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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
APCO Worldwide LLC

2. Registration Number
6582

3. Primary Address of Registrant
1299 Pennsylvania Avenue, NW, Suite 300, Washington, DC 20004

4. Name of Foreign Principal
The Centre for a European Future

5. Address of Foreign Principal
Rue des Poissonniers 13
Brussels
BELGIUM 1000

6. Country/Region Represented
BELGIUM

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 organization
- ☐ 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.

The Centre for a European Union is a Brussels-based non-profit organization whose objectives include advocacy for a broader European community based on common values, regional stability, and shared prosperity.

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).

Item 10(b) Financed: The Centre for a European Future expects to be financed by various donations from non-U.S. and U.S. entities and individuals who are interested in its mission and objectives.

Item 10(b) Subsidized: The Centre for a European Future expects to be subsidized by various donations from non-U.S. and U.S. entities and individuals who are interested in its mission and objectives.

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.

The Centre for a European Future is owned and controlled by its directors. Its directors are Jonathan Hill and Alan Riley.

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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.

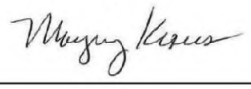
Date	Printed Name	Signature
03/07/2023	Margery Kraus	/s/Margery Kraus

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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
3/7/2023	Margery Kraus	

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

U.S. Department of Justice

Washington, DC 20530

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

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

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

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

1. Name of Registrant	2. Registration Number
APCO Worldwide LLC	6582

3. Name of Foreign Principal
The Centre for a European Future

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? 02/27/2023

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

Registrant has contracted with the foreign principal to provide a mutually agreed amount of strategic communications services, media relations services, stakeholder engagement services, and social media services within the United States to promote the foreign principal's Belarus programme focusing on promotion of democracy and rule of law in Belarus, advocacy for alignment with Europe, and its Ukraine programme focusing on promoting Ukraine's territorial integrity, humanitarian initiatives, and candidacy for membership of the European Union.

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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.

Registrant shall provide a mutually agreed amount of strategic communications services, media relations services, stakeholder engagement services, and social media services within the United States to promote the foreign principal's Belarus programme focusing on promotion of democracy and rule of law in Belarus, advocacy for alignment with Europe, and its Ukraine programme focusing on promoting Ukraine's territorial integrity, humanitarian initiatives, and candidacy for membership of the European Union.

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.

Registrant shall provide strategic communications services, media relations services, stakeholder engagement services, and social media services within the United States to promote the foreign principal's Belarus programme focusing on promotion of democracy and rule of law in Belarus, advocacy for alignment with Europe and its Ukraine programme focusing on promoting Ukraine's territorial integrity, humanitarian initiatives, and candidacy for membership of the European Union.

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

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

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

Yes ☐ No ☒

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

Date	Recipient	Purpose	Amount/Thing of Value

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

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

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EXECUTION

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

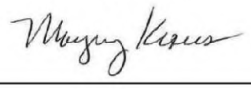
Date	Printed Name	Signature
03/07/2023	Margery Kraus	/s/Margery Kraus

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EXECUTION

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Date	Printed Name	Signature
3/7/2023	Margery Kraus	

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ANNEX NO. US-1 TO MASTER ENGAGEMENT AGREEMENT

This Annex No. US-1 (this "Annex") to the Master Engagement Agreement by and between APCO Worldwide Limited ("APCO") and The Centre for a European Future ("Client"), effective as of the Effective Date (the "Agreement"), sets forth the parties' understanding pursuant to which APCO shall provide the below-specified services to Client.

I. SCOPE OF WORK

APCO shall provide a mutually agreed amount of strategic communications services, media relations services, stakeholder engagement services, and social media services within the United States to promote the Client's Belarus programme focusing on promotion of democracy and rule of law in Belarus, advocacy for alignment with Europe, and Client's Ukraine programme focusing on promoting Ukraine's territorial integrity, humanitarian initiatives, candidacy for membership of the European Union.

II. FEES

APCO shall provide the services outlined in this Annex for a fixed fee of USD $75,000, plus value-added or other indirect tax, if applicable to be paid by Client in advance plus value-added or other indirect tax.

III. TERM AND TERMINATION

This Annex shall be effective as of the date of full execution of this Annex ("Annex Effective Date") and shall terminate on 31 May 2023; provided however, that either party shall have the right to terminate this Annex in advance of such termination date, but only upon the giving of thirty (30) days' prior written notice to the other party. In the event that this Annex is so terminated in advance of its scheduled completion, Client shall pay to APCO, upon receipt of an invoice, any and all charges earned and/or incurred by APCO in connection with the above services pursuant to this Annex and the Agreement up to the time of its termination and shall indemnify APCO as provided in Section V.A. of the Agreement.

Upon execution by the parties, this Annex to the Master Engagement Agreement is incorporated by reference in and subject to the terms and conditions set forth in the Agreement.

AGREED TO AND ACCEPTED:

APCO Worldwide Limited

Signed: DocuSigned by: Roi Feder 2822C0EBEB1E491...
By: Roi Feder
Title: Managing Director
Date: 2/27/2023

The Centre for a European Future

Signed: DocuSigned by: Alan Riley 7100E9685A5341C... DocuSigned by: J. Hill 1A3F98F1C1A496...
By: Alan Riley Jonathan Hill
Title: Dr Founder & Director
Date: 2/27/2023 2/27/2023

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MASTER ENGAGEMENT AGREEMENT
BY AND BETWEEN
APCO WORLDWIDE LIMITED
AND
THE CENTRE FOR A EUROPEAN FUTURE

THIS MASTER ENGAGEMENT AGREEMENT ("Agreement"), made and entered into as of 1 January 2023 ("Effective Date"), by and between APCO Worldwide Limited, with offices located at 40 Strand, London WC2N 5RW("APCO") and The Centre For A European Future, with offices located at Rue des Poissonniers 13, 1000 Brussels, Belgium ("Client"), sets forth the parties' understanding pursuant to which APCO shall be engaged by Client.

