

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 <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Ketchum Inc., 1285 Avenue of the Americas, New York, New York 10019	2. Registration No. 5758
3. Name of Foreign Principal Extenda	4. Principal Address of Foreign Principal 817 Broadway Ave, 2nd Floor New York City, NY 10003

5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual-State nationality _____

6. 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 deals

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

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

EXTENDA is the Trade Promotion Agency of Andalusia (EXTENDA) and is dedicated to the international promotion of Andalusian products and the expansion of Andalusian business in foreign markets.

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 checked="" 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"/> |

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

EXTENDA is owned by Andalusia's Regional Government, in conjunction with the Andalusian Chambers of Commerce.

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

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
October 02, 2014	Craig Mersky, General Counsel & Secretary	/s/ Craig Mersky

eSigned

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 <http://www.fara.gov>.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage 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 Ketchum Inc.	2. Registration No. 5758
3. Name of Foreign Principal Extenda	

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Ketchum will provide communications counsel and services further to the objectives set forth in the written contract.

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

Ketchum will provide communications counsel and consumer, media and influencer relations services.

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

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
October 06, 2014	Craig Mersky, General Counsel & Secretary	/s/ Craig Mersky
		eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



In New York, on the 29th day of July, 2014

APPEARING

Mrs. Vanessa Bernad González, Representative Adviser of **EXTENDA – AGENCIA ANDALUZA DE PROMOCIÓN EXTERIOR S.A.**, hereinafter **Extenda**, acting on behalf of and legitimate representation for this act in her capacity as an authorized agent of the above referenced business entity, whose power of attorney is recorded in a public deed dated 18th of October of 2013, before a Notary Public from the Illustrious Bar Association of Seville, to wit: Mrs. Piedad María Parejo-Merino y Parejo, under number 159 of his general record, having said business entity its registered office in Seville, Calle Marie Curie 5, Isla de la Cartuja and holding Tax Identification Number CIF A-41147596.

AND

Mrs. Debra Forman, on behalf and as representative of the **KETCHUM, INC. (en adelante KETCHUM)**, holding tax identification number 13-3973099, with registered office 2790376 in 1285, Avenue of the Americas, New York, NY 10019.

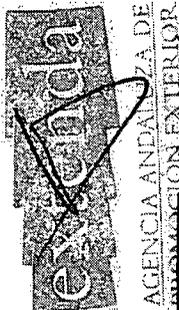
With the power and legitimate authorization to enter into contracts that they mutually acknowledge, the interested parties have agreed to enter into this contract agreement within the scope of their powers of representation and

STATE:

ONE: That **EXTENDA** promoted, through negotiated procedures without advertising in foreign countries, the contracting of the "Spanish Olives' online promotional campaign in United States 2014" with record number 2014-055, through invitation to several businesses.

TWO: That on the 4th of July, 2014 the call for tenders resulted in it being awarded to **KETCHUM**.

THREE: That having both parties the required legal power, which they mutually acknowledge, **agree to enter into this service contract**, which is governed by what is set out in the contracting conditions that ruled the pertinent call for tenders, as well as by the company's offer and other enclosed documents. They sign and enter into this agreement in accordance with the following:





PROVISIONS

ONE: The object of this contract is to define, design, develop and implement an online generic promotional campaign about "Spanish Olives"/ "Olives from Spain" in United States.

The online campaign includes implementation of various activities that tend to promote Spanish olives in the U.S. market, using a strategy that encompasses activities including updating and search engine positioning measurement tools such as Quantcast and content recommendation tools, dynamic management of social media, Paid Media activities, the creation of several promotional videos, the creation and maintenance of an e-newsletter as well as other online promotion activities mainly aimed at the end consumer but also at the channel.

TWO: KETCHUM agrees to provide the services that make up the object of the contract with strict adherence to what is set forth in this document, in the contracting conditions and in its offer. The contracting conditions, KETCHUM bid and remaining documentation attached to this contract will be of a contractual confidential nature.

THREE: KETCHUM agrees to devote its own personnel and enough materials to carry out the implementation of the object of this contract:

FOUR: The maximum period of performance will be established from the signing of the contract through April 30th, 2015

FIVE: The maximum contract value totals **TWO HUNDRED TEN THOUSAND EUROS (210.000 €)**, including all kind of taxes, fees and assessments that may apply (except Spanish VAT) of which € 55,200 apply to the agency fee.

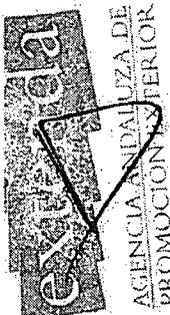
Invoices shall be issued each month and shall include detailed information on the activities carried out during the invoiced month. An implementation report and analysis of results shall also be attached to the invoice.

