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OMB No. 1124-0004; Expires July 31, 2023

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, Inc.	3634

3. Name of Foreign Principal
Abu Dhabi Future Energy Company PJSC - MASDAR

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? 06/21/2023

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

Provide communications and media relations support for COP28 event in the U.S. market.

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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 communications and media relations support for COP28 event in the U.S. market.

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.

Develop and implement communications and media relations for US audiences related to COP28 event.

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

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

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

Date	Contact	Method	Purpose

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12. During the period beginning 60 days prior to the obligation to register[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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

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, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

Date	Recipient	Purpose	Amount/Thing of Value

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
06/30/2023	Raquel daFonseca	/s/Raquel daFonseca

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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
6-30-23	Raquel da Fonseca	

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ABU DHABI FUTURE ENERGY COMPANY PJSC- MASDAR (1)

and

EDELMAN FZ LLC (2)

PROFESSIONAL SERVICES AGREEMENT RELATED TO PROVIDING COMMUNICATIONS AGENCY FOR MASDAR

HCAS-CS-PC-PSA-23-30284

Agreement Reference Number:

Version 2 – Dec 2022

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THIS AGREEMENT is dated 23-Jun- 2023

BETWEEN:

(1) **ABU DHABI FUTURE ENERGY COMPANY PJSC- MASDAR**, a public joint stock company established under the laws of the Emirate of Abu Dhabi (the **Company**) and whose principal address is P.O. Box 54115, Abu Dhabi, United Arab Emirates; acting for and on behalf of the Climate Envoy Office; and

(2) EDELMAN FZ LLC, an organization whose address is 701, Building 4, Level 7, Yas Creative Hub, PO Box 77793 Abu Dhabi UAE (the Consultant).
Company and the Consultant shall be referred to herein either individually as a **Party** or collectively as the **Parties**.

WHEREAS:

(A) The Consultant is engaged in the business of providing public relations and communication services for the Company and has considerable skill, knowledge and experience in that field to perform such services.

(B) In reliance upon the Consultant's skill, knowledge and experience, Company has agreed to engage the Consultant to provide the Services (as defined below) to the Company or any other person or entity designated by the Company in writing for this purpose, and the Consultant has agreed to accept the engagement on the terms and conditions set out in this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. INTERPRETATION

1.1 In this Agreement:

an **Affiliate** of the Consultant, means any person directly Controlling, Controlled by or under direct or indirect Common Control with the Consultant**;**

an **Affiliate** of the Company means Abu Dhabi National Energy Company PJSC and any person Controlled by Abu Dhabi National Energy Company PJSC;

Commencement Date means 21 June 2023;

Confidential Information has the meaning ascribed to it in Clause 10;

Consultant's Materials means any property of the Consultant (other than any Project Materials);

Controlling (including the terms **Controlling**, **Controlled by** and **under Common Control**) with respect to the relationship between two or more persons, means the possession, directly or indirectly by equity ownership, contract or otherwise, of the power to direct the management or policies of the specified person;

Deliverables means the deliverables to be supplied by the Consultant to the Company as part of the Services or as agreed between the Parties from time to time excluding Third Party Materials and Consultant's Materials;

Fees means the fee or fees specified in Schedule 1 payable by the Company to the Consultant in respect of the Services;

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Good Industry Practice means the practices, methods and procedures and that degree of skill, diligence, prudence and foresight which would reasonably be expected to be observed by a skilled and experienced consultant of international repute engaged in carrying out activities the same as, or similar to, the Services under the same or similar circumstances;

Intellectual Property Rights means (i) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

Project Materials means any works and materials created, developed, written or prepared by the Consultant, in relation to, or as part of, the performance of the Services (whether individually, collectively or jointly with the Company and on whatever media) including the Deliverables and any computer software programs, reports, studies, data, databases, diagrams, charts, specifications, pre-contractual and contractual documents and all drafts thereof and working papers relating thereto, but excluding the Consultant's ordinary correspondence, know-how, methodology and tools; and

Project Representative means the Company's Representative as identified under Schedule 1.

Services means the services (including provision of the Deliverables) to be provided by the Consultant under this Agreement including, those identified in Schedule 1.

Third Party Materials means all materials created by a third party other than the Consultant or the Company or its Affiliates, regardless of whether such material is already in existence at the time that it is desired to make use of it for the purposes of the Company's communications activity or is commissioned by the Consultant for the Company's communications activity during the term of this Agreement.

VAT means (i) value added tax, (ii) any goods and services, sales, consumption or turnover Tax and/or (iii) any imposition or levy of a like nature.

1.2 In this Agreement:

(a) references to a person include an individual, a body corporate, a partnership and an unincorporated association of persons; and

(b) references to a party to this Agreement include references to the successors or assigns (immediate or otherwise) of that party.

1.3 Clauses 1.1 and 1.2 apply unless expressly defined or set out otherwise.

1.4 The headings in this Agreement do not affect its interpretation. The recitals to this Agreement shall form a part hereof.

1.5 The schedules and appendices to this Agreement form part of it and any reference to **Clauses**, **Schedules** or **Appendices** means a clause, schedule or appendix to this Agreement respectively.

1.6 The words **includes** or **including** shall mean including without limitation.

1.7 Subject to clause 1.8 below; if there is any conflict or inconsistency between a term in the main part of this Agreement and a term in any of the Schedules or Appendices or other documents referred to or otherwise incorporated into this Agreement, the term in the main part of this Agreement shall prevail to the extent of the conflict or inconsistency.

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1.8 If there is any conflict or inconsistency between a term in the main part of this Agreement and a term in paragraph 6 of Schedule 1 "**DEVIATIONS TO STANDARD TERMS AND CONDITIONS**", the term in paragraph 6 of Schedule 1 "**DEVIATIONS TO STANDARD TERMS AND CONDITIONS**" shall prevail to the extent of the conflict or inconsistency

2. SERVICES

2.1 With effect from the Commencement Date, the Company hereby appoints the Consultant to perform the Services and the Consultant hereby accepts the appointment to perform the Services in accordance with this Agreement.

2.2 The Consultant shall devote to his obligations under this Agreement his time, attention, skill and care as may be necessary for the proper performance of those obligations.

3. TERM

This Agreement shall commence on the Commencement Date and shall continue until the date that is seven (7) months from the Commencement Date, unless earlier terminated pursuant to this Agreement or otherwise agreed by the Parties in writing.

4. TIME FOR PERFORMANCE

4.1 Any time for performance of the Services shall be as specified in Schedule 1 and time shall be of the essence. If no time for performance is specified for completion of the Services or any particular part of the Services, then the Consultant shall perform such Services within a time to be agreed by the Parties, or, failing such Agreement, within a reasonable time given the nature and extent of the Services.

4.2 The Consultant shall not be liable to the Company for any delay in providing the Services caused either in whole or in part by any failure to act of the Company nor for any delay caused either in whole or in part resulting from acts beyond the reasonable control of the Consultant, including acts of God, war, fire, flood, explosion, epidemics or civil commotion.

