

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 IPG DXTRA, Inc. d/b/a Weber Shandwick	2. Registration Number 7394
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3. Primary Address of Registrant
 909 Third Avenue, NEW YORK, NY 10022

4. Name of Foreign Principal Moroccan National Tourist Office	5. Address of Foreign Principal 104 West 40th St, Suite 418 New York, NY 10018
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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:

<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 (<i>specify</i>) _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
 Moroccan National Tourist Office

b) Name and title of official(s) with whom registrant engages
 Siham Fettouhi

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.

b) Is this foreign principal:

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

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

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
04/05/2024	Joshua Kaufman	/s/Joshua Kaufman
_____	_____	_____
_____	_____	_____
_____	_____	_____

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
April 5, 2024	Joshua Kaufman	
_____	_____	_____
_____	_____	_____
_____	_____	_____

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

IPG DXTRA, Inc. d/b/a Weber Shandwick

2. Registration Number

7394

3. Name of Foreign Principal

Moroccan National Tourist Office

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? 03/18/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Moroccan National Tourist Office has hired the registrant to provide public relations and related services in the United States.

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

The registrant will provide public relations and related services to promote Morocco as a tourist destination. This will include sending out invitations and press releases to the media and event logistics.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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.

The registrant will provide public relations and related services to promote Morocco as a tourist destination. This will include sending out invitations and press releases to the media and event logistics.

11. Prior to the date of registration² 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.

The registrant sent invites to members of the media to attend live events in 3 US cities. The events will promote Morocco as a tourist destination.

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

Date	Contact	Method	Purpose
			No Political Activity Contacts to Report

12. During the period beginning 60 days prior to the obligation to register³ 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 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
04/05/2024	Joshua Kaufman	/s/Joshua Kaufman
_____	_____	_____
_____	_____	_____
_____	_____	_____

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
April 5, 2024	Joshua Kaufman	
_____	_____	_____
_____	_____	_____
_____	_____	_____



March 18, 2024

Siham Fettouhi
Executive Director for North America
Moroccan National Tourist Office
104 W 40th Street, Suite 418
New York, NY 10018

Re: Weber Shandwick Agreement for Professional Services

Dear Siham:

This letter agreement (“Agreement”) sets forth the terms and conditions under which IPG DXTRA, d/b/a Weber Shandwick (“Agency”) agrees to provide public relations, marketing communications and related consulting services to the Moroccan National Tourist Office (“Client”), effective as of March 18, 2024 (the “Effective Date”).

1. Services. Agency shall provide to Client the services set forth in Statements of Work (each, a “Statement of Work” or an “SOW”), which shall be signed and dated, and shall be subject to the terms and conditions set forth herein. The services set forth on each Statement of Work are referred to herein collectively, as the “Services”. The initial project to be undertaken by Agency is attached. In the event of a conflict between the terms of any SOW and this Agreement, the terms of the SOW shall govern with respect to the Services to be performed thereunder.

2. Compensation & Expenses.

For the Services and outlays on Client’s behalf, Client agrees to pay Agency compensation as follows:

a. Fees. Client shall pay Agency the fees (“Fees”) set forth on each SOW. In order to maximize Agency’s ability to find and retain the best talent, Agency may utilize individuals who are not Agency’s full-time employees (“Special Employees”). Client agrees that Agency may utilize a third-party payroll service or other consultant to retain the Special Employees. Agency shall be responsible for ensuring that all Special Employees comply with all terms of this Agreement, including Section 6 (Confidentiality), and shall invoice the Client for Special Employees at the same level (based on skill) and in the same manner as Agency’s regular employees.

b. Expenses. Client shall reimburse Agency for Agency’s reasonable, actual out-of-pocket expenditures, including but not limited to travel, shipping, printing, messenger and courier services. Any expenses paid directly by Agency shall be invoiced to Client at the net cost. Expenses are not to exceed \$10,000 without prior written approval from Client. Agency reserves the right to pre-bill any expense in excess of \$10,000.