Invoices will be issued for the effectively performed activities, and EXTENDA may, in agreement with KETCHUM, modify the planned activities if circumstances require doing so.

EXTENDA will order payment of the invoice(s) via bank wire transfer, a term of 60 days from the entry of such invoice(s) in Extenda's Ledger.

Invoices must necessarily include the code "2014-0267- PROMOCIÓN DE LA ACEITUNA DE MESA EN ESTADOS UNIDOS" and the file number 2014-055.

The cost of this contract will be cofinanced by the Funds from the European Union through Andalucía's ERDF 2007-2013 Operational Program, or any other fund which might finance this activity.





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SIX: EXTENDA's Project Division Chief (or the individual holding this position) will be responsible for the Contract on behalf of EXTENDA, being tasked with providing management and supervision and having authorization to resolve any incidents which may arise as well as issuing instructions deemed appropriate.

SEVEN: Any and all documentation pertaining or resulting from the services provided will be the property of EXTENDA, which may wholly or partially reproduce or publish them (subject to any licenses to third party rights contained therein). KETCHUM may make use of said documentation both as reference or basis for future jobs, provided it obtains EXTENDA's express authorization in advance and in writing for such purposes.

KETCHUM agrees to maintain the above mentioned documentation, data or records confidential, which not being public or common knowledge, may relate to the object of the contract and of which it may have knowledge of as a result of this contract. INNOVATION also agrees to maintain the confidentiality and the integrity of any data and/or documentation provided.

All services performed towards the successful completion of this contract will be confidential, precluding KETCHUM from using any data and/or information about the services contracted for its own benefit or providing it to third parties or disclosing the information and documentation received from EXTENDA, as well as the results obtained from the work performed, without the express prior authorization in writing by EXTENDA. Therefore, KETCHUM agrees to provide all means at its disposal to protect the confidential and privileged nature of the information.

In this respect, KETCHUM must comply with the legal precepts regarding personal data protection set forth in Organic Law 15/1999 of the 13th of December, regarding Personal Data Protection, in Royal Decree 1720/2007, of the 21st of December, which approved the Regulation for developing said Organic Law and additional applicable regulations.

The individuals hired by KETCHUM, in compliance with Organic Law 15/1999, of the 13th of December, regarding Personal Data Protection (PDOL), will only handle the data in accordance with the instructions received from EXTENDA and will not apply them nor use them for any other purposes, nor will they disclose them to any other individuals.

Moreover, they must comply with the security measures, policies and procedures established for each case by EXTENDA, always within the limits set forth in the PDOL, depending on the sensitivity of such. If any of these individuals uses the data for other purposes or disclose them in violation of the instructions provided by EXTENDA, KETCHUM will be liable for the violations committed.

Infringement of these duties by KETCHUM constitutes, in addition to the corresponding contractual liability, also civil, criminal and/or administrative liability in accordance with current legislation. In any event, KETCHUM will be liable for any third party claims any resulting damage or losses arising from KETCHUM's non-compliance of this obligation.

These obligations remain in full force and effect throughout the performance of the services and will remain in full force and effect even after the completion and/or



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termination of the contract. Once the contract obligations have been met, the personal data handled and the documentation showing any data from the files belonging to **EXTENDA**, in accordance with the instructions issued in this regard, must be destroyed or returned to the person Responsible for the Contract in accordance with the Technical Specifications, as well as any supporting data and/or documentation which may contain any personal data. No copies of the above mentioned data or documentation may be kept.

EIGHT: This contract may be amended for reasons of public interest.

Generally, Amendments to the contract will not be allowed if they have not been previously foreseen in this document or in the call for tenders announcement, in accordance with what is set forth in Art. 107 of TRLCSP. For any other amendments not foreseen in the above mentioned article, it will be necessary to terminate the contract in force and to enter into a new contract under relevant conditions, which must be newly awarded in accordance with the provisions laid down by law.

On an exceptional basis, amendments may be added to the contract even while not being foreseen in the specifications or call for tenders announcement, as long as some of the circumstances foreseen under the law take place which are fully justified.

The possibility to amend this contract will be indicated in this document, detailing clearly, precisely and unequivocally the conditions, under which it may be used, as well as the scope and limitations of such amendments, with the express indication of the contract maximum price percentage that it may affect, as set forth in Art. 106 of the TRLCSP.

Likewise and in accordance with the above mentioned article, the procedure to make any amendments to the contract will be as follows:

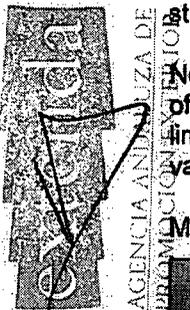
1. Making of decision to initiate a record of contract amendment by the contracting authority.
2. Setting a hearing for the contractor for a term of three (3) business days.
3. Issuing a Report from the Legal and Contracting Consultant's Office within three (3) business days.
4. Issuing of a decision by the contracting authority.
5. Notifying contractor and signing of contract amendment.

