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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
FGH Holdings LLC (Formerly The Glover Park Group, LLC)	5666

3. Name of Foreign Principal

Abu Dhabi Investment Authority

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? 5/27/2021

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

Registrant will monitor and provide insight and counsel to foreign principal on US policy issues that are of relevance to foreign principal's business.

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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.

Registrant monitored and provided insight and counsel to foreign principal on US policy issues that are of relevance to foreign principal's business.

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.

Registrant monitored and provided insight and counsel to foreign principal on US policy issues that are of relevance to foreign principal's business.

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

Yes ☐ No ☒

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

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

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 ☒

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

Date Received	From Whom	Purpose	Amount/Thing of Value

Total

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

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

Date	Recipient	Purpose	Amount

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	
June 11, 2021	Joel Johnson	Sign	/s/ Joel Johnson	eSigned
		Sign		
		Sign		
		Sign		

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ADIA Ref. No.: HR/CONT/KG/0614/20

ADIA

MASTER CONSULTANCY SERVICES AGREEMENT

This Master Consultancy Services Agreement ("**Agreement**") is made effective 27th May 2021 ("**Effective Date**"), and is between:

ABU DHABI INVESTMENT AUTHORITY (ADIA), a public institution established under the laws of the Emirate of Abu Dhabi, United Arab Emirates, with its head office located at 211 Corniche Street, PO Box 3600, Abu Dhabi, United Arab Emirates, hereinafter referred to as "**ADIA**"; and

THE GLOVER PARK GROUP, LLC, a government relations and communications company, organized and existing under the laws of the District of Columbia, USA, with its registered address located at 1025 F Street NW, 9th Floor, Washington DC, 20004, USA, hereinafter referred to as "**Consultant**".

ADIA and the Consultant are hereinafter referred to collectively as "**Parties**" and individually as "**Party**".

1. SERVICES

1.1 **Services**. During the Term, as defined in Clause 2.1 below, and subject to the terms and conditions of this Agreement, the Consultant may be engaged by ADIA from time to time to provide services, including consultancy services, which include, but are not limited to, services Performed, workmanship and material furnished or utilized in the performance of services and any and all deliverables related to the services provided and any and all deliverables related to the Services provided (both services and deliverables are defined as "**Services**"). The Services include services which are not specifically described or included in this Agreement or a Statement of Work ("**SOW**") but which, now or in the future, connected with or are necessary to properly provide or perform the Services (including as a necessary, required, inherent or incidental part of the Services) and deliverables (including, without limitation, reports, studies, conclusions, recommendations, analyses and other materials) developed, generated or produced by the Consultant. "**Perform**" shall mean both providing the Deliverables and performing the Services.

1.2 **SOW**. This Agreement contemplates Parties' execution of individual SOW which describes the details of the agreed scope of the Services, the agreed fees arrangement, the delivery timeframe and any other relevant provisions in accordance with the terms and conditions of this Agreement. To be validly executed and binding, each SOW must be signed by authorized signatories of both Parties. ADIA shall not be obliged to place orders for the Services nor for any minimum volumes of the Services under this Agreement, except for those fixed fees outlined in any executed SOW. The Consultant acknowledges that it will not be the exclusive provider to ADIA of the Services and further acknowledges that ADIA may procure the Services from other contractors at its sole discretion.

1.3 **The Agreements**. Any and all references of "**the Agreements**" herein shall include this Agreement as well as duly executed SOW(s). To the extent there is a conflict or inconsistency between the terms of this Agreement and a SOW, the terms of the SOW shall prevail and govern.

1.4 **Exclusion**. Any and all Services provided pursuant to SOW(s) shall be governed by the terms and conditions of the Agreements to the entire exclusion of any and all other terms or conditions, unless agreed in writing by both Parties. No terms or conditions delivered with the Services and/or on the Consultant's website(s) or in any proposal documentation shall form part of the Agreements and the Consultant waives any right which it otherwise might have to rely on such terms and conditions.

1.5 **Change of Scope of Services**

1.5.1 If, for any reason, ADIA desires that the Services provided pursuant to SOW(s) should be modified and/or added, ADIA will provide a written description of the modification(s) and/or addition(s), to the Consultant. The Consultant will, within ten (10) U.A. E. business days (or an alternative timeframe as otherwise agreed), provide to ADIA a draft modification and/or additional services to the applicable SOW which properly describes the modified and/or added Services and the associated fees or costs, if any. Upon written acceptance by ADIA of such modification(s) and/or addition(s), a separate amendment agreement shall be executed by both Parties to incorporate all modified and/or added services, regardless whether such modification(s) and/or addition(s) may result in an increase or decrease in the fees paid

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under an applicable SOW. Upon execution by both Parties of such amendment agreement, the modified and/or additional services shall be included as the Services under the applicable SOW.

1.5.2 If, for any reason and upon the execution of a SOW between both Parties, ADIA desires that certain Services provided pursuant to that SOW and which are not provided yet by the Consultant are required to be eliminated from the scope, ADIA will identify and provide a written description of the eliminated services and/or deliverables to the Consultant and a separate amendment agreement shall be executed by both Parties. The total fees will be reduced to commensurate with the Services that required to be eliminated from the scope, as per the payment structure set out under the applicable SOW.

2. TERM

2.1 **Term**. This Agreement shall commence on the Effective Date and shall continue in force, unless and until terminated in accordance with the terms of this Agreement ("**Term**").

2.2 **Fulfillment of SOW**. Any pending SOW shall be fulfilled for the full period contemplated by that SOW, unless otherwise directed by ADIA, even if this Agreement is otherwise terminated and in such circumstances the terms and conditions of this Agreement shall apply in relation to any SOW that continues to be effective following the termination of this Agreement.

3. FEES, INVOICES AND TERMS OF PAYMENT

3.1 **Fees**.

3.1.1 The fees for the Services will be set out in the relevant SOW.

3.1.2 Unless otherwise stated in the relevant SOW and in any event subject to Clauses 3.1.3 and 3.1.4 below, the fees shall be fixed and fully inclusive of any and all expenses, taxes and costs incurred by the Consultant for the provision of the Services, which include, but not limited to, all applicable taxes, levies or surcharges imposed and payable now, or which may be imposed at any time hereafter.

3.1.3 The fees shall exclude any applicable VAT and ADIA will pay an amount equal to such VAT following receipt of a valid VAT invoice. For the purposes of this Clause 3.1.3, "**VAT**" means value added tax or any equivalent tax properly chargeable in the U.A.E. or elsewhere.

3.1.4 The fees are not subject to alteration, unless there is a change requested by ADIA in the scope, size, complexity or duration of the Services. Any fees alteration is subject to ADIA's prior written approval. ADIA's prior written approval shall not be unreasonably withheld or delayed.

3.1.5 The currency of the fees shall be in United States Dollars (USD), unless determined otherwise in the relevant SOW.

3.1.6 The Consultant represents to ADIA that the fees are consistent with those fees charged to other customers of the Consultant for services similar to the Services.

3.1.7 For the avoidance of doubt, no late payment fees and/or no late payment interest shall be payable by ADIA in relation to the fees for the Services.

3.2 **Invoices**.

3.2.1 The Consultant shall submit invoices to ADIA in accordance with the applicable SOW.

3.2.2 Upon receipt of an invoice(s), ADIA shall review it and should the payment requirements be deemed in accordance with the scope of the Services and the terms and conditions of this Agreement and the relevant SOW, ADIA shall approve such invoice and proceed with the payment in accordance with Clause 3.3 below. ADIA's approval shall not be unreasonably withheld or delayed.

