

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 COUNTERPOINT STRATEGIES LTD	2. Registration Number 7113
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3. Primary Address of Registrant  
 C/O Buchbinder Tunick & Company LLP, One Penn Plaza, Suite 3200, New York, NY 10119

4. Name of Foreign Principal Canadian Energy Centre	5. Address of Foreign Principal 801 6 Ave SW Calgary, AB CANADA T2P 3W2
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6. Country/Region Represented  
 CANADA

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

- Government of a foreign country<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (*specify*) \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant
  
- b) Name and title of official with whom registrant engages

<sup>1</sup> "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.

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

- a) Name and title of official with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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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.

Organization to promote Alberta's oil and gas industry.

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 type="checkbox"/>            | No <input checked="" 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 type="checkbox"/>            | No <input checked="" 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"/>            |

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

See Appendix for Response

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

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**EXECUTION**

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

Date	Printed Name	Signature
05/05/2022	James McCarthy	/s/James McCarthy
_____	_____	_____
_____	_____	_____
_____	_____	_____

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
5/5/2022	JAMES MCCARTHY	
_____	_____	_____
_____	_____	_____
_____	_____	_____

## **Appendix**

### **Response to Item 11**

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

Item 10(b) Supervised: Supervised: The Canadian Energy Center Ltd. was created by the United Conservative Party to counter disinformation about Alberta's oil and gas sector. It is run by a three member board comprising of the Minister of Energy, Minister of Justice and Minister of Environment and Parks.

Item 10(b) Directed: Directed: The CEC is run by a three member board comprising of the Minister of Energy, Minister of Justice and Minister of Environment and Parks.

Item 10(b) Controlled: Controlled: The CEC is run by a three member board comprising of the Minister of Energy, Minister of Justice and Minister of Environment and Parks.

Item 10(b) Subsidized: Subsidized: The CEC is funded by the Alberta Provincial Government.

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  
COUNTERPOINT STRATEGIES LTD

2. Registration Number  
7113

3. Name of Foreign Principal  
Canadian Energy Centre

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? 04/01/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

CounterPoint is a subcontractor of the foreign principal. As such, our direct contract is with another entity, DDB Canada.

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

Provision of consulting services with respect to the advertising and promotion of CEC, including strategic consultation on specific, targeted advertising campaigns.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

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.

Influence American public opinion with respect to the Canadian oil and gas industry via blog posts and social media.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes  No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

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

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> 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 register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes  No

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

Date	Recipient	Purpose	Amount
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<sup>1</sup> "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.

<sup>2,3,4</sup> 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
05/05/2022	James McCarthy	/s/James McCarthy
_____	_____	_____
_____	_____	_____
_____	_____	_____

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
5/5/2022	JAMES MCCARTHY	



March 14, 2022

Martha Jamieson  
SVP, Strategic Services  
DDB Canada  
1900, 10025 - 102A Avenue  
Edmonton AB T5J 2Z2  
[martha.jamieson@ddbcanada.com](mailto:martha.jamieson@ddbcanada.com)  
Direct: 780.917.6601  
Mobile: 780.915.5193

Dear Martha,

This Agreement is between CounterPoint Strategies, Ltd. (“CPS”), and DDB Canada, a division of Omnicom Canada Corp. (“DDB” or “Organization”) pursuant to which CPS shall be engaged as a CPS to provide certain services for the benefit of DDB’s client the Canadian Energy Centre (“Client”).

A. Scope of Services:

CounterPoint Strategies, Ltd. (“CPS”) is retained to provide DDB with strategic communications services in support of its Client and as further outlined in the attached Exhibit A – Memorandum (Memo), and any subsequent Exhibit setting forth scope of work with respect to other public relations matters.

B. Term of Agreement and Termination:

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party with or without cause.

Either party may terminate this Agreement immediately for “Cause” (defined below), at any time, by providing written notice to the other party, and CPS shall only be entitled to accrued compensation and/or properly approved expenses incurred by CPS as of such notice. “Cause” means:

- i. CPS’s material breach of their obligations under this Agreement, not cured after 10 days’ notice by Organization where such breach is capable of cure;
- ii. CPS’s gross negligence in the performance of the Services or intentional nonperformance of the Services; or,



iii. Organization's failure to pay any invoice within sixty (60) days.

C. Fees for Services:

Fee:

In consideration of CPS's full and complete rendition of the Services in accordance with the terms of this Agreement, CPS shall be paid on a flat fee basis, as set out in Schedule A. The Fee is based on estimated, blended hourly rates of the various members of the professional team assigned to your account. Notwithstanding anything set forth herein to the contrary, DDB shall not be responsible to CPS for any of the Fee to the extent that such amounts have not been paid to DDB by Client. All hours must be preapproved by DDB in writing. CPS may not exceed the itemized expense budget set forth in the Contract without pre-approval in writing by DDB for each such expense. Payment terms are outlined in Exhibit A. CPS shall invoice DDB for services on a monthly basis and DDB agrees to make payment of such invoices within forty-five (45) days of receipt conditional upon DDB having received funds from CEC.

