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OMB No. 1124-0006; Expires July 31, 2023

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
Daniel J. Edelman

2. Registration Number
3634

3. Primary Address of Registrant
200 E. Randolph St
Chicago, IL 60601

4. Name of Foreign Principal
Bahrain Economic Development Board

5. Address of Foreign Principal
P.O. Box 11299
Manama, Kingdom of Bahrain

6. Country/Region Represented
Select markets, including the U.S.

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

- ☒ Government of a foreign country[1]
- ☐ 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
The Economic Development Board - Investment Promotion Agency for the Kingdom of Bahrain.

b) Name and title of official with whom registrant engages
Nabil Moutron, CMO

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

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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

N/A

b) Aim, mission or objective of foreign political party

N/A

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.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

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

N/A

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.

N/A

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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
November 03, 2021	Raquel daFonseca	/s/ Raquel daFonseca eSigned

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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	2. Registration Number
Daniel J. Edelman	3634

3. Name of Foreign Principal

Bahrain Economic Development Board

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? 10-5-2021

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide support with media relations and key sectors activities about the Bahrain value proposition and the wider Bahrain brand with potential investors, decision makers, and c-suite executives in select markets, including the U.S.

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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.

Provide strategic communications and media relations services to promote business investment, value proposition and brand for the Kingdom of Bahrain.

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

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Promote the value proposition and investment opportunity for the economic development of the Kingdom of Bahrain.

11. Prior to the date of registration[2] 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.

Preparation and dissemination of information material.

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

Date	Contact	Method	Purpose
10-13-2021	Cision Media	Press Release	Overall Bahrain brand activity on transportation.

12. During the period beginning 60 days prior to the obligation to register[3] 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

Total

13. During the period beginning 60 days prior to the obligation to register[4] 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
10/13/2021	Cision Media	Press Release	$3,123

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.

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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	
November 03, 2021	Raquel daFonseca	Sign	/s/ Raquel daFonseca	eSigned
		Sign		
		Sign		
		Sign		

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SERVICES CONTRACT

THIS CONTRACT (the "**Contract**") is made on 5th October 2021 by and between;

BAHRAIN ECONOMIC DEVELPOMENT BOARD, a Bahraini Governmental body established pursuant to Decree No. (9) of 2000 (as amended), of P.O. Box 11299, Manama, Kingdom of Bahrain (the "**Client**") of the one part; and

EDELMAN FZ LLC a company organized and duly registered under the laws of Media Zone Authority, Abu Dhabi, with trade license No. B.L 65, whose registered office is at Ground Floor, Rotana Part Complex, Towfour 54, Abu Dhabi, United Arab Emirates hereinafter referred to as (the "**Service Provider**") of the other part.

The Client and the Service Provider shall hereinafter be referred to individually as "**Party**" and together as "**Parties**".

WHEREAS

RECITAL A The Client had issued a Request for Proposals Ref. RFP/07-2021/003 dated 13 July 2021 entitled Request for Proposal for PR Services to Support Media Relation Services for the Economic Development Board (the "**RFP**") inviting Service Providers to submit proposals for providing certain services in accordance with the requirements set out in the RFP;

RECITAL B The Service Provider had submitted a Proposal dated August 5th 2021 (the "**Proposal** ") in response to the RFP; and

RECITAL C The Client is desirous of contracting with the Service Provider to provide the services described in Schedule (A) (hereinafter referred to as the "**Services**") which the Service Provider had agreed to do upon and subject to the terms and conditions set forth in this Contract.

NOW IT IS HEREBY AGREED AND DECLARED by and between the Parties hereto as follows:

1. Contract Documents

1.1 The following documents (collectively the "**Contract Documents**") shall form the entire contract between the Parties:

1.1.1 This Contract which includes Clauses 1 to 30, the above recitals and the following Schedules:

i. Schedule (A) - Services;
ii. Schedule (B) - Key Personnel;
ii. Schedule (C) - Program;
iv. Schedule (D) - Remuneration;
v. Schedule (E) - Form of Advance Payment Guarantee;
vi. Schedule (F) - Form of Performance Bond; and
vii. Schedule (G) - Form of Variation Order.

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1.1.2 Request for Proposals entitled PR Services to Support Media Relation Services for the Economic Development Board Ref. RFP/07-2021/003 dated 13th July 2021;

1.1.3 The Service Provider's Proposal dated August 5th 2021; and

1.1.4 Letter of Preliminary Award Ref. DCS/055-09/2021 dated 12 September, 2021;

1.2 The Contract Documents are intended to be correlative, complementary and mutually explanatory. In the event of any conflict or discrepancy between any of the Contract Documents, prevalence shall be to this Contract as identified under clause 1.1.1 above.

2. Representation and Warranties of the Service Provider

2.1 The Service Provider hereby warrants and undertakes, *inter alia*, that:

2.1.1 the person signing this Contract on its behalf is duly authorised so to act;

2.1.2 it is duly incorporated, established or constituted (as the case may be) and validly existing under the laws of its country of incorporation, establishment or constitution (as the case may be) and has the right, power and authority to enter into this Contract;

2.1.3 it is duly authorised and has taken all necessary action to allow it to enter into and perform this Contract and the transactions contemplated hereby;

2.1.4 the work that it currently provides to other clients will not present a real or perceived conflict of interest in respect of the services that shall be provided under this Contract;

2.1.5 it shall not engage, and shall cause its personnel as well as its subcontractors and the personnel of such subcontractors not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities to be assigned to them under this Contract;

2.1.6 it has obtained all authorisations of any governmental authority or regulatory body required in connection with this Contract and such authorisations remain in full force and effect;

2.1.7 the execution and performance of this Contract and the transactions to be effected under this Contract will not violate any law, regulation, by-law or rule applicable to it or any agreement by which it is bound and it is not restricted under the terms of its constitution or in any other manner from performing its obligations hereunder; and

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2.1.8 in addition to Clause 2.1.7 above the execution and performance of this Contract and the transactions to be effected under this Contract will at all times comply in full with all laws and regulations of the Kingdom of Bahrain including without limitation ensuring that in the provision of the Services and its business practices are fully compliant with the collection, processing, storage, transfer and sharing of personal data in accordance with Law 30 of 2018 Promulgating the Personal Data Protection Act.

