposed Trademarks or Proposed Patents, FH will not be responsible for assessing the availability of any such Proposed Trademark or Proposed Patent for usage. Client will either (i) have FH engage a law firm to perform a trademark search and to provide a legal opinion analyzing the availability of, and potential conflicts for use of, such Proposed Trademark ("Trademark Legal Opinion"); or (ii) Client will obtain its own trademark searches and Trademark Legal Opinion. In either case, Client will pay all fees, charges, costs, and expenses (including but not limited to fees for trademark search services and legal counsel engaged by FH or by Client on such matters). Client will be responsible for obtaining clearance searches and legal opinions related to Proposed Patents ("Patent Legal Opinion"). Notwithstanding Section 8.a above, FH shall not be liable to or indemnify Client for any Losses arising from the results or outcomes of the searches related to Proposed Trademark or Proposed Patent, the related Trademark or Patent Legal Opinions, Client's reliance on such searches or legal opinions, or Client's use of any Proposed Trademarks or Proposed Patents.

e. Should Client desire to register any Proposed Trademarks or Proposed Patents, Client will engage its own legal counsel to do so and Client shall be responsible for all fees, costs, expenses, and undertakings in connection with such registration with federal, state or foreign agencies.

f. Client agrees to pay to FH all costs and expenses (including reasonable attorneys' fees) incurred by or charged to FH arising from any audits or third-party investigation of Client or the acts or practices of Client including, without limitation, any fees, costs, and expenses related to compliance with any third-party subpoena or other discovery request

9. *Limitation of Liability.*

a. Notwithstanding anything to the contrary contained in this Agreement, in no event shall either party be liable to the other for any punitive, exemplary, incidental, consequential, lost profits, or other special damages in connection with any Loss or Claim arising out of or related to this Agreement.

b. Each party's total liability to the other arising under this Agreement (whether via indemnification or otherwise) will be limited to two times (2x's) the total amount paid to FH in professional fees (not including out-of-pocket expenses or third-party charges) in the latest twelve (12) months of Service under this Agreement.

10. *Miscellaneous.*

a. *Successor and Assigns.* This LOA shall be binding upon and inure to the benefit of the parties to this LOA and their respective successors and assigns. Neither party may assign any rights, or delegate or sub-contract any obligations under this LOA without the other party's prior written approval.

b. *Governing Law.* This LOA, and all claims or causes of action that may be based upon, arise out of or relate to this LOA shall be governed by, and enforced and construed in accordance with, the laws of New

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 PM

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 PM

York, without regard to conflict of laws rules that would result in the application of the laws of another jurisdiction. Exclusive venue for any legal action under this LOA shall be in the state or federal courts in Manhattan, New York City, New York.

c. *Compliance with Law.* The parties will comply with all local, state, federal, and international laws and regulations, rulings by courts and administrative agencies, as applicable to the parties and their respective obligations under this LOA, including, without limitation, Foreign Agent Registration Act (FARA), Foreign Corrupt Practices Act (FCPA), Internal Revenue Service (IRS), and laws and regulations relating to transparency, trade practices, anti-bribery/anti-corruption, etc. Also, if and when applicable, the parties will comply with the terms and conditions of third-party web sites, platforms or applications

d. Amendments. No change, modification, alteration or addition to any provision of this LOA shall be binding unless in writing and signed by authorized representatives of both parties.

e. Counterparts. This LOA may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Each party represents and warrants that the individual signing on its behalf below has the full right and authority to enter into this LOA and to bind such party.

If you agree with the terms set forth in this LOA, please sign two copies, return one to FH, and keep one fully executed copy for your files. We appreciate this opportunity to work with you and look forward to a collaborative and rewarding experience!

Very truly yours,

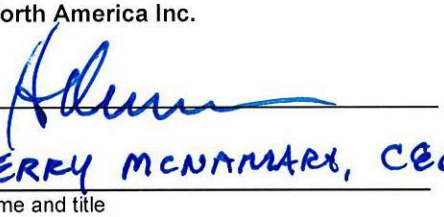
FleishmanHillard

By: Anthony Zagora

Tony Zagora, SVP and Partner
print name and title

Agreed to and accepted as of the Effective Date.

OCP North America Inc.

By: 

KERRY MCNAMARA, CEO
print name and title

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 PM

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 PM

Exhibit A

This Exhibit A is incorporated into, governed by and made part of the attached Letter of Agreement ("LOA") between Client and FH, effective as of October 6, 2020; and unless otherwise defined herein, all capitalized terms in this Exhibit A have the same meanings as defined in the attached LOA.

Scope of Work and Budget (Including Fees and Costs)

Phase One – Planning and Preparation (First ~30 Days)

Initial Planning and Kickoff Session

- The FH team will facilitate an information gathering session that would include key members from the OCP Group team to discuss core messages, communication prioritization and relevant scenario planning.

Traditional and Social Media Analysis - USA

- Review the public conversation to date related to ITC and DOC countervailing duties litigation/investigations. Analysis of quantity and quality of coverage to inform strategic planning and reputation management. Identify from public sources and industry information interested and potentially interested reporters, opinion leaders and those who have joined the conversation (e.g. "Interested Persons").
- Recommend agricultural trade media outlets as well as agricultural reporters with noteworthy food and agricultural policy media outlets to support communication to grower audiences.