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3.2.3 In the event of any discrepancy or disagreement on the calculation of an invoice, ADIA will pay undisputed amount of the invoice and shall retain any disputed element of the invoice until the issue is resolved to the reasonable satisfaction of ADIA. ADIA shall promptly notify Consultant of its rejection in whole or in part of the Services. Such notice shall specify any such deficiencies or non-conformity with this Agreement or the relevant SOW. It is specifically understood and agreed by the Consultant that it shall not be considered a breach of the Agreements for ADIA to withhold payments of invoice(s) which are the subject of a reasonable dispute and that the Consultant shall not be permitted to suspend the provision of the Services.

3.3 **Payment**. Subject to any other relevant Clauses in this Agreement,

3.3.1 in consideration for the provision of the Services in accordance with the Agreements, ADIA will pay the Consultant the fees in accordance with the terms prescribed herein and in the manner specified in the relevant SOW.

3.3.2 unless otherwise stated in the relevant SOW, the fees shall be payable after the successful provision and/or completion of the Services and receipt of all relevant invoices accompanied by supporting documents which have been verified and signed off by ADIA pursuant to this Agreement and the relevant SOW.

3.3.3 unless otherwise stated in the relevant SOW and in consideration for the provision of the Services in accordance with the Agreements, payment shall be made to the Consultant within forty-five (45) days of receipt of that invoice thereof by bank transfer to the bank account which shall be notified by the Consultant to ADIA separately in writing.

3.3.4 ADIA shall be entitled to deduct from the invoiced charges: i) the fees for such proportion of the Services that are not delivered, delayed, found defective and/or rejected by ADIA due to being not complying with terms of the Agreements, instructions or specifications; ii) any costs or expenses reasonably incurred by ADIA as a consequence of the Consultant's failure to deliver the Services in accordance with the Agreements and, in such a case, ADIA shall provide a copy of the supporting document for such costs and expenses; and iii) any amount which is disputed by ADIA, pending resolution of such dispute; and iv) any sums owing by the Consultant to ADIA under any SOW.

4. CONSULTANT'S OBLIGATIONS

4.1 **Standard of Services**.

4.1.1 The Consultant shall be responsible for the overall management of the Services provided under the Agreements in accordance with the time frames and resources specified herein and shall strictly adhere to the provisions of the Agreements.

4.1.2 The Consultant shall Perform the Services in accordance with: (a) any applicable laws and regulations; and (b) the highest standards of skill, care, due diligence and judgment adhered to by a professional contractor providing services which are of a similar nature to the Services.

4.2 **Compliance**. The Consultant shall obtain and maintain, at its own cost and at all times during the Term of the Agreements, all licenses, authorizations, certifications and consents as necessary and required to enable the Consultant and the Consultant's personnel, which includes, but are not limited to, its employees, contractors (including sub-contractors) and/or agents who are involved in any of the management or operations of the business of Consultant and the provision of the Services under this Agreement ("**Consultant's Personnel**"), to provide the Services in compliance with any and all laws and regulations applicable to the nature and conduct of its business and its obligations under this Agreement.

4.3 **ADIA's Reputation**. The Consultant shall ensure that the manner in which it Performs the Services does not adversely affect the name, trading image, reputation or business of ADIA.

4.4 **Prompt Response**. The Consultant shall respond promptly, accurately and adequately to any reasonable requests made by ADIA in relation to the Agreements and the Services.

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4.5 Third Party Code of Conduct.

4.5.1 The Consultant and the Consultant's Personnel must comply at all times, to the extent such terms are applicable to the Performance of the Services, with ADIA's Third Party Code of Conduct set out at http://www.adia.ae/En/guide/Third_Party_Code_of_Conduct.pdf, which forms part of this Agreement. Notwithstanding anything to the contrary set forth in this Agreement or ADIA's Third Party Code of Conduct, an audit related to ADIA's Third Party Code of Conduct will not occur more than once per year during the Term of this Agreement and will not include access to, individual payroll and personnel files; any information relating to Consultant's other clients; any of Consultant's overhead costs or related information; any information subject to restrictions in contracts with third parties; access to Consultant's IT infrastructure, servers and systems; any other internal Consultant costs or non-billable expenses; and/or any information that is subject to legal restrictions. Prior to commencing any audit, the Parties shall agree upon the time and scope of the audit.

4.5.2 The Consultant will notify ADIA as soon as reasonably possible if it becomes aware of any breach, or suspected breach, by any Consultant's Personnel of the Third Party Code of Conduct. If any Consultant's Personnel is in breach of the Third Party Code of Conduct, in addition to any rights or remedies that may be available, ADIA shall have the right to demand that such Consultant's Personnel vacate ADIA's Premises and cease to be assigned to any Services/Deliverables under this Agreement with immediate effect.

4.5.3 ADIA may change its Third Party Code of Conduct from time to time and any such changes will be effective ten (10) days from the date ADIA notifies the Consultant in writing of the changes that are posted on the ADIA website.

4.6 Anti-bribery. The Consultant and Consultant's Personnel shall:

4.6.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption ("**Relevant Requirements**");

4.6.2 have and shall maintain in place throughout the term of the Agreements its own policies and procedures, including adequate procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate;

4.6.3 be responsible for the observance and performance by such persons of the Relevant Requirements, and shall be directly liable to ADIA for any breach by such persons of any of the Relevant Requirements;

4.6.4 not directly or indirectly make an offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of any person related to ADIA or induce such a person to use their influence to affect ADIA or to make a decision in order to assist the Consultant, or any affiliate thereof, in obtaining, retaining or directing any such business from ADIA; and

4.6.5 upon request, certify to ADIA in writing signed by an officer of the Consultant, compliance with this Clause 4.6 by the Consultant and all persons associated with the Consultant who are directly or indirectly related to the Consultant's provision of the Services. The Consultant shall provide such supporting evidence of compliance as ADIA may reasonably request.

4.7 Changes in Law. The Consultant shall promptly notify ADIA of any changes that are required to any of the Services as a result of any alteration, after the Effective Date, in any applicable law and the Parties shall review the changes in good faith, and may, upon the mutual agreement of the Parties, adjust the future fees to align the fees with the value of the scope.

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4.8 **Reports and Updates**. As reasonably requested by ADIA or as set out in a SOW, the Consultant shall provide ADIA with a progress report and information regarding the Services, including, but not limited to, the Consultant's progress, project status, cost data, progress of any exceptional items and other matters pertaining to the Services. Such reports and information shall be provided to ADIA at no additional charge. The Consultant shall notify ADIA of any problems related to the provision of the Services including all problems which might affect the cost or time for completion of the Services and provide a suggested solution to mitigate or eliminate any impact caused by such problem(s). At ADIA's discretion, ADIA and the Consultant shall meet on a weekly or bi-weekly basis, as may be decided, to discuss the Services and deliverables.

4.9 **Records**. The Consultant shall maintain complete and accurate records of the time spent and materials used by the Consultant in providing the Services in such form as ADIA shall approve. The Consultant shall allow ADIA to inspect such records at all reasonable times on request. ADIA's requests and approval shall not be unreasonably withheld or delayed.

4.10 **Contract Manager**. The Consultant shall appoint and maintain a suitably qualified and experienced person as a contract manager who shall serve as the primary point of contact with ADIA concerning all matters relating any and all SOW(s) and shall communicate relevant decisions on behalf of the Consultant to ADIA.

4.11 **Co-operation**. The Consultant shall co-operate with ADIA generally, and in particular:

4.11.1 comply with all reasonable requests, instructions and directions (consistent with the terms of the Agreements) issued by or on behalf of ADIA;

4.11.2 on reasonable request, provide ADIA with any information and data relevant to the Performance by the Consultant of its obligations under the Agreements; and

4.11.3 respond promptly, accurately and adequately to all reasonable requests made by ADIA in relation to the Services.