Expenses Related to Services:

DDB understands that the public relations projects will entail, in addition to the fees provided for CPS services, out-of-pocket expenses. In order to be reimbursed for such expenses, CPS shall be required to secure DDB's prior written approval prior to incurring the expense. DDB will reimburse such expense upon presentation of appropriate receipts and proof of payment. DDB shall have no obligation to pay for any out-of-pocket expenses or other direct costs that are not approved in advance in writing. Failure to submit expenses for reimbursement within ninety (90) days after the occurrence of such expenses may not be reimbursable, at DDB's discretion. In no event shall DDB be charged for routine photocopy, printing or other routine administration costs which are the cost of doing business.

D. Confidentiality:

CPS agrees and acknowledges that, contemporaneously with the execution of this Agreement and throughout the course of the engagement with DDB, Organization, may disclose to CPS various "Confidential Information" (defined below) which CPS would not otherwise receive. Except as set forth herein, at all times during CPS's engagement and thereafter, CPS will hold in strictest confidence and will not disclose, use, provide access to, or publish any Confidential Information. Except as set forth herein, CPS agrees that all Confidential Information, whether prepared by CPS or otherwise coming into CPS's possession, shall remain the exclusive property of Organization. CPS hereby assigns to Organization any rights CPS may have or acquire in such Confidential Information and recognizes that all Confidential Information is the sole property of Organization and its



assigns.

“Confidential Information” means information in any format, whether written or oral, whether marked “confidential” or not, as set forth below:

All information of a private, proprietary, or confidential nature, that Organization insists remain private or confidential, and information relating to Organization’s: (1) attorney work product; (2) operations and methods; (3) existing and proposed strategies; (4) financial information; (5) contractual relationships and compensation arrangements, including the terms of this Agreement; (6) internal affairs and assets, including donor lists, polling data, and other non-public information; and (7) business partners and relationships; (8) information which Organization identifies by writing as Confidential; (9) or any other information which a reasonable person would determine is clear from the facts that it is in the best interest of the Organization to keep confidential, now or hereafter.

Upon termination of the Agreement, CPS agrees to return to DDB Confidential Information upon request by DDB. CPS agrees that it will hold in confidence the content of this Agreement, all Confidential Information, and any information whatsoever concerning the activities or business of DDB provided pursuant to this Agreement, unless such disclosure is (a) mutually agreed upon in writing; (b) reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder, and provided that any such disclosure is made only to the minimum extent necessary to carry out such obligations; (c) of information which had generally become known to the public other than through the disclosure thereof by the disclosing party; (d) of information that is or hereafter becomes known by the disclosing party on a non-confidential basis from a source which is not legally prohibited from disclosing it; (e) to attorneys, accountants or other professional advisors of the disclosing party under confidentiality agreements substantially identical to this one; or (f) pursuant to compulsory legal processes including subpoena.

If CPS or any of its Representatives receives a request or demand to disclose any Confidential Information issued by a court or government agency, CPS agrees to promptly notify DDB of the existence, terms, and circumstances surrounding that request or demand and use reasonable efforts to prevent or limit the disclosure of that Confidential Information, including, but not limited to, cooperating with DDB in seeking a protective order.

E. Ownership of Work Product:

Organization retains and reserves the right of exclusive ownership and use of any copy, product, publication, or any facsimile thereof which may result from CPS’s performance of the Services. CPS and Organization agree that the work described in Section 1 will be considered a “work for hire” for the purpose of the U.S. copyright law, 17 U.S.C. § 101 et seq., and that CPS hereby irrevocably assigns and transfers to Organization all rights, title,



and interest in and to CPS's work and Services to Organization and agrees to execute all documents reasonably requested by Organization for the purpose of applying for and obtaining any patent and copyright registrations.

F. Warranties and Indemnification:

Each party represents and warrants that (a) it has the full right, power and authority to enter into this Agreement and perform the Services and its other obligations hereunder, and that its execution of this Agreement and its performance of the Services shall not result in a breach of or default under any other agreement to which it is a party or by which it is bound; and (b) it shall not, during the Term, accept any work or enter into any agreement or obligation inconsistent or incompatible with its obligations under this Agreement. CPS further represents and warrants that it shall fully comply with all of the representations and warranties made by and applicable to DDB (and/or the CPSs of DDB) as set forth in the Contract (as such term is defined below). CPS shall defend, indemnify and hold harmless DDB and Client in connection with and arising out of its Services to the same extent DDB indemnifies Client as set forth in the Contract.

CPS further represents and warrants that it has the capability, expertise, and means required to perform the Services in a first-class, professional manner, and that it will provide adequate qualified staff to complete the Services as set forth in the Contract. CPS shall cause all Services to be performed in a timely and professional manner by qualified persons, fully familiar with the project methodology and DDB's needs/expectations, as set forth in the Contract.

CPS agrees that it will indemnify and hold DDB, its officers, employees, affiliates and respective representatives, agents and members harmless against and from any and all claims, demands, judgments, liability, executions, actions and causes of action, which arise out of the negligence or willful misconduct of CPS, any breach of this agreement, or any violation by CPS and/or its representatives, of any local, state, or federal law, rule or regulation applicable to the performance of their obligations under this Agreement. Indemnification under this provision shall survive termination of this Agreement.

