

OMB No. 1124-0006; Expires May 31, 2020

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .49 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, Registration 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 and Address of Registrant JPC Strategies, LLC 812 K Street, NE Washington, DC 20002	2. Registration No. <div style="font-size: 2em; text-align: center;">6505</div>
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3. Name of Foreign Principal The Ministry of Foreign Affairs and International Cooperation of the Kingdom of Morocco	4. Principal Address of Foreign Principal 7 rue F. Roosevelt Rabat, Morocco
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5. Indicate whether your foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual-State nationality

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

a) Branch or agency represented by the registrant
 The Ministry of Foreign Affairs and International Cooperation

b) Name and title of official with whom registrant deals
 The Honorable Nasser Bourita, Mister of Foreign Affairs and International Cooperation of the Kingdom of Morocco

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

a) Principal address
 N/A

b) Name and title of official with whom registrant deals

c) Principal aim

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.

8. 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.

N/A

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

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

10. 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.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature
1/2/18	James Christoferson, President	

OMB No. 1124-0004; Expires May 31, 2020

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .33 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, Registration 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 JPC Strategies, LLC	2. Registration No. 6505
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3. Name of Foreign Principal
The Ministry of Foreign Affairs and International Cooperation of the Kingdom of Morocco

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

James Christoferson of JPC Strategies, LLC, will provide the consulting services which shall consist of assisting in the representation of, and government relations activities on behalf of, the government of the Kingdom of Morocco with the US government, and the development and implementation of a public relations strategy for the government of the Kingdom of Morocco, and promotion of business with the Kingdom of Morocco.

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

Manage the government relations activities on behalf of the government of the Kingdom of Morocco with the US government, and implement a public relations strategy for the promotion of business with the Kingdom of Morocco.

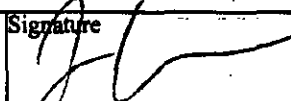
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

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 registrant shall accomplish these objectives by advising the foreign principal in promoting the foreign principal's strategic partnership with the United States.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B 1/2/18	Name and Title James Christoferson, President	Signature 
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Footnote: "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.

JPC Strategies, LLC
812 K Street, NE
Washington, DC 20002

USA
james@jpcstrat.com
202/841-7036

November 17, 2017

The Honourable Nasser Bourita
Minister of Foreign Affairs and International Cooperation of the Kingdom of Morocco
7 rue F. Roosevelt
Rabat, Morocco
Phone: +212-537 67 60 05 Fax: +212-537 66 01 62 email: bourita@maec.gov.ma

Dear Minister Bourita:

This letter agreement ("Letter Agreement") will confirm the agreement and understanding effective as of ~~December 1, 2017~~ ^{Jan 2, 2018} and continuing until May 31, 2019, unless extended by mutual agreement, by which JPC Strategies LLC, Delaware, USA limited liability company ("JPC") shall provide Consulting Services (as hereinafter defined) to the Ministry of Foreign Affairs and International Cooperation of the Kingdom of Morocco (the "Ministry"). The "Consulting Services" shall consist of assisting in the representation of, and government relations activities on behalf of, the government of the Kingdom of Morocco with the United States government, and the development and implementation of a public relations strategy for the government of the Kingdom of Morocco, and promotion of business with the Kingdom of Morocco, all as requested and directed by the Ministry.

In consideration of the work to be performed by JPC pursuant to this Letter Agreement, JPC will be compensated by the Ministry at the rate of US\$75,000 (seventy-five thousand USA dollars) per calendar month (the "Retainer Fee"), with the payment of \$225,000 (two hundred twenty-five thousand USA dollars) for the initial three (3) months being due within ten (10) days of execution of this Letter Agreement by the Ministry. The Retainer Fee will be paid for each month after the initial three (3) months within ten (10) days of the beginning of each new calendar month, commencing with payment for March 2018 and ending with payment for May 2019, unless extended by mutual agreement. Unless otherwise agreed in writing, no compensation or reimbursement in excess of the Retainer Fee shall be paid. Without limiting the generality of the foregoing, the compensation described above shall be inclusive of all expenses that JPC may incur in the performance of this Letter Agreement, including, without limitation, any expenses incurred by JPC in connection with the engagement of any agent or subcontractor, or the assignment of any employee. The Retainer Fee shall be payable to JPC by wire transfer of immediately available funds, or as specified by JPC from time to time. All payment obligations will survive the expiration or termination for any reason of this Letter Agreement.

