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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
Cornerstone Government Affairs, Inc.

2. Registration Number
6401

3. Primary Address of Registrant
800 Maine Ave. SW, Floor 7
Washington, D.C. 20024

4. Name of Foreign Principal
OCP S.A. (through OCP North America, Inc.)

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.

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

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

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.

See response to question 11.

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EXECUTION

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

Date	Printed Name	Signature
October 08, 2020	Geoff J. Gonella	/s/ Geoff J. Gonella 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
Cornerstone Government Affairs, Inc.	6401

3. Name of Foreign Principal

OCP S.A. (through OCP North America, Inc.)

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? 10/1/2020

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

Please see attached.

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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.

Coordinate and direct public relations campaign regarding countervailing duty investigations by the U.S. government into phosphate fertilizer imports.

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.

Coordinate and direct public relations campaign regarding countervailing duty investigations by the U.S. government into phosphate fertilizer imports.

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

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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

Total

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

Yes ☐ No ☒

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

Date	Recipient	Purpose	Amount

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

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

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EXECUTION

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

Date	Printed Name	Signature
October 08, 2020	Geoff J. Gonella	/s/ Geoff J. Gonella eSigned

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SERVICE AGREEMENT

THIS SERVICE AGREEMENT (hereinafter "***Agreement***"), dated October 1, 2020 (hereinafter the "***Effective Date***") is entered into by and between Cornerstone Government Affairs, Inc. (hereinafter "***Cornerstone***"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 800 Maine Avenue, SW, 7th Floor, Washington, D.C. 20024, and OCP North America, Inc. (hereinafter "***OCP NA***"), a corporation organized under the laws of Delaware, with its principal place of business at 1370 Sixth Avenue, 32nd Floor, New York, New York State 10019 (hereinafter referred to collectively as the "***Parties***" or individually as "***Party***").

WHEREAS, Cornerstone is in the business of providing strategic consulting and advocacy services to assist its clients in dealing with federal, state and local governments and governmental and regulatory authorities (hereinafter "***GR Services***"); and

WHEREAS, OCP NA and Cornerstone desire to enter into this Agreement to set forth the basic terms and conditions that will govern the relationship under which Cornerstone will provide GR Services to OCP NA:

NOW THEREFORE, in consideration of the foregoing recitals, the agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each Party, the Parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and continue through September 30, 2021 (hereinafter referred to as the "***Term***"). The Parties may mutually agree in writing to extend the Term.

2. Termination. This Agreement may be terminated by either Party with or without cause at any time during the Term after thirty (30) days written notice to the other Party. OCP NA shall pay Cornerstone all fees and expenses otherwise owed it under the terms of this Agreement through the effective date of such termination. All balances not paid on the due dates specified herein will bear interest at the rate of one percent (1%) per month until paid. All costs incurred by Cornerstone in the collection of uncontested fees which are more than sixty (60) days past due shall be paid by OCP.

3. Services by Cornerstone. During the Term, Cornerstone shall provide GR Services to OCP NA. The precise scope and extent of the GR Services may be amended by mutual agreement of the Parties but generally focus on:

- Conducting a needs assessment with OCP NA, designed to gain an in-depth understanding of your strengths, challenges, areas of opportunity, and public policy priorities;
- Providing a detailed and immediate government relations strategy to build support for OCP Group's case;
- Immediately facilitating meetings and enhancing communications with members of Congress and their staffs, including:
    - Democratic and Republican leadership in the House and Senate as well as the next generation of House and Senate leadership, and future committee chairs. In doing so, we will look for champions for OCP NA's priorities;
    - Members on key committees of jurisdiction regarding trade matters and U.S. phosphate use;
- Conducting outreach to key agricultural and trade organizations in order to gain third-party support for OCP Group's position on the case;

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- Facilitating meetings and enhancing communications with the Trump Administration and Vice President Joe Biden's campaign in order to best position OCP Group for the future;
- Advising OCP Group on key legislative, economic and diplomatic opportunities through weekly reports and meetings;
- Developing an inventory of key customers and potential partners with whom we can work to advance OCP Group's interests;
- Providing strategic advice on congressional priorities and finding common ground with OCP Group's interests;
- Following U.S. congressional and administrative actions closely and preparing regular reports on issues impacting OCP Group; and,
- Providing weekly, newsworthy updates on trade matters broadly.

In performing the GR Services, Cornerstone will perform such tasks as attending necessary meetings, and providing as necessary, written reports on its activities as well as the activities of the Congress, the Administration, independent agencies, and third parties regarding the relevant issues. Cornerstone will also provide other general informational bulletins or updates that OCP NA reasonably requests.

4. Relationship of the Parties. The Parties acknowledge and agree that each is an independent business entity and, as such, neither Party may represent itself as an employee, agent, or representative of the other. Neither Party may incur any obligations on behalf of the other Party unless specifically authorized in this Agreement. Nothing contained in this Agreement shall create or be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship except as set forth between the Parties.

5. Fee. Payment for the GR Services shall be made electronically via ACH by OCP NA to Cornerstone in twelve (12) advance monthly payments of twenty-five thousand dollars ($25,000.00) plus reasonable and customary out-of-pocket expenses with any out of town travel being approved in advance by OCP NA (the "***Fee***"). Cornerstone shall invoice OCP NA on a monthly basis for the Fee accrued during the succeeding month, and the Fee due under such invoice shall be payable within thirty (30) days after OCP NA's receipt of such invoice. The Parties agree to discuss in good faith any adjustment in the Fee that either Party shall deem appropriate given the level of services mutually agreed upon under Section 3. Federally appropriated funds may not be used to pay for any services provided or expenses incurred under this Agreement.

