

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 BerlinRosen Ltd.	2. Registration No. 6531
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3. Name of Foreign Principal

Cambodia National Rescue Movement (CNRM)

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.

This Agreement is between Registrant and Fondation Pluralisme, a nonprofit organization providing funding for the services that Registrant will provide to Foreign Principal. The specific activities Registrant will perform for Foreign Principal are described in detail in Appendix A of the Agreement. As indicated in the Agreement, these activities will be performed for, and in the interests of, Foreign Principal, and will be directed and controlled by Foreign Principal.

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

See Appendix A of the attached agreement.

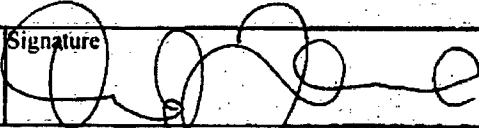
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

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.

See Appendix A of the attached agreement.

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	Name and Title	Signature
7/24/18	David Levine, COO	

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.

berlin rosen

15 Maiden Lane, Suite 1600, New York, NY 10038 | PH: 646.452.5637 | FX: 646.200.5333

April 27, 2018

Thomas von Rohr
Fondation Pluralisme
PO Box 1820
Zurich CH

VIA ELECTRONIC MAIL

Dear Thomas:

This letter, when signed by both Fondation Pluralisme ("Client", "you" or "your") and BerlinRosen, Ltd. ("we", "us" or "our"), will constitute an addendum to our agreement (the "Agreement") between you and us with regard to our retention by you as a consultant for public affairs and communications strategy commencing on date this Agreement is fully executed.

I. ENGAGEMENT AND EXTENT OF SERVICES

BerlinRosen Ltd. hereby agrees to provide strategic communications and media relations consulting services to the Cambodia National Rescue Movement (CNRM) as described in Appendix A, attached hereto. Client acknowledges and agrees that the services described in Appendix A will be performed for and in the interests of CNRM and will be under the direction and control of CNRM.

BerlinRosen Ltd. agrees to perform such services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties to act in a manner consistent with the objective of advancing the strategic communications objectives of CNRM.

II. TERM

The term of this Agreement will commence on date this Agreement is fully executed and will continue through August 10, 2018 ("Term"). Either party may terminate this agreement only in the event of the other party's material breach. The effective termination date will be 30 days after providing a written notice to the other party ("Notice Period"). The notice will specify in reasonable detail the nature of the breach. The party so notified will have the right to cure the breach during the Notice Period and, if it does so, the notice of breach will be of no further force or effect. The Client will continue to pay all fees due under this Agreement during the Notice Period. BerlinRosen Ltd. will continue to provide their services covered by this Agreement during the Notice Period. Upon termination of this Agreement, you agree to pay all fees, disbursements and other charges incurred prior to the effective date of such termination.

III. FEES

For our services described in Appendix A on CNRM's behalf, the Client will pay BerlinRosen Ltd. total of \$60,000 ("Fees") per the payment schedule described in Appendix A.

If billable time is incurred in excess of the Fees, our standard hourly time charges apply. Total Monthly Billings from BerlinRosen shall not exceed the amount of the Monthly Retainer without a mutual agreement between the parties and approval in advance from the Client for such excess work.

Our standard hourly time charges are as follows:

Principal: \$400
Managing Director: \$375
Executive Vice President: \$350
Senior Vice President: \$325
Vice President: \$250
Account Director: \$200
Account Supervisor: \$175
Senior Account Executive: \$150
Account Executive: \$125
Associate Account Executive: \$115
Account Coordinator: \$100
Intern: \$40

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IV. NO LOBBYING; FOREIGN AGENTS REGISTRATION ACT

BerlinRosen is not a lobbying firm and does not lobby. At no point in this engagement will BerlinRosen conduct lobbying activity on behalf of CNRM.

In connection with this engagement BerlinRosen may engage in "political activities" within the United States for or in the interests of CNRM and/or act as a "public relations counsel", "publicity agent", "information-service employee" or "political consultant" for CNRM within the United States, as those terms are defined for purposes of the Foreign Agents Registration Act, 22 U.S.C. 611, et. Seg. ("FARA"), and will comply with any required registration, reporting and other obligations required under FARA in connection with these activities.