3. Service Provider's Responsibilities

3.1 The Service Provider shall provide the Services described in Schedule (A) in accordance with the terms and conditions herein stated.

3.2 The Service Provider shall perform this Contract in such a way that:

3.2.1 accords with good industry practice as defined in this sub-clause (**"Good Industry Practice"**) together with recognized professional current practice and standards and take into account the particular conditions prevailing in Bahrain and other relevant jurisdictions. For the purposes of this sub-clause, Good Industry Practice means using standards, practices, methods and procedures conforming to the law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances; and

3.2.2 complies with the statutory requirements of the Kingdom of Bahrain, and of other jurisdictions of relevance, and any other appropriate and relevant international standards.

3.3 The Service Provider shall be responsible for the correctness, completeness and soundness of all documents, advice, studies and reports prepared or rendered by them in connection with this Contract. Neither the approval by the Client of such documents, advice, studies, or reports nor the failure of the Client to discern any defect in or omission from such documents, advice, studies, or reports shall absolve or relieve the Service Provider of any of its responsibilities or other duties and obligations under this Contract. All such documents, studies and reports shall be the property of the Client and shall not be disclosed or communicated by the Service Provider to any third party without the prior written approval of the Client.

3.4 The Service Provider shall report to the Client without delay any arising need for information, in connection with the performance of this Contract, which the Service Provider is not responsible to provide or develop pursuant to this Contract.

3.5 The Service Provider shall co-operate fully with all other agencies, Service Providers and experts engaged by the Client on matters relevant to this Contract.

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3.6 The Service Provider shall follow all the Client's reasonable instructions in relation to the Services to be provided but shall notify the Client immediately in writing if they feel that any such instruction is contradictory to the efficient or proper execution and completion of this Contract.

3.7 In the event that the Client notifies the Service Provider of the Client's reasonably held opinion that any part of the Services do not meet the requirements of the Client or differ in any way from those requirements, and provided that this is not a result of default or negligence on the part of the Client the Service Provider shall at its own expense re-schedule and carry out the Services in accordance with the requirements of this Contract within such reasonable time as may be specified by the Client.

3.8 Where the Services include identifying a product to be procured by the Client through a tendering process, the Service Provider shall not specify a particular trade or proprietary name in any tender document they produce. In cases where in order to identify the type and/or quality of any article or process the use of a trade or proprietary name is unavoidable the Service Provider shall prescribe at least one such name and shall add the words "or approved equivalent".

4. Good Faith and Fairness in Operation

4.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

5. Relationship between the Parties

5.1 The Parties agree that in the course of performing this Contract the status of the Service Provider shall be that of an independent contractor and it is expressly understood that the Service Provider shall not be an employee, officer, servant or agent of the Client.

5.2 The Parties agree that this Contract does not constitute a joint venture, partnership or agency between the Parties.

5.3 The Service Provider shall not represent itself to third parties to be other than an independent contractor of the Client and the Service Provider shall have no authority to enter into any agreement or arrangement for or on behalf of the Client or otherwise bind the Client and the Service Provider shall not represent to any person that it has any such authority.

6. Information Supplied by the Client

6.1 Subject to Clause 6.2, the Client shall supply free of charge all pertinent data and information within the possession of the Client or any other governmental body which are relevant to the Services and shall provide to the Service Provider all such assistance as may reasonably be required for the proper rendering of the Services.

6.2 The information and assistance referred to under Clause 6.1 shall be provided only when requested and sufficiently identified in writing by the

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Service Provider stating the reasons why they are necessary for the proper rendering of Services and provided that the Client is availed of a reasonable time to respond positively to the request.

7. **Contract Administrator**

7.1 The Client shall from time to time appoint in writing an administrator (the "**Contract Administrator**") for the purposes herein identified and generally for liaising with the Service Provider on all administrative matters related to the performance of this Contract.

8. **Appointment and Replacement of Staff**

8.1 This Contract shall be substantially performed by the key personnel whose name, title, job description are described in Schedule (B) (the "**Key Personnel**"). Those Key Personnel are deemed to be approved for the purposes of this clause.

8.2 The Key Personnel shall not be released from their assignment to substantially perform this Contract except by reason of long-term sickness, maternity leave, or termination of employment and other extenuating circumstances.

8.3 Any replacements to the Key Personnel shall be subject to the Client's prior approval which may not be unreasonably withheld provided that:

8.3.1 such replacements shall be of at least equal status or of equivalent experience and skills to the member of the Key Personnel to be replaced and be suitable for the responsibilities of that person in relation to this Contract; and

8.3.2 such approval may be conditional on appropriate arrangements being made by the Service Provider to minimize any adverse impact on this Contract which could be caused by a change in the Key Personnel.

8.4 In respect of personnel other than Key Personnel that the Service Provider proposes to use for the purposes of this Contract, the Service Provider shall submit to the Client for review and approval a complete resume of the training, qualifications and experience of each professional member of such personnel prior to their appointment for performing any tasks related to this Contract. The Client's approval may not be unreasonably withheld. Following the Client's approval, no change shall be made to such personnel without the Client's further written approval.