3. Billing.

a. Agency shall bill Client for the Fees as set forth on each SOW and for reimbursable expenses incurred by Agency during the previous and/or prior months. In the absence of any invoicing schedule in the SOW, such fees shall be invoiced monthly in arrears. Payment is due no later than thirty (30) days from the invoice date.

b. In case of delinquency of Client's payments or any impairment of Client's credit as Agency reasonably deems might endanger future payments, Agency reserves the right to change the requirements as to terms of payment under this Agreement. Should Client be in default with respect to payment under this Agreement, Agency reserves the right to suspend some or all services hereunder until arrangements satisfactory to the Agency are made. Client agrees to reimburse Agency for any costs incurred (including reasonable attorneys' fees and court costs) in connection with Agency's attempts to collect any sums that are over thirty (30) days past due. In the event of a disputed charge, Client shall notify Agency in writing of the disputed amount within thirty (30) days of the invoice date, specifically identify the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation. In the event of a termination due to Client's failure to pay, Client shall be liable for the obligations set forth in the second and third sentences of Section 12.

4. Term; Termination.

a. This Agreement is effective as of the Effective Date first stated above and will continue in full force and effect until either party gives the other party at least ninety (90) days' prior written notice to terminate. During any notice period, the Agreement will remain in full force and effect and the rights, duties and responsibilities of Agency and Client shall continue, including the placing of advertising materials in any media whose dates fall within the notice period. With respect to the notice period, as applicable:

i. for Services provided on the basis of a fixed or minimum monthly fee, Agency will be entitled to receive the fixed or minimum monthly fee through the date of termination of the Agreement, and the fixed or minimum monthly fee for any partial month shall be prorated based on the number of days elapsed in such partial month prior to the date of termination of this Agreement;

ii. for Services provided on an hourly basis, Agency will be entitled to receive, at a minimum, fees in an amount not less than the fees due to Agency for the ninety (90) day period immediately preceding the date notice is delivered; and the hourly time charges for any Services provided during the Notice Period, including any transition services, shall be credited against the minimum fee described herein; and

iii. for Services provided on a project fee basis, Agency will be entitled to receive fees for all hours actually worked towards completion of the project, at Agency's standard hourly rates, provided that such amount shall not exceed the total fee budget approved for the project.

Any expenses to be incurred during the notice period will require Client's prior approval for such and Client understands that expense invoicing may occur after the termination date. The entire period during which this Agreement is in effect is referred to herein as the "Term".

b. Upon termination, any materials or services Agency has committed to purchase for Client shall be paid for by Client, and Agency shall receive applicable compensation as outlined herein. Agency shall transfer, assign and make available to Client or Client's representative all property and materials in Agency's possession or control belonging to and paid for by Client, provided that there is no overdue indebtedness then owing by Client to Agency.

5. Procurement of Third Party Goods and Services. Client authorizes Agency to enter into contracts with pre-approved third parties offering goods and services that are ancillary or related to the Services and necessary for Agency to provide the Services, including without limitation technology

partners, talent, media owners, data services, analytics services and research services (“Vendors”). Agency shall either (i) enter into Vendor contracts as an agent for a disclosed principal and Client assumes all liability under such Vendor contracts or (ii) pass-through or assign to Client the rights Agency obtains from the Vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable. Agency will use commercially reasonable efforts to guard against any loss to Client resulting from the failure or improper performance by Vendors, but Agency’s liability in connection with such Vendors shall not under any circumstances exceed the amounts recoverable by Agency from such Vendors.

6. Confidentiality. Each party (the “Receiving Party”) will treat as confidential and properly safeguard any and all information, documents, papers, programs and ideas relating to the other party (the “Disclosing Party”), its operations, finances and products, disclosed to the Receiving Party and designated by the Disclosing Party as confidential or which should be reasonably understood to be confidential (“Confidential Information”). Confidential Information shall not include information that (a) is or falls into the public domain; (b) is disclosed to the Receiving Party by a third party which is not under an obligation of confidentiality to the Disclosing Party; (c) was already known to the Receiving Party; and/or (d) is independently developed by the Receiving Party without reference to Confidential Information. In the event the Receiving Party is required by a subpoena or other legal process to disclose the Disclosing Party’s Confidential Information, the Receiving Party shall: (i) if legally permitted, inform the Disclosing Party of such requirement; and (ii) only provide such Confidential Information of the Disclosing Party that is legally required. In the course of performing the Services, Agency may disclose Confidential Information as Client shall have approved for disclosure. This provision shall survive the termination of this Agreement and shall remain in full force and effect for a period of three (3) years following the completion of Services.