4.12 **Consultant's Personnel**. The Consultant shall:

4.12.1 provide ADIA with Consultant's Personnel who are adequately and suitably qualified and skilled at a level appropriate to provide the Services;

4.12.2 use commercially reasonable efforts to ensure the continuity of Consultant's Personnel;

4.12.3 ensure that the Consultant's Personnel maintain standards of conduct, efficiency and punctuality to ADIA's reasonable satisfaction and comply with all reasonable requests and directions issued by or on behalf of ADIA; and

4.12.4 undertake a background check on each of the Consultant's Personnel prior to any involvement in the Services.

4.13 **Legal Status of Consultant's Personnel**. To the extent that Consultant agrees to have any of the Consultant Personnel Perform the Services, in whole or in part, on-site at ADIA, the Consultant shall be responsible for ensuring that all of the Consultant's Personnel engaged in the performance of such on-site Services have the appropriate visa that allows them to work on-site at ADIA in accordance with the UAE immigration and labour laws as well and/or other relevant laws as that are required to enable such personnel to perform their allocated tasks under the Agreements.

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4.14 **Sub-contracting**. The Consultant shall not sub-contract any material portion of its obligations in relation to the Performance of the Services under the Agreements to any third party unless prior written authorization is obtained from ADIA. For the avoidance of doubt, no sub-contracting shall in any way relieve the Consultant from its obligations set out in the Agreements and the Consultant shall be ultimately liable to ADIA for any sub-contractors Performance thereunder, including but not limited to all negligence, acts, and/or omissions of that sub-contractor, as if no sub-contract has taken place. Upon request, the Consultant will provide ADIA with written particulars of the work to be sub-contracted in addition to other information which ADIA may reasonably request. Notwithstanding anything to the contrary in this Agreement, the term "sub-contractor" shall not include third party vendors engaged by Consultant to assist Consultant in the completion or provision of Services where such assistance is incidental, ancillary or supplemental to the Services hereunder (e.g. technology partners, equipment providers, production vendors, printers and shippers) ("**Vendors**") or any sub-contractors engaged at the direction of ADIA.

5. ADIA'S PREMISES AND MATERIALS

5.1 ADIA shall comply with its obligations under this Agreement and shall not take any action, or fail to take any action, that would result in the Consultant violating any law, rule or regulation.

5.2 ADIA shall be responsible for (i) procuring any and all rights necessary to use materials provided by ADIA ("**ADIA Materials**") in accordance with the terms set forth herein, and (ii) the accuracy and propriety of information concerning its organization, industry and the like, including but not limited to ADIA Materials.

5.3 Subject to 5.2, ADIA shall review and confirm all materials prepared by the Consultant under this Agreement.

5.4 The Consultant shall ensure that it provides ADIA with: (i) such materials which need ADIA's review and confirmation in a format that is approved by ADIA; and (ii) sufficient time for such review described in 5.2 (i) in accordance with a review time frame agreed and approved by ADIA.

5.5 Subject to the provisions of the Agreements, ADIA shall procure for the Consultant Personnel reasonable access at reasonable times and on reasonable notice to ADIA premises to the extent reasonably necessary to enable the Consultant to Perform the Services required under and in accordance with the Agreements. ADIA may refuse access to, or remove from, any ADIA premises any of the Consultant's Personnel if ADIA is of the reasonable opinion that such persons are unsuitable to be on ADIA premises, are not Performing the Services in accordance with the Agreements or who have otherwise not met the applicable requirements in the Agreements. If a member of the Consultant's Personnel is removed or replaced at the request of ADIA, this shall not excuse the Consultant from Performing any of its obligations under the Agreements. The Consultant shall, if requested, promptly provide a suitable replacement and otherwise ensure that there is no disruption or adverse effect to the provision of the Services.

6. STANDARD OF LIABILITY

6.1 **Assumption of Liability**. The Consultant assumes full responsibility for any act, negligence, misconduct, breach and/or omission of Consultant's Personnel.

6.2 **Loss or Damages to ADIA**. The Consultant shall be liable for any loss or damage caused to ADIA, its equipment, property and/or for injury to or death of any of ADIA's employee(s) or for fraud; if such loss or damage is due to the Consultant's breach of the Agreements, its negligence, omission, wilful misconduct or misrepresentation in connection with the Performance of its obligations under the Agreements, or that of Consultant's Personnel.

6.3 Intentionally Omitted.

7. CONSULTANT'S WARRANTIES AND REPRESENTATIONS

7.1 **Authority**. The Consultant represents and warrants that it has all requisite corporate power and authority to enter into the Agreements. and is competent to provide the Services in accordance with the terms and conditions of the Agreements.

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7.2 **Obligations under the Agreements.** The Consultant represents and warrants that it shall comply with any and all obligations under the Agreements.

7.3 **Accurate Information.**

7.3.1 Information supplied by the Consultant or Consultant's Personnel including Consultant's advisors to ADIA in connection with the Deliverables and/or the Services (including any proposal documentation or response to a request for proposal) was true, complete and accurate.

7.4 **Warranty of Professionalism**. The Consultant represents and warrants to ADIA that:

7.4.1 the Services shall be Performed in a professional and workmanlike manner in accordance with the requirements of this Agreement and the requirements and time schedules of any applicable SOW in all material respects, and in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreements; and

7.4.2 the Consultant shall Perform the Services using the Consultant's Personnel whom shall have the required skill, experience and qualifications. The Consultant's Personnel shall Perform the Services in a professional and workmanlike manner.

7.5 **Warranty of Conformity to Specifications and Other Warranties**.

7.5.1 The Consultant represents and warrants that the Services shall conform to the specifications for such Services agreed in writing by the Parties in any applicable SOW.

7.5.2 The Consultant represents and warrants that the Services shall:

(a) be free and clear of defects in design, material and workmanship, all lines, claims, encumbrances and other restrictions and conform to the requirements of the Agreements;

(b) conform to the quality and accuracy requirements that are sufficient to enable ADIA to make full use of the Services in the manner contemplated by the Agreement; and

(c) be fit for any purpose held out by ADIA and be suited for ADIA's intended use as originally contemplated in any SOW.

(d) except as provided in the Agreements, the Consultant makes and ADIA receives no warranties, express or implied regarding Created Works or Services to be provided hereunder, and the warranties of title, merchantability and fitness for a particular purpose are expressly excluded. Notwithstanding anything to the contrary, the Consultant does not warrant, and assumes no liability for any services and/or Created Works to the extent any non-conformance or damages are caused solely by: (1) ADIA's misuse or modification of the services and/or inventions; (2) ADIA's failure to use corrections or enhancements made available after same was provided to ADIA by the Consultant; and/or (3) ADIA's use of the Services and/or Created Works in combination with any product or information not owned, provided, or developed by the Consultant.

7.6 **Addition to Statutory Conditions**. Both Party's rights under this Clause 7 are in addition to the statutory conditions implied in favour of the other Party by any governing laws.

8. **REVIEW AND ACCEPTANCE**

8.1 ADIA has the right to review the Services, to the extent practicable during the Term.

8.2 ADIA reserves the right to perform such reviews in a manner that will not unduly delay the Consultant's Performance of the Services. If ADIA performs a review, the Consultant shall, and shall procure that its sub-contractors, provide all reasonable assistance and information to ADIA.