8.5 Any approval required pursuant to this clause shall be duly requested by the Service Provider at least seven (7) days in advance except that in the event of any emergency the Client shall accept a shorter period of notice which shall depend on the urgency of the situation. If the Client does not object in writing to an approval requested pursuant to this clause (stating the reasons for the objection) within ten (10) days from the date of receipt of the relevant request, such personnel shall be deemed approved by the Client.

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8.6 The Client's approval of any member of the Service Provider's personnel shall in no way relieve the Service Provider of any of its duties or obligations under this Contract.

8.7 Should the Client for any reason whatsoever be of the opinion that any of the Service Provider's personnel, including members of the Key Personnel, is unsatisfactory, the Service Provider shall upon receipt of a written instruction from the Client immediately terminate the assignment of such person to this Contract and make arrangements for a suitable replacement within seven (7) days without in any way interrupting the rendering of the Services during this time. Without prejudice to any other rights that the Client may have under the law or this Contract, should the Service Provider fail to comply with a written instruction made under this clause, the Client reserves the right to deny payment in respect of the proportion of the Remuneration referred to in Clause 15 herein that the Client in its discretion deems attributable to the unsatisfactory member of the Service Provider's personnel.

8.8 The Service Provider shall ensure that at all times during the performance of this Contract the project manager named under Schedule (B) (the "**Project Manager**"), or other individual approved by the Client, shall take charge of all operations related to this Contract.

9. Reporting Obligations

9.1 The Service Provider shall supply to the Client reports (the "**Contact Reports**") providing a written record, of all matters of substance discussed between the parties at meetings or in telephone conversations, within two (2) working days following the relevant meeting or conversation. If the content of a Contact Report is not questioned by the Client within three (3) working days of its receipt, it will be taken to be a correct record of the meeting or telephone conversation to which it refers.

9.2 In addition to the requirements of Clause 9.1, the Service Provider shall submit to the Client periodic progress reports in the form and within the time periods set forth by the Client.

10. Indemnity and Insurance

10.1 The Service Provider agrees at all times to keep the Client fully indemnified from and against all losses, costs, actions, proceedings, claims, damages, and expenses (including but not limited to reasonable legal fees and expenses) and other liabilities suffered or incurred directly by the Client in consequence of any breach, non-performance or non-observance by the Service Provider of any provision of this Contract or the governing law specified under Clause 30.

10.2 The Service Provider shall at its own expense, at all times, maintain such insurances as may be necessary to cover all liability which the Service Provider may incur caused by or arising out of the Services, and such policies will be maintained throughout the period of the duration of this Contract.

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10.3 The policies of insurance referred to in Clause 10.2 herein shall be on terms and conditions acceptable to the Client.

10.4 Certified true copies or evidence of the insurance policies taken out pursuant to Clause 10.2 herein and of all premium receipts shall be forwarded to the Client on demand.

10.5 Both Parties aggregate liability arising out of, or relating to, this Contract (whether in contract, tort or other legal theory) shall not exceed the amount of fees paid under this Contract. In no event either of the parties shall be liable to each other for any special, consequential, punitive or other indirect damages (including, but not limited to, lost revenues or profits), whether or not notified of such damages.

11. Intellectual Property Rights

11.1 All plans, maps, diagrams, drawings, images, pictures, specifications, designs, statistics, reports, other documents, data and software, including any copyright or any other intellectual property right subsisting thereunder, compiled or prepared by the Service Provider for the Client under this Contract shall become and remain the absolute property of the Client.

11.2 Clause 11.1 does not apply to intellectual property rights as defined in Clause 11.4 below ("**Intellectual Property Rights**") in any matter, incorporated in any document or material produced by the Service Provider that has not been developed or produced by the Service Provider or a third party specifically for the purpose of this Contract (the "**Pre-Existing Material**"). Notwithstanding the foregoing, the Service Provider grants to (or shall procure for) the Client an adequate, suitable and irrevocable license in respect of the Pre-Existing Material when used in conjunction with any document or material that is produced for the purpose of rendering the Services required under this Contract. The Service Provider may not use, for the purpose of rendering any of the Services the subject of this Contract, a Pre-Existing Material whose proposed license contains any time or geographical limitation unless such limitation is approved in advance in writing by the Client.

11.3 The Service Provider shall indemnify the Client from and against any and all claims, liabilities, losses, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client by reason of any infringement by the Service Provider of any third party's intellectual property rights.

11.4 For the purposes of this clause, Intellectual Property Rights means any intellectual property right including without limitation copyright, industrial design, patent, trade mark, database right or any similar right exercisable in any part of the world, including any application for registration of any patent, trade mark or similar registerable rights in any part of the world.

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12. Assignment and Sub-Contracting

12.1 The Service Provider shall not have the right to assign or transfer the benefit, duties or obligations of this Contract or any part thereof.

12.2 Notwithstanding Clause 12.1, the Service Provider may, subject to the prior written approval of the Client, sub-contract to a specialist sub-contractor any part of the Services which is required to be performed by such a specialist sub-contractor.

12.3 The Service Provider shall be responsible for the acts or defaults of any of its sub-contractors, its agents or employees as if they were the acts or defaults of the Service Provider.

12.4 The provisions of Clause 8 shall apply to the staff of any sub-consultant appointed pursuant to this clause.

12.5 Upon serving a notice to the Service Provider, the Client may at any time subject to its sole discretion assign or transfer the benefit or duties and obligations of this Contract or any part thereof to any entity of the Government of Bahrain.

