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OMB No. 1124-0004; Expires October 31, 2026

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? 11/24/2023

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

Provide additional resource hours for COP28 event including press office support, editorial support and social/media monitoring.

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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 additional resource hours for COP28 event including press office support, editorial support and social/media monitoring.

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.

Provide additional resource hours for COP28 event including press office support, editorial support and social/media monitoring.

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

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
11/30/2023	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
11-30-23	Raquel Fonseca	

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PROFESSIONAL SERVICES AGREEMENT VARIATION ORDER

Masdar A MUBADALA COMPANY مصدر إحدى شركات مبادلة

ABU DHABI FUTURE ENERGY COMPANY PJSC - MASDAR (the Company)

Address:	3rd Floor, MIST 1A, Masdar City	**Agreement Number:**	
	P.O. Box: 54115, Abu Dhabi, UAE	**Agreement Dated:**	23-Jun-23
Cont. Engr. :	Mohammed Shakeel	**Variation Order Number:**	02
Telephone:	+971 - (0)2 - 653 3145	**Variation Order Dated:**	24-Nov-23
Fax:	+971 - (0)2 - 653 3333	**Variation Order Execution Number:**	
E-mail:	knemer@masdar.ae	**Requisition Ref:**	

Agreement Time (Months)			**Agreement Fees (excluding UAE VAT)**		
1. Original duration	7	Months	1. Original Agreement Fees	AED	8,814,000.00
2. Previous change orders	0	Months	2. Amount of previously approved variation orders	AED	-
3. Duration prior to this change (Line 1 + Line 2)	7	Months	3. Agreement Fees prior to this change (Line 1 + Line 2)	AED	8,814,000.00
4. Schedule adjustment this change	0	Months	4. Amount of this Agreement variation order	AED	1,857,276.01
5. Revised Agreement duration (Line 3 + Line 4)	7	Months	5. Total Agreement Fees to date (Line 3 + Line 4)	**AED**	**10,671,276.01**
6. Adjusted Agreement End Date:	**31-Jan-24**				

FM Provider:	EDELMAN FZ LLC	**Project Name:**	Communications Agency Services For Masdar
Address:	P.O. Box: 77793, Abu Dhabi	**Site Name:**	Masdar
	United Arab Emirates	**Site Address:**	Masdar, Opposite Presidential Flight Terminal
Contact Name:	Gurpreet Brar		P.O. Box: 54115, Abu Dhabi
Telephone:			United Arab Emirates
Mobile			
Email:	Gurpreet.Brar@edelman.com		

The following changes are hereby made to the Agreement identified above:

1. This Variation Order (VO)#1 is issued for the additional services for "Digital and Social press office support and CDP editorial support for COP28", as per the scope of services, defined under the 'Attachment 1 to this VO', which will be part of the 'SCHEDULE 1 – SERVICES';
2. The total Not to Exceed (NtE) amount for the additional services under VO#1 is as AED 1,857,276.01 (excluding VAT) and the payment terms are further detailed in the Attachment No. 1, which shall be part of 'SCHEDULE 1 – FEES & EXPENSES':
3. For avoidance of doubt, the Completion Date of original SERVICES will remain unchanged i.e., 31-Jan-24;
4. The Parties agree to sign this VO#1 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 VO#1 as if signed by manuscript signature; and
5. All other terms and conditions of the original Contract remain unchanged.

Signed on behalf of the Consultant		**Signed on behalf of the Company**	
Signed By:		**Signed By:**	
Printed Name:	Omar Qirem	**Printed Name:**	Tareq Al Qubali
Title:	Chief Executive Officer	**Title:**	Executive Director
Date:	24 November 2023	**Date:**	24-Nov-2023

EDELMAN FZ LLC

FORM 2 LC Masdar Legal

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Attachment # 1 to VO#HCAS-CS-PC-PSA-23-30284 -VO1

COP28 Event Scope Support

An incremental budget of AED 1,857,276.01 (excluding VAT) will provide additional support in the run up to, during and for one week following the conclusion of COP28.

The additional resource will support the following deliverables with the estimated resourcing:

Ac&#xfffd;vity	Scope Budget Allocation	# of Staff Supporting Across Event	Additional Team Hours
Press Office Support	AED 985,226.73	On Site: 8 Follow the Sun: 4	931
CPD Editorial Support	AED 394,215.28	On Site: 2 Follow the Sun: 3	400
Social and Online Listening Analytics Tool and Daily Report	AED 477,834.00	On Site: 2 Follow the Sun: 6	770
Total	AED 1,857,276.01	**25 Staff Against Scope**	**2101**

The following outlines the breakdown of new talent added according to their respective levels:

Level	# of New Staff by Level
Account Executive NE	1
Account Manager	1
Account Supervisor	1
Director	1
Director, DXI	2
Managing Director	1
Senior Account Executive	2
Senior Account Manager, DXI	1
Senior Vice President	2
Vice President	4

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Notes:

Staffing levels and mutually agreed deliverables will be finalised against Edelman fee and wider COP28 incoming resource responsibilities.

This Scope does not cover any increased requirements for social media management or social content production support.

Additional resourcing will be based in the COP28 offices and across the Edelman network. Staff working at the event will be engaged for a maximum of 25 days.

Additional resourcing will be activated from October 9, 2023.

Payment in advance for the team, in line with the existing agreement, will be in place by November 1, 2023.

Total Hours / Fee

Description	Total Fee AED before VAT
Total Fee for project duration	AED 1,857,276.01
Total Travel OOPs	**Billed Separately**
Total Fee & OOPs (before VAT)	AED 1,857,276.01

This budget will be invoiced and paid in two equal parts by Nov 13.

Invoice 1	09.10.2023 – 09.11.2023	AED	928,638.01
Invoice 2	10.11.2023 – 17.12.2023	AED	928,638.01

Expenses

Event OOPs for Edelman are not covered by any existing OOPs payments. Hotel and Accommodation costs will be met directly by COP28 or invoiced separately by Edelman as agreed.

Out of Pocket Expenses will cover accommodation and travel for the event and will be billed as incurred against the existing OOPs budget.

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