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8.3 Following the delivery of the Services, ADIA may review them and confirm in writing whether in its reasonable opinion the delivered Services meet its requirements as per the scope of Services and the terms and conditions of the Agreements or notify the Consultant of any failure or breach in order to meet and rectify the same. Such notice of rejected or defective Services shall specify any deficiencies or non-conformity ("**Non-Conformity**"). Following its receipt of ADIA's written rejection of any Services, Consultant and ADIA will negotiate in good faith to determine if it is reasonable for Consultant to incur any additional cost in correcting the Non-Conformity or if Consultant shall refund ADIA for the Non-Confirming work if it is not possible to correct and Consultant will use commercially reasonable efforts to remedy the reported Non-Conformity as promptly as possible, and will resubmit the corrected Services to ADIA for subsequent review. Upon receipt of the corrected Services, ADIA shall review the corrected Services and provide Consultant with written notice of acceptance or rejection in whole or in part. If no notice is received, the Services shall be deemed to be accepted at the end of a thirty (30) business day period. If ADIA reasonably requires further modification to the Non-Conformity, ADIA and Consultant shall negotiate in good faith to determinate the due date of the revised Services. In relation to the review and notice, it is explicitly agreed by the Parties that:

8.3.1 ADIA shall not be responsible for fraud or gross mistakes amounting to fraud committed by the Consultant or the Consultant's Personnel. The Consultant shall be fully responsible for such matters;

8.3.2 a review by ADIA does not relieve the Consultant from responsibility for defects or other failures to meet the contract requirements;

8.3.3 failure to give such notice will not be deemed acceptance from ADIA of the delivered Services;

8.3.4 the Consultant shall rectify any failure or breach notified by ADIA within a reasonable time frame accepted by ADIA. When ADIA reasonably believes that the failure or breach is rectified to ADIA's reasonable satisfaction, it will notify its acceptance in writing to the Consultant; and

8.3.5 if the Consultant fails to proceed with reasonable promptness to perform required replacement or correction of the Services, it shall be deemed as breach of warranty, and ADIA may terminate the Agreement in whole or part by serving written notice of termination in accordance with Clause 13.

9. INTELLECTUAL PROPERTY RIGHTS ("IPR")

9.1 **Consultant's Background IPR**. All background/pre-existing intellectual property owned by the Consultant in relation to the delivered Services materials, which were developed or acquired by the Consultant in the general conduct of its business or independent of the business relationship with ADIA or the Services ("**Consultant's Background IPR**"), remains the property of the Consultant.

9.2 **Grant of Rights**. The Consultant grants ADIA a royalty-free, irrevocable, unlimited, worldwide, nonexclusive and perpetual license to use the Consultant's Background IPR, solely to the extent required to fully and completely use and enjoy the Services pursuant to this Agreement and applicable SOW (and not on a stand-alone basis).

9.3 **Warranty of Non-Infringement of Intellectual Property Right**. The Consultant represents and warrants to ADIA that the Performance of the Services by the Consultant shall not violate any proprietary rights of third parties, including, without limitation, copyrights, trademarks or trade secrets, and that the Consultant's rendering of the Services to ADIA under the Agreements will not violate any laws, rules, regulations or judicial orders applicable to the Services and Consultant's business in effect at the time the Services are Performed, or violate any contractual obligations or confidential relationships which the Consultant may have to or with any third party. The Consultant shall use commercially reasonable efforts to modify or replace the infringing item or service with a non-infringing substitute. Notwithstanding the foregoing (and/or anything otherwise set forth herein to the contrary), it is the sole responsibility of ADIA to procure any and all rights necessary to use any content, data, information and/or other materials as may be provided by ADIA to Consultant hereunder (including, without limitation, any third-party materials), together with any associated service marks, trademarks, logos, names, and distinctive identification. Consultant's warranties hereunder shall not apply to any part of the following items which are provided to the Consultant by ADIA: (i) content data, information and/or other materials; or (ii) the tangible items furnished by ADIA to Consultant.

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9.4 ADIA's IPR.

9.4.1 Any and all materials, Services and work product containing any information, process, intellectual property or other data or object proprietary to or confidential to ADIA shall be the sole property of ADIA and all materials and deliverables required by or related to the Services and all tangible and intangible property, work products, packages, application, inventions and discoveries which are conceived, developed or created by the Consultant for ADIA in connection with the Performance of the Services provided pursuant to SOW(s), including, without limitation, all technical notes, designs, schematics, software source and object code, prototypes, breadboards, computer models, artwork, literature, methods, processes and photographs that are detailed in an SOW ("**Created Works**"), shall be the sole property of ADIA.

9.4.2 ADIA grants to the Consultant a non-exclusive, non-transferable, royalty-free, personal license to use the Created Works during the term of the applicable SOW for the sole purpose of providing the Services to ADIA in accordance with the Agreements. This license shall not extend to exploiting the Created Works commercially without ADIA's prior written consent (which it may withhold in its discretion). The Consultant may not sub-license the Created Works to any third party (including sub-contractor(s) or use it for the benefit of its other customers without ADIA's prior written consent (which it may withhold in its discretion).

9.5 Consultant Obligations.

9.5.1 The Consultant:

(a) undertakes, at ADIA's reasonable request and at the Consultant's own expense, to promptly do, and procure from the Consultant's Personnel, all such acts and execute all deeds and other documents which may reasonably be required to confirm and perfect ADIA's ownership of the intellectual property rights assigned under Clause 9.4, whether in connection with registration, title or otherwise;

(b) irrevocably and unconditionally waives any and all moral rights relating to the Created Works granted under any laws together with any other rights which the Consultant or the Consultant's Personnel may enjoy under any moral rights legislation existing in the future in any part of the world to the extent permitted by any such legislation;

(c) shall ensure that the assignment of rights by the Consultant and/or the Consultant's Personnel under Clause 9.4 shall be with full title guarantee, free from all encumbrances and shall include the right of ADIA to take action against the Consultant, Consultant's Personnel and any relevant owner of rights in the Created Works for any past, present and future damages and other remedies in respect of any infringement; and

(d) shall ensure that if it acquires, by operation of the law, title to intellectual property that is inconsistent with the allocation of title set out in Clause 9.4.1 it shall, upon reasonable request, assign the rights it has acquired to ADIA and shall promptly do all such acts and execute all deeds and other documents which may reasonably be required to confirm and perfect ADIA's ownership of the relevant rights allocated under Clause 9.4.1, whether in connection with registration, title or otherwise.

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(e) Notwithstanding anything to the contrary set forth herein, ADIA acknowledges that the Consultant may obtain or has obtained certain materials, information, software, intellectual property and/or other items, tangible or intangible, from third parties (e.g., open source software, stock photography, images and music, etc.) that it may desire to incorporate into or otherwise use in connection with the creation and/or development of the Created Works (collectively, "**Third Party Materials**"). Prior to the incorporation and/or use of any Third Party Materials in connection with the Created Works, the Consultant shall first notify ADIA in writing describing each Third Party Material and the Parties shall discuss, among other things, (i) the terms and conditions pursuant to which the Consultant proposes such Third Party Materials be made available to ADIA and (ii) the Consultant's use of alternate Third Party Materials if such terms and conditions are unacceptable to ADIA.

10. INDEMNITY

10.1 **Indemnification by Consultant**. To the fullest extent permitted by law, the Consultant shall defend, indemnify and/or hold ADIA, its affiliates and its subsidiaries, and all their respective directors, officers, employees and/or agents (all together "**ADIA Indemnitees**") harmless from and against any and all actions, proceedings, costs, suits, claims, liabilities, fines, penalties, damages, judgments and/or demands of any kind whatsoever brought or made against the ADIA Indemnitees and against any loss or expenses suffered by the ADIA Indemnitees, of any kind whatsoever, including reasonable attorneys' fees and costs, that arise or are alleged to have arisen as a result of, arising out of or in connection with: (i) any material breach of the Agreements by the Consultant or the Consultant's Personnel; (ii) infringement by virtue of the receipt, use or storage of the Services, any part of the Services of a copyright, patent, trademark, trade secret or any other intellectual property rights or right to privacy, right to publicity or other proprietary right of any third party; (iii) bodily injury, including death, or damage to real or tangible personal property; (iv) violation of any applicable law, rule, regulation or judicial order; (v) breach of confidential obligation under the Confidentiality Agreement, as defined below, and/or under the Agreements; and/or (vi) any act or omission of the Consultant and/or the Consultant's Personnel, including, but not limited to, any negligence, intentional acts or omissions, unlawful conduct, wilful misconduct or bad faith arising as a consequence of the Performance or non-Performance of the Services.