13. Time Control and Compensation for Delay

13.1 The Service Provider shall perform this Contract in accordance with the program set out in Schedule (C) hereto (hereinafter referred to as the "Program") as may need to be updated from time to time with the approval of the Client.

13.2 The Service Provider shall provide and complete all the Services (hereinafter referred to as the "**Completion Date**"), not later than the dates provided under Schedule (C).

13.3 Completion of the Services shall be deemed to occur only upon receipt by the Service Provider of the written approval thereof from the Client.

13.4 If at any time during the performance of this Contract, the Service Provider should encounter events, circumstances conditions that delay the execution of the Services, the Service Provider shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Service Provider's notice, the Client shall evaluate the situation, and the Service Provider shall cooperate with the Client in making decisions and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.

13.5 The Service Provider shall attend progress meetings at regular intervals, as shall be directed by the Client, to review the progress of this Contract. The Client shall record the business of progress meetings and provide copies of the record to those attending the meeting and to the Service Provider for action.

13.6 Should the Service Provider fail to achieve any required Service or the Completion Date provided under Schedule (C), then unless the delay was

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attributable to the Client or to an Event of Force Majeure, the Service Provider shall be become liable to pay to the Client a compensation equivalent to 2% of the total remuneration stated under Section (1) of Schedule (D) towards each week or part thereof of delay. Such compensation shall be in addition, and without prejudice to, the Client's other rights under the law and this Contract.

14. Remuneration

14.1 In consideration of the due and diligent rendering of the Services by the Service Provider in accordance with the terms and conditions of this Contract, the Client shall pay to the Service Provider the remuneration specified under Section (1) of Schedule (D) (the "**Remuneration).**

14.2 The Remuneration specified under Section (1) of Schedule (D) shall be paid according to the terms of payment provided under Section (2) of Schedule (D) respectively.

14.3 The final instalment of payable remuneration under this clause shall be made only after the relevant Services and deliverables have been submitted by the Service Provider and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted and deemed approved by the Client as satisfactory only upon the issuance by the Client of a completion certificate (the "**Completion Certificate**") after receipt of the final report by the Client unless the Client, within such fourteen (14) days period, gives written notice to the Service Provider specifying in detail deficiencies in the Services or the final report. The Service Provider shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report has been approved by the Client.

14.4 In respect of all amounts payable under this Contract, the Service Provider shall submit an invoice to the Client on or after the date set out in the Section (2) of Schedule (D) showing the amount to which the Service Provider considers themselves to be entitled along with all supporting documents where relevant.

14.5 All payments under this Contract shall be made to the Service Provider's account specified under Section (3) of Schedule (D).

The Service Provider shall direct all invoices and communications regarding this clause to finance@bahrainedb.com

15. Fixed Price

15.1 The Remuneration shall not be adjusted in respect of any increase or decrease of cost to the Service Provider in the performance of this Contract by reason of alterations in the rate of wages, allowances payable to the Service Provider's personnel or changes in conditions of employment thereof, changes in the cost of insurance or variation in the cost of any other matter or thing of whatsoever nature subsequent to the date of the Bid.

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15.2 It is expressly acknowledged and agreed by the Parties that all payments under this Contract (including the Remuneration or any other payments including non-monetary consideration) due from and paid by the Client to the Service Provider under this Contract are, unless stated otherwise, inclusive of any VAT. For the purpose of this Contract, "**VAT**" means value addec tax or any equivalent tax chargeable in the Kingdom of Bahrain or any equivalent tax or duty which may be imposed in substitution for it or in addition to it at the rate applicable from time to time.

16. Advance Payment

16.1 Where advance payment is payable to the Service Provider under Section (1) of Schedule (D), such payment may be made only against the provision by the Service Provider to the Client of an advance payment guarantee in the form set out in Schedule (E) (the "**Advance Payment Guarantee**"). The Advance Payment Guarantee shall be procured by the Service Provider at its own cost and expense and shall be issued by a bank, or an insurance company, approved in writing by the Client.

16.2 The advance payment shall be made within thirty (30) days following the Client's receipt of the required Advance Payment Guarantee. The advance payment shall be amortised through proportional deductions in the payable stage payments of the remuneration (excluding the advance payment), until such time as the advance payment has been fully amortised.

17. Commissions and Discounts

17.1 The Remuneration of the Service Provider pursuant to Clause 14 hereof shall constitute the Service Provider's sole remuneration in connection with this Contract and the Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Service Provider shall use its best efforts to ensure that any of its sub-consultants, as well as the personnel and agents of either of them, similarly shall not receive any such payments.

17.2 If the Service Provider, as part of its duties under this Contract, has the responsibility of advising the Client on the procurement of goods, works or services, the Service Provider shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Service Provider in the exercise of such procurement responsibility shall be for the account of the Client.

18. Performance Bond

18.1 The Service Provider shall furnish to the Client within the time stated in the preliminary letter of award a performance bond issued by a bank, or an insurance company, approved by the Client in the form set out in the Schedule (F), and shall maintain such bond until the issuance of the

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Completion Certificate. The performance bond shall be in the amount stated in the preliminary letter of award.

18.2 Notwithstanding Clause 18.1, with respect to the form of the Performance Bond, the Service Provider may provide to the Client the Performance Bond in the form of a certified cheque drawn Bank approved by the Client.

18.3 Where the Service Provider provides the Performance Bond in the form of a certified cheque, the Service Provider shall ensure that, unless the Completion Certificate had already been issued, the Client is provided with a replacement cheque at least fourteen (14) days prior to the expiry of any cheque that had been previously provided by the Service Provider to the Client towards the Performance Bond.

18.4 Where the Service Provider is at any time in breach of its obligation under Clause 18.3, the Client shall have the right to encash the cheque that represents the Performance Bond.