I. SCOPE OF WORK

The scope of work of APCO's services hereunder (the "Services") shall be set out in Annexes to this Agreement. Each Annex, upon execution by both parties, shall by this reference be incorporated in and made part of this Agreement. Each Annex shall specify the services to be performed by APCO and the payment terms for such Services, as well as any other details specified by the parties. Affiliates of either party may enter into Annexes pursuant to this Agreement. Should there be any request for performance of scope of work outside of the Services as described in any Annex, then additional fees will be required. APCO undertakes to advise Client promptly should any such adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the applicable Annex. Client shall give APCO written notice of any dispute with any service or deliverable within ten (10) days of receipt of such service or deliverable explaining in reasonable detail the reasons for such dispute or else such service or deliverable shall be deemed accepted. If APCO receives written notice of any dispute with a service or deliverable within such period, then a new ten (10) day period for review shall commence upon Client's receipt of the revised service or deliverable and if no written notice of any further dispute explaining in reasonable detail the reasons for such further dispute, then such revised service or deliverable shall be deemed accepted and such process shall repeat until the service or deliverable is either accepted in writing or deemed accepted.

II. STAFFING

APCO shall assign staff members to perform the Services. Should any of the assigned employees be unable to perform the Services, APCO may substitute another similarly qualified staff member. APCO may, from time to time and in its discretion, augment the assigned staff as needed to perform the Services.

In connection with the Services, APCO may employ the services of third-party consultants including, without limitation, attorneys, intellectual property search firms, accountants, vendors, subcontractors and suppliers (collectively, "Subcontractors").

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III. FEES AND DISBURSEMENTS

APCO shall provide the Services for the professional fees set forth in the applicable Annex.

In addition, Client shall reimburse APCO for actual, reasonable out-of-pocket expenses ("OOPs") incurred in APCO's performance of this Agreement, including, without limitation, expenses for Subcontractors, printing and production, special periodicals or other materials, production of collateral, filing fees, pay-for-use databases and travel, parking and meal expenses. Such OOPs also include secretarial services. If the parties anticipate any single OOP in excess of $5,000 or OOPs in excess of $15,000 in any given month, then Client shall prepay such anticipated expenses.

If any taxes are required to be deducted or withheld from any payments made by Client to APCO hereunder, then Client shall (i) withhold or deduct the required amount and promptly pay such taxes to the applicable tax authority, and (ii) pay additional amounts to APCO so that the net amount actually received by APCO after such withholding or deduction or tax is equal to the amount that APCO would have received had no such withholding or deduction been required or tax been imposed.

All invoices submitted by APCO to Client shall be due and payable upon receipt. APCO reserves the right to impose an interest charge equal to one and one-half percent (1.5%) per month in respect of any invoice which is outstanding for more than thirty (30) days. Client shall send all invoicing instructions to APCO including, without limitation, providing an e-mail address or other electronic submissions instructions for APCO to send its invoices upon execution of this Agreement. Client shall give APCO written notice of any dispute with an invoice within ten (10) days of receipt of such invoice explaining in reasonable detail the reasons for such dispute or else such invoice shall be deemed undisputed. If APCO receives written notice of any dispute within such period, then a new ten (10) day period for review shall commence upon Client's receipt of the revised invoice and if no written notice of any further dispute explaining in reasonable detail the reasons for such further dispute, then such revised invoice shall be deemed undisputed and such process shall repeat until the invoice is either accepted in writing or deemed undisputed.

APCO shall not be required to start work until an advance payment is made as set forth in the applicable Annex. If Client is in default of its payment obligations under this Agreement or there an impairment of Client's credit rating which might endanger future payments, as determined by APCO in its reasonable discretion, APCO reserves the right to change the payment terms under this Agreement or any applicable Annex. Should Client be in default with respect to payments due to APCO under this Agreement, APCO reserves the right to suspend some or all Services hereunder until arrangements satisfactory to APCO are received by APCO. In addition, if Client has not paid an invoice for more than thirty (30) days past its due date, APCO reserves the right to refer collection of the unpaid amounts to an attorney or collections agency. If Client's unpaid invoices are referred to an attorney or collections agency, Client shall pay all costs, including without limitation reasonable attorney's fees or collections agency fees and

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court costs, incurred by APCO in its attempts to collect any sums from Client that are over thirty (30) days past due.

APCO and Client agree to review the fees of any applicable Annex on the twelve-month anniversary of the Effective Date of the applicable Annex and shall mutually determine, in good faith, whether any adjustments to the fees of any applicable Annex are needed. Any requested adjustment to the fees by either APCO or Client shall include a description, in reasonable detail, of the basis for any such adjustment.

In addition, should payment not be made within such thirty (30) days, Client shall bear any and all currency devaluation risk between the local currency and the payment currency and shall adjust such payment to APCO to reflect any payment currency devaluation that may have occurred between the thirtieth (30th) day and the actual date of payment. Following non-payment, APCO reserves the right to apply these provisions at any time, with retrospective effect running from the thirtieth (30th) day after Client is invoiced.

IV. TERM AND TERMINATION

This Agreement shall be effective on the Effective Date and shall continue indefinitely; provided, however, that either party shall have the right to terminate this Agreement upon the giving of sixty (60) days' prior written notice to the other party. In the event that this Agreement is so terminated in advance of its scheduled completion, Client shall pay to APCO, upon receipt of an invoice, any and all charges earned and/or incurred by APCO in connection with the Services pursuant to this Agreement and the Annexes up to the time of its termination and shall indemnify APCO as provided in Section V.A. below.