5. CONSULTANT'S UNDERTAKINGS

The Consultant represents, warrants and undertakes to the Company that:

(a) the Agreement, upon execution, will constitute a valid and legally binding Agreement of, the Consultant, enforceable against the Consultant in accordance with its terms;

(b) he possesses all requisite certificates, authorisations and permits (whether issued by any regulatory authority or otherwise) for the performance of the Services;

(c) he will, at all times during the performance of the Services, keep himself acquainted with and comply with all relevant laws, decrees, regulations, rules, procedures and codes of practice at any location where the Consultant is performing the Services;

(d) he has the necessary skill and expertise which would reasonably be expected to be observed by a skilled and experienced person engaged in carrying out activities the same as, or similar to, the Services on the terms set out in this Agreement;

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(e) he will comply with the requirements specified in Schedule 1 and will provide the Services with the care, skill and diligence required in accordance with Good Industry Practice and all applicable laws;

(f) where it is necessary to perform any design work in the performance of the Services, he will ensure such design work is free from any defect in design and workmanship, is fit for the purpose intended and is performed in accordance with Good Industry Practice and all applicable laws;

(g) unless specifically authorised in writing by the Company, he shall not have any authority to incur expenditure in the name or for the account of the Company or hold himself out in any way as having authority to bind the Company; and

(h) he will not accept or give any commission or gift or other financial benefit or inducement from or to any person or party in connection with the Services, and will immediately give the Company details of any such commission, gift, benefit or inducement which may be offered.

6. COMPANY'S OBLIGATIONS

6.1 Company shall:

(a) provide the Consultant with any information and documents as the Consultant may reasonably request for the proper performance of his obligations under this Agreement; and

(b) use its reasonable efforts to allow the Consultant such access to the Company's premises and to such other premises and property as is necessary to perform the Services during normal business hours; provided that the Company reserves the right (at its sole discretion) to refuse entry to the Consultant.

6.2 The Company makes no representation or warranty, express or implied, whether as to the accuracy, reliability or completeness (or otherwise) of any information or documents.

7. PAYMENT

7.1 In consideration for the Consultant performing the Services on the terms of this Agreement, the Company shall pay to the Consultant the Fees and expenses, if any, in accordance with the terms of Schedule 1. Other than as expressly provided in Schedule 1, the Fees shall be inclusive of all charges, disbursements and taxes of any nature whatsoever.

7.2 The Consultant shall be entitled to render invoices in accordance with Schedule 1 and payment of any sums due shall be made, subject to Clause 7.3, and unless the Parties agree otherwise, within thirty (30) days following the receipt of the invoice was properly rendered; provided that an invoice shall be deemed to be properly rendered only once the Consultant has submitted all documents reasonably required by the Company to support each invoice. All invoices and supporting documentation must be sent to the invoice address specified in Schedule 1. The Consultant shall ensure that all payments due to its sub-consultants, suppliers and other service providers, are made within thirty (30) days following the receipt by Consultant of the payment from the Company.

7.3 If any part of the Fees is subject to a bona fide dispute between the Company and the Consultant, the following provisions shall apply:

(a) the Company shall pay to the Consultant, in accordance with Clause 7.1, all amounts not disputed in good faith by the Company;

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(b) the Company shall notify the Consultant within fourteen (14) days from the date of receipt of correct invoice of any disputed items and shall describe in reasonable detail the Company's reasons for disputing each item; and

(c) within seven (7) days after the Consultant has received the notice referred to in clause 7.3(b), the Parties shall seek to reach settlement on the items that are the subject of the dispute and the Consultant shall revisit its submitted invoices against the reached settlement

7.4 The Company shall reimburse the Consultant for all expenses, if any, of the types identified in Schedule 1 which are properly and reasonably incurred by the Consultant in the provision of the Services provided that (i) the Company may require the Consultant to provide appropriate receipts or any other reasonable evidence of such expenditures and (ii) if any of these expenses exceed the aggregate amount (if any) specified in Schedule 1, the Company shall not be obliged to reimburse the Consultant for the excess unless the additional expenses have been approved by the Company prior to their being incurred.

7.5 The Fees specified in Schedule 1 may not be increased without the prior written consent of the Company.

7.6 The Company shall have the right to deduct from any monies due or which may become due to the Consultant, any monies or sums recoverable from the Consultant to the Company in respect of any claims against the Consultant.

7.7 Payment by the Company shall be without limitation to any claims or rights which the Company may have against the Consultant and shall not constitute any acceptance by the Company of the performance by the Consultant of its obligations hereunder.

7.8 All sums set out in this Agreement or otherwise payable by the Company to the Consultant pursuant to this Agreement shall be deemed to be inclusive of any VAT, sales or any similar Tax.

7.9 The Consultant must, as a precondition to any payments under this Agreement, provide the Company a VAT compliant Tax invoice(s).

7.10 If an adjustment arises in connection with a supply made under this Agreement, the Consultant must provide the Company a VAT compliant credit or debit note in accordance with the VAT legislation in the UAE.

8. PROJECT MANAGEMENT

8.1 The Company has appointed a Project Representative of the Company who shall be responsible for the co-ordination of all matters relating to the Services. The Project Representative for the Company is specified in Schedule 1. The Consultant undertakes to comply with the reasonable instructions of the Company and/or the Project Representative which may be given from time to time.

8.2 The Company and the Consultant shall meet as often as reasonably requested by the Company to ensure efficient performance of the Services.

8.3 The Consultant will prepare and submit any reports (including any Deliverables) and supply any information relating to the Services as may from time to time be reasonably required by the Company, in the format required by the Company.

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8.4 The Consultant will keep detailed records of all activities undertaken in connection with the provision of Services and shall, at the Company's request, make them available for inspection and/or provide copies thereof to the Company.

8.5 The Consultant shall ensure that while he is on the Company's premises, he will observe and comply with all applicable rules and regulations relating to sustainability, environment, health, safety and security.

9. INTELLECTUAL PROPERTY RIGHTS AND RELIANCE

9.1 The Company acknowledges that the Consultant's Materials are vested, and shall remain vested, with the Consultant.

9.2 The Consultant acknowledges that in the course of providing the Services the Consultant may use products, materials and methodologies proprietary to the Company or any Affiliate of the Company. The Consultant agrees that he shall not acquire any rights in those proprietary products, materials and methodologies whether under this Agreement or otherwise.

9.3 All Intellectual Property Rights in the Project Materials, whether on the date of receipt of the Project Materials or anytime thereafter, shall belong exclusively to the Company (or such other Affiliate as the Company may direct) and shall vest in the Company (or such other Affiliate as the Company may direct) unconditionally and immediately on the Project Materials having been created, developed, written or prepared. The Consultant shall, and shall ensure that each subcontractor shall, at the Company's expense, take all steps and sign all documents necessary to formalise such vesting in the Company (or such person or entity as the Company shall direct) or otherwise register such Intellectual Property Rights in the name of the Company or any person or entity designated by the Company subject to submission of such request by the Consultant and receipt of prior written approval from the Company on cost.

9.4 In consideration of the Company entering into this Agreement, the Consultant:

(a) as beneficial owner assigns (or shall procure the assignment) to the Company (or such other person or entity as the Company may direct) for all purposes the copyright and (to the extent capable of assignment under this Clause 9.4) all other Intellectual Property Rights in the Project Materials; and

(b) unconditionally and irrevocably waives (or shall procure the waiver of) all moral rights that exist or may exist in the Project Materials.

