

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 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 DGA Group Government Relations LLC	2. Registration Number 7321
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3. Primary Address of Registrant
 1900 K St. NW, 5th Floor, Washington, DC 20006

4. Name of Foreign Principal OCP North America, Inc.	5. Address of Foreign Principal 235 Lake Street East, Suite 202 Wayzata, MN 55391
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6. Country/Region Represented
 MOROCCO

7. Indicate whether the 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:
 - 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(s) 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.

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

- a) Name and title of official(s) 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. is the North American affiliate of OCP Group, a global producer of phosphate and plant nutrition products serving agricultural markets and related supply chain operations in the United States.

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix for Response

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.

EXECUTION

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

Date	Printed Name	Signature
03/18/2026	Heather A. Klink	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Heather A. Klink
_____	_____	<input data-bbox="886 489 954 527" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 611" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 695" type="text" value="Sign"/> _____

EXECUTION

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

Date

Printed Name

Signature

3/9/2026

Heather A. Klink



Appendix Response to Item 11

Item 11: Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Supervised: OCP North America Inc. is an affiliate of OCP Group, which is owned by the Government of Morocco.

Item 10(b) Owned: OCP North America Inc. is an affiliate of OCP Group, which is owned by the Government of Morocco.

Item 10(b) Directed: OCP North America Inc. is an affiliate of OCP Group, which is owned by the Government of Morocco.

Item 10(b) Controlled: OCP North America Inc. is an affiliate of OCP Group, which is owned by the Government of Morocco.

Item 10(b) Financed: OCP North America Inc. is an affiliate of OCP Group, which is owned by the Government of Morocco.

Item 10(b) Subsidized: OCP North America Inc. is an affiliate of OCP Group, which is owned by the Government of Morocco.

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 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

DGA Group Government Relations LLC

2. Registration Number

7321

3. Name of Foreign Principal

OCP North America, Inc.

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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 02/12/2026
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will provide government affairs and strategic advisory services in connection with the foreign principal's business activities in the United States. The registrant will conduct policy analysis, monitor legislative and regulatory developments, and communicate with U.S. government officials as appropriate.

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

The registrant will monitor federal and state policy developments and will communicate with U.S. government officials and their staff regarding matters affecting the foreign principal's operations.

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 Appendix for Response

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including 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
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12. During the period beginning 60 days prior to the obligation to register³ to the date of registration 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
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13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

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

Date	Recipient	Purpose	Amount/Thing of Value
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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.

EXECUTION

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

Date	Printed Name	Signature
03/18/2026	Heather A. Klink	Sign /s/Heather A. Klink
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

EXECUTION

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

Date

Printed Name

Signature

3/9/2026

Heather A. Klink



Appendix Response to Item 10

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

In connection with this engagement, the registrant may engage in political activities, including but not limited to the preparation and dissemination of informational materials and communications with U.S. government officials.

Such activities may relate to legislation, regulation, or other governmental actions affecting the foreign principal's business interests in the United States.



February 11, 2026

Proprietary & Confidential

VIA ELECTRONIC MAIL

Mr. Kevin Kimm
Chief Executive Officer
OCP North America Inc.
235 Lake Street East, Suite 202
Wayzata, Minnesota 55391

Dear Mr. Kimm:

Following our recent conversations, we are pleased to present this proposal for DGA Group Government Relations LLC ("DGA Government Relations") to advise and assist OCP North America ("OCP" or the "Company") with its government affairs needs in Washington, D.C.

We are enthusiastic about the prospect of working together to support the Company's government affairs initiatives. DGA is uniquely equipped to support OCP North America because of:

- Our specialized knowledge of the U.S. agricultural regulatory and legislative players and trade landscape;
- Our bipartisan government relations expertise – rooted in strong connections across the executive and legislative branches and state and local governments;
- Our track record advising multinational corporations on investments in the U.S., driven by a blend of geopolitical strategy and relationship-building to navigate complex national security reviews.