V. GENERAL PROVISIONS

A. Modification, Cancellation or Suspension of Work

Upon consultation with APCO, Client shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress under any Annex; provided, however, that any modification, cancellation, or suspension of any plans, schedules, work, or work in progress in excess of ten percent of the total professional fees under the applicable Annex shall require the Client to give sixty days' prior written notice of such change. In such event, APCO shall take proper steps to carry out such instructions. However, in such an event Client shall: (i) assume APCO's liability for commitments made to Subcontractors in respect of such work; (ii) pay APCO, in accordance with the terms and provisions of this Agreement and the applicable Annex, any and all charges earned and incurred by APCO in connection with such work up to the time of its discontinuance, cancellation or modification; and (iii) indemnify APCO for all claims and/or actions by third parties for damages in consequence of APCO's carrying out Client's instructions, except for claims or actions that result from APCO's negligence or wilful misconduct.

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B. General Indemnification

Client shall indemnify APCO and its present and former officers, directors, employees and agents (collectively, "Indemnitees") against any loss or expense (including, without limitation, attorneys' fees) which any Indemnitee may incur as the result of any claim, suit or proceeding made or brought against such Indemnitee or in which such Indemnitee is asked to participate, based upon any materials APCO prepares, publishes or disseminates for Client and based upon information provided or approved by Client prior to its preparation, publication or dissemination, as well as any claim or suit arising out of the nature or use of Client's products or services or any Indemnitee's relationship with Client, except for losses or expenses that result from any Indemnitee's negligence or willful misconduct.

C. Confidentiality

During the term of this Agreement and for five (5) years thereafter, APCO shall maintain in confidence all information and data relating to Client, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to APCO by or on behalf of Client (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by APCO from Client, or any of its affiliated companies, or created in the course of this Agreement.

APCO shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without Client's prior written consent, disclose such information to any third-party nor use it for any other purpose; provided, however, that APCO shall have the right to disclose Client's name and the general nature of APCO's work for Client in pitches and business proposals.

The above obligations of confidentiality shall not apply to the extent that APCO can show that the relevant information:

(i) was at the time of receipt already in APCO's possession;
(ii) is, or becomes in the future, public knowledge through no fault or omission of APCO;
(iii) was received from a third-party having the right to disclose it; or
(iv) is required to be disclosed by law.

If the parties enter into any Annex for services that requires registration under FARA, Client agrees and acknowledges that APCO will file a copy of this Agreement with the U.S. Department of Justice in accordance with the Foreign Agents Registration Act, 22 U.S.C. § 611 et seq, ("FARA") and will make all filings and disclosures as are necessary under FARA.

Notwithstanding anything to the contrary in this Agreement, during the term of this Agreement and for one year thereafter, APCO shall have the right to include Client's name in APCO's reports to the Public Affairs Board, the representative and regulatory body for UK public affairs professionals in the consultancy sector. The Public Affairs

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Board includes such information in the Public Affairs Board register of members, with copies being sent to the House of Commons Registry of Members' Interests and the Cabinet Office, as well as to all members of the Public Affairs Board.

Notwithstanding anything to the contrary in this Agreement, during the term of this Agreement and for one year thereafter, APCO shall have the right to include Client's name in APCO's reports to the European Commission – Register of interest representatives.

D. Non-Solicitation

Until the first anniversary of the termination of this Agreement, Client shall not, without APCO's prior written consent, directly or indirectly, hire, engage or solicit the employment or services of any person who is or was during the term of this Agreement employed by APCO or a consultant of APCO that performed any services in connection with this Agreement. Client acknowledges that the specialized nature of APCO's proprietary information, trade secrets and other intellectual property are such that a breach of the foregoing covenant would necessarily and inevitably result in disclosure, misappropriation and/or misuse of such proprietary information, trade secrets and other intellectual property and, accordingly, Client acknowledges and agrees that such breach would impose unique and irreparable harm upon APCO and that APCO shall be entitled, in addition to its other rights and remedies, to require, by injunction or decree of specific performance, satisfaction in full of Client's obligations hereunder. If Client violates the terms of this paragraph, then, in addition to APCO's other rights and remedies, Client shall pay to APCO the sum of (i) in the case of an employee, thirty five percent of the employee's annual total compensation or (ii) in the case of a consultant, thirty five percent of the consultant's annual total compensation from APCO. Client acknowledges and agrees that in the event of a breach, it would be difficult to calculate actual damages, and accordingly, the sums outlined in this paragraph are fair and reasonable estimates of what APCO's actual damages would be as a result of a breach and that these sums are not a penalty. In the event that any provision of this paragraph is found by a court of competent jurisdiction to exceed the time, geographic or other restrictions permitted by applicable law, then the court shall have the power to reduce, limit or reform (but not to increase or make greater) such provision to make it enforceable to the maximum extent permitted by law, and such provision shall then be enforceable in its reduced, limited or reformed manner; provided, however, that a provision shall be enforceable in its reduced, limited or reformed manner only in the particular jurisdiction in which a court of competent jurisdiction makes such determination. In addition, the parties agree that the provisions of this paragraph shall be severable in accordance with the terms of this Agreement.

E. Limitation of Liability

Neither party will be liable for consequential, indirect or punitive damages (including lost profits or savings) for any cause of action, whether in contract, tort or otherwise, even if the party was or should have been aware of the possibility of these damages. For the avoidance of doubt, the limitation of liability in this paragraph does not apply to the indemnity obligations in this Agreement.

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F. Force Majeure

Neither party shall be liable to the other party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife or any other cause beyond a party's reasonable control.

G. Performance of Third-Party Consultants, Subcontractors and Suppliers

APCO shall endeavour in good faith to guard against any loss to Client through the failure of Subcontractors to execute properly their commitments under this Agreement. However, APCO shall not be held liable or responsible for any such failure on the part of such Subcontractors.

H. Exclusion of Liability caused by Political or Regulatory Decisions

APCO shall not be held responsible for and shall not be held liable to Client for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against Client or Client's interests.

I. Codes of Conduct

Throughout the performance of this Agreement, APCO and its employees shall remain bound by the terms of the APCO Worldwide Code of Conduct, EPACA Code of Conduct, and the Public Affairs Code (copies of which are attached as Exhibit 1).

I. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF ENGLAND AND WALES.