10.2 **Indemnification by ADIA**. To the fullest extent permitted by law, ADIA shall defend, indemnify and/or hold the Consultant harmless from and against any and all actions, proceedings, costs, suits, claims, liabilities, fines, penalties, damages, judgments and/or demands of any kind whatsoever brought or made against the Consultant and against any resulting loss or expenses suffered by the Consultant from such matters brought or made against the Consultant, of any kind whatsoever, including reasonable attorneys' fees and costs, that arise or are alleged to have arisen as a result of, arising out of or in connection with: (i) third party infringement claims related to data, information, materials and intellectual property provided solely by ADIA to Consultant for use in the Services or Created Works; or (ii) third party infringement claims resulting from ADIA's improper use of the Third Party Materials in a manner which is materially inconsistent with third party use restrictions and/or limitations of which ADIA has been made aware by the Consultant in writing. Notwithstanding the foregoing, ADIA shall not be obligated to indemnify Consultant if any Claims result from negligence, fault, error, fault, omission or misconduct on the part of Consultant.

10.3 **Indemnification Procedure for Third Party Claims**. Upon becoming aware of any third party claims, which is subject to Sub-Clauses 10.1 and 10.2 (**"Claim"**), each Party (an "**Indemnified Party**") will give the other Party (the "**Indemnifying Party**") prompt notice of a Claim accompanied by a copy of any written documentation regarding the Claim received. The Indemnifying Party shall, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnifying Party shall not enter into any settlement that imposes any liability or obligation on an Indemnified Party without an Indemnified Party's prior written consent, which will not be unreasonably withheld or delayed. The Parties will cooperate in the settlement or defense and give each other necessary access to all relevant information.

10.4 Notwithstanding anything set forth herein to the contrary, in no event will either Party hereunder be liable for any indirect, incidental, special consequential or punitive damages incurred or suffered by the other Party arising out of or in connection with this Agreement (including without limitation, lost revenue, lost profits, loss of income or loss of business advantages), whether or not foreseeable,

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even if such Party, or an authorized representative of such Party, has been advised of the possibility of such damages.

11. CONFIDENTIALITY AND NO PUBLICITY

11.1 **Confidentiality**. The Consultant and Consultant's Personnel shall keep strictly confidential any information they know or receive concerning ADIA as per the confidentiality agreement dated 1st June 2009 ("**Confidentiality Agreement**"). The Consultant shall not use any information they know or receive about ADIA for any other purpose except to the extent that it is necessary to provide the Services. In the event a sub-contractor employed by the Consultant delivers any part of the Services, then the Consultant shall require such sub-contractor to execute a confidentiality agreement or an agreement with terms that are substantially similar to those of the Confidentiality Agreement., which obligates the sub-contractor to keep ADIA's confidential information in strict confidence. The Consultant shall be jointly and severally liable for any unauthorized use of the confidential information or any type of violation of the Confidential Agreement or the Agreements committed by its sub-contractor(s).

11.2 **No Publicity**. The Consultant, Consultant's Personnel, and/or their affiliates shall not, without the prior written consent of ADIA, advertise or publicly announce it is providing, or has provided, the Services to ADIA, or otherwise use any trade name, trademark, service mark or other information which identifies ADIA in the marketing and publicity activities by the Consultant, Consultant's Personnel and/or their affiliates.

12. INSURANCE

At its own cost, the Consultant shall maintain with a reputable insurance company appropriate insurance policies covering all risks which may be incurred arising out of its negligence, third-party infringement claims, acts and/or omissions in connection with the Agreements, which includes but not limited to general liability insurance, employer's liability insurance, umbrella liability insurance and professional liability insurance. The Consultant shall add ADIA as an additional insured to such insurance and, on ADIA's request, the Consultant shall furnish ADIA with certificate of such insurance with the requirements set forth in this Clause.

13. TERMINATION

13.1 **Termination for Convenience**. Without prejudice to any right or remedy either Party may have against the other Party for breach or non-Performance of the Agreements, this Agreement and any SOW may be terminated by a Party for convenience at any time and, pursuant to Clause 13.4, without any penalty, obligation or liability to the other Party upon providing a thirty (30) calendar days' prior written notice to the Consultant.

13.2 **Termination for Breach**. This Agreement or any SOW may be terminated by either Party with immediate effect upon giving written notice to the other Party, without prior recourse to any judicial or other authority, if a Party commits a breach or delay or incapability or repudiation of its obligations under the Agreements and such conditions is not remedied within thirty (30) calendar days after written notice thereof.

13.3 **Termination for Financial Instability.** This Agreement or any SOW may be terminated by ADIA with immediate effect upon giving written notice to the Consultant, without prior recourse to any judicial or other authority, upon the occurrence of any of the following events:

13.3.1 the Consultant becomes bankrupt, insolvent, or has its business placed in the hand of a receiver, assignee or trustee, whether by voluntary act or otherwise;

13.3.2 the Consultant makes any composition or enters into an arrangement with his creditors;

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13.3.3 an order is made or a resolution is passed for the winding up of the Consultant, or an order is made for the appointment of an administrator to manage the affairs, business and property of the Consultant, or such an administrator is appointed, or documents are filed with the court for the appointment of an administrator, or notice of intention to appoint an administrator is given by the Consultant or its directors or by a qualifying charge holder, or a receiver is appointed of any of the other Consultant's assets or undertaking, or circumstances arise which entitle the court or a creditor to appoint a receiver or manager or which entitle the court to make a winding-up order, or the Consultant takes or suffers any similar or analogous action in consequence of the debt;

13.3.4 the Consultant ceases, or threatens to cease, to carry on business; or

13.3.5 where there is a risk or a genuine belief that reputational damage to ADIA will occur as a result of the Agreements continuing.

13.4 Post-Termination Obligations. In case of termination and/or expiry (together as "**Termination**") of this Agreement or any SOW for whatever reason:

13.4.1 both Parties' accrued rights, liabilities or obligations at the date of Termination shall not be affected;

13.4.2 the Consultant will be entitled for any undisputed payment amount solely to the extent of the Services that are actually provided or supplied up to and through the date of Termination. ADIA's approval shall not be unreasonably withheld or delayed. For the avoidance of doubt and to further clarify, the Consultant shall refund any fees pre-paid by ADIA for the Services that are not provided for and to ADIA in accordance with the Agreements as of the date of Termination; and

13.4.3 upon Termination of this Agreement and upon ADIA's request, the Consultant shall deliver to ADIA any and all materials and information made available by ADIA to the Consultant and copies of any and all documents that the Consultant has developed up to the Termination date. Notwithstanding anything to the contrary contained herein, the Consultant may retain (i) any portion of the materials and information which consists of analyses, summaries, compilations, calculations, forecasts, studies or other documents which shall have been prepared by Consultant, (ii) any documents which need to be retained by Consultant for legal record purposes, and (iii) copies of any computer records or files containing materials and information which have been created pursuant to automatic archiving or backup procedures which cannot reasonably be deleted (clauses (i) – (iii) collectively being "**Retained Documents**"); provided, however, that any Retained Documents which are retained pursuant to clauses (i) – (iii) above shall be held and kept confidential by Consultant in accordance with the terms and provisions of this Agreement.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of New York, without giving effect to the principles of conflict of laws thereof that would require the application of the laws of any other jurisdiction. The Consultant and ADIA irrevocably submits to the exclusive jurisdiction of the United States District Court located in the Borough of Manhattan in the City of New York, for the purpose of any action, suit or proceeding arising out of or relating to the Agreements.

