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

U.S. Department of Justice
Washington, DC 20530

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
DCI Group AZ, LLC

2. Registration Number
6278

3. Primary Address of Registrant
2000 K Street NW, 9th Floor
Washington, DC 20006

4. Name of Foreign Principal
Malaysian Palm Oil Council

5. Address of Foreign Principal
7th Floor, Menara Axis
No 2, Jalan 51A/223, Section 51A
46100 Petaling Jaya, Selangor, Malaysia

6. Country/Region Represented
Malaysia

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)* Non-profit
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant
n/a

b) Name and title of official with whom registrant engages
n/a

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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

a) Name and title of official with whom registrant engages

n/a

b) Aim, mission or objective of foreign political party

n/a

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.

To promote the market expansion of Malaysian palm oil and its products by enhancing the image of palm oil and creating better acceptance of palm oil through awareness of various technological and economic advantages (techno-economic advantages) and environmental sustainability.

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).

The Malaysian Palm Oil Council is controlled by, and receives direction and financial support from, the Ministry of Plantation Industries and Commodities (MPIC) of the Malaysian government.

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.

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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	
January 05, 2022	Douglas Goodyear	/s/ Douglas Goodyear	eSigned
January 05, 2022	Justin Peterson	/s/ Justin Peterson	eSigned
January 05, 2022	Brian McCabe	/s/ Brian McCabe	eSigned

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U.S. Department of Justice

Washington, DC 20530

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

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

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

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

1. Name of Registrant	2. Registration Number
DCI Group AZ, LLC	6278

3. Name of Foreign Principal

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? August 2021

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

DCI Group AZ, L.L.C. will provide public policy counsel to the Malaysian Palm Oil Council in support of its efforts to improve the labor and human rights policies and practices of Malaysia.

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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.

DCI Group AZ, L.L.C. will provide public policy counsel to the Malaysian Palm Oil Council in support of its efforts to improve the labor and human rights policies and practices of Malaysia.

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.

DCI Group AZ, L.L.C. will provide public policy counsel to the Malaysian Palm Oil Council in support of its efforts to improve the labor and human rights policies and practices in Malaysia.

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.

n/a

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

Date	Contact	Method	Purpose
n/a			

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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 ☒

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
n/a			

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
n/a			

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	
January 05, 2022	Douglas Goodyear	/s/ Douglas Goodyear	eSigned
January 05, 2022	Justin Peterson	/s/ Justin Peterson	eSigned
January 05, 2022	Brian McCabe	/s/ Brian McCabe	eSigned

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DCI GROUP AZ

Service Work Order

This Service Work Order ("Order") is issued and executed pursuant to the previously executed Client Services Agreement ("Agreement") between DCI Group AZ, L.L.C ("DCI AZ") and the Client listed below. This Order shall be governed by the terms outlined below as well as the terms of the Agreement and shall constitute an integral part thereof. If any terms in this Order conflict with the terms of the Agreement, the terms of this Order shall supersede the terms of the Agreement and govern solely for the engagement covered by this Order.

Client Information

Malaysian Palm Oil Council

Project Specifications

Project Name: Arnold & Porter

Term

Effective (start) Date of this Order: January 1, 2022

Termination (end) date of this Order: March 31, 2022

Compensation & Invoicing

Compensation for this work will be $32,500.00 per month.

The undersigned have executed this Service Work Order on the date written below their signature and to be effective as of the Effective Date listed above.

Malaysian Palm Oil Council

By _____

Name Wan Aishah Wan Hamid
Chief Executive Officer

Date: 21/10/21

DCI Group AZ, L.L.C.

By _____

Date: January 4, 2022

MALAYSIAN PALM OIL COUNCIL
199001001274 (192835-K)
Level 7 Menara Axis,
No 2 Jalan 51A/223,
46100 Petaling Jaya,
Selangor Darul Ehsan, Malaysia.
Tel: (603) 7806 4097 Fax: (603) 7806 2272

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Consulting Services Agreement

This Agreement (hereinafter "Agreement") is dated the 1st day of August 2021, between Malaysian Palm Oil Council, a body corporate established under the Companies Act 1965 of Malaysia and having its official address at 7th Floor, Menara Axis, No 2, Jalan 51A/223, Section 51A, 46100 Petaling Jaya, Selangor, Malaysia ("Client") and DCI Group AZ, L.L.C., an Arizona limited liability corporation having its official address at 1828 L Street, NW, 4th Floor, Washington, DC 20036 ("Consultant").