V. APPLICABLE LAW / TOTALITY / WAIVER

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the principles of conflicts of law. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings, written or oral, relating thereto. No representation, promise, or inducement has been made by either party that is not embodied in this Agreement and neither party shall be bound by or liable for any alleged representation, promise, or inducement not so set forth. Neither party shall have the right to assign any of its right or obligations under this Agreement. No amendment or waiver of this Agreement shall be effective, binding, or enforceable unless in writing and signed by both you and us or, in the case of a waiver, by the party granting the waiver.

VI. DISPUTE RESOLUTION

BerlinRosen Ltd. and you both agree that any dispute concerning the services that cannot be resolved first by BerlinRosen Ltd. and respective officers of the Client shall be arbitrated in accordance with the commercial rules of the American Arbitration Association, and any award shall be final and enforceable by a court.

VII. USE OF CLIENT NAME

Notwithstanding anything herein to the contrary, BerlinRosen Ltd. shall have the right, upon the Client's acceptance of the work hereunder, to reference the Client and the general nature of the work in presentations to prospects, clients or investors and on BerlinRosen's website www.berlinrosen.com. BerlinRosen Ltd. shall from time to time create case studies, presentations, articles, and the like related to the work ("Materials") and to utilize the Materials in public speaking engagements, publications, and other similar uses. In no event will BerlinRosen Ltd. utilize the Materials or these rights in any way which: 1) misrepresents our contribution; 2) damages or disadvantages the Client's competitive position; or 3) violates our obligation of confidentiality to the Client hereunder or in any other document.

VIII. SEVERABILITY

- (a) If any provision or any portion of any provision of this Agreement shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of this Agreement shall not be affected thereby.
- (b) If the application of any provision or any portion of any provision of this Agreement to any person or circumstance shall be held invalid or unenforceable, the application of such provision or portion of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby.

IX. INDEMNIFICATION

Anything contained in the Agreement to the contrary notwithstanding, you shall indemnify, hold harmless and defend us and our successors and assigns against any and all Damages incurred or suffered by us as a result of any governmental investigation or civil action brought against you or any of your affiliates arising out of our prior or continuing advice to you. For purposes hereof, "Damages" shall mean all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses, and fees, including court costs and attorneys' fees and expenses.

X. COUNTERPARTS

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

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Please confirm that the foregoing correctly sets forth the understanding of the Parties by signing and returning the enclosed duplicate copy of this letter.

Very truly yours,

Valerie Berlin
Principal

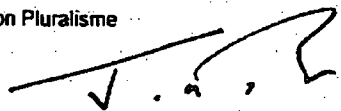
Jonathan Rosen
Principal

ACCEPTED AND AGREED:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

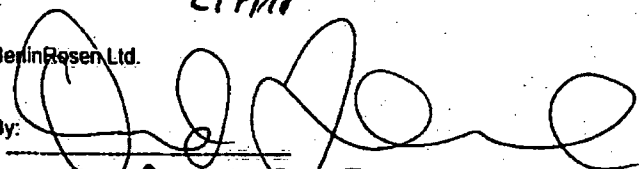
Fondation Pluralisme

By:


Name: *Thomas von Lehr*
Title: *Member of the board*
Date: *2/7/16*

BerlinRosen Ltd.

By:


Name: *DAVID LEVINE*
Title: *COO*
Date: *7/20/2016*

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Appendix A

Scope of Work:

Fees

- One media training for Secretary General of the CNRM, including travel expenses for media trainer
- Production of three additional 1.5-minute videos, including translation
- Creative and strategic guidance on additional videos
- Photography and videography fees for footage captured in Cambodia and Paris
- Meeting space for planning meeting and travel expenses for attendees

Fees: \$60,000 fee

Total cost of fees: USD \$60,000. The amount will be paid in two installments: \$30,000 upon execution of the Agreement and \$30,000 once the items in the scope of work have been completed.