DDB agrees that it will indemnify and hold CPS, its officers, employees, affiliates and respective representatives, agents and members harmless against and from any and all claims, demands, judgments, liability, executions, actions and causes of action, which arise out of the gross negligence or willful misconduct of DDB, any breach of this Agreement, or any violation by DDB and/or its representatives, of any local, state, or federal law, rule or regulation applicable to the performance of their obligations under this Agreement. DDB shall assume no liability for any damages that may result from CPS's (and its representatives') negligence in the performance of their obligations hereunder.

DDB SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY AND/OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR LOSS OF BUSINESS, REGARDLESS OF THE FORM OF THE ACTION



OR THE THEORY OF RECOVERY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM IN WHICH ANY ACTION IS BROUGHT.

G. Insurance.

CPS shall fully comply with and be subject to all insurance requirements as set forth in the Contract that is applicable to DDB and/or its CPSs as if such requirements were directly applicable to CPS. All policies (with the exception of Workers Compensation) will name DDB as an additional insured and CPS will provide DDB with thirty (30) days written notice of cancellation or material adverse change in terms or conditions. Prior to commencing any Services, CPS shall deliver to DDB certificate(s) of insurance that comply with the foregoing.

H. Audit Right.

CPS shall fully comply with and be subject to all audit requirements as set forth in the Contract that is applicable to DDB and/or its CPSs as if such requirements were directly applicable to CPS.

I. The Contract. CPS acknowledges and agrees that its Services as set forth herein shall support certain services being provided by DDB to Client pursuant to the agreement dated December 15, 2021 between DDB and Client. As a condition to providing such Services to DDB, CPS agrees to assume toward DDB, with respect to the Services, all the relevant obligations and responsibilities that DDB, by the Contract, assumes toward Client in the performance of services to Client. It is expressly understood and agreed by CPS that absent a direct conflict between the provisions of the Contract and the provisions of this Agreement, such relevant provisions contained in the Contract shall be deemed to be in addition to those contained herein. In the event of a conflict between any of the terms hereof and any of the terms of the Contract, the terms of the Contract shall govern.

J. Third-Party Beneficiary:

It is acknowledged and agreed by the parties hereto that Client is an intended third-party beneficiary of this Agreement and entitled to enforce all of its and DDB's rights and remedies related thereto.

K. Choice of Law/Venue:

This Agreement shall be governed and construed in accordance with the laws of the State of New York. Both parties agree to submit to the exclusive jurisdiction of the courts of the State of New York to litigate any matters relative to this Agreement. In addition, the parties



may agree in writing to non-binding mediation or binding arbitration to resolve any disputes.

L. Assignment.

Neither party may assign this any of its rights or obligations under this Agreement without the express prior written consent of the other party and any attempted assignment in violation of the foregoing shall be void. Notwithstanding the foregoing, DDB shall be entitled to assign this Agreement, in whole or in part, to Client without such prior consent.

M. Severability; Non-Waiver.

If any provision of this Agreement is held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect. The failure or delay of either party to enforce at any time any provision of this Agreement shall not constitute a waiver of such party's right thereafter to enforce each and every provision of this Agreement.

N. Notices:

Any notice given by either party shall be sent to the following address:

CounterPoint Strategies, Ltd.:  
James A. McCarthy, President & CEO  
C/O Buchbinder Tunick  
One Penn Plaza, Suite 3500  
New York, NY 10119  
[jim@counterpointstrategies.com](mailto:jim@counterpointstrategies.com)

DDB Canada:  
Martha Jamieson  
SVP, Strategic Services  
DDB Canada  
1900, 10025 - 102A Avenue  
Edmonton AB T5J 2Z2  
[martha.jamieson@ddbcanada.com](mailto:martha.jamieson@ddbcanada.com)  
Direct: 780.917.6601  
Mobile: 780.915.5193

Please indicate DDB's agreement with all of the above by executing and returning this letter to the undersigned.





By: \_\_\_\_\_  
James A. McCarthy  
President & CEO

ACCEPTED AND AGREED TO THIS  
14TH DAY OF MARCH 2022



By: \_\_\_\_\_  
Martha Jamieson  
Authorized Signatory



## MEMORANDUM – EXHIBIT A

May 5, 2022

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### Scope of Services

- **Web Site:** CPS will build, host, brand, populate, and administer a standalone, purpose-built website that will house the content we create.
- **Rapid Response to News and Commentary:** We will identify, engage with, and respond to notable coverage, both positive and negative, of our issues.
- **Social Media Engagement:** We will monitor social media threads for relevant discussions and reply with principled and substantiated support for our position.
- **Amplify With Paid Digital as Necessary / Possible:** To the extent that we are able consistent with social media platform policies, we will use promoted content to amplify our voice in the discourse.

### Budget

Flat rate of **\$120,000 USD**, payable in three monthly installments, with at least **\$15,000 USD** in paid digital ads.