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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
Brunswick Group LLC	6826

3. Name of Foreign Principal
United Kingdom Department for Business, Energy, and Industrial Strategy

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? 09/21/2022

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

See previously filed Ex. B, filed on 8/26/2022.

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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.

See previously filed Ex. B, filed on 8/26/2022

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See previously filed Ex. B, filed 8/26/2022.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

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

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

Date Received	From Whom	Purpose	Amount/Thing of Value

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

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail 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
12/21/2022	Kavitha Reddy	/s/Kavitha Reddy

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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
Dec. 21, 2022	Kavitha Reddy	Kavitha Reddy

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www.rockpa.org

21 September 2022

Brunswick Group Advisory Limited
16 Lincoln's Inn Fields,
London,
WC2A ED

Re: Consulting Agreement (this "Agreement")

I am pleased to confirm the engagement of Brunswick Group Advisory Limited ("Brunswick) as a consultant (the "Consultant") to Rockefeller Philanthropy Advisors, Inc. ("RPA") for the purpose of providing consulting services to the Climate Champions ("CC"), a sponsored project of RPA.

1. **Scope of Services**
RPA engages the Consultant to provide the services described in the "Scope of Services" attached hereto as Attachment A (the "Services"). The Consultant shall not subcontract any other parties to perform the Services without prior written approval from RPA. The Consultant agrees to perform all Services according to RPA's guidelines and specifications and with the standard of care prevailing in the industry.

2. **Term and Termination**
This engagement shall commence on 14 September 2022 and shall continue through 31 Dec 2022 (the "Term"), unless terminated earlier in accordance with this Section 2.

It is understood that either the Consultant or RPA may terminate this Agreement at an earlier date by providing the other party thirty (30) days prior written notice. In addition, RPA may terminate this Agreement immediately if the Consultant fails to perform the Services to the reasonable satisfaction of RPA; provided, however, that RPA shall provide the Consultant with written notice of any performance issues and afford the Consultant an opportunity to rectify the performance issues within ten (10) days prior to termination.

3. **Fees, Expenses, and Invoices**
In consideration of the Services rendered to RPA, the Consultant shall receive fees not to exceed **GBP 241,680** "the Fee" as payment in one installment on signing the contract. If during the performance of the Services the Consultant believes that it will no longer be able to complete the Services without exceeding the Fee, the Consultant shall propose, in writing, an amended Scope of Services that details the remaining Services to be accomplished, the estimated time required to deliver the Services, and the fee sought by the Consultant before exceeding the Fee. Such amended Scope of Services shall not take effect unless and until signed by both parties. In the event that either party terminates this Agreement prior to the end of the Term, RPA's sole obligation to the Consultant shall be to pay a pro-rated installment covering the period during which the Services were actually performed prior to termination. RPA shall reimburse the Consultant, upon receipt of satisfactory

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documentation, for reasonable and necessary expenses that the Consultant may incur that have been identified in Attachment A or previously approved in writing by RPA.

The Consultant shall submit one invoice summarizing the Services provided by the Consultant to the Climate Champions Team, Operations Department, ops@climatechampions.team.

Consultant shall address invoices to CC Operations, C/O Rockefeller Philanthropy Advisors, 6 West 48th Street, 10th Floor, New York, NY 10036. Consultant may utilize Consultant's own invoice numbering, but will ensure that it does not include a reference to Consultant's name, CC or RPA. For reference, please use First Initial, Last Initial_Full Date of Invoice (i.e. AM10Jan2022).

4. Nature of Relationship

The Consultant is being retained by RPA as an independent contractor, and nothing in this Agreement shall be interpreted or construed to create any employer/employee relationship between RPA and the Consultant or between RPA and any of the Consultant's representatives, employees, subcontractors, or volunteers. In addition, nothing in this Agreement shall be interpreted or construed to create any relationship of agency, partnership, association, or joint venture between RPA and the Consultant. The Consultant is not authorized to make any binding commitments, either express or implied, to any party on behalf of RPA, except as explicitly authorized in writing by RPA.