15. GENERAL PROVISIONS

15.1 Entire Agreement. The Agreements represent the entire understanding and agreement between the Parties hereto relating to the Services described therein and supersedes any and all prior correspondences, communications or agreements, whether written or oral, that may exist between the Parties regarding the same.

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15.2 **Assignment**. The Consultant shall not be entitled to assign the benefit of the Agreements or transfer or delegate any of its duties or obligations without the prior written consent of ADIA. Such approval shall not be unreasonably withheld or delayed. This Agreement and each Statement of Work is binding on and inures to the benefit of the Parties to this Agreement and their respective successors and permitted assignees as if they had been a party to this Agreement.

15.3 **Amendment**. The terms and conditions of the Agreements shall apply to all Services and any variation to these terms and conditions shall have no effect unless expressly agreed in writing by ADIA. No amendment to the Agreements shall be effective unless with the prior written consent of authorised signatories of both Parties.

15.4 **Nature of Relationship**. Nothing in the Agreements is intended to or shall operate to create a partnership or joint venture of any kind between the Parties or to authorize either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way, including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power.

15.5 **Severability**. If any provision of the Agreements is held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder and the whole of the Agreements shall remain in full force and effect and in such case the Parties shall endeavour and negotiate in good faith solely with respect to an acceptable substitute for such provision.

15.6 **Notice**.

15.6.1 All notices, requests, demands, and other communications to be given under the Agreements ("**Notices**") shall be in writing and shall be delivered by hand mail, fax or email. All notices shall be effective on the date received and shall be sent at the following addresses:

For ADIA: Executive Director – Human Resources Department Abu Dhabi Investment Authority 211 Corniche Road Abu Dhabi- United Arab Emirates PO Box 3600	For the Consultant Michele Soho Chief Operating Officer 1025 F Street NW, 9th Floor, Washington DC, 20004 Email: msoho@gpg.com

15.6.2 Notices shall be deemed to have been given and served,

(a) if sent by courier, two (2) U.A.E. business days from the time of receipt by the courier; or

(b) if sent by email, the time the email message was sent as evidenced by the time stamp on the outgoing email message (unless the sender receives a notice to say that the recipient was away or the email message failed to reach its destination in which case the email message will be deemed to be sent when the individual returns to the office or when an email message is successfully sent with no error message received).

15.7 **Survival**. The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, or expiration of the Agreements, including but not limited to those rights and obligations of the Parties set forth in Clauses 3. FEES, INVOICES AND TERMS OF PAYMENT, 7. WARRANTIES AND REPRESENTATIONS 9. INTELLECTUAL PROPERTY RIGHTS, 10. INDEMNITY, 11. CONFIDENTIALITY AND NO PUBLICITY, 13.4. POST-TERMINATION OBLIGATIONS, 14. GOVERNING LAW AND JURISDICTION, 15. GENERAL PROVISIONS will survive such termination, cancellation or expiration.

15.8 **Expenses**. Each Party shall bear their own costs and expenses incurred in connection with the negotiation, preparation and execution of the Agreements, unless otherwise stated within the relevant SOW.

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15.9 **Waiver**. No failure or delay in i) exercising any right or remedy; or ii) requiring the satisfaction of any condition under the Agreements, and no course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion or against any other person. To the extent any course of dealing, act, omission, failure or delay in exercising any right or remedy under the Agreements constitute the election of an inconsistent right or remedy, that election does not i) constitute a waiver of any right or remedy; or ii) limit or prevent the subsequent enforcement of any contract provision. No single or partial exercise of any right or remedy under the Agreements precludes the simultaneous or subsequent exercise of any other right or remedy. The rights and remedies of the Parties set forth in the Agreements are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

15.10 Data Security.

15.10.1 The Consultant represents and warrants to ADIA that in accordance with best industry practice and any and all applicable laws it shall: (a) apply tested security procedures to the Consultant's information systems, and take all precautions necessary to preserve the confidentiality and integrity of ADIA data; (b) procure that no unauthorised third party will, as a result of any act or omission of the Consultant or the Consultant's Personnel obtain access to any ADIA data; (c) ensure that the Consultant and the Consultant's Personnel do not corrupt, erase or otherwise alter such ADIA data; (d) not disclose passwords supplied by ADIA to access ADIA systems to any person other than the Consultant's Personnel with a need to know; (e) implement and maintain network security controls designed to protect systems from intrusion or limit the scope of any attack or attempt at unauthorised access to ADIA data; and (f) encrypt all ADIA data residing on the systems and servers owned or controlled by the Consultant.

15.10.2 The Consultant shall: (a) promptly notify ADIA of any data breach or potential or actual breach of clause 15.10.1 or intrusion affecting ADIA data relating to their IT systems or ADIA's systems or the IT systems of any of the Consultant's Personnel, and take commercially reasonable steps and measures to mitigate or rectify or avoid such breach (and prevent it from reoccurring); (b) update ADIA as to the actions taken to resolve such issues; (c) have a documented and regularly tested procedure to deal with unauthorized intrusions or other security violations; (d) permit ADIA to undertake its own investigation into such issues with the Consultant's full cooperation (and, where necessary, procure the compliance of any of the Consultant's Personnel or third party, to such investigation); (e) allow ADIA, its personnel or authorised representatives access to and/or information concerning the Consultant's premises, systems and personnel at any time upon reasonable notice to audit the Consultant's compliance with the obligations in clauses 15.10.1, 15.10.2 and/or 15.10.3; and (f) comply with the WPP Code of Data Conduct, attached here to as Exhibit B and incorporated by reference herein and any additional requirements in relation to data integrity, handling or storage which ADIA may from time to time reasonably request and agreed by the Parties.

15.10.3 If any ADIA data is accessed by a third party who is unauthorised to do so, corrupted, lost, degraded or otherwise altered due to a Third Party's breach of clauses 15.10.1 or 15.10.2 or an act or omission of the Consultant or that of the Consultant's Personnel, then in addition to the obligations set out in clause 15.10.2 above: (a) the Consultant shall be liable for any losses or damages caused to ADIA (unless and to the extent that any such losses or damages result solely from a failure by ADIA to comply with its obligations set out in this Agreement); and (b) ADIA may, at the cost and expense of the Consultant: (i) require the Consultant to restore (or procure the restoration of) ADIA data within five (5) Business Days (or sooner if practicable); or (ii) itself restore or procure the restoration of ADIA data from the Consultant's most current backup of such ADIA data.

15.11 **Data Protection.**

15.11.1 The Parties agree that Consultant's services currently contemplated under this Agreement shall in no circumstance include receipt of personal information from ADIA or its representatives. Should the dissemination of such information become relevant to the

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Services, the Parties agree that this Agreement shall be amended to include relevant data protection provision.

15.11.2 Intentionally Omitted.

(a) Intentionally Omitted.

(b) Intentionally Omitted.

(c) Intentionally Omitted.

(d) Intentionally Omitted.

(e) Intentionally Omitted.

15.11.3 Intentionally Omitted.

15.12 **Headings**. The headings herein are included for the purposes of convenience only and do not affect the construction or interpretation of any provision of the Agreements.

15.13 **Counterparts**. This Agreement may be executed in any number of counterparts, and by the Parties in separate counterparts, which together constitute one single agreement between the Parties.

15.14 **Electronic Signature(s).** The Parties acknowledge and agree that the Agreements and any subsequent renewal or amendment of them may be executed by an electronic signature, which shall have the same legal force and effect as a handwritten signature.

By signing below, each Party agrees to the terms and conditions of this Agreement.