19. Variations

19.1 By virtue of a variation order in the form set out in Schedule (G) (the "**Variation Order**"), the Client shall have the right in its absolute discretion to instruct the Service Provider to do and the Service Provider shall do any of the following ("**Variations**" and each a "**Variation**"):

19.1.1 increase or decrease the quantity of any of the Services;

19.1.2 omit any of the deliverables or part of the Services;

19.1.3 change the character or quality or kind of any of the Service or deliverables; or

19.1.4 execute additional deliverables or services of any kind necessary.

No such Variation shall in any way vitiate or invalidate this Contract

19.2 The Client shall not be liable to pay any additional remuneration, cost or expenses in respect of any Variation unless the additional cost involved is agreed in writing by both Parties in advance before proceeding with the execution of the Variation.

19.3 For the purposes of this clause, Variations shall not include the correction or re-execution of all or any part of the Services in the event that such correction or re-execution is required by the Client as a result of a default, negligence of the Service Provider or where the Client deems the services rendered to be of an inferior quality.

20. Postponement or Abandonment of the Services

20.1 The Client may at its own sole discretion decide to postpone the rendering of the Services without incurring any additional remuneration or cost payable to the Service Provider.

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20.2 If within ninety (90) days of such postponement the Client shall be wish to resume the execution of the postponed whole or part of the Services then any payments made to the Service Provider pursuant to this clause shall rank as payment on account and the Service Provider shall be obliged to resume the performance of the Services in accordance with the terms and conditions of this Contract. Unless otherwise agreed by the Parties, in the event that the Services or any part thereof shall be postponed for a period longer than ninety (90) days, or any extended period mutually agreed in writing by the Parties, the Services or such part thereof shall be considered to have been abandoned and this Contract would be deemed to have come to its end.

20.3 In the event that the rendering of the Services shall be abandoned by the Client:

20.3.1 subject to the obligation of the Service Provider to reduce expenditure to a minimum, the payment to be made to the Service Provider shall be calculated on the basis of the Remuneration specified in Clause 14 according to the proportion of the Services that has been wholly or partially performed by the Service Provider, up to the effective date of abandonment, as shall be substantiated by the Service Provider to the satisfaction of the Client. Such payment shall be accepted by the Service Provider in full and final settlement of its entitlement to remuneration under this Contract; and

20.3.2 the Client shall have the right to receive and use all documents and information provided by the Service Provider and benefit from all arrangements made by the Service Provider pursuant to this Contract prior to the date of such abandonment.

21. Termination

21.1 This Contract may be terminated by the Client at any time by giving thirty (30) days' notice to the Service Provider and in this event the Service Provider shall be paid for the Services performed up until the effective date of termination on the basis of the Remuneration specified in Clause 14 according to the proportion of the Services that has been wholly or partially performed by the Service Provider at such time as shall be substantiated by the Service Provider to the satisfaction of the Client. Such payment shall be accepted by the Service Provider in full and final settlement of its entitlement under this Contract.

21.1 The Client shall be entitled to terminate this agreement by written notice with immediate effect if the Service Provider:

21.1.1 Has committed a crime; or

21.1.2 Has become involved in any situation or activity which:

i. tends in the reasonable opinion of the Client to have a negative effect on the reputation of the Service Provider or any aspect of its business;

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ii. would expose the Client or any aspect of its business to disrepute, scandal, ridicule or contempt, or would tend to shock, insult or offend the public in any territory in which the Client's business is marketed;

iii. reflects unfavorably on the reputation of the Client and its brand; or

iv. might affect the successful marketing activities of the Client.

21.2 Upon receipt of such notice of termination the Service Provider shall take immediate steps to bring the Services to a close and to reduce expenditure to the minimum.

21.3 This Contract may be terminated by the Service Provider, upon giving seven (7) days notice, only if the Client is in substantial breach of this Contract and fails to remedy such breach within seven (7) days following the receipt of a notice giving full particulars of the breach and of the steps required to remedy it.

21.4 The provisions of Clause 20.3 in respect of abandonment, shall similarly apply where this Contract is terminated pursuant to this clause.

22. Trainees

22.1 Where applicable in pursuant to the RFP or Schedule (A) of this contract, the Client reserves the right during any stage of this Contract to appoint a reasonable number of suitably qualified trainees to be trained by the Service Provider at no additional cost to the Client.

23. Confidentiality and Public Announcements

23.1 For the purposes of this clause, confidential information shall mean information in any form, whether oral or written, which ought reasonably to be known to be confidential and which is disclosed by a Party to the other Party in the course of this Contract (the "**Confidential Information**").

23.2 Each Party (the "**Receiving Party**") agrees to hold the other Party's "the "**Disclosing Party**") Confidential Information in confidence and not to disclose any part of it, other than to any person who has a need to know such Confidential Information for the purposes of this Contract provided that such need is essential for such purposes and provided that the Receiving Party ensures that such persons shall comply with the confidentiality obligations imposed under this clause.

23.3 The obligation of confidentiality does not apply to information which:

23.3.1 is, at the time of the disclosure, or subsequently through no act or omission of the Receiving Party becomes, available to the public;

23.3.2 becomes rightfully known to the Receiving Party through a third party with no obligation of confidentiality to the Disclosing Party;

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23.3.3 the Receiving Party is able to prove was lawfully in the possession of the Receiving Party's prior to such disclosure;

23.3.4 is independently developed by the Receiving Party; or

23.3.5 is disclosed by the Receiving Party with the prior written approval of the Disclosing Party.