Both parties agree that the Consultant has the right to sole and exclusive control over the manner and means employed in performing the Services under this Agreement. The Consultant will assume all responsibility for compensation and benefits of its employees, agents, and approved subcontractors, as applicable, as well as all obligations to pay or withhold federal, state, and local taxes in connection with any Services provided by the Consultant, pursuant to this Agreement.

5. Intellectual Property

The Consultant and RPA hereby agree that any creation, writing, material, design, discovery, or invention in any medium and all proprietary rights thereto, which the Consultant produces, discovers, or conceives in connection with, and during performance of, the Services (the "Work Product") constitutes work-made-for-hire under United States copyright laws, subject to the limitations of the paragraphs within this Section 5.

If for whatever reason the Work Product does not constitute work-made-for-hire, the Consultant hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to RPA and its successors and assigns, all of the Consultant's right, title, and interest in and to the Work Product. The Consultant hereby waives and agrees not to enforce any moral rights and personality rights that the Consultant may have in the Work Product.

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If the Consultant wishes to incorporate any elements owned by third parties ("Third-Party Materials") into any Work Product, the Consultant will inform RPA of the Third-Party Materials within the Work Product. The Consultant will also obtain, in writing, a worldwide, irrevocable, fully-paid up, and royalty-free license (with the right to sublicense the right) for RPA to reproduce, distribute, create derivative works of, publicly display, and perform the Third-Party Materials as part of the Work Product in any medium now known or later developed. The Consultant will provide RPA with a copy of all licenses to Third-Party Materials used in any Work Product.

6. Confidential Information

The Consultant acknowledges that it may, during the term of this Agreement, be exposed to or acquire information that is proprietary or confidential to RPA or to any third parties to whom RPA owes a duty of confidentiality. The Consultant agrees that all such proprietary, confidential, or non-public information, data, and other material, concerning RPA and RPA's clients, donors, programs, projects, finances, operations, plans, or proposals, that the Consultant obtains, receives, or produces in the course of performing the Services, is confidential ("Confidential Information").

Confidential Information shall not include information that: (i) was publicly known or in the public domain prior to the time of its disclosure under this Agreement; (ii) became publicly known or entered the public domain after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by the receiving party; (iii) was independently developed or discovered by the Consultant without use of the Confidential Information; (iv) is or was disclosed to the Consultant at any time, whether prior to or after the time of its disclosure under this Agreement, by a third party having no fiduciary relationship with RPA and having no obligation of confidentiality with respect to such Confidential Information; or (v) is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order, provided that to the extent legally permitted, RPA receives reasonable prior written notice of such disclosure.

The Consultant shall protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Consultant would exercise in protecting its own confidential information, but in no event with less than a commercially reasonable degree of care. The Consultant may not disclose, directly or indirectly, or use in any manner, other than to perform the Services, Confidential Information. In addition, the Consultant shall, upon RPA's request, return to RPA any Confidential Information provided to the Consultant at the earlier of (i) such time that RPA requests it; or (ii) at the conclusion of the Term.

7. Indemnification

The Consultant agrees to defend, indemnify, and hold harmless RPA, its directors, trustees, officers, employees, agents, and other representatives from and against any and all claims, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to the Consultant's or its employees', agents', or other representatives' negligence,

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willful misconduct, or breach of this Agreement, or any deliverable supplied by the Consultant under this Agreement infringing upon a third party's intellectual property rights.

RPA agrees to defend, indemnify, and hold harmless the Consultant, its employees, agents, and other representatives from and against any and all claims, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to RPA's or RPA's employees', agents', or other representatives' negligence or willful misconduct.

8. **Compliance with Applicable Law**
The Consultant shall ensure that all actions performed under this Agreement comply with all applicable U.S. state and federal laws and regulations. The Consultant shall require the same contractual commitments to such laws and regulations and to the applicable provisions within this Agreement from all third parties it contracts to perform the Services under this Agreement.