9.5 At the request of the Company, and in any event on the termination of this Agreement, the Consultant shall promptly deliver to the Company all copies of the Project Materials in the Consultant's possession or under its control and dispose of any soft copies in the possession of the Consultant or any of his sub-consultants / sub-contractors / providers accordingly.

9.6 The Consultant represents, warrants and undertakes that the Project Materials will be, so far as they do not comprise material originating from the Company, its employees, agents or subcontractors, original works of authorship and their use or possession by the Company, any of its Affiliates or the Consultant will not subject the Company, any of its Affiliates or the Consultant to any claim for infringement of any Intellectual Property Rights of any third party.

9.7 The Consultant undertakes to defend and hold harmless the Company and its Affiliates from and against any claim or action that the use or possession of the Project Materials (other than to the extent that the relevant Project Materials comprise material originating from the Company, its employees,

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agents or subcontractors) or any part of them by the Company or any of its Affiliates or the receipt by the Company or any of its Affiliates of any Services (or any part thereof) infringes the Intellectual Property Rights of a third party (the **IPR Claim**) and shall indemnify the Company and each of its Affiliates from and against any and all losses, damages, costs (including reasonable legal and other professional fees) expenses and other liabilities incurred by or awarded against the Company or any of its Affiliates as a result of or in connection with any IPR Claim.

9.8 If any IPR Claim is made, or in the Consultant's reasonable opinion is likely to be made, against the Company or any of its Affiliates, the Consultant shall promptly and at its own cost and expense either:

(a) obtain for the Company and each of its Affiliates (or such other person or entity as the Company shall require) the right to continue using the Services and the Project Materials in the manner permitted under this Agreement; or

(b) modify or replace the infringing part of the Services and the Project Materials so as to avoid the infringement or alleged infringement, without prejudice to the representations and warranties in this Agreement in relation to all and every part of the Services or the Project Materials, and without diminishing or curtailing in any material respect the value of the Project Materials and/or the Services.

9.9 The Consultant consents to allow the Company and any Affiliate of the Company to rely on the work and or service products in the Deliverables provided hereunder and on the Services being provided hereunder in accordance with the terms and conditions set forth herein.

9.10 This Clause 9 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

10. CONFIDENTIALITY AND ANNOUNCEMENTS

10.1 The Consultant undertakes to the Company and for the benefit of each of the Company's Affiliates (who shall be entitled to enforce the terms of this Clause 10) to treat as confidential all Confidential Information. **Confidential Information** means all information of whatever nature relating wholly or partly to the Services or the affairs of the Company or its Affiliates which:

(a) is supplied by or on behalf of the Company to the Consultant, in writing or orally and whether before or after the date of this Agreement;

(b) is obtained by the Consultant, in writing or orally, through or following discussions with the management, employees, agents or advisers of the Company or an Affiliate thereof;

(c) is acquired by observation or attendance by the Consultant, at the offices or other premises of the Company; or

(d) consists of any reports, analyses, compilations, studies or other documents prepared by, on behalf of or for the Consultant, and which contain or are derived from or otherwise reflect any information described in Clause 10.1(a) to Clause 10.1(c).

10.2 The Consultant may only use the Confidential Information for the purposes of this Agreement.

10.3 This Clause 10 shall not apply to any information which:

(a) at the time of its supply by (or on behalf of) the Company is in, or subsequently comes into, the public domain, except through breach of any of the undertakings set out in this Agreement;

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(b) is already in the lawful possession of the Consultant;

(c) subsequently comes lawfully into the possession of the Consultant from a third party who does not owe the Company an obligation of confidence in relation to it; or

(d) is required to be disclosed by law, regulation or any governmental or competent regulatory authority (including any securities exchange); provided that, to the extent reasonably practicable, the Party required to make such disclosure shall consult in advance with (and take into account the reasonable requests of) the Company on the proposed form, timing, content and purpose of the disclosure.

10.4 The Consultant undertakes that he shall not, without the prior written consent of the Company permit or authorise the making of any reference to this Agreement or to the Services or to the Company or its Affiliates' business operations, marketing and/or other plans. Any request by the Consultant to make any such reference shall be made in writing to the Company and shall be accompanied by a copy of the proposed reference and details of the time and medium for advertisement or announcement together with such other information or documentation as the Company may request.

10.5 Without affecting any other rights or remedies that the Company may have, the Consultant acknowledges that a person with rights under this Clause 10 may be irreparably harmed by any breach of its terms and that damages alone may not necessarily be an adequate remedy. Accordingly, the Consultant hereby acknowledges (without proof of actual damages) that injunctive relief, specific performance or other equitable relief in favour of the Company or any Affiliate thereof may be an appropriate and necessary remedy for any threatened or actual breach of the terms of Clause 10.

10.6 This Clause 10 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement for five (5) years from the date of completion of the Services.

11. TERMINATION

11.1 The Company shall be entitled to terminate this Agreement without cause at any time on giving the Consultant not less than fourteen (14) days' prior written notice of termination.

11.2 Each Party shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the other if the other Party is in material breach of any of its obligations under this Agreement and either that breach is incapable of remedy or the other Party shall have failed to remedy that breach within seven (7) days after receiving written notice requiring it to remedy that breach.

11.3 If the Company terminates this Agreement pursuant to Clause 11.1 or if the Consultant terminates this Agreement under Clause 11.2, the Company shall pay the Consultant the proportion of the outstanding Fees payable for the Services as relates to the services properly and satisfactorily carried out or where the Services are charged on a time basis, for the time properly and necessarily spent on the Services, as certified by the Company prior to the effective date of termination.

11.4 If Company exercises its rights of termination under Clause 11.2, it shall not be liable to the Consultant for any losses, claims, damages, fees, liabilities, costs or expenses suffered or incurred by the Consultant and resulting from such termination. In any event, under no circumstances shall the Company be liable to the Consultant for any indirect or consequential loss (including loss of goodwill, loss of profit, loss of any contract, loss of opportunity, loss of anticipated profits or revenue or costs of capital) as a result of termination of this Agreement.

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11.5 Upon expiry or termination, as the case may be, of this Agreement, the Consultant shall promptly deliver to the Company, upon its request, all Project Materials, Deliverables (in any state of completion) and Confidential Information together with any books, papers, materials and other related property relating to the business of the Company or relating to this Agreement or the Services that are in the Consultant's possession or under the Consultant's control and shall delete all soft copies in its control. No copies of the foregoing items may be retained by the Consultant for record purposes, except as required by law.

11.6 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination.

12. LIABILITY

12.1 The Consultant shall defend, hold harmless and indemnify the Company and any Affiliate of the Company, from and against any and all losses, claims, costs, liabilities, damages (including any loss of, or damage to, any property of, or injury to or death of, any person) and expenses suffered or incurred by the Company or any Affiliate of the Company, their respective directors, officers, employees and agents (the **Indemnified Persons**) arising from or in connection with any wilful or negligent act or omission by the Consultant or its officers, directors, employees, agents or subcontractors and/or any breach by the Consultant of this Agreement, applicable laws or arising directly or indirectly out of the performance by the Consultant of its obligations under this Agreement.