J. Dispute Resolution Procedure

Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity, or enforceability thereof ("Dispute"), shall be referred to and finally resolved by arbitration under the London Court of International Arbitration ("LCIA") Rules in effect at the time of arbitration, except as they may be modified herein. The arbitration shall be conducted by one arbitrator for any Dispute equal to or less than USD $250,000 and by three arbitrators for any Dispute greater than USD $250,000. The seat, or legal place, of the arbitration shall be London, United Kingdom, and it shall be conducted in the English language.

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The arbitrators shall be impartial and independent. The arbitration award shall be final and binding on the parties, and the parties undertake to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant party or its assets. The time limit within which the arbitral tribunal must render its final award is 30 days. Such time limit shall start to run from the later of the date of the last hearing or the final post-hearing submission. The tribunal shall inform the parties in writing when it considers the proceedings closed. The arbitrators shall award to the prevailing party its costs and expenses of the arbitration, including its reasonable legal fees and other costs of legal representation, as determined by the arbitrators. The parties waive their right to any form of recourse based on grounds other than those contained in the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 insofar as such waiver can validly be made. The parties expressly agree that leave to appeal under section 69(1) or an application for the determination of a preliminary point of law under section 45 of the Arbitration Act 1996 may not be sought with respect to any question of law arising out of an award or in the course of the proceedings. The parties hereby irrevocably waive any defense on the basis of forum non conveniens in any proceedings to enforce an arbitration award rendered by a tribunal constituted pursuant to this Agreement. The parties agree that the arbitration shall be kept confidential. The existence of the arbitration, any non-public information provided in the arbitration, and any submissions, orders or awards made in the arbitration ("Confidential Arbitration Information") shall not be disclosed to any non-party except the tribunal, the parties, their counsel, experts, witnesses, accountants, auditors, insurers, reinsurers, and any other person necessary to the conduct of the arbitration. Notwithstanding the foregoing, a party may disclose Confidential Arbitration Information to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision shall survive the termination of this Agreement and of any arbitration pursuant to this Agreement. To the fullest extent permitted by law, Client hereby irrevocably waives any claim to sovereign or any other immunity in regard to any proceedings to enforce an arbitration award rendered by a tribunal constituted pursuant to this Agreement, including, without limitation, immunity from suit, immunity from service of process, immunity from jurisdiction of any court, and immunity of its property and revenues or from attachment or sequestration before or after judgment.

K. Assignment

Neither party may 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. Notwithstanding the foregoing, APCO, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, APCO, or its permitted successive assignees or transferees; or (2) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of APCO, or its permitted successive assignees or transferees.

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L. Personal Data

For purposes of this Section L, "EU Personal Data" is defined as data about an identified or identifiable individual residing in the European Union, received by APCO from the Client and recorded in any form and "Personal Data" is defined as data about an identified or identifiable individual, received by APCO from the Client and recorded in any form. In the event that any EU Personal Data is transferred or processed by APCO in connection with the Services under this Agreement, the parties hereby agree that each party shall be bound by the Data Processing Addendum found at https://www.apcoworldwide.com/legal/gdpr-data-processing-addendum/ and the provisions therein are hereby incorporated by reference. Client will only disclose EU Personal Data to APCO to the extent strictly necessary for APCO to carry out the Services under this Agreement.

If APCO is to provide or provides any services on any social media or digital platforms or services, Client hereby authorizes APCO to act as its agent to enter into and agree to all terms in user or other agreements with social media and digital platforms or services including, without limitation, Facebook, Twitter, YouTube, and Instagram ("Digital Platforms") on Client's behalf in order to perform the Services and to disclose and use Personal Data on such Digital Platforms. Client represents and warrants that (i) all Personal Data will be offered, collected, processed, and handled in all respects in compliance with all applicable laws, regulations, and industry guidelines, (ii) Client will obtain all necessary rights, permissions, and consents in order to provide, share, process, or otherwise disclose the Personal Data, and (iii) none of the Personal Data will include any individual who has opted out of having their data used for targeted advertising or marketing.

M. Partial Invalidity

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

N. Notices

All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax, with receipt confirmed, or courier or by overnight mail delivery, in writing to the party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the party.

O. Counterparts and Execution

This Agreement and any Annexes may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any

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of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

P. Survival

Sections III, IV, and V of this Agreement and the payment obligations described in the Annex(es) shall continue notwithstanding the termination or expiration of the Agreement or any Annex(es).

Q. Entire Agreement

This Agreement and attached Annex(es) constitute the entire and only agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written agreement signed by the parties. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

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IN WITNESS WHEREOF, the parties hereto have executed this Master Engagement Agreement as of the date first above written.

AGREED TO AND ACCEPTED:

APCO WORLDWIDE LIMITED

Signed: DocuSigned by: Roi Feder 2622C0EBEB1E491...

By: Roi Feder

Title: Managing Director

THE CENTER FOR A EUROPEAN FUTURE

Signed: DocuSigned by: Alan Riley F00C19685A5341C... DocuSigned by: J.Hill EA0F98F161CA496...

By: Alan Riley Jonathan Hill

Title: Dr Founder & Director

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EXHIBIT 1

APCO Code of Conduct

APCO Worldwide is a company comprised of competent professionals dedicated to providing the highest level of quality service to our clients and to meeting the highest standards of business conduct in our relationships with clients, suppliers, third parties and each other. APCO's Code of Conduct helps each of us in this endeavor by providing a statement of the fundamental principles that govern the conduct of our business.