23.4 The Service Provider agrees that any and all press releases or public announcements regarding the subject matter contained herein shall be subject to the review and approval of the Client before being released. Notwithstanding the foregoing, the Parties hereto shall be permitted to make any announcement or disclosure if required by the law to any competent public authority, in which case the Party making such announcement or disclosure shall first inform the other Party.

24. Title to Documents

24.1 Any files, plans, drawings, specifications and other documents provided by the Client to the Service Provider, or acquired by the Service Provider from other Bahraini governmental bodies, for the purposes of performing this Contract shall be deemed the Client's property and shall be returned to the Client on completion of this Contract.

25. Force Majeure

25.1 If any Party is prevented from performing hereunder then that Party shall not be held responsible for any breach or deemed breach under this Contract to the extent that the performance of an obligation is prevented by an event of force majeure as defined in Clause 25.3 below ("**Event of Force Majeure**"), provided that:

25.1.1 the Party claiming an Event of Force Majeure shall as promptly as practicable after the occurrence of the event, but in no event later than seven (7) days thereafter, give the other Party notice describing the particulars of the occurrence and its effect upon on the performance of this Contract and, to the extent known, the expected duration of the failure to perform; and

25.1.2 the suspension of performance is of no greater scope and does not extend beyond the ongoing impact of the Event of Force Majeure.

25.2 Notwithstanding the provisions of Clause 25.1, no relief shall be granted to a Party pursuant to this clause to the extent that such failure or delay would have nevertheless been experienced by such Party had the relevant Event of Force Majeure or its effects not occurred.

25.3 If the execution of any substantial element, or all, obligations under this Contract is prevented for a continuous period of ninety (90) days by reason of the Event of Force Majeure of which notice has been given under Clause 25.1, then either Party may give to the other Party notice of

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termination of this Contract. In this event, this Contract shall terminate immediately.

25.4 Upon termination of this Contract pursuant to Clause 25.3, no Party shall be liable to the other Party for:

25.5.1 any anticipated loss of profit or fees to be earned on any obligations not performed as a result of the Event of Force Majeure;

25.5.2 indirect or consequential loss; or

25.5.3 any other costs or losses resulting from the Event of Force Majeure.

25.6 For the Purposes of this clause, Event of Force Majeure means an event or circumstance: (i) which is beyond a Party's reasonable control; (ii) which such Party could not reasonably have provided against before entering into this Contract; (iii) which, having arisen, such Party could not reasonably have avoided or overcome; and (iv) which is not substantially attributable to the other Party.

26. Miscellaneous Provisions

26.1 In interpreting this Contract, singular also means plural, male also means female or neutral, and the other way around.

26.2 Clause headings in this Contract are provided for the purpose of reference only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof.

26.3 Except as otherwise provided by its terms, this Contract may not be varied except by a Contract in writing signed by a duly authorized representative of each of the Parties hereto.

26.4 No delay or forbearance by any Party in exercising any right, power or remedy under this Contract shall impair or be construed as a waiver of such right, power or remedy nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege as herein provided. Any waiver by a Party of the obligations of the other Party under this Contract shall be in writing, dated and signed by an authorized representative of the party granting such waiver and must specify the right and the extent to which it is being waived.

26.5 This Contract supersedes all prior representations, arrangements, understandings, agreements, correspondence, negotiations and discussions between the Parties, whether written or oral, relating to the subject matter hereof and sets forth the entire complete and exclusive contract and understanding between the Parties relating to the subject matter hereof.

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26.6 This Contract may be executed in any number of counterparts, all of which when signed by both Parties shall constitute one and the same instrument.

26.7 A person who is not a party to this Contract shall have no rights to enforce any of its terms or provisions.

27. Duration of Contract

27.1 This Contract shall remain in force for a period of six (6) months from the date hereof, or until the rendering of all the Services to the satisfaction of the Client, whichever is later unless earlier terminated in accordance with the terms hereof.

28. Notices

28.1 Any notice to be given under the terms of this Contract shall be properly served only if made in writing by registered mail or electronic mail to the following respective addresses of the relevant Party:

The Client:	Economic Development Board P.O. Box 11299 Manama, Kingdom of Bahrain
Attention:	Nabil Moutran
Email:	nabil.moutran@bahrainedb.com

The Service Provider:	Edelman FZ LLC Ground Floor, Rotana Park Complex, Towfour54 Abu Dhabi, United Arab Emirates
Attention:	Simon Hailes
Email:	simon.hailes@edelman.com

28.2 Either Party may change its address, addressee or email by serving a notice in accordance with this clause.

28.3 Any such notice will be deemed to have been received:

28.3.1 if delivered personally, at the time of delivery provided that if delivery occurs before 9.00 am on a business day the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a business day, or on a day which is not a business day, the notice will be deemed to have been received at 9.00 am on the next business day;

28.3.2 in the case of registered post at 9.00 am on the second business day after posting; and

28.3.3 in the case of email, at the time of transmission.

In proving service, it will be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed

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and posted as a registered letter or that the email message was properly addressed and transmitted, as the case may be.

29. Dispute Resolution

29.1 If any dispute, controversy or claim arising out of or relating to this Contract in any way whatsoever, or the breach, voidance, termination or invalidation thereof (the "**Dispute**"), the Parties shall attempt to settle amicably such Dispute within thirty (30) days from the time one Party has given notice of the Dispute to the other Party by discussions between or among the Parties.

29.2 If the Dispute cannot be settled as provided under Clause 30.1 within thirty (30) day period or any extended period mutually agreed in writing by the Parties, then the matter may be referred to arbitration in accordance with Clause 29.3.