7. Ownership; Use of Materials.

a. As between Agency and Client, Client shall be sole owner of all rights in and to materials developed and produced by Agency on Client’s behalf, provided Client has paid all invoices due and owing to Agency pursuant to this Agreement. Notwithstanding anything in this Agreement to the contrary, Client understands and agrees that its rights in any third-party materials or any services including, without limitation, stock photos, licensed materials or talent and talent residuals (“Third Party Materials”), are subject to any terms and conditions set forth in any applicable agreement. If Agency wishes to utilize any Third Party Materials that are subject to limitations on Client’s ability to use such Third Party Materials, Agency shall disclose such limitations to Client in writing and obtain Client’s written consent to utilize such Third Party Materials in the Services, and thereafter, Client agrees to comply with such terms and conditions.

b. Notwithstanding anything in this Agreement to the contrary, Agency retains all of its rights, title and interest in and to (including, without limitation, the unlimited right to use) (i) all materials owned by or licensed to Agency prior to, or independent from, the performance of services under this Agreement, and all modifications thereof, and (ii) all generic or proprietary information, and all ideas, methodologies, software, applications, processes or procedures used, created or developed by Agency in the general conduct of its business.

8. Non-Solicitation. During the Term hereof and for a six-month period thereafter, neither party shall solicit, employ, or attempt to employ, directly or indirectly (whether as employee, consultant or otherwise) any employee of the other party (or any former employee whose employment terminated within the previous six months) without the other party’s prior written consent. If during the Term hereof or six months thereafter a party engages the services of an employee of the other party without the other party’s prior written consent, the hiring party agrees to pay the other party a fee calculated as thirty percent (30%) of that person’s new annual salary and any other compensation.

9. Client Obligations. Client shall be responsible for: (a) the accuracy and completeness of information concerning Client's organization, products, services and Client's competitors' products and services, provided to Agency by Client or by a third party authorized by Client; (b) any ideas or directions, provided to Agency by Client or by a third party authorized by Client; (c) rights, licenses and permissions to use materials furnished to Agency by Client or by a third party on Client's behalf; (d) compliance with all laws and regulations applicable to Client's business (including all securities laws); and (e) the content of any press releases or other disseminated statements, information or materials approved by Client.

10. Indemnification.

a. Client shall defend, indemnify and hold Agency harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) (collectively "Loss") resulting from claims made against Agency by any third party, including any governmental entity, which arise out of or in connection with (i) Client's obligations under Section 9 above; (ii) information or materials supplied to Agency by Client or a third party authorized by Client; (iii) as a result of any governmental investigation, proceeding or administrative hearing regarding the Services, unless due to Agency's negligence; (iv) Client's products or services; (v) Client's failure to pay any and all amounts owed to third parties or any claims raised by third parties against Agency related to Vendors; and (vi) Client's use of any third-party materials in violation of the terms and conditions set forth in the agreements governing the use of such third-party materials. In matters in which Client is a party, subject or target and Agency is not a party, Client shall pay or reimburse Agency for all reasonable outside attorneys' fees and expenses Agency incurs in connection with Agency's response to subpoenas, depositions, discovery demands, and other inquiries arising from suits, proceedings, legislative or regulatory hearings, investigations, or other civil or criminal proceedings in which Client is a party, subject, or target. Client shall be entitled to designate counsel to represent Agency in such matters, provided that Agency shall be entitled to provide its own counsel at its own expense, to work with Client's designated counsel.

b. Agency shall indemnify, defend and hold Client harmless for all Loss with respect to any third-party claim or action against Client arising out of or in connection with (i) material prepared by Agency on Client's behalf to the extent it asserts a claim for infringement of copyright, piracy, or plagiarism; or (ii) Agency's failure to follow Client's express written instructions. Notwithstanding the foregoing, Agency shall not be liable to Client if any Loss arises out of or in connection with the materials, data or information supplied by Client to Agency, or as a result of Client's use of any materials, data or information in violation of the terms of any third-party agreements relating thereto.

c. Upon the assertion of any claim or the commencement of any suit or proceeding against either party (such party, the "Indemnitee") that may give rise to liability of the other party (such party, the "Indemnitor") hereunder, the Indemnitee shall notify the Indemnitor of the existence of such claim and shall give the Indemnitor reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection. The Indemnitee shall at all times have the right fully to participate in such defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business. The Indemnitee shall make available to the Indemnitor all books and records relating to the claim, and the parties agree to render to each other such assistance as may reasonably be requested in order to insure a proper and adequate defense.

d. This Section 10 shall survive the expiration or termination of this Agreement.