It is expected that APCO employees will:

- Act in good faith, with respect and in an honest manner towards clients, suppliers, third parties and each other.
- Not engage in any practice or conduct in any manner detrimental to the reputation of APCO.
- Never act in a manner that could adversely affect the confidence of APCO's clients or suppliers in the integrity of APCO or its procedures.
- Dedicate their best efforts to APCO business and avoid any conflicts with the interests of APCO (including its mission and values) and its clients.
- Deal honestly and forthrightly with clients, freely acknowledging mistakes when they occur and never misrepresenting the facts of any matter to a client.
- Regard all matters relating to work performed or to be performed for clients or in respect to the Company's administration and management as strictly confidential and take such steps as may be necessary to safeguard such confidential information, all as more particularly set forth in the Company's Confidentiality policy.
- Be completely honest and accurate when recording time charges to clients, business development or office administration.
- Be completely honest and accurate when requesting disbursements and out-of-pocket expenses from clients and reimbursement for business development or Company expenditures.
- Be completely honest in engaging third-party consultants, agents and vendors for clients and not solicit or accept any kickbacks or under the table payments in connection therewith.

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- Designate any personal expenses as such and pay for these expenses in a timely manner.

- Not disseminate false or misleading information knowingly or recklessly and exercise proper care to avoid doing so inadvertently.

- Not give or take a bribe to or from anyone in connection with APCO's business.

- Conduct due diligence when engaging third party consultants, agents and vendors to confirm that they do not and will not give or take bribes in connection with the conduct of their business

- Except as expressly permitted under the law of the local jurisdiction and the policies of the Company, neither directly nor indirectly offer any financial inducement to any public service officials, members of a legislative body, or members of the staff of either.

- Except as determined by APCO to be a reasonable business practice, neither directly nor indirectly offer or give anything of value to clients or other parties in connection with APCO business.

- Ensure third party relationships with spokespeople, partners and allies are open and
transparent and are appropriately disclosed.

- Ensure disclosure of payment when a spokesperson or expert is paid for participation and
clearly identify the sponsors of public relations tools such as video news releases.

- Not retain journalists to represent client interests in their media, and not pay journalists to
attend or cover events except for actual *de minimus* travel expenses.

- Uphold the public trust at all times, particularly when working with federal, state and local
governmental entities, by strictly adhering to government rules and regulations regarding
procurement and execution of government business, supporting training efforts and physical
infrastructure necessary to deliver on that commitment, and encouraging government
agencies to publicly disclose all contractual relationships with APCO.

- Not intentionally misrepresent their status or the nature of inquiries to public bodies, nor create any false impression in relations with such public bodies, nor obtain information from public bodies by dishonest means.

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- Employ former public service personnel only in accordance with the rules and confidentiality
  requirements of the governments or institutions concerned.

- Perform in accordance with the highest standards of professionalism and resolve internal problems and disputes in a professional and timely manner with appropriate management personnel.

- Work in a collaborative manner that respects the views/talents of APCO colleagues.

Disregard for the above-described code of conduct will be grounds for disciplinary actions, up to and including termination.

EPACA Code of Conduct

The EPACA code of conduct applies to all activities undertaken by EPACA members in the context of their EU Public Affairs work. Our work as public affairs professionals contributes to a healthy democratic process, acting as a link between the world of business, civil society and European policy-makers. Conscious of their responsibilities, the signatories to the EPACA code are committed to abide by it, acting in an honest, responsible and courteous manner at all times and seeking to apply the highest professional standards.

When carrying out the activities described above, public affairs practitioners shall:

a. identify themselves by name and by company;

b. declare the interest represented;

c. neither intentionally misrepresent their status nor the nature of their inquiries nor create any false impression in relation thereto;

d. neither directly nor indirectly misrepresent links with EU institutions;

e. honour confidential information given to them;

f. not disseminate false or misleading information knowingly or recklessly and exercise proper care to avoid doing so inadvertently;

g. not sell for profit to third parties copies of documents obtained from EU institutions;

h. not obtain information by dishonest means;

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i. avoid any professional conflicts of interest;

j. neither directly nor indirectly offer or give any financial inducement to any elected or appointed public official, or staff of their institutions and political groups;

k. neither propose nor undertake any action which would constitute an improper influence on them;

l. only employ former EU personnel according to the rules and confidentiality requirements of the respective EU institutions;

Committed to upholding the highest possible standards of ethics and transparency in the conduct of their profession, the signatories shall also:
m. be mandatorily signed up to the EU Transparency Register and publicise their registration both proactively and on request;

n. be diligent in disclosing to the EU Transparency Register truthful and verifiable statutory information on activities carried out with the objective of directly or indirectly influencing the formulation or implementation of policy and the decision-making processes of the EU institutions;

o. subject their staff to the EPACA code of ethics and conduct regular training to instil our core principles and values and a sound understanding of the workings and implications of the code(s) of conduct;

p. strictly apply the rules and confidentiality requirements to which former personnel of the EU institutions are subject to;

q. proactively abide by any code of ethics applied by their clients;

r. refuse any assignments for clients or potential clients who request that the EPACA member does not abide by the EU transparency regime;

s. advise clients to sign up to the EU Transparency Register as appropriate;

t. ensure the highest level of commercial confidentiality in the management of their portfolio of clients while fulfilling the requirements of the transparency regime;

u. proactively raise and address any conflicts of interest, both at personal and corporate level;

v. be mindful of potential competition law infringements and proactively work to avoid them;

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The signatories agree that they and all individuals acting on behalf of their companies will adhere to the EPACA Code and will avoid actions likely to bring discredit upon the profession or the Association. The signatories further agree to be subject to the disciplinary rules of EPACA (as set out in the Statutes and Internal Regulations, extract attached) in case of alleged breach of the EPACA Code.

The signatories will meet annually to review the EPACA code.

Public Affairs Code

Preamble

This Public Affairs Code applies to the public affairs activities of a member. This Public Affairs Code applies equally, including to all clients, whether fee-paying or not, and all in-house teams. It is a condition of membership that members will accept and agree to abide by this Public Affairs Code and that members will be jointly and severally liable for their actions in relation to the Public Affairs Code. Members are required to endorse the Public Affairs Code and to adopt and observe the principles and duties set out in it.

Other conditions of membership of include:

- Being bound by the terms of the Public Affairs Complaints, Determination, and Disciplinary Rules and Procedures.
- Providing four times a year to Public Affairs Board the names of all relevant clients and practitioners during the previous three months for publication in the Public Affairs Register.
- Undertaking an annual compliance procedure in respect of the Public Affairs Code.
- Including Public Affairs Code compliance in practitioners' contracts, be they of employment or of service.