29.3 Any Dispute which is not settled by the Parties as provided under Clause 29.1 and 29.2 may be referred by either Party to be finally determined by arbitration administered by the Bahrain Chamber for Dispute Resolution (BCDR-AAA) in accordance with its arbitration rules. The number of arbitrators shall be one. The place of arbitration shall be Bahrain. The language of arbitration shall be English.

29.4 Without prejudice to the Parties rights under this Contract, performance of this Contract shall continue during any amicable settlement negotiations or arbitration proceedings.

30. Governing Law

30.1 This Contract is made in the Kingdom of Bahrain and shall be governed by, and construed in accordance with, the laws of the Kingdom of Bahrain.

IN WITNESS whereof this Contract has been signed by the duly authorized representatives of the Parties on the day and year first above written:

Signed by Nabil Moutran for and on behalf of the Bahrain Economic Development Board

.....

Chief Marketing and Communications Officer
Date: 5/10/2021

Signed by Omar Qirem for and on behalf of Edelman FZ LLC

.....

Chief Executive Officer
Date: 6 Oct 2021

EDELMAN FZ LLC

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Schedule (A)

THE SERVICES

1. The Service Provider shall be required to provide the following Services and deliverables:

    1.1 Support the Client's team with media relations activities by securing positive media coverage in target markets about the Bahrain value proposition, the wider Bahrain brand, and key sectors, with the objective of reaching the Client's target audience (including, but not limited to, potential investors, decision makers, and c-suite executives) in the sectors and markets identified by the EDB.

2. The Service Provider shall also deliver the following deliverables:

    2.1 Ten (10) story ideas and twenty (20) newsjacking quotes or interview pitches;

    2.2 Twelve (12) press releases;

    2.3 Six (6) questions and answers or Op-Eds; and

    2.4 Sell-in of each story/release/Op-Eds to unlimited media titles in any market.

3. The Client shall have the right to vary the Services set out in Schedule A in accordance with Clause 19 of this Contract.

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Schedule (B)

KEY PERSONNEL

Name	Title	Job Description
Seth Hand	Managing Director	Strategic Counsel
Simon Hailes (Project Manager)	Director	Account lead
Sarah Algethami	Account Director	Media Relations
George Stothard	Content Lead	Content development
Rami Fahmi	Account Manager	Arabic Media and reporting

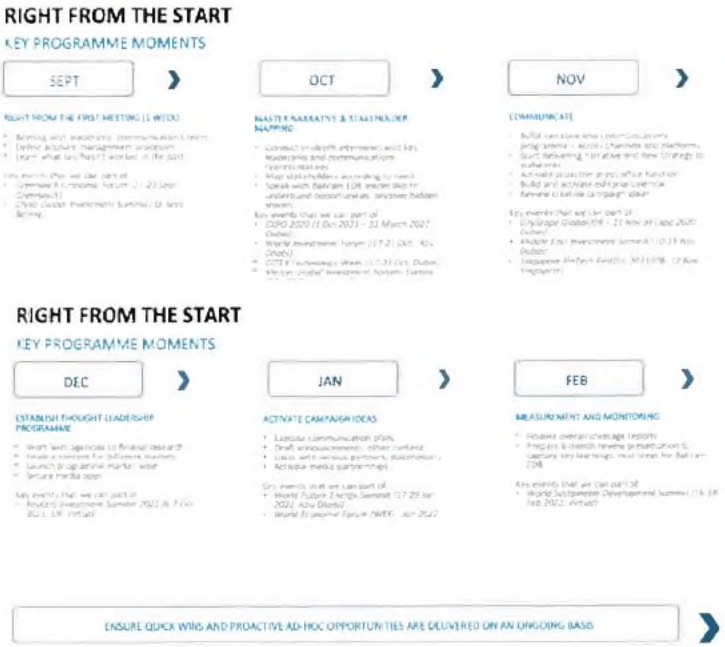
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Schedule (C)

THE PROGRAM

The Service Provider shall be required to comply with the key programme moments and timelines listed below.



The Service Provider shall be required to comply with any timeline agreed between the Parties or, if there is no agreed timeline, within a reasonable time from the date a request has been made by the Client.

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Schedule (D)

THE REMUNERATION

Section 1 (Total Amount of Remuneration):
The Remuneration that the Service Provider will receive for any Services carried out under this Contract shall be Twenty-Four Thousand Seven Hundred and Eighty Seven Bahraini Dinars (24,787 BHD), exclusive of VAT.

Objectives	Output/Deliverables	Fees (BHD)
Identifying stories & content that can be used and amplified to generate media coverage through existing local stories from the Bahraini press and case studies around EDB successes	10 story ideas, and 20 news jack style quotes or interview pitches	12,542
Drafting press releases/announcements	12 press releases	5,870
Drafting Q&As and Op-Eds	6 Q&As or Op-Eds	1,925
Securing media coverage in our target markets and as per the EDB target media tier list	Sell-in of each story/release/op-ed to unlimited media titles in any market	4,450
Total Project Fees		24,787

Section 2 (Payment terms for the Remuneration):
Subject to clause 14 of this Contract, the Remuneration of Twenty-Four Thousand Seven Hundred and Eighty-Seven Bahraini Dinars (BHD 24,787), exclusive of VAT) shall be paid in arrears in six (6) monthly instalments of Bahraini Dinars Four Thousand One Hundred Thirty-One and One Hundred Sixty-Seven Fils (BHD 4,131.167). The Service Provider shall direct all invoices and communications regarding payment to the finance department as follows:

Email: finance@bahrainedb.com
Te : (+973) 1758 9999

Section 3 (Service Provider's Account Details):

[redacted]

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Schedule (E)

FORM OF ADVANCE PAYMENT GUARANTEE

To be engrossed on Bank /Insurance Company headed paper.
No terms shall be deleted from this Guarantee nor shall any terms be added.