11. Limitation of Liability. Except for the indemnity obligations hereunder, in no event whatsoever shall either party be liable to the other hereunder for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement, even if said party has been advised of the possibility of or could have foreseen such damages. This Section 11 shall survive the termination of this Agreement.

12. Modification of Plans. Client reserves the right to modify, revise, or cancel any plans, schedules, or work, and in the event Client notifies Agency that Client wishes to do so, Agency will take steps as soon as practicable to give effect to Client's instructions. In connection with any such modification, revision or cancellation, Client agrees to pay Agency according to the terms of this Agreement for any work done, including but not limited to (a) reimbursing Agency for all expenses incurred prior to the effective date of such modification, revision or cancellation; (b) assuming Agency's liability for all contracts and commitments Agency is unable to cancel; and (c) reimbursing Agency for any cancellation penalties incurred. In addition, in the event of a modification revision or cancellation, Client shall indemnify, defend and hold Agency harmless for all Losses that result from carrying out Client's instructions.

13. Nature of Services. After material has been issued by Agency to the news media or to another third party, its use is no longer under Agency's control. Agency cannot assure the use of news material by any news organization. Similarly, Agency cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by Agency. It is understood and agreed that Agency does not stipulate or guarantee specific or overall results or returns from public relations, publicity, research or any other activity performed by Agency.

14. Force Majeure. Neither party shall be liable for any delay or failure to carry out or make continuously available its obligations under this Agreement if such delay or failure is due to any cause beyond such party's control, including without limitation restrictions of law or regulations, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.

15. Governing Law. Any controversy or claim arising out of or related to this Agreement shall be governed by the substantive laws of the State of New York without regard to its conflict of law rules and shall be heard by a court of competent jurisdiction within New York, New York. Both parties irrevocably consent to the jurisdiction of the state and federal courts located in New York, New York.

16. Waiver. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver. Nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision.

17. Notice. All notices required under this Agreement shall be in writing and signed by the party delivering such notice and delivered to the Client and the Agency at their respective addresses set forth on the first page or via facsimile with electronic confirmation of delivery; it being understood and agreed that email correspondence shall constitute written approval pursuant to this Agreement. Any notice of termination delivered by Client shall also be sent to: The Interpublic Group of Companies, Inc., 909 Third Avenue, New York, NY 10022, Attn: Business & Legal Affairs; legalnotice@interpublic.com.

18. Publicity. Agency may use Client's name and any non-confidential materials produced hereunder in Agency's portfolio, on Agency's web site, intranet, and for internal and trade purposes. Agency will be required to obtain Client's advance approval to utilize Client's trademarks or any Client materials or information in press releases, Agency brochures, or award submissions.

19. Entire Agreement; Severability. This Agreement constitutes the parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement concerning the subject matter hereof. This Agreement may only be modified in a writing signed by the parties hereto. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

20. Execution. This Agreement may be executed by electronic signatures and/or in counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one Agreement.

21. Taxes. Client shall be solely responsible to pay all taxes, however designated and of whatever nature, that are levied or imposed by reason of the transactions contemplated by this Agreement, including, without limitation, all sales, use, transfer, privilege, excise and other taxes, duties or surcharges, whether international, national, state or local, excluding, however, taxes based on Agency's net income. Agency shall not be liable for, and Client shall hold harmless and indemnify Agency against, liability for all such taxes, duties and/or surcharges.

If the above meets with your approval, kindly indicate your consent by signing where indicated and return a copy to us.

Very truly yours,

Weber Shandwick

By: Seth Brett
Name: Seth Brett
Title: EVP Finance

Date: 3/27/24

ACCEPTED AND AGREED

Moroccan National Tourist Office

By: 
Name: Siham Fettouhi
Title: Executive Director for North America

Date: March 18, 2024