9. **Anti-Discrimination and Anti-Harassment**
RPA promotes and maintains a work environment that is free from discrimination and harassment, where all employees, consultants, grantees, and partners are treated with respect and dignity. Accordingly, the Consultant agrees that it promotes and maintains and, during the Term, shall continue to promote and maintain such a work environment. For the purposes of this Agreement, "discrimination" means unjust or prejudicial treatment based on race, color, ancestry, place of origin, political beliefs, religion, marital status, family status, disability, sex, sexual orientation, age, veteran status, or because a person has been directly impacted by the criminal legal system. "Harassment" relates to any conduct, whether verbal, physical, or by innuendo, that is reasonably likely to cause offense or humiliation to any person.

10. **Anti-Slavery and Anti-Trafficking Compliance**
RPA is committed to preventing slavery and human trafficking in its operations and activities, including within its supply chain. Accordingly, the Consultant agrees that it, its employees, agents, and contractors do and shall not engage in activities that support or promote trafficking in persons and shall comply with the laws of the United States, European Union, and other pertinent jurisdictions relating to modern slavery and human trafficking. The Consultant shall immediately notify RPA in writing if the Consultant has knowledge, whether substantiated or not, of an actual or suspected violation of this Section 10 and shall cooperate during any subsequent investigation of the actual or suspected violation by RPA, RPA's representative, or a government agency. RPA or its authorized representative may, upon reasonable written notice, audit all pertinent books, records, work sites, offices, and documentation of the Consultant in order to verify compliance with this Section 10, such audit to occur during the customary hours of the Consultant's operations.

11. **Anti-Bribery and Anti-Corruption**
The Consultant agrees not to offer, give, or agree to offer or give (either alone or in agreement with others) any payment, gift, or other advantage which could be interpreted as an

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inducement or a reward for any act or failure to act related to the Services or this Agreement. The Consultant shall comply with and ensure that anybody employed or engaged or acting on its behalf complies with any anti-bribery or anti-corruption laws or regulations in any applicable jurisdiction, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the UK Bribery Act 2010, as applicable.

12. Safeguarding Compliance

RPA is committed to safeguarding the well-being of all individuals who come into contact with it. During the course of performing the Services, the Consultant may come into contact with people who are at potential risk of harm, including children and adults whom the law defines as vulnerable. "Safeguarding" means complying with the law in dealings with those individuals but also goes beyond preventing physical abuse to include protecting people from harm generally, including neglect, emotional abuse, exploitation, radicalization, and the consequences of the misuse of personal data. The Consultant shall adhere to the principles of this Section 12 and ensure that all subcontractors or vendors will adhere to such principles prior to making any payments to them pursuant to this Agreement. The Consultant shall notify RPA promptly of becoming aware of any concerns, disclosures, or allegations relating to safeguarding and provide RPA with all information and assistance it may require.

13. General Provisions

a. **Assignment:** Neither party will assign this Agreement in whole or in part without prior mutual agreement in writing between both parties.

b. **Force Majeure:** Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such party, including, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorist attacks, pandemics, epidemics, fire, communication line failures, power surges or failures, earthquakes, or other natural disasters.

c. **Survival:** The obligations related to Nature of Relationship, Intellectual Property, Confidentiality, and Indemnification, shall survive the termination or expiration of this Agreement.

d. **Choice of Law:** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York, without regard to choice of law principles.

e. **Notices:** All legal notices and communication regarding the terms of this Agreement shall be made in writing and delivered to the other party as identified below or at such other addresses as the party may designate by written notice.

If to RPA:
Chase Jaz
c/o: Walter Sweet, Senior Vice President, Sponsored Projects & Funds

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6 West 48th Street, 10th Floor
New York, NY 10036
cjaz@rockpa.org

If to Consultant:
Daniel Grundy,
Co-Generl Counsel, Brunswick Group Advisory Limited
16 Lincoln's Inn Fields,
London, WC2A 3ED
dgrundy@brunswickgroup.com

f. Waiver: Waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation

g. Counterparts; Execution: This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Signatures to this Agreement in facsimile, PDF, or JPG/JPEG format are valid and binding.

h. Entire Agreement: This Agreement contains the entire understanding between the parties and supersedes all prior agreements, whether oral or in writing, concerning its subject matter. Any amendment of this Agreement must be in writing and signed by both parties.