Hypothetical Amendment:

For reasons of public interest: Amendments resulting from the application of budget stability measures.

Necessary conditions in order to be able to make use of the amendment: Establishment of new applicable budget stability measures, which will determine the scope and limitations of the possible amendment and will represent a reduction in the total contract value amount.

Maximum price percentage that may be affected: 5%.



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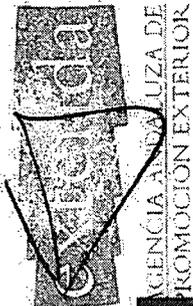


NINE: This contract may be terminated due to the following reasons:

- a) The death or disability of the individual contractor or the extinction of the legal status of the contracting business venture, without prejudice to any legal provisions in cases of contractor subrogation.
- b) Declaration of bankruptcy or insolvency in any other proceeding.
- c) The unilateral withdrawal by EXTENDA due to emergency reasons, unforeseeable and foreseeable needs unavoidable at the time of contract award.
- d) The noncompliance of the remaining essential contractual obligations, in accordance with the terms set forth in this Document, in the Technical Specifications or in the Contract.
- e) The suspension of work performance without justification.
- f) The mutual agreement of the parties.
- g) The impossibility to implement the provision within the terms initially agreed to or the certain possibility of serious damage to the public interest posed by continuing to implement the provision under those terms, when it is not possible to amend the contract in accordance with what is set forth in Article V, Book I.
- h) Noncompliance with the obligation of maintaining confidentiality, regarding data or records that, not being public or common knowledge, may pertain to the object of the contract.
- i) Contractor incurring, while the contract is in force, any of the hiring prohibitions set forth in Article 60.1 of the Public Sector Contract Law Amended Text (TRLCSP), or in the event of incompatibility, without immediately obtaining the corresponding compatibility resolution.
- j) The application of the corresponding budget stability measures for reasons of public interest.
- k) Any other cause for termination specifically provided in the contractual documentation.

The grounds for termination will be as follows:

- In the event that the contract is not being signed on schedule for reasons attributable to the contractor, the provisions set forth in Article 156.4 TRLCSP will apply.
- When it follows a mutual agreement, the rights of the parties will be settled according to what is validly stipulated between them.
- Noncompliance by EXTENDA of its contract obligations will determine, generally speaking, the payment for damages or loss that on those grounds cause prejudice to the contractor.
- When the contract is terminated due to guilty noncompliance on the part of the contractor, the guarantee will be confiscated and the contractor must,





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additionally, compensate **EXTENDA** for the damages caused in excess of the amount covered by the confiscated guarantee.

- When termination is agreed upon on the grounds of what is provided in letter g) of the previous section, the contractor will be entitled to damages in the amount of 3 percent of the amount of the services not provided, except when the cause is attributable to the contractor.

When the procedure is initiated for the termination of the contract on the grounds established in g) of the previous section, proceedings for the awarding of the new contract may be initiated, although the awarding of such will be conditional upon the termination of the termination record. Urgent processing will be applied to both proceedings.

Until the new contract is signed, contractor is committed, in the manner and scope determined by the contracting authority, to adopt the necessary measures for reasons of security, or essential reasons to avoid serious impairment to the public service or the demise of what is built or manufactured. Lacking any agreement, the payment to the contractor will be set by the contracting authority, once the works are completed and taking as reference the prices that served as the basis for entering into the contract. Contractor may challenge such decision before the contracting authority which must decide within fifteen working days what appropriate payment is.

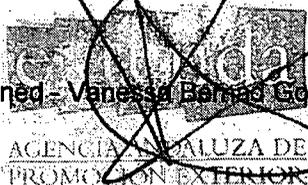
- Contract termination will entitle contractor to receive payment for the works effectively performed in accordance with the contract.

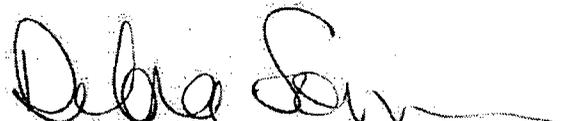
TEN: Discrepancies about the interpretation or the implementation of this contract will be settled by mutual agreement between **EXTENDA** and **KETCHUM**. In the event that such agreement is not reached, both parties, expressly waiving their own jurisdiction, will submit to the jurisdiction and competence of the Courts and Tribunals of Seville. Each party's liability hereunder shall not exceed the amounts payable to **KETCHUM** pursuant to this Agreement.

In witness thereof, this contract is signed in duplicate at the location and on the date indicated above.

EXTENDA

KETCHUM


 Signed - Vanessa Bernad González



 Signed - Debra Forman



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