In consideration of their mutual promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between Client and Consultant as follows:

Client and Consultant are hereinafter collectively referred to as ''parties'' and ''party'' refers to any one (1) of them, as the context may require.

Section 1

Consultant Services:

Consultant shall provide professional assistance and advice to Client with respect to agreed-upon public affairs services to be performed in the United States (collectively called "Services") described herein and/or to be detailed and mutually agreed to by the Parties from time to time.

Section 2

Independent Contractor:

Consultant shall act solely as an independent contractor, not as an employee or agent of Client. Accordingly, Client will not exercise control over the manner, time, or place in which any Services rendered by Consultant or its members, officers, agents, and employees are performed. Additionally, Consultant understands that it will not be eligible for any Client employment benefits provided to employees of Client. Unless specifically authorized in writing and such authorization having first been obtained, Consultant agrees and covenants not to enter into any agreement on behalf of Client and agrees and covenants that it shall not represent to any third party that it has authority to enter into any such agreement.

Section 3

Compliance with Applicable Laws and Regulations:

Consultant hereby warrants and covenants with Client that Consultant shall cause and ensure that all Services rendered by Consultant under the terms of this Agreement shall be rendered in accordance with all applicable federal and state and foreign laws and regulations, including, without limitation, the Honest Leadership and Open Government Act of 2007, the Federal Election Campaign Act of 1971, as amended, the Bipartisan Campaign Reform Act of 2002, the Gift Rules Guidelines of the United States Senate and House of Representatives, the Standards of Ethical Conduct of Employees of the Executive Branch, the Lobbying Disclosure Act of 1995, as amended, the Foreign Agents Registration Act of 1938, as amended, and the lobbying and gift rule requirements of any state or local government or the US Federal Government and the European Union. Furthermore, Consultant further warrants and covenants that Consultant shall appropriately and in timely fashion file with governmental entities any and all

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disclosures and other reports as shall be required by any and all applicable laws with respect to the Services provided herein.

Section 4

Term of Agreement:

(i) Both parties herein have agreed that this Agreement shall be deemed to have commenced as of the date of the last signature below, and shall automatically terminate on July 31, 2022, ("the Term") unless the parties shall have prior thereto mutually agreed in writing to extend the Agreement upon such terms and conditions as may then have been agreed upon by the parties hereto and such extension of the Agreement having been formalized in writing.

Notwithstanding the above, the parties hereto shall hereby agree that the Term is subject to review and satisfaction of Client within the first six (6) months of the Services rendered. If Client has failed to notify Consultant on the satisfaction of Consultants' Services the Term is considered to be resumed until July 31, 2022.

(ii) Either Consultant or Client may terminate this Agreement by providing a thirty (30) day written termination notice to the other without assigning any reason for such termination and such termination shall be deemed to be conclusively effective thirty (30) days after receipt by the receiver of the written notice. Until the termination is conclusively effective, Consultant and Client shall both continue to adhere strictly to and conduct their respective obligations according to the terms of this Agreement.

Upon such written termination, an accounting shall be conducted by Client and Client shall make such payment to Consultant, in accordance with such accounting, for Services rendered by Consultants until the last day of the thirty (30) day termination notice and in exchange:

(a) Consultant shall deliver to Client all work and material, including but not limited to copies of press releases, editorials, letters to editors, research briefs, white papers, testimonies, speeches, fact sheets, etc., work and material in progress, created or produced or which is a work product of the Services rendered hereunder by Consultants or third parties commissioned/advocated by Consultant including all preliminary drafts, versions and adaptations thereof (collectively the "information") from time to time prior to disposal by Consultant in accordance with Consultant's existing, lawful document retention policy or Consultant may dispose of the information upon written consent of Client; and

(b) Consultant shall indemnify and keep Client fully indemnified against any use by anyone of any of the work or materials created or produced as specified above or which is in any way a work product of the Services rendered hereunder by Consultant or any third party commissioned by Consultant that may be or become now or in the future a matter of dispute by any third party(s), irrespective of termination and/or expiration of this Agreement due to gross negligence or willful malfeasance of Consultant, its members, officers, employees or agents commissioned by Consultant.