If the terms of this Agreement meet with your approval, please sign and date and return a copy to my attention.

Sincerely,

ROCKEFELLER PHILANTHROPY ADVISORS, INC.

By: DocuSigned by: Walter Sweet FAAFE1DBD8FA441...
Name Walter Sweet

Title Sr. VP

ACCEPTED TO AND AGREED BY:
CONSULTANT
By: Phil Drew

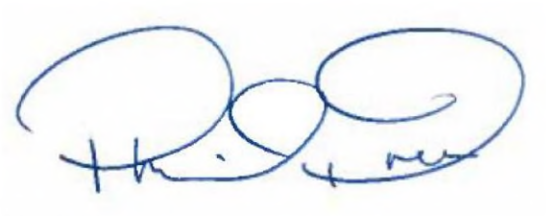
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21st September 2022



Partner,
Brunswick

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Attachment A
Scope of Services (the "Services")

The Consultant will provide the following services to RPA:

The Breakthrough Agenda is the most significant attempt ever to combine the capabilities of governments, industries, and finance to scale up clean technologies and make them affordable, accessible and attractive everywhere. Brunswick was thrilled to support you and the Breakthrough Agenda team at COP26 in our capacity as strategic communications advisors to the High-Level Champions team. Together we launched the effort as a globally important, catalytic initiative, successfully engaging a wide range of global top-tier media. Building on that work, I am pleased to set out how Brunswick can help you take the Breakthrough Agenda to the next stage of impact during September and through to COP27 this year.

This is a pivotal moment for the Breakthrough Agenda to demonstrate credibility, ambition and longevity. In this foundational year, smart, effective, strategic communications will help:

- Build on the successful launch to establish the Breakthrough Agenda as credible, relevant, and delivering impact now and for the long term,
- Expand support for the Breakthrough Agenda as a catalyst to strengthen international cooperation in high emitting sectors,
- Unlock and amplify visible support from the industry, climate and other stakeholder that influence the policy agenda in key countries,
- Advocate where further urgent action is required to close gaps in ambition and credibility.
- This is critical in this foundational year for the Breakthrough Agenda to set this initiative up for long-term success, avoid losing momentum and, crucially, the confidence and active support of stakeholders for the future.

Campaign focus

We have the building blocks for an effective plan. The Breakthrough Agenda Report launched before New York Climate Week, with further activity planned at the Clean Energy Ministerial (both in September), will frame progress and the call to action – with a plan for that call to action to be responded to at COP27 through a series of announcements with countries. Alongside this, we also anticipate announcements of new breakthroughs in important sectors, further endorsement from key countries, as well as the announcement of a long-term home for the Breakthrough Agenda.

In discussion with you, we have identified two principal high points to organise our communications around (report launch and CWNYC in September and Decarbonization Day at COP27) that can together form a clear narrative arc and bookend a period for focused pressure and act as a springboard to 2023.

Within that, we have defined four high value areas where Brunswick can support you and effectively complement the activity of GSCC and Greenhouse PR. We have tailored our proposal to reflect your ambition, the intensity and expertise this work will require, and the level of resource you believe is available from funders. We have also focused our support on the areas where you indicated there would be greatest value-add, in particular engagement with key global media and activating the key voices who will influence and shape governments' opinion. Following your steer, we will focus on developing a communications strategy that can reach countries critical to the success of the Breakthrough Agenda:

- United States and India (as hosts of CEM-MI this year and next)
- Egypt and UAE (as hosts of COP27 and COP28 respectively)
- China (given their significance to climate action)
- The remainder of the G7 (European Commission, UK, France, Germany, Japan, Italy, Canada)

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Communications strategy

As outlined above, the communications strategy will be structured around the Breakthrough Report launch (CWNYC) and activity at COP27 (Decarbonisation Day), with momentum sustained between by Greenhouse PR.

(1) Breakthrough Agenda Report Launch.