The Public Affairs Code applies the principles that public affairs practitioners should be open and transparent in their dealings with parliamentarians or representatives of institutions of government; and that there should be no financial relationship between them. Members are determined to act at all times with the highest standards of integrity and in a professional and ethical manner reflecting the principles applied by this Code. In the view of Public Affairs Board, it is inappropriate for a person to be both a legislator and a public affairs practitioner.

Definitions

"Public affairs" means activities which are carried out in the course of a business for the purpose of (a) influencing government, (b) or advising others how to influence government. Activities are to be taken as having the purpose specified if a reasonable person would

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assume, having regard to all the circumstances, that the activities were intended to have the effect described. The full definition can be viewed here.

"Government" includes, within the United Kingdom: (a) central government, devolved government, local government; (b) members and staff of either House of Parliament or of a devolved legislature; (c) Ministers and officials; and (d) public authorities (within the meaning of section 6 of the Human Rights Act1998).

"Member(s)" means any entity which is in membership of the Public Affairs Board. Public affairs practitioners at consultancy members and in-house members are themselves members alongside those practitioners with individual membership.

Code

1. In pursuance of the principles in the Public Affairs Code, members are required to adhere to this Public Affairs Code in its entirety in order to ensure that the reputation of the Association, the Public Affairs Board, or the profession of public affairs is not brought into disrepute. Where a member has concerns about the activities of a parent or connected company, it must ensure that the parent company is acquainted with the provisions of this Public Affairs Code.

2. Members must act with honesty towards clients (or, if not applicable, their employer) and the institutions of government.

3. Members must use reasonable endeavours to satisfy themselves of the truth and accuracy of all statements made or information provided to institutions of government, whether directly or on behalf of clients, as is applicable. Public affairs practitioners retained by clients must do similar for information provided to clients.

4. In making representations to the institutions of government, members must be open in disclosing the identity of those clients (or, if not applicable, their employer) and must not misrepresent their interests.

5. Members must advise their clients (or, if not applicable, their internal teams and employer) where their activities to deliberately and intentionally interact with the institutions of government may be illegal, unethical, or contrary to professional practice, and to refuse to act in pursuance of any such activity.

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6. Members must not make misleading, exaggerated, or extravagant claims about, or otherwise misrepresent, the nature or extent of their access to institutions of government or to political parties or to persons in those institutions.

7. Members must comply with the Bribery Act 2010.

8. Members must not:

- Employ any MP, MEP, Member of the House of Lords, or any member of the Scottish Parliament or the National Assembly for Wales or the Northern Ireland Assembly or the London Assembly to conduct public affairs in any capacity.
- Make any award or payment in money or in kind (including equity) to any MP, MEP, Peer, or to any member of the Scottish Parliament or the National Assembly for Wales or the Northern Ireland Assembly or the London Assembly, or to connected persons or persons acting on their account directly or through third parties.

9. Members that are part of a group of companies are not in breach of the Public Affairs Code if the group (but not the member) employs any MP, MEP, Member of the House of Lords, or any member of the Scottish Parliament or the National Assembly for Wales or the Northern Ireland Assembly or the London Assembly in a role that prohibits the parliamentarian from carrying out public affairs services for the benefit of the member (and, if applicable, its clients). Members must ensure that they do not benefit unreasonably by actions of any third party that, if undertaken by the member, would be considered a breach of the Public Affairs Code.

10. Members must comply with any statute, any resolution of an institution of government, and with the adopted recommendations of the Committee on Standards in Public Life in relation to payments to a political party in any part of the United Kingdom. Members must satisfy themselves that they are compliant with the obligations in the Privacy and Electronic Communications Regulations and the General Data Protection Regulations.

11. Members who also serve as members of decision-making public bodies (including local authority councillors) are prohibited from working on assignments of which the objective is to influence a decision of the body on which they serve. Where members employ, or are, public affairs practitioners who serve as members of decision-making public bodies, those individuals must have no involvement in advising on or supporting work that relates to those bodies, either directly or indirectly.

12. Members must keep strictly separate from their duties and activities as public affairs practitioners any personal activity or involvement on behalf of a political party, including as an office holder or candidate for office.

13. Members must always abide by the internal rules on declaration and handling of interests laid down by any public body on which they serve.

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14. No person required to appear on the Public Affairs Register may hold a pass conferring entitlement to access to the Palace of Westminster, the Scottish Parliament, the National Assembly for Wales, the Northern Ireland Assembly, the Greater London Authority, or their associated departments or agencies, except with the explicit written and public permission of the Public Affairs Board Executive Committee, and only then in truly exceptional circumstances.

15. Members must conduct themselves in accordance with the rules of any institution of government while within their precincts, and otherwise.

16. Members must abide by the rules and conventions for the obtaining, distribution, and release of documents published by institutions of government.

17. Members must not exploit public servants or abuse the facilities of institutions of central, regional, or local government.

18. Members must disclose the names of public affairs practitioners on the Public Affairs Register and, where applicable, all their relevant clients. A member providing secretariat or other services for an All-Party Parliamentary Group (APPG), Cross-Party Group (CPG), or All Party Group (APG) must list that APPG, CPG, or APG as a client, together with the name(s) of the funder(s) and any associated organisation(s). Where a client has outside or multiple funders, the names of those funders do not need to be listed on the face of the Public Affairs Register, but must be included in the same way as funders of an APPG, CPG, or APG.

19. Members must ensure that they/their practitioners have received thorough training on this Public Affairs Code, delivered either internally or by the Public Affairs Board.

In all their activities and dealings, members must be aware at all times of the importance of observing the principles and duties set out in this Public Affairs Code to protect and maintain their own reputation, the good name and success of their business, and the standing of the profession as a whole.