12.2 The Consultant shall defend, hold harmless and indemnify the Company and any Affiliate of the Company from and against any levies, demands or claims that may be made by the relevant authorities (outside the United Arab Emirates) against the Indemnified Persons or any payments made by the Indemnified Persons in respect of tax demands or other charges or contributions (outside the United Arab Emirates) relating to the provision of the Services by the Consultant.

12.3 If the Consultant is in breach of its obligations under this Agreement and fails to remedy such breach within seven (7) days after receiving notice requiring it to do so, the Company shall have the right, without prejudice to any other remedy it may have, to engage one or more third parties (each such third party a **Replacement**) to perform a portion or all of the Services that as of the date thereof have not been performed to the satisfaction of the Company (the **Uncompleted Services**). The Consultant shall indemnify the Company and its Affiliates from and against any and all losses, reasonable costs and expenses suffered or incurred by the Company or its Affiliates arising out of the engagement of any Replacements for performance of any, or all, of the Uncompleted Services to the extent that such losses, costs and expenses exceed that portion of the Fees attributable to the Uncompleted Services.

12.4 The total liability of the Consultant under this Agreement shall be limited to three (3) times the Fee payable to the Consultant under this Agreement, assuming no early termination and full performance of the Services. Such limitation of liability shall not apply in cases of fraud, corrupt practices, gross negligence, personal death or bodily harm and/or willful misconduct on part of the Consultant or in relation to any amounts which the Company or any of its Affiliates may claim from the Consultant under Clause 9.

12.5 This Clause 12 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

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13. INSURANCE

13.1 The Consultant undertakes to obtain and maintain in force at its own expense those insurances specified in Schedule 1 as may be varied from time to time in the amounts set therein with insurers acceptable to the Company insuring the Consultant against potential liabilities under or in relation to this Agreement, to an extent and to limits that are at least in accordance with all laws and as would be reasonably expected under the standards of Good Industry Practice, provided that the requirements stated herein shall not be construed in any way as a limit of the Consultant's liability under this Agreement or as constituting any waiver by the Company of any of its rights or remedies under this Agreement.

13.2 The Consultant shall allow the Company to inspect such certificates of insurance obtained and/or maintained by the Consultant pursuant to Clause 13.1 and shall provide copies of the same at the Company's request, together with copies of renewals and evidence that all premiums due have been paid. Neither inspection nor receipt of such copies shall constitute acceptance by the Company of the terms thereof or a waiver of the Consultant's responsibilities hereunder.

13.3 If the Consultant shall fail to procure or maintain any insurance required pursuant to this clause 13, then the Company shall have the right to procure such insurance at the Consultant's expense, provided the Company shall have given thirty (30) days' prior written notice to the Consultant of its intention to exercise such right unless such intention arises from the Consultant's non-payment of premiums for existing insurance in which case the Consultant shall have been given at least five (5) days' prior written notice of such intention and the Consultant shall reimburse the Company for such premiums within seven (7) days of being notified to do so.

13.4 The Consultant shall ensure that any agent or subcontractor engaged by the Consultant in relation to the Services obtains and maintains all insurances required by all applicable laws with reputable insurers and as would be reasonably expected under the standards of Good Industry Practice and all such other insurances as the Consultant may consider necessary. Any deficiencies in the cover or policy limits of insurances of such agents or subcontractors shall be the sole responsibility of the Consultant.

13.5 Notwithstanding any provision of the policies effected by the Consultant pursuant to Clause 13, the policies may not be cancelled, non-renewed or materially changed by the insurer without giving thirty (30) days' or, in the case of cancellation for non-payment of premium, ten (10) days' prior written notice to the Company.

14. ASSIGNMENT AND SUB-CONTRACTING

14.1 The Consultant may not assign, sublicense, transfer, create a charge over or otherwise dispose of any of its rights or subcontract, transfer or otherwise dispose of any of its obligations under this Agreement without the prior written consent of the Company, which may be withheld or delayed in its absolute discretion.

14.2 Nothing in this Agreement shall prevent or restrict the Company from assigning, sub-licensing, transferring, creating a charge over or otherwise disposing of any of its rights or from subcontracting, transferring or otherwise disposing of any of its obligations under this Agreement to an Affiliate of the Company. The Company shall not assign any part of its rights or obligations under this Agreement, other than to an Affiliate, without the consent of the Consultant (such consent not to be unreasonably withheld).

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15. EXCLUSIVITY AND CONFLICT OF INTEREST

Since during the provision of the Services the Consultant may come into possession of Confidential Information, the Consultant warrants that, for the duration of this Agreement, except with the prior written consent of the Company,

the Consultant shall not, whether as a consultant, principal, partner, director, employee or otherwise, directly or indirectly provide or procure the provision of any consultancy services nor carry out or procure the carrying out of any other business, activity, work or services to any other person that would conflict with its obligations under this Agreement.

16. COMPANY'S AUDIT

16.1 In addition to any record keeping and accounting requirements that may be included in the Agreement, the Consultant shall, and shall ensure that its sub-consultants and service providers, keep full and detailed books, logs, records, accounts, schedules, health and safety records, payroll records, receipts, statements, electronic files, correspondence and other pertinent documents as may be necessary for proper management under the Agreement, as required by Applicable Laws and in any way relating to the Agreement (the Books and Records). The Consultant shall maintain all such Books and Records in an orderly manner and in accordance with generally accepted accounting principles (as applicable) and shall retain all such Books and Records for a minimum period of three (3) years from the earlier

of the date of the successful completion of the Services or the date of termination of the Contract (for any reason), or such greater period of time as may be required under Applicable Laws.

16.2 Upon reasonable notice, at any time from the Effective Date until the expiry of the three (3) years period referred to above, the Company, or its authorised representative and/or any governmental authority shall have the right to enter any premises where any part of the Services are being provided/executed and/or where the Books and Records are being stored, for the purposes of auditing or having audited the Consultant's Books and Records in order to confirm (inter alia) that all costs claimed by the Consultant have been properly and rightfully incurred; and the Consultant has complied with any necessary procedures and other requirements of the Agreement or standard practices.

17. INFORMATION SECURITY

17.1 The Consultant shall, under the Agreement, provide information security that meets the most stringent of the specifications agreed between the Parties as described under the Services or the best industry practice. The security provided shall meet as a minimum standard that is reasonable in terms of the state of the art and the sensitivity of the information.

17.2 The access or identification codes and certificates provided by or through the Company are confidential and must be treated as such by the Consultant, and may only be made known to authorised personnel in the Consultant's own organisation and on a need to know basis for the provision of the Services only. The Company is entitled to change the access or identification codes and certificates.

17.3 The Consultant must adequately secure all its systems and infrastructure and have adequate, effective and active antivirus software protection at all times

18. NOTICES

18.1 Any notice or other document to be served under this Agreement may be delivered or sent by post, email (with receipt confirmed) or facsimile, in the case of the Company, to:

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Abu Dhabi Future Energy Company PJSC - Masdar
PO Box 54115 Khalifa
A City
Opposite Presidential Flight
Abu Dhabi, United Arab Emirates

For the attention of: Jonathan Dominic Evans, General Counsel, Legal,
Address: P.O. Box 54115, Abu Dhabi - U.A.E
Telephone: +971 2 653 0044
Fax. No: +971 (2) 653 6002
email: jdevans@masdar.ae

With a copy email to legalunit@masdar.ae

or, in the case of the Consultant, at its address set out in the preamble of this Agreement or in Schedule 1 or as otherwise agreed between the Parties.