BACKGROUND AND OBJECTIVES

OCP Group is the global leader in plant nutrition and phosphate derivatives, serving as a critical guarantor of global food security. In North America, OCP has successfully deployed a flexible supply chain strategy designed to expand market share through strategic partnerships and logistical agility. Rather than traditional heavy manufacturing acquisitions, this approach leverages OCP's global industrial capacity to deliver customized, high-quality plant nutrition solutions directly to the farm gate, ensuring resilience and reliability for American agriculture while navigating the current investment landscape.

This strategy is particularly prescient given the current political climate, where foreign investment in U.S. agriculture faces unprecedented scrutiny under the banner of "national security," with states aggressively legislating against foreign land ownership. Yet, this protectionist wave stands in stark juxtaposition to the Administration's recent Executive Order on Food Supply Chain Security. While the political climate seeks to restrict foreign *control*, the Executive Order creates a paradoxical mandate to crush domestic *inflation*. This divergence creates a unique opening for

OCP to position itself not as a foreign investor challenging U.S. sovereignty, but as the essential deflationary partner required to fulfill the White House's price-reduction goals.

To ensure resilience and longevity in the U.S. market, OCP is seeking a government relations partner to construct a "political fortress" around its commercial operations. The objective is not to reinvent OCP in the eyes of the marketplace, but to operationalize a government affairs campaign that validates the company's affirmative vision for the United States and "supply chain resilience" narrative. Our narrative will focus on how OCP drives affordability, linking its role to lower input costs for U.S. farmers, reduced food prices for American consumers, and strengthened partnerships with key U.S. stakeholders. This aims to position OCP as a trusted "affordability agent" with the Administration while mitigating risks for future expansions.

Success in this environment requires:

- **Validating** that OCP's product, methods, and goals are compatible with current U.S. sentiment.
- **Amplifying** OCP's voice within the "Competition Council" and U.S. Department of Agriculture to position OCP as a solution for the Administration.
- **Insulating** OCP's expansion from "Foreign Adversary" legislative drift by rigorously differentiating Morocco as a strategic Atlantic ally and proactively managing risk profiles for potential acquisitions.
- **Executing** a complementary government affairs engagement that converts commercial reliability into political capital.

OUR APPROACH

In pursuit of the objectives stated above, DGA proposes a two-phased approach. The scope of this engagement will cover **Phase I**, a strategic validation of the political landscape surrounding OCP's current roadmap, and **Phase II**, the implementation of the "Operation Root Strength" engagement strategy. We will also provide *ad hoc* advisory support throughout the engagement.

Phase I: Research, Strategy Development, & Operational Validation (January – March 2026)

Phase I is designed to provide OCP with a clear understanding of the political risks associated with potential growth and identifying key opportunities to align commercial activities with government priorities. This phase will include three sequential projects.

- **Deep Dive Session:** At the outset of the engagement, DGA proposes a deep dive session with OCP to gain a comprehensive understanding of the Company's business and government relations priorities in the U.S. to date. This session will cover stakeholder relationships at both the federal government and legislative branch, communication history, and internal resources available to support engagement in the U.S. The objective of this review is to establish the foundation for a targeted stakeholder engagement strategy. DGA will assess the full range of existing relationships and approaches, and evaluate which areas may need to be updated, strengthened, or re-calibrated to align with OCP's evolving business objectives in the United States.

DGA also welcomes participation from OCP's external consultants and existing agencies supporting the Company in the U.S. to streamline opportunities to optimize engagement and prevent redundant efforts.

- **Logistics & Political Risk Mapping (4-5 weeks)** Focusing on the river terminal network and "throughput" model operated by OCP, DGA will audit operations against state and federal "foreign ownership" statutes and national security regulations. Leveraging insights from senior policy contacts, we will validate OCP's target geography (Mississippi and Ohio River basins), simultaneously, we will review pending state-level 'Foreign Land Ownership' legislation in target expansion states (e.g., IL, IN, MO) to identify restrictions that exceed federal baselines.