ABU DHABI INVESTMENT AUTHORITY

By: Mouza Alremeithi (May 27, 2021 17:13 GMT+4)

Authorized Signatory

Date:

THE GLOVER PARK GROUP, LLC

By: Michele Soho (Jun 4, 2021 17:20 EDT)

Authorized Signatory

Date:

ABU DHABI INVESTMENT AUTHORITY

By: Saeed Almuhairi (May 30, 2021 11:46 GMT+4)

Authorized Signatory

Date:

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ADIA

Exhibit A

WPP Code of Business Conduct

WPP and its companies including The Glover Park Group, LLC (or Consultant) operate in many markets and countries throughout the world. In all instances, we respect national laws and any other laws with an international reach, such as the UK Bribery Act and the US Foreign Corrupt Practices Act, and the Modern Slavery Act, where relevant, and industry codes of conduct. We are committed to acting ethically in all aspects of our business and to maintaining the highest standards of honesty and integrity.

- We, the officers and staff of all companies in the WPP group ("the Group"), recognise our obligations to all who have a stake in our success including share owners, clients, staff and suppliers; Information about our business shall be communicated clearly and accurately in a nondiscriminatory manner and in accordance with local regulations;
- We select and promote our people on the basis of their qualifications and merit, without discrimination or concern for race, religion, national origin, colour, sex, sexual orientation, gender identity or expression, age or disability;
- We believe that a workplace should be safe and civilised and that employment must be freely chosen; we will not tolerate sexual harassment, discrimination or offensive behaviour of any kind, which includes the persistent demeaning of individuals through words or actions, the display or distribution of offensive material, or the use or possession of weapons on WPP or client premises;
- We will not tolerate the use, possession or distribution of illegal drugs, or our people reporting for work under the influence of drugs or alcohol;
- We will treat all information relating to the Group's business, or to its clients, as confidential.
- In particular, "insider trading" is expressly prohibited and confidential information must not be used for personal gain;
- We are committed to protecting consumer, client and employee data in accordance with national laws and industry codes;
- We will not knowingly create work which contains statements, suggestions or images offensive to general public decency and will give appropriate consideration to the impact of our work on minority segments of the population, whether that minority be by race, religion, national origin, colour, sex, sexual orientation, gender identity or expression, age or disability;
- We will not undertake work which is intended or designed to mislead, including in relation to social, environmental and human rights issues;
- We will consider the potential for clients or work to damage the Group's reputation prior to taking them on. This includes reputational damage from association with clients that
- participate in activities that contribute to the abuse of human rights;
- We will not for personal or family gain directly or indirectly engage in any activity which competes with companies within the Group or with our obligations to any such company;
- We will not give, offer or accept bribes, whether in cash or otherwise, to or from any third party, including but not restricted to government officials, clients and brokers or their representatives. We will collectively ensure that all staff understand this policy through training, communication and by example;
- We will not offer any items of personal inducement to secure business. This is not intended to prohibit appropriate entertainment or the making of occasional gifts of minor value unless the client has a policy which restricts this;
- We will not accept for our personal benefit goods or services of more than nominal value from suppliers, potential suppliers or other third parties;
- We will not have any personal or family conflicts of interest within our businesses or with our suppliers or other third parties with whom we do business;
- No corporate contributions of any kind, including the provision of services or materials for less than the market value, may be made to politicians, political parties or action committees, without the prior written approval of the WPP board; and
- We will continue to strive to make a positive contribution to society and the environment by: maintaining high standards of marketing ethics; respecting human rights in our business, supply chain and through our client work; respecting the environment; supporting community organisations; supporting employee development; and managing significant corporate responsibility risks in our supply chain. Our Sustainability Policy and Human Rights Policy Statement provide more detail about our commitments in these areas.

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ADIA

Exhibit B
WPP Data Code of Conduct

WPP Data Code of Conduct states the principles and practices which everyone in WPP including The Glover Park Group (or Consultant) should understand and adhere to relating to their use of data. Compliance with the WPP Data Privacy and Security Charter is mandatory.

Our principles

WPP, its companies and its people are committed to responsible collection, management, use and protection of data. WPP recognises its obligations to all its stakeholders including share owners, clients, its own people, suppliers and consumers. WPP works with many categories of data and uses the term data in its broadest sense. We include within this definition client data, consumer data and all information and data related to the operation of our businesses.

Our practices

- We will be transparent with consumers.
- We will treat data in accordance with all applicable laws, regulations and treaties.
- We will implement fair and reasonable data policies and procedures.
- We will treat data as confidential.
- We will understand not only what data we hold but also its relevance to stakeholders.
- We will secure, collect, process, use and store data appropriately.
- We will ensure that data is retained appropriately.
- We will implement necessary and appropriate technical measures to secure data.
- We will delete data when required to do so.
- We will ensure our people understand their role in upholding these principles and practices.

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ADIA

ADIA Ref: HR/CONT/KG/0615/20

STATEMENT OF WORK NO. 1:
GLOBAL PUBLIC RELATIONS SERVICES ON A TIME AND MATERIALS BASIS

This Statement of Work No. 1 ("**SOW**") is made effective 27th May 2021 ("**SOW Effective Date**") by and between:

1) **ABU DHABI INVESTMENT AUTHORITY (ADIA)**, a public institution established under the laws of the Emirate of Abu Dhabi, U.A.E, with its head office located at 211 Corniche Street, PO Box 3600, Abu Dhabi, U.A.E., hereinafter referred to as "**ADIA**"; and

2) **THE GLOVER PARK GROUP, LLC**, a government relations and communications company, organized and existing under the laws of the District of Columbia, with its registered address located at 1025 F Street NW, 9th Floor, Washington DC 20004, hereinafter referred to as "**Consultant**".

ADIA and Consultant are hereinafter referred to collectively as "**Parties**" and individually as "**Party**".

This SOW incorporates the provisions of the Master Consultancy Services Agreement dated 27th May 2021 (Ref: HR/CONT/KG/0614/20) ("**Agreement**") and any duly executed amendments thereto and sets forth the specific terms and conditions relating to the scope of the Services and fees arrangements specified in this SOW. To the extent that there are any conflicts between this SOW and the Agreement, this SOW shall prevail.

1. Definitions

The definitions used in the Agreement shall have the same meaning in this SOW unless expressly stated otherwise; and

"Purchase Order" or **"PO"** means an order issued by ADIA for the Services in accordance with the terms and conditions of this SOW.

2. Provision of Services

2.1 The Consultant shall provide the Services which include content and design change management services in relation to global public relations services pursuant to the terms and conditions of: (i) the Agreement; (ii) this SOW; and (iii) POs.

2.2 The Consultant acknowledges and confirms that it shall assign Consultant Personnel with the relevant expertise to enable it to provide the Services efficiently and effectively.

3. Scope of the Services

3.1 The details of the Services to be provided by the Consultant are set out in **Appendix A** herein as well as in POs that are issued under this SOW.

3.2 The Services shall be performed primarily at Consultant's premises in Washington, DC, or as otherwise agreed between the Parties.

4. Duration and Termination

4.1 Subject to the relevant terms and conditions of the Agreement, this SOW shall commence on the Effective Date and shall continue in force (subject to paragraph 4.2 below and any termination rights set forth in the Agreement) until 31st December 2021

4.2 Either Party may terminate this SOW pursuant to Section 13 of the Agreement. ADIA may terminate Consultant any POs issued under this SOW on five (5) day prior written notice to the Consultant, at any time and for whatever reason, at its convenience without any penalty, obligation or liability to the Consultant. If ADIA terminates this SOW or any PO under this paragraph 4.2, then it shall pay to the Consultant payments for the relevant part of the Services which are already successfully provided to ADIA and reasonable and customary pre-approved expenses in accordance with the terms of the Agreement, this SOW and any applicable POs up to the date of the termination ("**Payable Fees**"), provided that the termination has not arisen, or is not in connection with any breach of the Consultant's

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obligations under the Agreements or any POs.