18.2 When providing service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted or that the facsimile message or e-mail was properly addressed and despatched (as the case may be) in accordance with Clause 18.1.

19. GENERAL

19.1 No partnership or agency

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties, nor constitute either Party constituting or becoming in any way the agent of the other Party for any purpose.

19.2 Counterparts

This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

19.3 Waiver

The rights of each Party under this Agreement:

(a) may be exercised as often as necessary;

(b) are cumulative and not exclusive of rights or remedies provided by law; and (c)

may be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver of that right.

19.4 Amendments

Any amendment of this Agreement shall not be binding on the Parties unless set out in writing, expressed to amend this Agreement and signed by each of the Parties.

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19.5 Severability

If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

(a) the legality, validity or enforceability in that jurisdiction of any other term of this Agreement; or

(b) the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

19.6 Further assurance

Each Party undertakes, at the request and cost and expense of the other Party, to sign all documents and to do all other acts, which may be necessary to give full effect to this Agreement.

19.7 Costs

Each Party shall pay the costs and expenses incurred by it in connection with the entering into of this Agreement.

19.8 Language

(a) Any notice given in connection with this Agreement must be in English.

(b) Any other document provided in connection with this Agreement must be:

(i) in English; or

(ii) (unless the Parties otherwise agree) accompanied by a certified English translation, in which case, the English translation prevails unless the document is a statutory or other official document.

19.9 Third Party Rights

(a) The Company's Affiliates, its assigns and/or any other entity, to the extent that each has provided, is providing, or will provide in the future services to the Company, is a third-party beneficiary of this Agreement.

(b) Any Affiliate of the Company may enforce any of the terms of this Agreement against the Consultant under, amongst others, article 254 of UAE Federal Law No. 5 of 1985 promulgating the Civil Code of the UAE (or any replacement or successor provisions).

19.10 Whole Agreement

(a) This Agreement, the documents referred to in it and any Agreements relating to this Agreement entered into on the date of this Agreement between the Parties contain the whole Agreement between the Parties relating to the transactions contemplated by this Agreement and supersede all previous agreements between the Parties relating to those transactions.

(b) Subject to Clause 19.10(c), each Party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and the documents referred to in it) made by or on behalf of any other Party before the

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date of this Agreement. Each Party waives all rights and remedies which, but for this Clause 19.10(b), might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

(c) Nothing in Clause 19.10(b) limits or excludes any liability for fraud.

20. GOVERNING LAW AND ARBITRATION

20.1 This Agreement shall be governed by and construed in accordance with the laws of the Emirate of Abu Dhabi and the United Arab Emirates.

20.2 Any dispute or difference of any kind between the Parties in connection with or arising out of this Agreement or the breach, termination or validity hereof (a **Dispute**) shall be finally settled in accordance with the rules promulgated by the London Court of International Arbitration (the **Rules**). Notwithstanding the foregoing, either Party may seek injunctive relief in any court of competent jurisdiction against the improper use or disclosure of Confidential Information. It is hereby agreed that:

a. the place (seat) of the arbitration shall be the Abu Dhabi Global Market;

b. there shall be three arbitrators to be appointed in accordance with the Rules;

c. the language of the arbitration shall be English;

d. the award shall be in writing and shall set forth in reasonable detail the facts of the Dispute and the reasons for the tribunal's decision; and

e. the award in such arbitration shall be final and binding upon the Parties and judgment thereon may be entered in any court having jurisdiction for its enforcement.

20.3 Notwithstanding any Dispute or arbitration arising hereunder, the Parties shall continue to perform their respective obligations under this Agreement unless the Parties otherwise agree.

21. ANTI-CORRUPTION

21.1 Each Party undertakes that it, its Affiliates and their respective directors and employees, administrators, agents and representatives (collectively, the "**Relevant Persons**") must, when performing their obligations hereunder or in connection with the Projects, fully comply with all applicable laws relating to the corruption and bribery, including without limitation the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act, both as amended from time to time.

21.2 Each Party represents and warrants that no Relevant Person has made, nor will make, directly or indirectly any Prohibited Payment in connection with this Agreement or the Project.

21.3 A Party in breach of any of the warranties, obligations or undertakings in this Clause 21 shall indemnify and hold the other Parties harmless against any and all claims, losses or damages arising from or related to such breach.

21.4 Each Party shall promptly inform the other Parties of any Prohibited Payment of which it becomes aware or which it has reasonable grounds for suspecting has occurred or will occur in connection with this Agreement.

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21.5 For the purposes of this Agreement, "**Prohibited Payment**" means and includes any offer, donation, payment, promise of payment or authorisation for payment of any sum of money or object of value made directly or indirectly to a government and/or state employee, including any relative of a government and/or state employee, with the purpose of:

a. influencing any act or decision of the government and/or state employee in exercise of his/her functions;

b. encouraging the government and/or state employee to perform or fail to perform an act in violation of his/her legal duties;

c. obtaining an undue advantage; or

d. encouraging the government and/or state employee to use his/her influence with an agency or public body in order to affect or influence any act or decision of said agency or public body, so as to facilitate the obtaining or maintaining of a business deal, or the routing of a business deal to any party.

[*signatures at last page*]

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SCHEDULE 1

1. SERVICES

During the Term the Consultant shall provide the Company with a rotated team of up to two Managing Directors in Abu Dhabi to provide the services set out in the paragraph below ("**Personnel**").

The Personnel shall assist the Company with the following public relations and communications services in respect of the COP28 event: working on media relations ensuring placement of content into US media.

In addition to the above, the Consultant shall provide the Company with the following public relations and communications services in respect of COP28 event: (i) media market activations and visits in US markets; (ii) support on monitoring and reporting; and (iii) crisis media management support.

Each party shall have a senior point of contact to discuss any matters relating to the Agreement. For Consultant, such senior point of contact shall be the Senior Counsel Project Lead.

2. FEES AND EXPENSES

The fee for the Services is AED 8,814,000 (before VAT) (**Fee**), which shall be paid to the Consultant by the Company in six equal instalments (**Instalments**) as follows:

On or before:	Portion of total Fee (before VAT):
June 21 2023	AED 1,469,000
July 31 2023	AED 1,469,000
August 31 2023	AED 1,469,000
September 30 2023	AED 1,469,000
October 31 2023	AED 1,469,000
November 30 2023	AED 1,469,000

Notwithstanding anything to the contrary in the Agreement, including Article 7, Company shall pay Instalment 1 on the respective payment date above; and Instalments 2 to 6 shall be paid by Company: (a) within thirty (30) days of receipt of the relevant invoice; or (b) on or before the respective payment date above, whichever is later.

The Fee above includes the Consultant's reasonable expenses incurred in performing the Services, including but not limited to air travel, accommodation, meals, translation costs and ground transportation (**Expenses**), which shall not be subject to Company's prior approval, provided the Consultant complies with any reasonable travel and hotel policy provided to the Consultant by the Company from time to time.