Bank/Insurance Company Ref. Date:

Dear Sirs,

Advance Payment Guarantee Number.....
Service Provider.....
Subject of Contract.....
Date of Contract .....

We have been informed that you, the Economic Development Board of P. O. Box 11299, Bahrain ("the Client") has agreed to provide an advance payment of .....("the Advance Payment") being an amount equivalent to .....[...%]of the price recorded in the above contract ("the Contract") with .....of ..... ("the Service Provider") we, the ..... Bank/Insurance Company of ..... hereby irrevocably and unconditionally guarantee to the Client subject only to the monetary limitation hereinafter specified that the Service Provider shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the Contract and of any extensions thereof, and that the Service Provider shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of any and all changes modifications, additions or amendments to the Contract that may hereinafter be made, and that the Service Provider shall also fully indemnify, defend and hold harmless the Client from all costs, liability and damage which the Client may suffer by reason of the failure of the Service Provider so to do.
In the event that the Client, in his absolute discretion, gives written notice to us at any time of the failure of the Service Provider to perform or fulfill any of the acts or obligations set forth in the preceding paragraph, we hereby unconditionally and irrevocably undertake, without any right of set off or counterclaim whether on our behalf or on behalf of the Service Provider, to pay to the Client the sum equivalent to the amount of the Advance Payment. Such written notice of the Client shall be conclusively binding on us for all purposes under this Advance Payment Guarantee.
We further agree that any change, modification, addition or amendment which may be made to the terms and conditions of the Contract, or to the items of Services to be supplied thereunder, or to the payments to be made on account thereof, or any extension of the time of performance of the Contract or any composition, settlement, promise not to sue or other forbearance on the part of either the Client or the Service Provider to the other shall not in any way release us from our continuing liability hereunder, and we hereby expressly waive our right to consent to or to receive notice of any such change, modification, addition, amendment, extension, composition, settlement, promise or forbearance.

This Advance Payment Guarantee shall be valid from the date upon which the Advance Payment is received by the Service Provider and shall remain valid until the extinction of the Advance Payment by its recoupment from the Service Provider in accordance with the terms of the Contract whereupon our liability hereunder will immediately automatically cease.

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This Advance Payment Guarantee shall be governed by and interpreted under the laws of the Kingdom of Bahrain. It shall be returned to us on its expiry.

For and on Behalf of
Name of Guarantor and stamp

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Schedule (F)

FORM OF PERFORMANCE BOND

To be engrossed on Bank headed paper.
No terms shall be deleted from this Guarantee nor shall any terms be added.
BANK REF : DATE :

Dear Sirs,

PERFORMANCE BOND NUMBER .....
PROJECT .....
SERVICE PROVIDER: .....
DATE OF CONTRACT .....

In consideration of you, the Economic Development Board (the "EDB") of P.O. Box 11299 having agreed to enter into the above contract (the "Contract") with ..... of ..... (the "Service Provider") we, the ..... Bank/Insurance Company of ..... hereby irrevocably and unconditionally guarantee to EDB subject only to the monetary limitation hereinafter specified that the Service Provider shall well and truly perform and fulfil all the undertakings, covenants, terms and conditions of the contract for ..... (the "Services") and of any extensions thereof, and that the Service Provider shall well and truly perform and fulfil all the undertakings, covenants, terms and conditions of any and all changes modifications, additions or amendments to the Contract that may hereinafter be made, and that the Service Provider shall also fully indemnify, defend and hold EDB harmless from all costs, liability and damage which EDB may suffer by reason of the failure of the Service Provider to do so.

In the event that EDB, in its absolute discretion, gives written notice to us at any time of the failure of the Service Provider to perform or fulfil any of the acts or obligations set forth in the preceding paragraph, we hereby unconditionally and irrevocably undertake, without any right of set off or counterclaim whether on our behalf or on behalf of the Service Provider, to pay on first demand and without contestation to EDB the sum of Bahraini Dinars ..... (BD ...../-) being an amount equal to ..... percent (.....%) of the price specified in the Contract. Such written notice of EDB shall be conclusively binding on us for all purposes under this Performance Bond.

We further agree that any change, modification, addition or amendment which may be made to the terms and conditions of the Contract, or to the Services to be performed thereunder, or to the payments to be made on account thereof, or any extension of the time of performance of the Services or any composition, settlement, promise not to sue or other forbearance on the part of either EDB or the Service Provider to the other shall not in any way release us from our continuing liability hereunder, and we hereby expressly waive our right to consent to or to receive notice of any such change, modification, addition, amendment, extension, composition, settlement, promise or forbearance.

This Performance Bond shall be valid until the date of issue of the Completion Certificate as defined under the terms of the Contract and any request for payment hereunder must be received by us on or before the later of such dates.

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This Performance Bond shall be governed by and interpreted under the laws of the Kingdom of Bahrain. It shall be returned to us on its expiry.

For and on Behalf of
Name of Guarantor and stamp

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Schedule (G)

FORM OF VARIATION ORDER

Contract Name:
Contract Date:
Service Provider Name:

The Service Provider shall execute the following variation to the Services described in Schedule (A) of the contract:

(Please describe the variation in detail):

The above shall be subject to the following:

Date of commencement of the Variation:
Target completion date of the Variation:
Agreed additional cost (if any):
Detail breakdown of additional cost (where applicable):
Service Provider's personnel to be assigned to execute the Variation:
Special terms (if any):

Signed for and on behalf of

The Client
[insert name and position]

Signec for and on behalf of

The Service Provider
[insert name and position]

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