For the avoidance of doubt, ADIA will not be liable to the Consultant for any amount in excess of the Payable Fees and is entitled to reimbursement of any fees for the Services or any other services which was not successfully provided in accordance with the Agreements and any POs.

5. Service Delivery Managers

5.1 The details of Service Delivery Managers are as follows:

ADIA Service Delivery Manager	Consultant Service Delivery Manager
Name: Garry Nickson Email: garry.nickson@adia.ae Tel: +971 2 415 6085	Name: Mr. Joshua Gross Email: JGross@gpg.com Tel: +1 202 337 0808

5.2 Any replacement of the Consultant's Service Delivery Manager shall be subject to the prior written approval of ADIA (which shall not be unreasonably withheld or delayed).

6. Review Meetings and Reports

6.1 At ADIA's reasonable discretion, unless otherwise agreed, ADIA and the Consultant shall meet on a weekly or bi-weekly basis, as may be decided, to discuss the Services and Deliverables.

6.2 The Consultant shall prepare and submit to ADIA and/or its duly authorised representatives written reports as may be reasonably requested by ADIA in relation to progress of performance of the Services, highlighting any actual or anticipated problems or difficulties relating to the same.

7. Fees and Invoicing

7.1 The Consultant's Fees for provision of the Services and the manner in which they shall be paid by ADIA are set out in **Appendix B**.

8 Electronic Signatures

8.1 The Parties agree that any electronically signed document (including any Statement of Work and any amendments to them) shall be deemed: (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of.

By signing below, the Parties hereby accept the terms and conditions of this Statement of Work.

ABU DHABI INVESTMENT AUTHORITY

By: Mouza Alremeithi (May 27, 2021 19:25 GMT+4)

Authorized Signatory

Date:

ABU DHABI INVESTMENT AUTHORITY

By: Saeed Almuhairi (May 30, 2021 11:46 GMT+4)

Authorized Signatory

Date:

THE GLOVER PARK GROUP LLC

Michele Soho

By: Michele Soho (Jun 4, 2021 17:32 EDT)

Name:
Title:
Date:

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APPENDIX A
SCOPE OF SERVICES, PROCESSES, AND SERVICE LEVELS

1. SERVICES

The Consultant shall provide the Services in relation to Global PR Services requested by ADIA from time to time, including but not limited to the following:

- Provide support to ADIA's Corporate Communications & Public Affairs (CC&PA) team on a range of communication-related issues
- Develop written content such as press releases, case studies, speeches, scripts and other materials as requested by CC&PA
- Media relations advice and implementation as directed by CC&PA
- Develop recommendations on communication-related topics such as stakeholder engagement projects, internal communications initiatives and digital and social media strategy,
- Other issues agreed to by both parties and directed by ADIA.

2. SERVICE INITIATION PROCESS

2.1 ADIA's Service Delivery Manager (or his/her nominated ADIA representative) shall establish contact with the Consultant's Service Delivery Manager to initiate a new requirement for ADIA and/or design change requirements by email. The email request shall be supported with:

(a) Specification(s) of the requirements;
(b) If categorized as URGENT / STANDARD requirement; and
(c) Expected deadline for completion of the requirements.

2.2 The Consultant's Service Delivery Manager shall acknowledge receipt of ADIA's email request, assess the specification and respond promptly by email with a quote in writing based on the hourly rates in Appendix B setting out an accurate estimate of the number of hours of Services that would be needed to complete the requirements.

If the fees for the Services as set out in the written quote exceed Ten Thousand US Dollars (USD 10,000), then ADIA and the Consultant shall develop and sign off a separate Statement of Work for the specific engagement(s) with fees negotiated and payable on either T&M or Fixed Price basis as agreed between the Parties.

2.3 For engagements under Ten Thousand US Dollars (USD 10,000), ADIA may issue a PO attaching: (i) the agreed scope of the Services and any other requirements related to the Services; and (ii) agreed fees for such Services by including the Consultant's written quote approved by ADIA. Upon ADIA's issuance of such a PO, the PO shall be deemed to have fully executed by both Parties and become part of this SOW. The Consultant will not send any invoice to ADIA for an amount greater than that agreed in a PO or SOW unless agreed in writing by ADIA.

3. SERVICE COVERAGE HOURS AND SERVICE LEVELS

STANDARD SERVICE REQUEST:

- Standard Hours: DC Time (GMT -4): 9.00 am to 6.00 pm (Monday to Friday)
- Outside of Standard Hours: 6:00 PM to 9:00 AM (Monday to Friday; All Hours Saturday-Sunday; US Public Holidays)
- Service Response Time: As agreed between the Service Delivery Managers

URGENT SERVICE REQUEST:

- Hours: All Days All Hours (including Public Holidays)
- Response Time: 12 Hours from issue of Purchase Order (PO)

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APPENDIX B
COMMERCIAL TERMS

1. Rate Card & Related Provisions

1.1 The fees for the Services shall be based on the following rates on a time and materials basis.

Standard 2021 Hourly Rates	Services regardless of the nature of Services provided	Partner	$825.00
		Managing Director	$590.00
		Vice President	$525.00
		Director	$440.00
		Associate Director	$310.00
		Senior Associate	$235.00
		Associate	$160.00

1.2 All rates above are inclusive of all taxes excluding any taxes imposed by the Federal Government of the UAE or the Government of Abu Dhabi. As of the 1st of January 2022 and each year thereafter, Consultant's standard rate card is subject to its customary annual review and rates set forth herein will be adjusted to align with the modification, not to exceed 5%.

1.3 ADIA shall pay Consultant a maximum 2% client resource fee, where applicable, and not to exceed US $300 without prior consent of ADIA, to reimburse Consultant for the following expenses such as (1) long distance telephone charges, photocopying and postage, (2) usage of Consultant's knowledge and technology resources, and (3) usage of Consultants subscriptions to news business information resources. ADIA shall reimburse Consultant for other reasonable out-of-pocket costs when pre-approved by ADIA such as travel, meals, accommodations, conference calls, international wire fees, courier and shipping at cost as incurred.

2. Invoicing and Payment Terms

2.1 Invoices associated with Services provided on time and materials basis under this SOW shall be issued for hours of the Services provided not more frequently than once per month per engagement..

2.2 Each invoice shall (i) be issued by the same Consultant entity which entered into the Agreement with ADIA, (ii) clearly indicate ADIA's order reference and its date, (iii) bill in the same currency as specified in the Agreement, SOW or PO, (iv) provide relevant and accurate supporting documentation for ADIA's Corporate Communications team to verify and process the invoice, and (v) be issued to the attention of the Corporate Communications Team, Abu Dhabi Investment Authority, and sent in PDF format via e-mail to corporate.communications@adia.ae. If any details are lacking, or further information is required, ADIA's Accounts Payables Team shall request and Consultant shall provide reasonable clarifications and/or supporting documents as soon as possible. Once the Corporate Communications Team validates the invoice, the corresponding Purchase Order shall be receipted and the Consultant shall be required to upload the invoice to the ADIA iSupplier Portal. ADIA's approval shall not be unreasonably withheld or delayed.

2.3 ADIA shall ensure that payment of the invoice shall made within forty-five (45) days from the date of the relevant invoice.

3. Additional Protections

3.1 The rate card as set out above shall remain valid and unchanged for the duration of this SOW.

3.2 All such notifications should be addressed to ADIA's Procurement Team and Corporate Communications Team and sent via email to: (i) procurement@adia.ae; and (ii) corporate.communications@adia.ae.

3.3 Increased rates shall not retroactively apply to any Purchase Order which has already been issued to the Consultant.

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