The launch of the Breakthrough Agenda Report in September presents a significant opportunity to set out where we are, where we need to get to by 2030, and the urgent priorities for international cooperation to close the gap. It represents an ambitious, high value asset with which to directly engage policymakers. However, from a communications standpoint, an effective media strategy must take account of two realities:

- From a review of an early draft, the report has not been primarily designed as a 'news product' and, as it stands, there is a high risk journalists overlook its importance without sharp news-friendly angles, supported by surprising new data.
- The report provides a powerful global picture of the state of transition at a sector level, rather than country-specific level. While the rationale for that is clear, that naturally will have a bearing on the granularity of country-level media engagement.

To maximise its impact the messages of the report for media and stakeholders, our recommendation therefore is to:

- **Host a high impact media briefing the day before the official launch** (i.e. 14th September). This will be fronted by the three authors, alongside other luminaries (see below).
- **Position the event as a definitive global assessment of the state of transition** ahead of COP27, across the five sectors that matter most, focussing on where we are, where we need to be and closing the gap.
- **Develop a set of editorially compelling, strategically relevant perspectives** – setting the stage for the actions at COP27, connect the content to today's context, and frame progress against the core mission to make clean technologies 'affordable, accessible and attractive everywhere'.
- **Differentiate the significance of the messages** through the gravitas of the messengers and the commentary they can provide by assembling an 'all-star' bench of globally significant voices.

The cast would be convened, virtually, for the global launch event on the State of Transition - drawing together globally respected participants who hold important perspectives on priorities for action, carry influence with key governments, and relevance to the key sectors. This casting would be defined together to ensure an internationally representative and globally relevant series of speakers, but could include for example:

- Alok Sharma (given the role of sectoral breakthroughs in delivering on the Glasgow Pact)
- John Kerry (given his role with the First Movers Coalition)
- Nick Stern (giving the economic perspective on the state of transition)
- Mary Shapiro (providing a link to GFANZ's upcoming sectoral decarbonisation guidance)
- Damilola Ogunbiyi (providing a perspective on energy infrastructure in Africa in the run up to COP27, as CEO and Special Representative of the UN Secretary-General for Sustainable Energy for All)
- Key sector CEOs (what it will take to accelerate industry transformation across key target
- regions)

The global press briefing would be supported by media assets, including a core press release, that would be tailored and translated for high-priority country targets and accompanied by syndicated op-ed placement and interviews, where relevant to land the report internationally.

The benefits of this approach are:

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- Editorial impact: Creates a high profile virtual 'stage' to elevate, endorse and bring alive the key messages of the report and key calls to action,
- Influencer activation: Directly involves and activates the very influencers the campaign is seeking to engage,
- Executional efficiency: Crowding communication resources into a highly visible, tone-setting launch to which global, key country media would be invited, while supporting tailored media and diplomatic follow-up.

(2) Decarbonisation Day.

Your aim is for Governments to respond to the report's recommendations with a set of mirroring actions announced at COP27. While these actions and the launch plan are still in development, we would expect the focus of the communications strategy to include:

- Identifying and framing the most compelling sector announcements, against the priorities set out during CWNYC,
- Leveraging key voices from 'sponsor' governments to lead on the narrative, with coordinated support from industry and civil society leaders,
- Pre-briefings with select target media – replicating the successful approach we took at Glasgow,
- Amplification to wider media including relevant country outlets, informed by the relevance and strength of announcements.

Proposed areas of support

Together we have defined four high value areas where Brunswick can support you on communications:

1. Define the target audience more precisely

- To make most effective use of finite resources, there is a need to be clear and disciplined about who we most need to reach: those who have the strongest influence on key governments, including but not limited to global media. This will form the foundation of an effective communications strategy.
- You and Breakthrough Agenda partners will hold the master stakeholder list. As a strategic input to that, Brunswick will:
    - Use analytical tools to identify the most quoted voices on climate change in each key market to prioritise stakeholders who are most active in shaping the debate - adding to your existing stakeholder lists, closing significant gaps or omissions, and providing a filter for prioritisation.
    - Recommend additional key voices, particularly in business and finance (who will be key to positioning the Agenda as credible and commercially relevant), by drawing on our work advising business leaders of the most systemically significant companies around the world on credible climate action (in line with the UN's Race to Zero).

