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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
Cogent Strategies LLC

2. Registration Number
6927

3. Primary Address of Registrant
2550 M Street NW, 3rd Floor, Washington, DC 20037

4. Name of Foreign Principal
OCP North America, Inc. (OCPNA)

5. Address of Foreign Principal
1370 Sixth Avenue, 32nd Floor
New York, NY 10019

6. Country/Region Represented
MOROCCO

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☒ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

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

Received by NSD/FARA Registration Unit 01/13/2022 11:38:59 AM

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

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

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

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

OCP North America, Inc. markets and sells a range of phosphate-based fertilizers in the United States and Canada and provides a variety of project management and research services for the OCP Group.

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) Owned: OCP North America is 100% owned by OCP S.A., which is owned by the Government of Morocco.

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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EXECUTION

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

Date	Printed Name	Signature
01/13/2022	Kimberley Fritts	/s/Kimberley Fritts

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EXECUTION

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Date	Printed Name	Signature
1-10-22	Kimberley Fritts	

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

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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
Cogent Strategies LLC	6927

3. Name of Foreign Principal
OCP North America, Inc. (OCPNA)

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? 01/04/2022

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

See attached copy of written agreement.

Received by NSD/FARA Registration Unit 01/13/2022 11:39:01 AM

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

See Appendix for Response

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.

All activities will be undertaken in order to communicate information about the principal and its issues of concerns to interested parties in the public sector. At the request of the principal, meetings with members of the media and non-governmental organizations may be arranged.

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 in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

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

Date	Recipient	Purpose	Amount

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

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

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EXECUTION

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Date	Printed Name	Signature
01/13/2022	Kimberley Fritts	/s/Kimberley Fritts

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EXECUTION

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Date	Printed Name	Signature
1-10-22	Kimberley Fritts	

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Appendix
Response to Item 9

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

Drafting and revising messaging and materials to advance OCPNA's priorities in the U.S.
Conducting media outreach with relevant media covering agriculture, trade and foreign policy
Conducting media outreach in target states
Drafting and help place op-eds, as determined in consultation with OCPNA
Monitoring the American media for relevant issues pertaining to OCPNA's concerns
Operating and updating a website in support of OCPNA's priorities
Developing and supporting paid media efforts
Performing targeted outreach on Capitol Hill, as directed by OCPNA and in conjunction with other OCPNA consultants

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COGENT

December 28, 2021

Kerry McNamara
Chief Executive Officer
OCP North America, Inc.
1370 Sixth Avenue, 32nd Floor
New York, NY 10019

Dear Mr. McNamara,

I am writing to confirm the arrangements regarding the work Cogent Strategies LLC ("Cogent") will perform on behalf of OCP North America, Inc. ("OCPNA"), hereinafter referred to collectively as "the Parties".

Summary and Terms of Representation

1. Services. As permitted by applicable United States laws and regulations, Cogent shall provide OCPNA with public affairs services as more fully outlined in the scope of work attached hereto as Exhibit A. Changes to the scope of work after execution of this agreement may be subject to additional fees and work delays upon mutual agreement of the Parties in accordance with section 8 below.

2. Fees. For all public affairs services rendered by the firm, OCPNA shall pay Cogent a total fee of $180,000 payable in 6 monthly installments of $30,000. The first month's payment is due upon execution of this agreement and Cogent will not commence its services until that payment is received. Payment information is as follows:

Bank Name:	Chain Bridge Bank
Account Name:	Cogent Strategies LLC
Routing #:	056009479
Account #:	2100134259
Remittance to:	cferreira@cogent-strategies.com

3. Administrative Fees and Expenses. In addition to the fixed monthly fee, Cogent shall also assess OCPNA a 5% administrative fee to cover general expenses such as teleconferencing, local travel, postage, long distance telephone charges, usage of Cogent's knowledge and proprietary technology resources, and usage of Cogent's subscriptions to news and business information resources. Other out-of-pocket expenses such as international or long-distance travel (including airfare, meals and accommodations), international wire fees, international conference calls, marketing and advertising expenses (including an industry-standard 15% commission rate and any requisite placement fees), photography or videography expenses,

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image purchases, website maintenance, domain purchases, translation services, courier, shipping and the like are billed to OCPNA, at cost, as incurred. Cogent shall obtain OCPNA's prior written approval before incurring such expense. Website hosting incurs a monthly fee of $100 per website. Cogent requires prepayment for all advertising expenses and reserves the right to require prepayment for any other significant expenses prior to those costs being incurred. For any such pre-approved expenses, Cogent's reasonable and substantiated expenses incurred in connection with the services to be performed under the terms of this agreement shall be reimbursed by OCPNA only upon presentation of Cogent's expenses' receipts, which shall be included in the invoices to be issued in accordance with section 4 below.