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Section 5

Compensation:

For the Services, Consultant will receive from Client a monthly retainer of twenty five thousand dollars ($25,000 USD) per month (the "monthly retainer"). In addition to the monthly retainer, Client shall pay Consultant for any pre-approved projects undertaken by Consultant. Details of each project and the parties' agreed on fee for each project will be detailed in writing (with any such written assignments including, but not limited to email communications deemed "Work Orders" and made an integral part of this Agreement subject to all the terms and provisions herein). Between the 1st and 5th of each month, Consultant shall invoice Client for the Fee incurred in the prior month. Client shall pay each invoice within thirty (30) days of the invoice date.

Section 6

Ownership:

(i) Consultant hereby covenants and represents to Client that no material prepared by Consultant or by third parties commissioned/advocated by Consultant shall infringe the rights of any other person or company, and Consultant shall cause and ensure that all such materials shall comply with all applicable federal, state, and foreign laws and regulations, including but not limited to the political activity, lobbying, and gift rule laws and regulations of the U.S. Federal Government and the European Union. Accordingly, Consultant shall at all times indemnify and keep indemnified Client against any action or proceedings threatened, instituted or which may be instituted against Client that may be or become now or in the future a matter of dispute by any third party(s) irrespective of termination and/or expiration of this Agreement due to gross negligence or willful malfeasance of Consultant, its members, officers, employees, third parties or agents commissioned by Consultant.

(ii) It shall be the sole and unequivocal responsibility of Consultant to obtain the necessary permissions, approvals, licenses and/or releases from all persons for the publication, reproduction or exhibition of any material created or produced for Client under this Agreement. Accordingly, Consultant shall at all times indemnify and keep indemnified Client against any action or proceedings threatened, instituted or which may be instituted against Client that may be or become now or in the future a matter of dispute by any third party(s) irrespective of termination and/or expiration of this Agreement due to gross negligence or willful malfeasance of Consultant, its members, officers, employees, third parties or agents commissioned by Consultant.

(iii) Consultant hereby warrants to Client with regard to the originality of all copy, films, sound recordings, scripts, press releases, editorials, letters to editors, research briefs, white papers, testimonies, speeches, fact sheets, etc., and all other work and material, including work and material in progress used or delivered or exhibited for and on behalf of Client. As such, Consultant shall at all times indemnify and keep indemnified Client against any use by any one of any materials created or produced or which is in any way a work product of the Services rendered hereunder by Consultants or any third party commissioned by Consultants that may be or become now or in future a matter of dispute by any third party(s) irrespective of termination and/or expiration of this Agreement due to gross negligence or willful malfeasance of Consultant, its members, officers, employees, third parties or agents commissioned by the Consultants.

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Section 7

Consultant's Covenants and Warranties:

(i) Consultant further agrees and covenants with Client that its scope of works shall abide by the normal international standards on completeness and comprehensiveness and further that Consultant shall be ready and willing to discuss in depth, if requested by Client the progress and initiatives of the Services agreed to be provided by Consultant pursuant this Agreement at such destination as may be mutually agreed by the parties.

(ii) Consultants shall provide the standards of care, skill and diligence normally provided in the performance of Services with respect to similar services to those contemplated under this Agreement.

(iii) Consultant shall utilize all such resources as it shall have in order to provide the most comprehensive and in depth consultancy in the Services that it has undertaken to conduct p this Agreement.

(iv) Consultant shall submit to Client for approval and input, as the case may be, all materials including but not limited to all copies of press releases, editorials, letters to editors, research briefs, white papers, testimonies, speeches, fact sheets, etc., pursuant to the Services rendered hereunder by Consultants or third parties commissioned/advocated by Consultant (including all preliminary drafts, versions and adaptations thereof).