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The Fee, excluding the Expenses, will be "drawn down" from by the Consultant based on (i) the Personnel's hours; (ii) the hours required by Consultant's team who are not Personnel; and (iii) the delivery of the Services, all in accordance with the Consultant's rates as agreed between Company and Consultant from time to time. Consultant will provide regular updates to the Company on the ongoing status of the Services and Expenses on no less than a monthly basis.

If, at any time during the provision of the Services, the draw down of the Fee by Consultant in accordance with the paragraph above exceeds the portion of the Fee paid in the prior Instalment(s) (**Overservice**), the Consultant shall inform the Company via e-mail and both parties shall seek to mutually agree how to rectify this, which may require Company to make prompt payment of the next Instalment and/or increase the overall Fee. The Consultant reserves the right to suspend the performance of its Services until the parties mutually agree how to address any such Overservice that may have arisen.

If a payment is not received within seven days of its corresponding due date, the Consultant reserves the right to suspend the performance of its Services until it has received such overdue amount.

Any deliverables or services not expressly set out in this Schedule are excluded from the Deliverables and Services and the Fee. The Company may request additional deliverables and services on an ad hoc basis and the Consultant is not obliged to provide any additional deliverables or service to the Company until the Consultant and the Company have entered into a written agreement as to the scope of, and remuneration for, that additional deliverable or service.

3. REPRESENTATIVES

The Company Representative is:
Name: Sconaid McGeachin
Address: P. O Box: 54115, Abu Dhabi - U.A.E
Email: sconaid.mcgeachin@climateenvoy.gov.ae
Telephone: 058-5086958
Fax: +971 2 653 3007

The Consultant's Representative is:
Name: Yashoda Bhatia –
Address: Office 701, Level 7
One JLT Building
Dubai, United Arab Emirates
Email: yashoda.bhatia@edelman.com
Telephone: 0097155 1980737

4. INSURANCES

Professional Indemnity	USD 5 million per occurrence and limited in the aggregate to USD 5 million
Automobile Liability	USD 1 million in respect of third party property damage, bodily injury or death
Workmen's Compensation	To cover all sums which the Consultant shall become required to pay in accordance with Chapter VIII of the United Arab Emirates Federal Law of 1980 or other labour law in the relevant jurisdiction(s) and any subsequent amendments

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Third Party Liability	USD 1 million per occurrence in the annual aggregate
Employer's Liability	USD 1 million per occurrence and in the annual aggregate

All insurances as required in accordance with Applicable Laws.

5. INVOICES

Invoices shall be addressed to:

Abu Dhabi Future Energy Company PJSC - Masdar
Accounts Payable
APteam@masdar.ae
Finance & Business Support Unit
P.O Box 54115
Abu Dhabi
United Arab Emirates
Phone: +971 2 653 3333

Each invoice must be an original and must include the following minimum details:

- Name of the Company Representative (see name in item 3 above) and the Project name, or if no name, a brief description of the Project;
- Agreement reference number (see the cover page);
- Names of all contracting Parties, as set out in this Agreement;
- Consultant UAE TRN (as applicable); and
- Approved Statement of services, approved deliverables, etc.

6. DEVIATIONS TO STANDARD TERMS & CONDITIONS

The following are the agreed deviations to the Agreement terms & conditions:

Clause	Description	Article replaced with the following revised terms and conditions or deleted in its entirety (as applicable)
Clause 7.8	All sums set out in this Agreement or otherwise payable by the Company to the Consultant pursuant to this Agreement shall be deemed to be inclusive of any VAT, sales or any similar Tax	All sums set out in this Agreement or otherwise payable by the Company to the Consultant pursuant to this Agreement shall be deemed to be exclusive of any VAT (unless otherwise specified), sales or any similar Tax
Clause 7.10	If an adjustment arises in connection with a supply made under this Agreement, the Consultant must provide the Company a VAT compliant credit or debit note in accordance with the VAT legislation in the UAE.	If an adjustment arises in connection with a supply made under this Agreement, the Consultant must provide the Company a VAT compliant credit or debit note in accordance with the relevant VAT

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		requirements and reflecting the services rendered. All payments made by the Company under this Agreement shall be made free and clear of and without deduction or withholding for or on account of any taxes unless such deduction or withholding is required by applicable law (or the prevailing income tax treaties), in which case the Company shall: (i) withhold the legally required amount from payment and increase the sum payable pursuant to this Agreement by such amount as shall, after such deduction or withholding has been made, leave the Consultant with the same amount as it would have been entitled to receive in the absence of such deduction or withholding; (ii) remit such amount to the applicable taxing authority; and (iii) within 30 days of payment or as soon as possible with no unreasonable delays, deliver to Consultant original documentation or a certified copy evidencing such payment ("Withholding Tax Receipt"). In the event the Company does not provide a Withholding Tax Receipt in accordance with the preceding sentence, the Company shall be liable to and shall reimburse Consultant for the withholding taxes deducted from the payments.
Clause 9.2	The Consultant acknowledges that in the course of providing the Services the Consultant may use products, materials and methodologies proprietary to the Company or any Affiliate of the Company. The Consultant agrees that he shall not acquire any rights in those proprietary products, materials and methodologies whether under this Agreement or otherwise.	The Consultant acknowledges that in the course of providing the Services the Consultant may use products, materials and methodologies proprietary to the Company or any Affiliate of the Company. The Consultant agrees that he shall not acquire any rights in those proprietary products, materials and methodologies whether under this Agreement or otherwise. Company warrants that the use of any materials provided by or on behalf of the Company to Consultant for the purpose of the Consultant's performance of its obligations under this Agreement shall

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		comply with applicable law and not infringe the rights (including intellectual property rights) of any third party
Clause 9.3	All Intellectual Property Rights in the Project Materials, whether on the date of receipt of the Project Materials or anytime thereafter, shall belong exclusively to the Company (or such other Affiliate as the Company may direct) and shall vest in the Company (or such other Affiliate as the Company may direct) unconditionally and immediately on the Project Materials having been created, developed, written or prepared. The Consultant shall, and shall ensure that each subcontractor shall, at the Company's expense, take all steps and sign all documents necessary to formalise such vesting in the Company (or such person or entity as the Company shall direct) or otherwise register such Intellectual Property Rights in the name of the Company or any person or entity designated by the Company subject to submission of such request by the Consultant and receipt of prior written approval from the Company on cost.	All Intellectual Property Rights in the Deliverables, whether on the date of receipt of the Deliverables or anytime thereafter, shall belong exclusively to the Company (or such other Affiliate as the parties may agree) and shall vest in the Company (or such other Affiliate as the parties may agree) unconditionally and immediately on the Deliverables having been created, developed, written or prepared and upon payment in full of all undisputed amounts due and owing to the Consultant with respect to those Deliverables. The Consultant shall, and shall ensure that each subcontractor shall, at the Company's expense, take all steps and sign all documents necessary to formalise such vesting in the Company (or such person or entity as the Company shall direct) or otherwise register such Intellectual Property Rights in the name of the Company or any person or entity designated by the Company subject to submission of such request by the Consultant and receipt of prior written approval from the Company on cost. The Consultant grants the Company a non-exclusive, worldwide, personal and royalty free licence to use the Consultant's Materials solely as necessary for the use of the Deliverables in accordance with this Agreement. The Company grants the Consultant a royalty free, worldwide, non-exclusive licence to use materials provided by or on behalf of the Company and, to the extent the relevant Intellectual Property Rights are assigned to the Company, the Deliverables, in each case as necessary for the Consultant to provide the Services and perform this Agreement. The Consultant shall inform the Company if it intends to incorporate any Third Party Materials in any Project Materials. Where