4. Payment Terms. After the initial payment due upon execution of this agreement, Cogent shall invoice OCPNA monthly, in advance, with payment due within 30 days of OCPNA's receipt of the invoice. Should an invoice be outstanding more than 30 days past its due date, Cogent will cease all services until all outstanding invoices are paid in full. All invoices outstanding more than 60 days will incur the lower of a 1.5% or the highest legally permissible interest charge per month.

5. Term. The term of this agreement runs from January 4, 2022 through July 3, 2022 (the "Term"). During the Term of this agreement, either party may terminate this agreement for cause with 30 days' prior written notice. This agreement shall expire automatically on July 4, 2022, unless terminated earlier in accordance with the terms of this agreement. OCPNA may request an extension of the Term of this agreement upon a written notice to Cogent no later than fifteen (15) days prior to the expiration of the Term. The Parties will mutually agree upon the period of such extension, as well as on terms and conditions to govern such an extension.

6. Compliance with Foreign Agents Registration Act and Other Applicable Laws.
    a. Cogent and OCPNA shall comply with any and all restrictions and requirements of the Foreign Agents Registrations Act, and any other applicable laws and regulations of the United States.
    b. OCPNA represents and warrants that it has supplied Cogent with accurate and complete information concerning its operations, objectives, and personnel, recognizing that Cogent will be required to complete and file public disclosure forms in connection with this engagement. OCPNA agrees that it will immediately notify Cogent in the event of any changes to this information.
    c. Cogent shall be responsible, at its own expense, for complying with any federal law and/or regulation governing lobbying, including, but not limited to any law or rule requiring registration of or the filing of public disclosure reports by lobbyists, which law or rule applies by reason of any service to be performed or activity to be conducted.

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7. Changes and Modifications. Any material change to the scope of work or the terms of this agreement must be set forth in writing executed and mutually agreed by the Parties. Cogent shall promptly notify OCPNA in writing of any change in the scope of work that Cogent reasonably determines is necessary. Such notice shall specify (a) the particular elements of the scope of work for which Cogent is seeking a change, (b) the reason for the requested change, and (c) the impact, if any, that the requested change will have on (i) the fees, (ii) time for performance or (iii) any other terms or conditions of this agreement.

8. Confidential Information. Cogent will use all permissible efforts to protect privileged communications or other Confidential Information developed by Cogent or provided to Cogent during the course of Cogent's provision of services described above. Cogent agrees with respect to all confidential or proprietary written, recorded, electronic or oral information provided to Cogent by OCPNA or its affiliates, whether or not marked as confidential (hereinafter "Confidential Information"), that Cogent will use Confidential Information solely to enable it to perform its obligations hereunder, and will not disclose any Confidential Information to any person or entity without the prior express written consent of OCPNA. Provided, however, that Confidential Information may be provided by Cogent to those of its employees who need such information to enable Cogent to perform its obligations hereunder and who are required to keep such information confidential and to its auditors, consultants and advisors who agree to keep such information confidential or are otherwise bound to restrictions on disclosure.

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

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

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

   Cogent represents and warrants that it will keep the Confidential Information secret and confidential for the Term of this agreement and for a period of three (3) years from the expiration or termination hereof.

   In the event that such disclosure is required by applicable law, regulation or court order, Cogent agrees, if reasonably practicable, to refrain from such disclosure until such time as OCPNA has received written notice with regard to any required disclosure (provided that notice of the required disclosure is not prohibited by law), and OCPNA has had a reasonable

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opportunity to contest the basis for disclosure and review the content of the proposed disclosure.

9. Intellectual Property Rights. OCPNA recognizes that Cogent brings to this agreement preexisting know-how, skill, techniques, trade secrets, knowledge, methods, forms, designs, and other intellectual property and materials (the "Pre-Existing Materials") to assist Cogent in the performance of the services under this agreement. OCPNA acknowledges that these Pre-Existing Materials are and will remain the sole and exclusive property of Cogent.