Deliverable: A risk-assessment heat map validating OCP's logistics corridors against current state legislation and federal national security "Red Zones".

- **Stakeholder Engagement Strategy (4-5 weeks)** Following the risk mapping, DGA will develop a concrete engagement plan that will include pathways within the USDA and the National Economic Council (NEC) among other targets. This includes analyzing relevant "Food Supply Chain" task forces and acquisition mechanisms where OCP's supply capacity can be positioned as a strategic asset. DGA will help shape a forward-looking engagement strategy tailored to OCP's profile as an enterprise from a "friendly" nation partner (Major Non-NATO Ally). Potential stakeholders may include:
 - **Department of the Treasury:** Engagement with Investment Security officials to socialize OCP's "passive" infrastructure investment strategy and mitigate potential filing requirements.
 - **Department of Agriculture & NEC:** Offices focused on supply chain resilience and competition.
 - **Department of State & Department of Defense:** Bureaus focused on Energy Resources and Industrial Base Policy to reinforce OCP's role in the "Minerals Security Partnership" and validate the supply chain from a national security perspective.
 - **Interagency Food Supply Chain Security Task Forces:** Created by the December Executive Order.
 - **Congress:** Members and staff of the House and Senate Agriculture Committees.
 - **Industry Integrators:** Leading trade associations and large cooperative networks.

Deliverable: An opportunity tracker outlining key Administration programs, key stakeholders, and potential industry allies (specifically focusing on inland waterways operators, port authorities, and terminal associations that share OCP's interest in resilient river logistics) for joint engagement.

- **Strategic Positioning Framework (5-6 weeks):** DGA will develop a tailored positioning and narrative strategy to help OCP establish credibility with U.S. policymakers, addressing both "food security" and "farmer choice" audiences. DGA will collaborate with OCP to

determine how its “Spring Planting” narrative should be structured to serve as a foundation for Phase II engagement.

Deliverable: A PowerPoint presentation summarizing the strategic positioning framework, messaging considerations, and specific “Anti-Inflation” talking points.

Ongoing

- **Ad Hoc Advisory:** DGA will support OCP by closely monitoring key geopolitical and responding to policy developments that many impact the Company’s business operations in the U.S. Our goal is to cut through the noise, helping OCP executives see beyond the headlines and read between the lines of official discourse. These analyses will enable informed decision-making based on a nuanced understanding of the trajectory of political dynamics, the intent behind them, and their implications for long-term business planning. To promote continuous alignment, DGA will convene a bi-weekly call with OCP to review developments, share insights, and discuss recommended actions.
- **Bi-Weekly Policy Reports:** DGA will summarize policy developments, legislative activity (specifically “Foreign Land Ban” bills), and opportunities for engagement, grounded in both open-source information and informed perspective.

THE DGA GOVERNMENT RELATIONS TEAM

The core members of the DGA Government Relations team for this engagement will include:

- **Justin McCarthy, Partner Government Relations** Justin McCarthy has extensive experience navigating international trade issues. Previously, Mr. McCarthy served in the Office of the United States Trade Representative (USTR), supporting administration efforts on Free Trade Agreements. He will support OCP’s engagement with trade officials regarding the strategic benefits of phosphate imports. He has successfully guided multinational corporations through "covered real estate" assessments, helping to structure transactions that minimize national security review triggers.
- **Nicole Frazier, Partner, Government Relations** Nicole Frazier served in the White House Office of Domestic Policy and was the highest-ranking African American woman in Donald Trump’s first administration. With deep relationships across the Administration and Congress, and a wealth of expertise cultivated at DGA Group, along with a \$1.7 billion charitable foundation, the U.S. Senate, and the White House, Ms. Frazier connects leaders across the public and private sectors to deliver results, advance policy, and strengthen international alliances. Known for her pragmatic approach, she excels at bridging divides to achieve effective bipartisan policy solutions. She will lead engagement with the Administration.
- **John Russell, Partner, Government Relations** John Russell brings more than two decades of experience in and out of government. A veteran of Republican Speaker and Majority Whip offices, his private sector representation includes leading dynamic companies in manufacturing, mobility, and sovereigns. He will lead the engagement with Capitol Hill.