6. Confidentiality. Cornerstone agrees with respect to all confidential or proprietary written, recorded, electronic or oral information provided to Cornerstone by OCP NA or its affiliates, whether or not marked as confidential (hereinafter "***Confidential Information***"), that Cornerstone will use Confidential Information solely to enable it to perform its obligations hereunder, and will not disclose any Confidential Information to any person or entity without the prior express written consent of OCP NA. Provided, however, that Confidential Information may be provided by Cornerstone to those of its employees who need such information to enable Cornerstone to perform its obligations hereunder and who are required to keep such information confidential and to its auditors, consultants and advisors who agree to keep such information confidential or are otherwise bound to restrictions on disclosure.

Confidential Information shall not include information which: (i) is now or hereafter becomes part of the public domain; (ii) was received by Cornerstone from a third party under no obligation of confidentiality to OCP NA; or (iii) is disclosed by OCP NA to a third party without restriction.

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Cornerstone may be entitled to immunity for certain disclosures to Cornerstone's attorney or government officials under the Defend Trade Secrets Act, 18 U.S.C. § 1833(b).

The provisions of this section shall apply to employees of Cornerstone and any third parties engaged by Cornerstone in the scope of its performance of the GR Services, and Cornerstone shall ensure that such employees and third parties are bound by and comply with these obligations.

Cornerstone represents and warrants that it will keep the Confidential Information secret and confidential for the Term of this Agreement and for a period of ten (10) years from the expiration or termination hereof.

In the event that such disclosure is required by applicable law, regulation or court order, Cornerstone agrees, if reasonably practicable, to refrain from such disclosure until such time as OCP NA has received written notice with regard to any required disclosure (provided that notice of the required disclosure is not prohibited by law), and OCP NA has had a reasonable opportunity to contest the basis for disclosure and review the content of the proposed disclosure. This confidentiality section does not restrict Cornerstone in any way from meeting any disclosure obligations it may have under the Foreign Agents Registration Act of 1938, as amended (hereinafter "***FARA***").

7. No Verification by Cornerstone. It is understood that Cornerstone cannot undertake to verify all facts supplied to it by OCP NA or related entities or all factual matters included in materials prepared or used by Cornerstone and approved by OCP NA or related entities.

8. Liability. The entire liability of Cornerstone, and OCP NA's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in tort, shall not exceed the amount of monies payable to Cornerstone by OCP NA during the Term. In no event shall the Parties be liable for any incidental, indirect, special or consequential damages, including but not limited to, loss of use, revenues, profits or savings, even if such Party knew or should have known of the possibility of such damages or claims against the other Party by any person.

9. Indemnity. OCP NA agrees to defend, indemnify and hold harmless Cornerstone against any and all direct losses, claims, damages, legal fees, expenses, or liabilities that Cornerstone may incur and resulting from any third party claim, based upon information, representations, reports, data or releases furnished or approved by OCP NA or its specifically authorized representative for use or release by Cornerstone, whether or not Cornerstone prepared or participated in the preparation of such materials. For purposes of this section, the Parties indemnified shall include Cornerstone, its directors, members, agents and employees. Subject to the liability provisions of section 8, Cornerstone agrees to indemnify and hold harmless OCP NA and its affiliates against any and all losses, claims, damages, legal fees, expenses or liabilities that OCP NA or its affiliates may incur based upon information, representations, reports, data or releases made by Cornerstone or its authorized agent or representative that OCP NA did not expressly approve, or that Cornerstone materially changed or altered after OCP NA's approval; or that Cornerstone used in a negligent or reckless manner. This section 9 shall survive the termination of this Agreement and shall continue to bind both Parties.

10. Compliance with Law. Cornerstone shall be responsible, at its own expense, for complying with any federal law and/or regulation governing lobbying, including, but not limited to FARA or any law or rule requiring registration of or the filing of public disclosure reports by lobbyists, which law or rule applies by reason of any service to be performed or activity to be conducted.

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11. No Assignment. Neither Party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other Party.

12. Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the New York, without giving effect to any choice or conflict of law provision or rule.

13. Dispute Resolution. Any dispute arising under this Agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be conducted before one arbitrator mutually agreeable to Cornerstone and OCP NA. If the Parties cannot agree on an arbitrator within thirty (30) days after the request for arbitration, then each Party will select an arbitrator and the two arbitrators will select a third who shall act as the sole arbitrator of the dispute. Judgment on any award rendered by an arbitrator may be entered in any court having jurisdiction. All fees of the arbitrator and other costs and expenses of the arbitration shall be paid by OCP NA and Cornerstone equally unless otherwise awarded by the arbitrator.

14. Entire Agreement. This Agreement contains the entire understanding between the Parties relating to the rights granted and the obligations assumed and supersedes all prior written and oral communications between the Parties.

15. Amendment. This Agreement may be changed only by written agreement signed by each Party.

16. Notice. All notices and other communications hereunder shall be deemed to have been given when delivered personally or if mailed when deposited in the United States mail or with an express mail carrier, postage prepaid and addressed as follows:

Cornerstone Government Affairs
800 Maine Avenue, SW, 7th Floor
Washington, D.C. 20024

OCP North America
1370 Sixth Avenue, 32nd Floor
New York, NY 10019

The Parties hereto may change their address as set forth in this section by providing the other Party with written notice thereof.

IN WITNESS WHEREOF, the authorized representatives of OCP NA and Cornerstone do hereby execute this Agreement as of the date first above written.

Cornerstone Government Affairs, Inc.

Date: 9/25/20

Geoff J. Gonella
President & Managing Director

OCP North America, Inc.

Date: 9/25/20

Name: KERRY S. MCNAMARA
Title: CEO

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