^{Jan 2, 2018, instead on Jan 1, 2017. Sll.}
For purposes hereof, "month" means a calendar month. For example, the initial month of this Agreement shall commence on ~~December 1, 2017, and end on December 31, 2017.~~ This Agreement may be terminated at any time by the Ministry, effective immediately upon notice to JPC; provided, that the Ministry shall remain liable for the Retainer Fee for the entire month (or the initial three-months, as applicable) of Consulting Services in which such termination occurs.

The Ministry recognizes and accepts that JPC Strategies will be required to register as an agent of the Kingdom of Morocco under the USA Foreign Agents Registration Act and that said registration will require disclosure of the terms of this Letter Agreement and activities performed pursuant to this Letter Agreement.

Neither party shall be liable (regardless of the form of action, whether in contract, tort or otherwise, including, without limitation, any action for negligence) for any indirect, special, incidental, exemplary, punitive or consequential damages of any nature whatsoever arising out of or in connection with this Letter Agreement, even if it has been advised of the possibility of, or could have foreseen, such damages. Neither party's aggregate liability arising out of or relating to this Letter Agreement shall exceed the greater of (a) US\$75,000 (seventy-five thousand USA dollars), or (b) the total fees actually paid by the Ministry to JPC hereunder for the then-current calendar month.

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11/26/2017 14:49

All notices or other communications given pursuant to this Letter Agreement by one party to the other party shall be in writing and deemed given: (a) when delivered personally by messenger (with acknowledgment of receipt); (b) when sent by email or fax (provided that a copy is also sent as specified in (c) or (d) below, or by both email and fax); (c) when received by the addressee, if sent by Express Mail, Federal Express or other acceptable express delivery service (receipt requested); or (d) seven (7) days after mailing by certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses and email addresses set forth above (or to such other addresses as a party may designate as to itself by notice to the other party).

This Letter Agreement shall be construed under and governed by the substantive laws of the District of Columbia, USA without giving effect to its rules pertaining to conflicts of laws, except for those giving effect to this choice of law. Any controversy or claim arising out of or relating to this Letter Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. All disputes shall be heard by a single arbitrator. The place of arbitration shall be Washington, D.C., United States of America ("USA").

The parties agree that it is not the intention of either party to violate any public policy, statutory or common law or governmental regulation. In the event that any provision of this Letter Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid under any applicable law, such unenforceability or invalidity will not render this Letter Agreement unenforceable or invalid as a whole, and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions. Any waiver of any provision of this Letter Agreement, or a delay by either party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right. No party may assign any of its rights under this Agreement. Any purported assignment is void. This Letter Agreement contains the entire and exclusive agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings and agreements with respect thereto. This is a Letter Agreement between separate legal entities and neither party is the agent or employee of the other for any purpose whatsoever. The parties do not intend to create a partnership or joint venture between themselves. Neither party shall have the right to bind the other to any agreement with a person or to incur any obligation or liability on behalf of the other party.

This Letter Agreement may be executed by facsimile (including "pdf" by email) and in two or more counterparts, or scanned versions of the original signature pages, which shall be deemed an original, and all of which together shall constitute one and the same instrument.

If the following is your understanding, please sign and return a copy of this letter for our records acknowledging the terms herein.

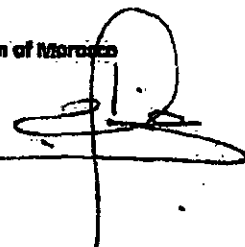
Sincerely,

IPC Strategies, LLC

By: _____
Name: James V. [Signature]
Title: [Signature]
11/2/19

Agreed and Accepted:
Ministry of Foreign Affairs of the Kingdom of Morocco

By: _____
Name: Ala Saïd Benmoussa
Title: M.F.A. I.C.
Date: _____



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11/28/2017 14:49