Section 8

Anti-Corruption:

8.1 DEFINITIONS:

8.1.1 "FCPA" means the Foreign Corrupt Practices Act of 1977 of the United States of America, as amended by the Foreign Corrupt Practices Act Amendments of 1988 and 1998, and as may be further amended and supplemented from time to time.

8.1.2 "Restricted Person" means:

8.1.2.1 any officer or employee of a foreign government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, instrumentality, or public international organization.

8.1.2.2 any foreign political party or official thereof or any candidate for a foreign political office.

8.2 In connection with the services provided through this Agreement, the parties have not and shall not, directly or indirectly, either (a) offer, pay, promise to pay or authorize the payment of any money or gift; or (b) offer, promise to give, or authorize the giving of anything of value to, either:

8.2.1 any Restricted Person; or

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8.2.2 any other person, knowing or having reason to know and/or believe that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any Restricted Person for the purpose of:

8.2.2.1 influencing any act or decision of the Restricted Person in his or her official capacity;

8.2.2.2 inducing the Restricted Person to do or omit to do any act in violation of the lawful duty of the Restricted Person;

8.2.2.3 securing any improper advantage;

8.2.2.4 inducing the Restricted Person to use his or her influence with any government, or instrumentality thereof, to affect or influence any act or decision of that government or instrumentality; or

8.2.2.5 obtaining or retaining business for or with, or directing business to, any person.

8.3 Restricted Persons shall not share directly or indirectly in the proceeds obtained through this Agreement.

8.4 Payments shall not be made under this Agreement in cash or bearer instrument.

8.5 Payments shall not be made under this Agreement to any persons other than the parties to this Agreement.

8.6 Payments shall not be made to the parties under this Agreement other than payments that are reasonably commensurate with the services performed in accordance with the terms of this Agreement and as agreed to by the parties hereto.

8.7 Payments made under this Agreement shall not be used for any activity or purpose that would violate the FCPA, or that might expose either party to liability under the FCPA.

8.8 All payments shall be accurately recorded in the books and records of each party.

8.9 If either party violates the FCPA, then the other party may unilaterally and immediately terminate this Agreement with written notice to the violating party. In addition, the violating party shall indemnify the other party from any fines or penalties resulting from violations of the FCPA.

Section 9

Confidentiality:

(i) From time to time, Client may share with Consultant non-public or proprietary information related to Client's business, whether technical, commercial or of any other nature, whether relating to Client's past, present or future research, development and business activities and whether documented or not, in order to assist Consultant in performing the Services outlined in this Agreement as well as all information, conclusions, drafts, materials and associated materials and the final work product(s) resulting from the Services rendered by Consultant to Client. All such information, whether provided orally or in writing, shall be considered confidential ("confidential information") with the exception of information that is publicly known or comes into public domain in a manner other than through the breach by either of the parties of the terms and provisions of this Section 9. Unless otherwise required by law or court order, Consultant shall hold all such confidential information in trust and in confidence for Client and shall not divulge or

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communicate to any third party or use or exploit for any purpose whatsoever any confidential information whatsoever relating to Client which may be communicated to Consultant or which Consultant may acquire or receive under the terms of this Agreement or is deemed confidential information under any agreement or understanding, expressed or implied. Consultant agrees not to disclose any such confidential information to any person not an employee or agent of Consultant, which then shall also be done on a "need to know" basis, without the prior written consent of Client and shall cause and ensure that its members, officers, employees and all third parties commissioned by Consultant who have access to the confidential information shall also be bound by the terms and provisions of this Section 9. Consultant shall provide prompt notice to Client of any judicial or quasi-judicial demand for any such confidential information. Notwithstanding the foregoing, Client acknowledges Consultant's obligation to file disclosure reports as required by law with such relevant governmental entity but Consultant shall ensure that it makes available only relevant, responsive and pertinent confidential information as is required for such disclosure reports.