2. Build out the core narrative as strategic framework for communication

- There is a need to create a single, overarching storyline and message framework which will drive all communications, taking into account the launch of the report and the run up to COP27.
- You have indicated that the core Breakthroughs Agenda team will, as last year, hold the pen, with Brunswick providing advice and support. As part of this support, we will:
    - Advise on, help refresh and refine the master narrative, taking account of geopolitical and socio-economic developments since COP26, including as a result of the war in Ukraine.
    - Incorporate the strongest signals of progress to frame where further, urgent progress is necessary, viable and achievable.

3. Deliver a communications strategy to land the Breakthrough Agenda Report and support corresponding actions at COP27, with a focus on top-tier media in key countries.

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- The launch of the Breakthrough Agenda Report presents the first key moment to activate support for the Breakthrough Agenda and build pressure for what must happen by COP27.
- Brunswick will develop an overarching communications plan, covering the media report launch and CEM/MI, leading into COP27.
    - Work with you and the authors to develop the headline 'point(s) of view' of what report says about the state of transition and the core mission to make clean technologies affordable, accessible, and attractive everywhere : where we are doing well, where we are floundering, the policies and actions that are urgently needed to close the gap, and the economic and social upside of doing so.
    - Support you and the authors to stage a global 'all star' media briefing, to reach a global audience of (English-speaking) journalists and explain the significance and value of the report. Ideally this will take place one day ahead of report launch (14th September) and mirror that event for media as far as possible.
    - This would include working closely with the Breakthroughs Agenda partners who will expect to lead on the logistics for the media event (e.g. hosting, speaker invites).
    - For the event itself, we will:
        - Advise on the optimal cast for media, leveraging our industry connections as relevant
        - Advise and support on media briefing for key spokespeople
        - Advise and support on media invitations, working closely with GSCC.
    - Draft the core press release (in English). Distributed to Brunswick contacts and via GSCC.
    - Work with the report authors to create country-specific press releases and fact sheets for up to 8 priority countries. Brunswick will translate the press releases for the countries where we are then engaging local journalists. (Translation costs for any additional materials – such as fact sheets - to be covered by Breakthroughs Agenda)
    - Draft a single 'overall argument' that can be tailored to develop syndicated / editable op-ed for top tier media in up to 8 priority countries
        - Work with the Breakthroughs Agenda to identify and ask the most appropriate 'voices' to land this argument in priority identified countries.
        - Identify top-tier media, prioritising outlets with greatest influence with government and policy makers / shaping the external narrative
        - Help tailor the op-ed for each countries and pitch it to a top-tier outlet.
    - Focus media follow up to the global report launch on engaging select top-tier media, prioritising the outlets in each country that hold greatest influence with government and policy makers and will have the greatest impact in shaping the external narrative.
    - Recommend the creation of additional content to support communications, such as op-eds and graphics (such as a 'Red, Amber, Green' map of the state of the transition). Production to be covered by Greenhouse PR or scoped separately.
    - Advising on the framing of the most compelling sector announcements, against the priorities set out during CWNYC.
    - Advising and where appropriate leveraging our relationships with industry and civil society leaders to provide supportive comment.
    - Supporting with pre-briefings for select target media –including on the ground at Sharm El Sheik
    - Advising and supporting on amplification to wider media including to a selection of relevant key country media where the content of the announcement is compelling and Brunswick has strong connections that can add value.
- At COP27, we expect governments will want to lead on the communications of key announcements that respond to the BA's recommendations. Our support will therefore be focused as last year on:
- We expect to work particularly closely with GSCC to maximise the impact with top-tier media with whom we collaborated around COP26. In practice, we would expect GSCC to identify their strongest contacts in each market and follow-up on a one-to-one basis.

4. Develop a plan to activate the key voices in each market in support of the breakthroughs

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- Positioning the Breakthroughs Agenda as a central to the future progress of climate action will require endorsement and support from those who shape the debate on climate policy in key countries and others who influence the thinking of governments and policy makers.
- Brunswick will:
    - Provide strategic advice and tactical ideas on how to activate support from stakeholders at and between key milestones above, including:
        - Climate and policy stakeholders.
        - Systemically important companies in each industry, ensuring that the Breakthroughs are seen as relevant and credible.