- **Sander Lurie, Partner, Government Relations** Sander Lurie brings over 30 years of legislative experience, including serving as Chief of Staff to Senators Debbie Stabenow (D-MI) and Frank Lautenberg (D-NJ). His deep ties to Senate leadership and the Agriculture Committee will be vital for navigating the “Farm Bill” landscape and building bipartisan support for OCP’s rural economic contributions.

TIMELINE AND PRICING

DGA proposes two pricing options for our support over an initial six (6) month period. We propose a monthly fee of \$42,500.

Extraordinary expenses related to specialized data mapping software or significant travel will be billed separately with prior OCP approval. Please note that any work requiring registration and reporting under the U.S. Lobbying Disclosure Act (“LDA”) or Foreign Agents Registration Act (“FARA”) would be conducted exclusively by DGA Government Relations personnel.

DGA shall comply, at its sole cost and expense, with all applicable federal, state, and local laws and regulations governing lobbying and government relations activities, including without limitation FARA, and LDA.

TERMS

DGA shall be solely responsible for determining the applicability of FARA, LDA, or any other lobbying or disclosure regime, and for preparing, filing, and maintaining all required registrations, supplements, and reports. DGA shall timely notify OCP of any filing that references OCP and shall reasonably cooperate with OCP in connection with such filings.

Nothing in this agreement shall restrict DGA from making disclosures required by FARA, LDA, or other applicable law; provided that, to the extent legally permissible, DGA shall provide OCP with advance notice of any such disclosure.

For support on specific projects or services outside the scope of this agreement, DGA Government Relations and OCP North America will discuss and mutually agree in advance upon appropriate business terms.

DGA Government Relations and the Company agree and accept an obligation to maintain the confidentiality of information of the other party, which is reasonably expected to be treated as confidential or proprietary under the circumstances surrounding the disclosure of such information. The receiving party shall safeguard the confidential and proprietary nature of the disclosing party’s confidential information with at least the same degree of care as it holds its own confidential or proprietary information of like kind, but in no event less than a reasonable degree of care. Such confidential information shall not include information which: (i) is or becomes public knowledge through no fault, omission, or other act of the receiving party, (ii) was within a receiving party’s possession prior to its being furnished to the receiving party by or on behalf of

the disclosing party pursuant hereto, or (iii) becomes available to receiving party from a third party that is not known by the receiving party to be bound by an obligation of confidentiality with respect to such information. Neither party will publicize the existence of this engagement without the advanced written approval of the other. For purposes of this confidentiality obligation, "Company" and "DGA Government Relations" shall each be deemed to include their respective affiliates, and Confidential Information includes Confidential Information belonging to or disclosed by a Party's affiliates in connection with this engagement.

In the event a receiving party is requested to disclose a disclosing party's confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a requirement under applicable law, the receiving party shall give the disclosing party prompt written notice of such request, to the extent legally permissible, so that the disclosing party may, at disclosing party's expense, seek an appropriate protective order or other remedy to prevent such a disclosure. If the disclosing party seeks a protective order or other remedy, the receiving party shall promptly cooperate with and reasonably assist disclosing party in such efforts. In the event the disclosing party is not granted such protective order, the receiving party shall disclose only that portion of confidential information which its legal counsel determines it is required to disclose. No prior notice shall be required of a receiving party disclosing confidential information pursuant to a routine regulatory examination conducted by a regulatory authority having jurisdiction over the receiving party.