Stakeholder Identification and Recommendations

- Review Interested Persons already identified by OCP Group, OCP advisors, and those audiences identified in the information gathering session to identify who may likely be impacted by regulatory outcomes and decisions as well as those who are likely to affect the decision-making process.
- Coordinate with the OCP Group team members to determine status of existing Interested Persons relationships, proposed messages, and call to action, if applicable.

Information Analysis

- Following the session, in collaboration with the OCP Group, analyze all information collected and begin to develop new and refine existing messages that best communicate the OCP Group's positions and objectives.
- Develop focused messages as necessary to address unique challenges and campaigns. All will be designed expressly to reach audiences that OCP Group believes would be most interested in the relevant information.

Materials Customization

- Customize approved core messages, and develop talking points, Q&A documents, fact sheets, infographics and other materials that can be used throughout the campaign by spokespersons and Interested Person messengers.

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 PM

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 PM

Digital Campaign Planning

- Based on the core Interested Persons identified in the mapping process, FH will develop a digital campaign plan to provide outreach and engagement plans to update and communicate with Interested Persons through paid digital advertising.
- This plan will include recommended channels, creative and asset development recommendations and cost estimates (out of pocket costs) for various targeting and outreach options by channel (but will not include the development or provision of logos, tradenames, taglines, slogans, or other trademarkable items or patentable processes or items unless OCP and FH mutually agree in writing to the scope of work, the deliverables, and the allocation of responsibility for intellectual property clearance and registration).

Phase One Estimated Fees shall not exceed$100,000

Phase Two – Activation and Engagement (Estimated Five Month Campaign)

External Campaign and Outreach

- After the building blocks described above are established, the execution phase of the campaign will seek to reach external audiences and Interested Persons. These communications will amplify OCP Group messages through a variety of stakeholders through various platforms. FH will coordinate, help shape, and implement the campaign in accordance with the objectives and direction of OCP Group and its advisors.

Earned Media

- To inform the media narrative, FH can pursue as mutually agreed to by OCP the following types of activities: monitor relevant press activity, identify key journalists and outlets that report on the issues; pitch stories transparently, truthfully, and appropriately; identify opportunities for op-ed or commentary for OCP leaders; amplify messaging through radio and satellite media tours to reach Interested Persons; develop a speaker's bureau of subject matter experts to serve as communications resources.

Stakeholder, Grassroots and Grasstops Engagement

- Working with existing and newly created assets and using Interested Persons planning tools as the basis for outreach, develop a program that supports the engagement of subject matter experts, supporters, and Interested Persons who are able to communicate with audiences of interest to OCP. FH will not engage in any direct lobbying activities for OCP with government officials unless OCP and FH agree in writing to the scope, contacts, budget, and messaging for such lobbying activities, as well as the applicable reporting and disclosure obligations. If OCP or FH engages any lobbyists, such lobbyists will contractually agree to comply with applicable ethics, disclosure, and reporting laws and regulations.

Microsite Development

- While the messaging is being finalized, FH will quickly develop content for a campaign microsite (hosting location TBD) to serve as the campaign hub. The site will include information and shareable content on the issues and an action alert that would enable

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 PM

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 PM

supporters to contact their legislators if they desire. All grassroots efforts will inform advocates of this landing page to learn more and to support their voices.

Online Grassroots

- The online campaign will be designed to enable activity across a range of platforms. Through direct outreach via email or delivery of focused advertising, FH can encourage supporters to mobilize and to contact their policymakers or amplify shareable content. Outreach will communicate with existing advocates and will seek to find other supportive voices.

On-the-Ground High-Touch Grasstops

- Working with partners in key states, the grasstops outreach will recruit and mobilize knowledgeable local and national professionals who can connect with, inform, and update media, bi-partisan policy makers legislators, leaders, government agency representatives, and other Interested Persons.

Paid Digital Amplification

- Strategic use of digital marketing and advertising (such as social media, display & video ads, sponsored content, email and newsletters, etc.), will amplify key messages to key audiences where they are located.

Phase Two Estimated Fees shall not exceed $250,000

This includes fees for earned media, grassroots, Interested Persons/stakeholder engagement and microsite development for five months of campaign work. Additional expenses are highly dependent on the agreed upon plan but could include both fees and out-of-pocket expenses for strategies including grassroots tools, ad buys or grasstops communicators.

Additional Out-of-Pocket Expenses (Potential)

All out-of-pocket expenses and third-party charges would be closely coordinated with and approved by the client. While needs may vary considerably, some expenses and charges might include:

- *TBD for focused digital advertising to reach Interested Persons which may include decision makers and their advisers (final estimate will be provided once focused digital advertising plan is complete. Cost will vary based on channels and frequency of advertising)*
- *$5,000 - $7,000/month per outreach engagement to engage local, on-the-ground grasstops professionals to connect with, inform, and update media, and other Interested Persons.*
- *$15,000 - $25,000 for grassroots mobilization activities that includes tools for online activation and supporter networking and recruitment*

Received by NSD/FARA Registration Unit 10/09/2020 4:40:04 PM