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		reasonably practicable (given the Third Party Materials in question), the Consultant will use reasonable endeavours to obtain an unconditional written assignment to the Company of all Intellectual Property Rights in such Third Party Materials at pre-agreed cost to the Company. The Consultant shall inform the Company in writing if no such assignment is offered or can be obtained on reasonable terms. The Company shall then decide whether it still wishes the relevant Third Party Materials to be used in the Project Materials and, if so, the Consultant shall procure such usage rights (at the Company's expense) as the Consultant reasonably believes will be required for the use of such materials provided in accordance with this activity. The Consultant shall grant to the Company only such Intellectual Property Rights in any Third Party Materials as the Consultant is permitted by the relevant third party to grant to the Company. The Consultant shall inform the Company of any usage restrictions that apply to the Third Party Materials and the Company shall comply with those restrictions. To the maximum extent permitted by law, the Consultant's liability in relation to or as a result of the use of Third Party Materials shall be limited to the liability accepted by the third party rights holder under the relevant licence agreement. Unless specifically provided for in Schedule 1 and paid for by the Company, the Consultant does not perform any searches, including trademark or patent searches, to determine if materials prepared or provided by it may infringe the rights of any third party. Any such searches and determinations are the responsibility of the Company
Clause 9.4	In consideration of the Company entering into this Agreement, the Consultant: as beneficial owner assigns (or shall procure the assignment) to the Company (or such other person or entity as the Company may direct) for	In consideration of the Company entering into this Agreement, the Consultant: as beneficial owner assigns (or shall procure the assignment) to the Company (or such other person or entity as the Company may direct) for all purposes the copyright and (to the extent capable of

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	all purposes the copyright and (to the extent capable of assignment under this Clause 9.4) all other Intellectual Property Rights in the Project Materials; and unconditionally and irrevocably waives (or shall procure the waiver of) all moral rights that exist or may exist in the Project Materials.	assignment under this Clause 9.4) all other Intellectual Property Rights in the Deliverables; and unconditionally and irrevocably waives (or shall procure the waiver of) all moral rights that exist or may exist in the Deliverables.
Clause 9.5	At the request of the Company, and in any event on the termination of this Agreement, the Consultant shall promptly deliver to the Company all copies of the Project Materials in the Consultant's possession or under its control and dispose of any soft copies in the possession of the Consultant or any of his sub-consultants / sub-contractors / providers accordingly.	At the request of the Company, and in any event on the termination of this Agreement, the Consultant shall promptly deliver to the Company all copies of the Deliverables in the Consultant's possession or under its control.
Clause 9.6	The Consultant represents, warrants and undertakes that the Project Materials will be, so far as they do not comprise material originating from the Company, its employees, agents or subcontractors, original works of authorship and their use or possession by the Company, any of its Affiliates or the Consultant will not subject the Company, any of its Affiliates or the Consultant to any claim for infringement of any Intellectual Property Rights of any third party.	The Consultant represents, warrants and undertakes that the Deliverables will be, so far as they do not comprise material originating from the Company, its employees, agents or subcontractors, original works of authorship and their use or possession by the Company, any of its Affiliates or the Consultant will not subject the Company, any of its Affiliates or the Consultant to any claim for infringement of any Intellectual Property Rights of any third party.
Clause 9.7	The Consultant undertakes to defend and hold harmless the Company and its Affiliates from and against any claim or action that the use or possession of the Project Materials (other than to the extent that the relevant Project Materials comprise material originating from the Company, its employees, agents or subcontractors) or any part of them by the Company or any of its Affiliates or the receipt by the Company or any of its Affiliates of any Services (or any part thereof) infringes the Intellectual Property Rights of a third party (the IPR Claim) and shall indemnify the Company and each of its Affiliates from and against any and all losses, damages, costs (including reasonable legal and other professional	The Consultant undertakes to defend and hold harmless the Company and its Affiliates from and against any claim or action that the use or possession of the Deliverables and Third Party Materials incorporated in accordance with, and subject to, Article 9.3 (other than to the extent that the relevant Deliverables comprise material originating from the Company, its employees, agents or subcontractors) or any part of them by the Company or any of its Affiliates or the receipt by the Company or any of its Affiliates of any Services (or any part thereof) infringes the Intellectual Property Rights of a third party (the IPR Claim) and shall indemnify the Company and each of its Affiliates from and against any and all losses, damages, costs (including

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	fees) expenses and other liabilities incurred by or awarded against the Company or any of its Affiliates as a result of or in connection with any IPR Claim.	reasonable legal and other professional fees) expenses and other liabilities incurred by or awarded against the Company or any of its Affiliates as a result of or in connection with any IPR Claim.
Clause 9.8	If any IPR Claim is made, or in the Consultant's reasonable opinion is likely to be made, against the Company or any of its Affiliates, the Consultant shall promptly and at its own cost and expense either: (a) obtain for the Company and each of its Affiliates (or such other person or entity as the Company shall require) the right to continue using the Services and the Project Materials in the manner permitted under this Agreement; or (b) modify or replace the infringing part of the Services and the Project Materials so as to avoid the infringement or alleged infringement, without prejudice to the representations and warranties in this Agreement in relation to all and every part of the Services or the Project Materials, and without diminishing or curtailing in any material respect the value of the Project Materials and/or the Services.	If any IPR Claim is made, or in the Consultant's reasonable opinion is likely to be made, against the Company or any of its Affiliates, the Consultant shall promptly and at its own cost and expense either: a) obtain for the Company and each of its Affiliates (or such other person or entity as the Company shall require) the right to continue using the Services and the Deliverables and Third Party Materials incorporated in accordance with, and subject to, Article 9.3 in the manner permitted under this Agreement; or b) modify or replace the infringing part of the Services and the Deliverables and Third Party Materials incorporated in accordance with, and subject to, Article 9.3 so as to avoid the infringement or alleged infringement, without prejudice to the representations and warranties in this Agreement in relation to all and every part of the Services, Deliverables and/or Third Party Materials (as applicable), and without diminishing or curtailing in any material respect the value of the Deliverables and/or Third Party Materials and/or the Services.
Clause 9.9	The Consultant consents to allow the Company and any Affiliate of the Company to rely on the work and or service products in the Deliverables provided hereunder and on the Services being provided hereunder in accordance with the terms and conditions set forth herein.	The Consultant may allow the Company and any Affiliate of the Company to rely on the work and or service products in the Deliverables provided hereunder and on the Services being provided hereunder in accordance with the terms and conditions set forth herein, subject to the Consultant's prior written approval (not to be unreasonably withheld) on a case by case to any Affliate of the Company. To the extent work carried out as part of the Services is used by the Company for any purpose other than that for which it was