We comply with all applicable laws and regulations, including those pertaining to foreign corrupt practices. We are often asked for information about our experience. You consent to our public disclosure that you are a client of DGA Government Relations and a general description of our work for you.

DGA Government Relations shall provide services hereunder as an independent contractor and shall, unless specifically agreed in writing, have no authority to act for or bind OCP North America in any way or otherwise be deemed an agent thereof.

As a condition of this engagement, each of OCP North America and DGA Government Relations agrees to indemnify, defend, and hold harmless the other party, and such other party's members, officers, employees, affiliates, agents, and consultants, against any and all claims, liability, damages, and expenses (including attorney fees and disbursements) asserted against or incurred in connection with any claims, proceedings (including but not limited to legal or regulatory proceedings), or investigations initiated by third parties arising out of or in any way related to this engagement, except to the extent due to any breach of this agreement, gross negligence, or intentional wrongdoing on the part of the indemnified party.

OCP North America and DGA Government Relations agree that in no event will either party's liability to the other party with respect to any claim (or series of related claims) arising hereunder exceed the aggregate amount of fees actually paid or payable to DGA Government Relations for this engagement during the twelve (12) month period prior to the assertion of the applicable claims.

OCP North America and DGA Government Relations have discussed the scope of work and acknowledge that nothing herein shall limit DGA Government Relations' ability to work on any

other matter or for any other client, including any matter, sector or geography similar to that provided hereunder, provided that DGA Government Relations reasonably concludes that there is no conflict with the work DGA Government Relations has been contracted to undertake for OCP North America. DGA Government Relations agrees to bring to the attention of the Company any work that it believes may raise any such conflicts and to work with OCP North America to resolve any such conflicts.

During the term of this agreement and for a period of one year thereafter, OCP North America and will not, without the prior written consent of DGA Government Relations, solicit or attempt to solicit, on behalf of OCP North America or any other person, directly or indirectly, any officer, member, employee or consultant of DGA Government Relations or any of its affiliates to terminate their relationship with DGA Government Relations, or hire or retain separately from DGA Government Relations or any such affiliate the services of any such persons.

The term of this engagement is effective as of the date of this agreement will terminate on June 30, 2026, unless earlier terminated in accordance with this agreement. Either party may terminate this engagement for any reason or no reason upon thirty (30) days' prior written notice to the other Party. Upon termination, OCP shall be responsible only for fees accrued and approved expenses incurred through the effective date of termination.

We expressly reserve the right to cease providing all services hereunder, and you expressly consent to our right to do so, if you fail to pay for amounts invoiced. You remain responsible for paying fees and expenses related to services performed before the end of this engagement, and we will not be liable for any loss arising from any such cessation of services.

This engagement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict-of-laws principles. Any dispute, claim, or controversy arising out of or relating to this engagement, the services provided hereunder, or the relationship of the parties shall be brought exclusively in the state or federal courts located in the State of New York, and each party hereby irrevocably submits to the personal jurisdiction of such courts and waives any objection based on venue or forum non conveniens.

All rights and obligations of the parties hereunder that have accrued prior to termination shall survive termination.

This engagement will end when we have completed the services described in this agreement, deliver to you our final invoice, or, unless otherwise agreed, after six continuous months of furnishing no billable services to you, whichever occurs sooner, without the need for further written confirmation. Any new engagement will require a new letter of engagement.

OCP North America acknowledges that DGA Government Relations will fully comply with all US laws applicable to its representation of OCP North America.

If the foregoing meets with your approval, please sign where indicated below and return a copy of this letter to the undersigned. Should you wish to discuss our proposal further or if you have any questions, please do not hesitate to contact me at any time. We are delighted by the prospect of working with you and your colleagues.

OCP North America

February 11, 2026

Sincerely,

DGA GOVERNMENT RELATIONS LLC



Partner

AGREED:

OCP NORTH AMERICA

By: Kevin Kimm

Name: Kevin Kimm

Title: Chief Executive Officer

Date: February 12, 2026