Public Affairs Complaints, Determination, and Disciplinary Rules and Procedures

The principal objective of Public Affairs Board is to promote high standards among its members and the wider public affairs profession.

The Public Affairs Complaints, Determination, and Disciplinary Rules and Procedures provide a mechanism for the Public Affairs Board to investigate complaints against members and to take appropriate disciplinary action in the event that the Public Affairs Code has been breached. Any complaint must refer to a specific breach of the Public Affairs Code by a member within the five years previous to the date on which the complaint was lodged.

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Definitions

"The Complainant" means the person making a complaint to the Public Affairs Board that a member has breached a provision of the Public Affairs Code.

"Expert Adviser" means the person appointed from time to time by the Public Affairs Board Executive Committee to advise the Independent Adjudicator or the Panel, as the case may be. The Expert Adviser will not usually be a member of the Executive Committee but shall, in any case, have an understanding of the industry. The Expert Adviser's role shall be limited to giving advice on accepted norms of behaviour within the industry.

"Finding" means the Public Affairs Board Executive Committee's response to the Independent Adjudicator's report on a complaint where the complaint is obvious and admitted, and the Executive Committee agrees Remedial Action with the member.

"Independent Adjudicator" means the person appointed from time to time by the Public Affairs Board Executive Committee for the purposes of fulfilling the functions described in Rules 10 to 12 inclusive. "The Procedure" means the process of dealing with a complaint under the Rules.

"The Panel" means the panel set up by the Public Affairs Board Executive Committee pursuant to Rule 27.

"Regulations on Membership Obligations" means the regulations made from time to time by (requiring majority support from the Public Affairs Board Executive Committee and the PRCA Board) regulating the benefits, obligations, and rules relating to membership.

"Remedial Action" means such action as may be agreed by the Public Affairs Board Executive Committee with the Respondent or determined by the Panel as more particularly set out in Rule 24.

"The Respondent" means the member against whom a complaint is made.

"The Rules" means the Complaints, Determination and Disciplinary Rules and Procedures made from time to time by the Public Affairs Board Executive Committee.

"The Secretary" means the secretary of the Public Affairs Board.

Procedure

1. Any complaint must be made in accordance with the Rules.

2. Anyone may make a complaint that the Public Affairs Code has been breached and the Public Affairs Board Executive Committee reserves the right to do so if it becomes aware of behaviour which may be a breach of the Public Affairs Code.

3. Complaints may not be initiated while a remedy is being sought through civil or criminal legal action. Legal action initiated by either party after the complaints procedure

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has started will result in the complaint being suspended until the outcome of the legal action is known.

4.1 On receipt of a complaint, the Secretary shall, unless the Complainant is the Public Affairs Board Executive Committee itself, provide a copy of the Rules to the Complainant, seek their agreement to abide by the Procedure, and, if necessary, seek the information listed in paragraph 5 below if not clear. The Secretary shall advise the Complainant that the complaint, when complete and their agreement to abide by The Rules has been received, shall be passed to the Respondent and the Independent Adjudicator. The complaint shall be deemed not to have been received by the Secretary until the Complainant has fully met the requirements of this paragraph.

4.2 Once a determination has been made by the Independent Adjudicator or the Professional Practices Panel, or once a complaint has lapsed, the same (or substantially the same) complaint will not be accepted for a second time.

5. Before the complaint is deemed to have been received and will be passed to the Independent Adjudicator, the Complainant must:

a) Specify which clause(s) of the Code the Complainant considers to have been breached.

b) Provide evidence in support of the complaint of the breach of the Public Affairs Code by a member within the previous five years.

c) Agree to the complaint being progressed in accordance with the Rules.

d) Agree to respect the confidentiality of the procedure (although the Public Affairs Board Executive Committee may, if asked, confirm that either a complaint has been received or that one is being considered by the Professional Practices Panel, but shall give no further information).

e) Agree to abide by any order as to costs made by the Independent Adjudicator or the Professional Practices Panel. In the event of no such order being made, each party will bear their own costs.

f) Agree to reimburse to Public Affairs Board any costs incurred by Public Affairs Board, unless the member is found to be in breach of the Code, in which case such costs will be borne by the member.

g) Agree that he or she will not have any further right of complaint or appeal beyond the decision of the Independent Adjudicator or the Panel, nor will he or she have any other rights or remedies whatsoever against the Public Affairs Boards.

In the case of a complaint by the Public Affairs Board Executive Committee itself, the above provisions will be complied with by recording in a minute of a meeting of the said

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Committee that it agrees to abide by the provisions of Rule 5 a) to g) and to meet any adverse costs order out of the central funds of the Public Affairs Board.

6.1 Once the Complainant has met the requirements in Rules 4 and 5 above, and the complaint is deemed received, the Secretary shall immediately send details of the complaint to the Respondent and the Respondent may make a response for submission to the Independent Adjudicator.

6.2 The Respondent shall have five working days within which to make such a response. The Secretary may - at their discretion - extend such period for a further five days.

6.3 Both parties' submissions will be copied to the other party.

7. The Respondent is, by virtue of its membership, bound by the Rules in force at the time the complaint is made.

8. If, within six weeks after a complaint is made, a Complainant has without due cause not provided sufficient information (as determined by the Secretary) for the complaint to be deemed received, the complaint will be deemed to have lapsed.

9. If a Respondent wishes to resign their membership of the Public Affairs Board after a complaint against them has been received by the Secretary, their membership will nevertheless continue until such complaint has been disposed of and will then be determined in accordance with any order of the Panel which may recommend termination of membership, failing which the resignation shall take effect upon the Respondent's compliance with the Panel's order. This will remain the case even if the member's membership has lapsed in accordance with the Regulations on Membership Obligations.

Independent adjudication

10. Once a complaint has been deemed to have been received, the Secretary shall immediately place the complaint before the Independent Adjudicator to decide whether there is a prima facie breach of the Public Affairs Code and thus a case to be heard. In forming their decision, the Independent Adjudicator shall pay no regard to the fact that the Complainant is the Public Affairs Board Executive Committee itself, if that be the case.