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		commissioned, the Consultant shall have no liability.
Clause 11.1	The Company shall be entitled to terminate this Agreement without cause at any time on giving the Consultant not less than fourteen (14) days' prior written notice of termination.	The Company shall be entitled to The Company shall be entitled to terminate this Agreement without cause at any time on giving the Consultant not less than fourteen (14) days' prior written notice of termination. Without prejudice to its other rights and remedies, the Consultant shall be entitled to terminate this Agreement without cause at any time on giving the Company not less than four (4) weeks' prior written notice of termination, except where notice is given after 31 October 2023 termination shall not be effective prior to 20 December 2023.
Clause 11.3	If the Company terminates this Agreement pursuant to Clause 11.1 or if the Consultant terminates this Agreement under Clause 11.2, the Company shall pay the Consultant the proportion of the outstanding Fees payable for the Services as relates to the services properly and satisfactorily carried out or where the Services are charged on a time basis, for the time properly and necessarily spent on the Services, as certified by the Company prior to the effective date of termination.	If the Company terminates this Agreement pursuant to Clause 11.1 or if the Consultant terminates this Agreement under Clause 11.2 the Company shall pay the Consultant the proportion of the outstanding Fees payable for the Services as relates to the services properly and satisfactorily carried out or where the Services are charged on a time basis, for the time properly and necessarily spent on the Services, non-cancellable third party costs (that were approved in advance) up to the point of termination and as certified by the Company prior to the effective date of termination.
Clause 12.1	The Consultant shall defend, hold harmless and indemnify the Company and any Affiliate of the Company, from and against any and all losses, claims, costs, liabilities, damages (including any loss of, or damage to, any property of, or injury to or death of, any person) and expenses suffered or incurred by the Company or any Affiliate of the Company, their respective directors, officers, employees and agents (the Indemnified Persons) arising from or in connection with any wilful or negligent act or omission by the Consultant or its officers, directors, employees, agents or subcontractors and/or any breach by the Consultant of this Agreement,	Delete in its entirety.

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	applicable laws or arising directly or indirectly out of the performance by the Consultant of its obligations under this Agreement.	
Clause 12.2 and 12.3	The Consultant shall defend, hold harmless and indemnify the Company and any Affiliate of the Company from and against any levies, demands or claims that may be made by the relevant authorities (outside the United Arab Emirates) against the Indemnified Persons or any payments made by the Indemnified Persons in respect of tax demands or other charges or contributions (outside the United Arab Emirates) relating to the provision of the Services by the Consultant. If the Consultant is in breach of its obligations under this Agreement and fails to remedy such breach within seven (7) days after receiving notice requiring it to do so, the Company shall have the right, without prejudice to any other remedy it may have, to engage one or more third parties (each such third party a Replacement) to perform a portion or all of the Services that as of the date thereof have not been performed to the satisfaction of the Company (the Uncompleted Services). The Consultant shall indemnify the Company and its Affiliates from and against any and all losses, reasonable costs and expenses suffered or incurred by the Company or its Affiliates arising out of the engagement of any Replacements for performance of any, or all, of the Uncompleted Services to the extent that such losses, costs and expenses exceed that portion of the Fees attributable to the Uncompleted Services.	Delete in its entirety
Clause 12.4	The total liability of the Consultant under this Agreement shall be limited to three (3) times the Fee payable to the Consultant under this Agreement, assuming no early termination and full performance of the Services. Such limitation of liability shall not apply in cases of fraud, corrupt practices, gross	The total liability of the Consultant under this Agreement shall be limited to three (3) times the Fee payable to the Consultant under this Agreement. Such limitation of liability shall not apply in cases of fraud, corrupt practices, gross negligence, personal death or bodily harm

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	negligence, personal death or bodily harm and/or willful misconduct on part of the Consultant or in relation to any amounts which the Company or any of its Affiliates may claim from the Consultant under Clause 9.	and/or willful misconduct on part of the Consultant.
Clause 15	Since during the provision of the Services the Consultant may come into possession of Confidential Information, the Consultant warrants that, for the duration of this Agreement, except with the prior written consent of the Company, the Consultant shall not, whether as a consultant, principal, partner, director, employee or otherwise, directly or indirectly provide or procure the provision of any consultancy services nor carry out or procure the carrying out of any other business, activity, work or services to any other person that would conflict with its obligations under this Agreement.	Delete in its entirety
Clause 17.3	The Consultant must adequately secure all its systems and infrastructure and have adequate, effective and active antivirus software protection at all times	The Consultant must use all commercially reasonable efforts to adequately secure all its systems and infrastructure and have adequate, effective and active antivirus software protection at all times
Clause 19.9	The Company's Affliates, its assigns and/or any other entity, to the extent that each has provided, is providing, or will provide in the future services to the Company, is a third-party beneficiary of this Agreement. Any Affiliate of the Company, may enforce any of the terms of this Agreement against the Consultant under, amongst others, article 254 of UAE Federal Law No. 5 of 1985 promulgating the Civil Code of the UAE (or any replacement or successor provisions).	A person who is not a party to this Agreement has no rights to enforce any term of this Agreement.
Clause 22	New Article	Each party will comply with its obligations under all applicable, money laundering, anti-terrorism and data protection laws.

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Clause 23	New Article	Each party shall comply with its obligations under all applicable data protection and privacy legislation, including the General Data Protection Regulation (EU 2016/679) ("**GDPR**") and any national laws implementing the GDPR and binding on that party. Where Consultant is to process personal data (as defined in the GDPR) on behalf of Company in performance of its Services and/or personal data is intended to be transferred by one Party to the other Party in relation to this Agreement, the parties shall mutually agree and enter into a data processing agreement that sets out the terms on which such processing and/or transfers shall take place. Company acknowledges that the Consultant and its Affiliates use cloud services and systems to store and process data which may involve the transfer of Company's Confidential Information (including personal data (as defined in the GDPR) to the extent the Consultant is required to process any personal data in accordance with this Agreement or in order to provide the Services) outside the UK and European Economic Area (EEA). Company consents to this transfer of Company Confidential Information (including such personal data) provided that, for transfers of personal data, it is effected by way of Appropriate Safeguards. **Appropriate Safeguards** means such legally enforceable mechanism(s) for transfers of personal data as may be permitted under applicable data protection laws from time to time. The Consultant shall not otherwise transfer Company's personal data outside UK, EEA or to any international organisation (as defined in the GDPR) without Company's prior written consent and, where such consent is granted, the Consultant shall ensure Appropriate Safeguards are put in place To the extent either Party processes the name, business telephone number, business mobile phone number, business address, or business email address of the other Party's employees in the ordinary





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		course of developing and/or maintaining a business relationship between them, each Party represents to the other Party that it is authorized to permit the other Party to process such personal data regarding employees for the sole purpose of performing their respective responsibilities under this Agreement and instructs the other Party to process such personal data for that purpose.

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WHEREAS the Parties have hereby caused their duly authorised representatives to execute and deliver this Agreement on the date first above written. The Parties agree to sign the Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is conclusive evidence of the Parties' intention to be bound by this Agreement as if signed by manuscript signature.

SIGNATORIES

For and on behalf of **ABU DHABI FUTURE ENERGY COMPANY PJSC- MASDAR**

Name: Niall Hannigan
Title: Chief Financial Officer
Date Signed 23 Jun 2023

For and on behalf of **EDELMAN FZ LLC**

Name: OMAR QIREM
Title: Chief Executive Officer
Date Signed 23 June 2023

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