Potential additional support on digital communications

In our experience of working with clients on similar projects, looking to engage and activate a relatively small number of senior and influential stakeholders – especially those who shape the thinking of government ministers and policy makers – there is a critical role for digital communications and paid promotion on social media. Running paid promotion campaigns alongside your media outreach will allow you to reach your key decision makers multiple times and reinforce your core narrative.

Our advice when running campaigns whose audiences include industry leaders and key governments is to create specific targeting criteria that is able to reach the right people with the right messaging at the right time. Unlikely marketing campaigns that a broad audience, your work requires you to reach a small group of people. Our work to define your target audience precisely will also help you to understand how they could be reached via social media paid promotion.

Our Digital team has extensive experience advising on and executing this kind of work and we would be happy to discuss this potential support in more detail alongside the current proposal, and an additional fee would be required as well as a small cost for the paid promotion itself.

At the moment, we have assumed that all digital is carried out by the Climate Champions digital team (Empower) who may or may not plan to use paid promotion.

Assumptions on the roles of GSCC and Greenhouse PR

Our proposed support reflects our conversation about the roles of the other organisations supporting you, including:

- Greenhouse PR:
    - Responsible for the creation of digital and creative assets and communications toolkits. For example, all content for social media, etc.
- GSCC:
    - Offer to help with international media engagement, especially with climate-focused reporters. (Precise geographic reach to be determined)

Registration under the United States of America's Foreign Agents Registration Act

The Foreign Agents Registration Act (FARA) requires agents working for foreign principals who are engaged in political or similar activities in the United States to register and make certain disclosures about their work. Based on the advice of legal counsel, Brunswick would be required to register with the US Department of Justice in order to undertake this project.

You have asked us to clarify that this project does not intend to directly engage American political representatives and we are happy to make this explicit. However, the nature of the Breakthroughs work, the broad parameters of the kinds of activities covered by the Act, and precedent of similar kinds of work being registered previously means this project is still required to be registered.

This will also entail the public disclosure of Brunswick's work for the Breakthroughs as well as some of the materials related to the project, including the fee for the project and copies of press releases and other materials used to engage or influence an American audience.

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Commercial Terms

The Services shall be performed in accordance with the terms set out in this Engagement Letter (including all the Schedules to it) and the Terms and Conditions appended to the Engagement Letter.

Fees and additional expenses

Brunswick's fees reflect the value we deliver for clients, not the hours worked. That means we do not charge on a time-cost basis. Our fees are set centrally through our Fee Committee, who benchmark the work against comparable projects based on the required intensity, seniority of advice and specialist expertise, and the value we can deliver. The fee for this project reflects the not-for-profit nature of this work and your need to seek philanthropic funding.

The fee for the support outlined above is **£241,680** (UK Sterling**) (including. VAT)**.

Brunswick is required to register Foreign Agents Registration Act in the United States in order to be able to undertake this project. This registration carries a cost which, although uncertain at this stage, Brunswick estimates will be approximately US$10,000 - US$30,000. As an expense for conducting the work, we would request Brunswick be reimbursed for this cost.

Additional expenses that the Brunswick team are asked to incur as part of their work (for example travel costs, production of creative materials, and translation costs) will be cleared by Climate Champions in advance and reimbursed separately. We will agree any such expenses in advance.

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Attachment C
Excluded Services
(Unless explicitly referred to under the Description of Services in Attachment A)

1. Crisis management including unplanned board changes
2. Internal communication programmes
3. Product launches and associated marketing activity
4. Public affairs
5. Secondments
6. CEO appointments
7. Events management
8. Opinion/perception research
9. Liaison with other agencies
10. Monitoring and market intelligence including parliamentary, regulatory and political monitoring
11. Political contact programme
12. Media training
13. Presentation training
14. Speech writing
15. Creative production of written material
16. Sponsorship
17. Advertising copy and advice
18. Measurement and evaluation (media evaluation)
19. On-line and video campaigns
20. CSR
21. Design and presentation services

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