(ii) Likewise, Client may become aware of information about Consultant, its business operations, and its methods of performance that may be highly confidential and proprietary to Consultant and which is generally not known to the general public or in the business in which Consultant and its other clients are engaged. Client will treat all such information as confidential, unless such information is in the public domain in a manner other than through the breach by either of the parties of the terms and provisions of this Section 9. Unless otherwise required by law or court order, Client agrees not to disclose any such information to any person not an employee or agent of Client without the prior written consent of Consultant and to provide prompt notice to Consultant of any judicial or quasi-judicial demand for such information.

Section 10

Entire Agreement:

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, communications, writings and understandings. This Agreement may be modified or amended only by a written amendment signed by the authorized personnel of both parties.

Section 11

Non-Assignment:

This Agreement may not be assigned by either Consultant or Client by agreement or operation of law without the written consent of the other party. Nothing in this Agreement, express or implied, is intended to or shall (i) confer on any person other than the parties hereto, or their permitted successors or assigns, any rights to remedies under or by reason of this Agreement; (ii) constitute the parties hereto partners or participants in a joint venture; or (iii) appoint one party the agent of the other; or (iv) give one party the authority or power to bind the other party or contract in the name of or create a liability against the other party in any way or for any purpose whatsoever; or (v) hold one party responsible for the acts or defaults of the other party or of the other party's agents, employees or representatives.



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Section 12

Governing Law and Dispute Resolution:

(i) Any dispute arising out of or in connection with this Agreement including any question regarding its existence, validity or termination, may be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this Section 12. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator.

(ii) The Parties may alternatively file a claim arising out of or in connection with this Agreement including any question regarding its existence, validity or termination, with the United States District Court for the District of Columbia or the Superior Court of the District of Columbia, whichever is appropriate. This Agreement shall be governed and construed in accordance with and pursuant to the laws of the District of Columbia without giving any force or effect to the provisions of any choice of law or conflict of law rules thereof. The Parties hereto expressly waive their rights to a trial by jury.

Section 13

Indemnification by Consultant:

Consultant agrees to indemnify, defend and hold harmless Client, and each of its affiliates, and each of their respective successors, assigns, officers, directors, members, employees and agents (each, an "Indemnified Person") from and against any and all costs, expenses (including, without limitation, any related attorneys' fees and costs, losses, liabilities, judgments or settlements), penalties and damages (collectively "Indemnified Damages") that any Indemnified Person may incur directly or indirectly as a result of any claim, suit, investigation, proceeding (whether administrative or judicial), subpoena or other cause of action (each, a "Claim") Client may incur to the extent those Indemnified Damages are directly attributable to the gross negligence or willful misconduct of Consultant, provided that Client promptly, and in any event within ten (10) business days, notifies Consultant of any such Claim, and provided further that failure to give such notification shall not affect Consultant's obligation to indemnify pursuant to this Section 13 except to the extent Consultant has been adversely affected by such failure.

Section 14

Indemnification by Client:

Client agrees to indemnify and hold Consultant harmless from any and all Indemnified Damages Consultant may incur as a result of any Claim against Consultant in any way arising out of or related to this Agreement or the Services, except to the extent directly attributable to Consultant's gross negligence or willful misconduct, provided that Consultant promptly, and in any event within ten (10) business days, notifies Client of any such Claim, and provided further that failure to give such notification shall not affect Client's obligation to indemnify pursuant to this Section 14 except to the extent Client has been adversely affected by such failure.



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Section 15

Defense of Claim:

In the event of a Claim with respect to which a Party may be entitled to indemnification under Sections 13 or 14 (the "Indemnified Party"), the other Party (the "Indemnifying Party") may elect to assume the defense of such Claim with counsel selected by the Indemnifying Party, and the Indemnified Party shall cooperate in such defense as reasonably requested by the Indemnifying Party. If the Indemnifying Party elects to assume the defense of such ty Claim, the Indemnified Party shall have the right, at its own expense, to participate in the defense of such Claim and employ counsel, at its own expense, reasonably acceptable to the Indemnifying Party, it being understood that the Indemnifying Party shall nonetheless control such defense. The Indemnifying Party shall not settle, compromise or discharge any Claim without the Indemnified Party's written consent, such consent not to be unreasonably withheld or delayed, provided that the Indemnified Party shall agree to any such settlement, compromise or discharge that the Indemnifying Party recommends and that by its terms only requires the payment of money and releases the Indemnified Party from any further liability in connection with such Claim. If the Indemnifying Party does not elect to assume the defense of such Claim, then (i) the Indemnified Party shall timely and diligently defend such Claim, and, in connection with such defense, the Indemnified Party shall (a) keep the Indemnifying Party apprised of all developments, including settlement offers, with respect to such Claim and (b) permit the Indemnifying Party to participate at its own expense, but not control, in the defense of such Claim; and (ii) failure by the Indemnified Party to timely and diligently defend such Claim shall relieve the Indemnifying Party from all of its obligations under Sections 13 or 14 with respect to such Claim.

Section 16

Limitation of Liability:

Neither party shall be entitled to any consequential, special, indirect, incidental, exemplary or punitive damages, lost profits or diminution in value except with respect to a breach of a party's obligations under the terms and provisions of Sections 9, 13 and 14.

Section 17

Severability:

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each and every remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 18

Notices:

Any notices to be given hereunder by a party to the other may be effected either by personal delivery in writing, by guaranteed overnight delivery or courier, by mail, registered or certified, postage prepaid with return receipt requested or by electronic communication. Mailed notices shall be addressed to the parties at the addresses appearing at the end of this Agreement, but each party may change the address upon written notice in accordance with this section, such written notice to be given within forty-

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eight (48) hours of such change. Notices will be deemed delivered/communicated on the date of the party's receipt or successfully delivered to the address made known to the parties via electronic communication.

Section 19

Non-waiver of Rights:

Knowledge or acquiescence by any party of, or in, any breach of any of the provisions of this Agreement shall not operate as, or be deemed to be, a waiver of such provisions and, notwithstanding such knowledge or acquiescence, such party shall remain entitled to exercise its rights and remedies under this Agreement, and by law provided, and to require strict performance of all of the provisions of this Agreement.

Section 20

Time:

Except as otherwise expressly provided, time is of the essence with regard to every obligation of any party under this Agreement.

Section 21

Costs:

Each party shall bear all its own costs and expenses incurred in the preparation, execution and performance of this Agreement including but not limited to its legal costs unless otherwise provided in this Agreement.

Section 22

Goodwill of Parties:

The parties hereto recognize that it is impracticable to make provision for every contingency that may arise in the course of the performance of the provisions hereof and accordingly declare their intention that this Agreement shall operate between them with fairness and without detriment to the interest of any party and covenant and agree with one other that they shall use their best endeavors to ensure that full effect be given to the terms of this Agreement in the spirit in which it was agreed.

Section 23

Survivability of Provisions:

Sections 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, and 24 of this Agreement shall survive any termination or expiration of this Agreement.

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Section 24

Parties-in-Interest; Execution of Agreement:

(i) There are no third-party beneficiaries to this Agreement, and no third party may invoke any provision hereof in its defense or in advancing any grievance or position as against any other person or entity.

(ii) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and such counterparts together shall constitute but one and the same instrument.

(iii) This Agreement shall not be binding upon Client or Consultant unless executed on its behalf by a duly authorized Officer or Member. Client and Consultant, and the individuals executing this Agreement represent such individuals that have been and are duly authorized by all necessary and appropriate corporate or other action to execute same on behalf of Client and Consultant, respectively.

(iv) Client's and Consultant's signature below indicates Client's and Consultant's understanding of, and concurrence with, all the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized Officer(s), Manager(s) and/or Member(s).

Malaysian Palm Oil Council

By:_____
Dato' Dr. Hj Wan Zawawi Wan Ismail
Chief Executive Officer
7th Floor, Menara Axis
No 2, Jalan 51A/223, Section 51A,
46100 Petaling Jaya, Selangor
MALAYSIA

Dated:_____

DCI Group AZ, L.L.C.

By:_____
Justin M. Peterson
Managing Member
1828 L Street, NW
4th Floor
Washington, DC 20036

Dated: August 17, 2021

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