   All Intellectual Property Rights (hereinafter defined) in the deliverables of the services and the website (including in the content of the website) arising in connection with this agreement shall be the property of OCPNA and Cogent hereby assigns to OCPNA all future Intellectual Property Rights (the term "Intellectual Property Rights" being defined below) and any idea, discovery, development made by Cogent in the provision of the services, excluding the Pre-Existing Materials, whether or not patentable or capable of registration, and whether or not recorded in any medium arising from the services performed for OCPNA. Pursuant to the above-mentioned paragraph, the term "Intellectual Property Rights" means any right in copyright, database rights, trade secrets, know-how, plans, studies, ideas, concepts, methods, proposals, materials, articles, analysis, deliverables developed under this agreement or the scope of services, patents, and all rights and forms of protection of a similar nature or having equivalent effect to any of them which may subsist anywhere in the world, whether or not registered and including applications for registration of any of them. Cogent hereby irrevocably waives all moral rights which it has or will have in any existing or future records, reports, documents, papers, drawings, designs, photos, graphics, videos, sounds, logos, typographical arrangements, transparencies, software, and all other materials in whatever form, including not limited to hard copy and electronic form, prepared by Cogent in the provision of the services in this agreement, all of which are being deemed as "Work made for Hire" as defined in 17 U.S.C. § 101 for OCPNA and shall therefore be the sole property of OCPNA. If, for any reason, any of the deliverables do not constitute a "work made for hire," Cogent hereby irrevocably assigns to OCPNA, in each case without additional consideration, all right, title, and interest throughout the world in and to the deliverables, including all Intellectual Property Rights therein.

10. Nonsolicitation. During the Term of this agreement and for six months after termination or expiration of this agreement, OCPNA shall not hire or solicit to hire as an employee or independent contractor, any person currently employed or engaged by Cogent who provides any services to OCPNA during the Term of this agreement without the prior written consent of Cogent.

11. Limitation on Damages. Cogent and OCPNA are not liable for any special, incidental, indirect, punitive, or consequential loss or damage of any nature, arising at any time or from any cause.

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12. Costs of Fee Dispute. If disputes related to payment of fees or expenses occur and result in legal fees or costs for Cogent, OCPNA shall pay actual and reasonable legal fees and costs incurred by Cogent in connection with the successful collection of fees and expenses.

13. Costs of Other Proceedings. If litigation or other proceedings arise regarding services performed by Cogent for OCPNA under this agreement, and Cogent is subpoenaed or otherwise requested to testify, disclose documents and materials, or otherwise participate in the proceeding, OCPNA shall pay for Cogent's reasonable legal fees and costs. This obligation is limited to litigation or other proceedings where OCPNA is a named party to the litigation or other proceedings, and Cogent is not a named party. This Section survives the termination or expiration of this agreement.

14. Entire Agreement. This agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to its subject matter.

15. Modifications and Amendments. No purported modification of or amendment to this agreement is effective unless it is in writing and signed by or on behalf of the Parties.

16. Assignment. A party's attempted assignment of this agreement, whether directly, by change in control, or by operation of law, is ineffective unless effected with the other party's written consent.

17. Severability. If any provision of this agreement is held to be illegal, invalid, or unenforceable and if that provision cannot be modified to make it enforceable, that provision is ineffective to the extent of its illegality, invalidity, or unenforceability only and the remaining provisions remain in full force and effect if the purposes of this agreement can still be achieved.

18. Governing Law and Jurisdiction. This agreement is governed by the laws of the District of Columbia without regard to its choice- or conflicts-of-law principles. Each party irrevocably submits for all purposes in connection with this agreement to the exclusive jurisdiction of the courts of the District of Columbia.

We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Kimberley Fritts
Founder & CEO

cogent-strategies.com
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COGENT

AGREED TO:

On behalf of OCP North America, Inc. — Date: 01/04/2022

On behalf of Cogent Strategies LLC — Date: 01/04/2022

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EXHIBIT A

Cogent Scope of Work

- Drafting and revising messaging and materials to advance OCPNA's priorities in the United States.
- Conducting media outreach with relevant media covering agriculture, trade and foreign policy.
- Conducting media outreach in target states.
- Drafting and help place op-eds, as determined in consultation with OCPNA.
- Monitoring the American media for relevant issues pertaining to OCPNA's concerns.
- Operating and updating a website in support of OCPNA's priorities.
- Developing and supporting paid media efforts (at extra cost).
- Performing targeted outreach on Capitol Hill, as directed by OCPNA and in conjunction with other OCPNA consultants.

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