11. The Independent Adjudicator will consider the written submissions from both the Complainant and the Respondent but will not hold a hearing of the parties. The Independent Adjudicator will be advised by the Expert Adviser.

12. Within five working days, the Independent Adjudicator will report to the Public Affairs Board that:

a) there is no case to be heard and the complaint be dismissed; or

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b) the complaint is obvious and admitted, and that the Public Affairs Board Executive Committee may agree Remedial Action with the member. If the Executive Committee accepts the report and agrees Remedial Action with the member, it will issue a Finding based on the report of the Independent Adjudicator. The member will be given the opportunity to comment on the Finding within five working days. At the Executive Committee's discretion, the Finding may be published on the website for a time period to be determined by the Executive Committee; or

c) the complaint is accepted and should be referred to the Panel appointed under Rule 27 below.

Except in the rare event that the Independent Adjudicator awards costs, each party will bear their own costs and will also bear any costs incurred by Public Affairs Board. Where the complainant is the Public Affairs Board Executive Committee, then the member (if found to be in breach of the Public Affairs Code) will bear all the costs incurred by Public Affairs Board.

Reference to the Professional Practices Panel

13. In the event that the Independent Adjudicator refers the matter to the Panel, or in the case that the Public Affairs Board Executive Committee and the Respondent cannot agree on Remedial Action in the case of a complaint that is admitted and obvious, the Executive Committee refers the matter to the Panel, the Panel shall as soon as practicable determine the complaint, adopting the procedure provided in Rule 17 below.

14. Any complaint must be placed before the Panel as soon as possible but no longer than eight weeks after the complaint has been deemed to have been received, other than in exceptional circumstances.

15. The proceedings of the Panel shall be held in private unless otherwise agreed by all parties.

16. The decisions of the Panel may be made by a majority vote. The Panel's decision shall be final and binding on all concerned.

Proceedings of the Professional Practices Panel

17. The Panel will fix a time and place for a hearing of both parties. The Panel will conduct the hearing in accordance with procedural directions which the Panel will seek to agree with the parties. If they cannot be agreed, the Panel's directions will prevail. It shall consider all evidence placed before it by the Complainant (paying no regard to the fact that the Complainant may be the Public Affairs Board Executive Committee itself, if that be the case) and by the Respondent, and of any witness each party may consider necessary. Any written evidence which a party wishes to place before the Panel, shall be copied by

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that party to the other party who shall have the opportunity to comment in writing or at the hearing. The Panel may be advised by the Expert Adviser.

18. Both the Complainant and the Respondent may, if they so wish, be represented before the Panel by a solicitor, barrister or any other person whom he may nominate for the purpose of the hearing.

19. A party may, by notice in writing at any time not later than nine working days before the day fixed for the hearing, call upon any other party to admit any document and, if such other party desires to challenge the authenticity of the document, he shall within six working days after service of such notice give notice that he does not admit the document and requires that it be proved at the hearing.

20. The Panel shall as soon as possible and in any event within 15 working days after the hearing report to the Secretary of the Public Affairs Board Executive Committee in writing its findings, together with its orders if any relating to disciplinary action (under Rule 24) and the costs of the proceedings ("the Determination"). The Determination shall be final and binding on all parties

21. The Panel will not normally award costs except in the case of complaints which the Panel concludes are vexatious, flippant, or otherwise an abuse of the process or in the case of unreasonable or other activity which is an abuse of the procedure by any of the parties that added to the costs of the procedure or that sought to frustrate its progress or ability to reach a conclusion. In the absence of any award of costs, each party shall bear their own. Any costs incurred by Public Affairs Board will be borne by the member if found to be in breach of the Public Affairs Code or otherwise by the complainant.

22. A copy of the Determination shall within seven days after receipt by the Secretary be supplied to both parties, who shall regard the findings as confidential unless and until they have been published.

23. In the event of the Complainant withdrawing from the proceedings, the Panel shall dismiss the complaint on the basis that the Complainant bears the wasted costs caused by the withdrawal.

Disciplinary action

24. The Panel is empowered:

a) to warn; or

b) to reprimand a member; or

c) to require remedial action to minimise the risk of further breaches of the Public Affairs Code by the member; or

d) to suspend the member from membership; or

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e) to recommend that the Public Affairs Board Executive Committee expel the Respondent from membership; and

f) either in addition or in the alternative to any of a) to e) above to require the Respondent to issue an apology or retraction in such terms and to be published in such manner as the Public Affairs Board Executive Committee may direct.

Publication

25. Upon the conclusion of any investigation, and at its discretion, the Public Affairs Board Executive Committee (or, where the Public Affairs Board Executive Committee is a party to a complaint, the Secretary) may cause wider publication of the Determination and its reasons, including particulars of the complaint with the findings and direction of the Panel.

26. Where suspension of membership or expulsion is the outcome then that decision will always be published. If not determined by the Panel, the terms of suspension will be determined by the Public Affairs Board Executive Committee In any event, the Respondent remains bound by the Public Affairs Code and other membership obligations during the term of suspension.

Appointment and constitution of Professional Practices Panel

27. The purpose of the Panel is to investigate a complaint, make a Determination (as defined in Rule 20) and, if appropriate, order any disciplinary action and Remedial Action pursuant to Rule 24. The Panel is to be appointed by the Public Affairs Board Executive Committee. Unless otherwise determined, the Panel will consist of three persons each from outside the profession and appointed on the basis of their knowledge and reputation, and shall be assisted by the Secretary acting as Secretary to the Panel, and in that role responsible and accountable to the Panel. The Secretary will not attend any private meeting of the Panel when it deliberates towards making a Determination. No member of the Public Affairs Board Executive Committee may serve as a Panel member.

Chartered Institute of Public Relations (CIPR)

28. In the event of a complaint being substantiated against a member who is also a member of the CIPR, the Public Affairs Board Executive Committee will inform the CIPR, of the outcome of the complaint.

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