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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	5666

3. Name of Foreign Principal
Embassy of the United Arab Emirates

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? 04/01/2022

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

See Appendix for Response

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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.

Activities will include efforts to influence US policy with respect to bilateral relations, such as trade and investment matters, geopolitical strategic issues, and cultural programs. This will include meeting with government policy makers and opinion leaders, outreach to media, think tanks, public policy and trade organizations, business leaders, issue experts and academics. This will be achieved through ongoing communication counsel, scheduling meetings/briefings, supporting delegation visits/study tours and student exchanges, and developing/drafting informational materials for the client, which could include press releases, internet/website content, emails, speeches and letters.

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.

See Appendix for Response

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

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

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

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

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

Date	Contact	Method	Purpose

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12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

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

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

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the 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 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
04/11/2022	S	/s/S

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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

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Appendix
Response to Item 8

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

On September 30, 2021, Finsbury Glover Hering ("FGH") acquired The Harbour Group (Registration Number 5478). The contract between The Harbour Group and the foreign principal has been assigned to FGH effective April 1, 2022. The Harbour Group will file a final supplemental statement disclosing activities with respect to this foreign principal for the period ending March 31, 2022. Activities, receipts and disbursements after March 31, 2022 with respect to this foreign principal will be filed under FGH's registration, beginning with the supplemental statement for the period ending July 31, 2022.

FGH will receive payment from the Embassy of the United Arab Emirates to provide public affairs and communications counsel related to the development and management of a public diplomacy and communications program in the US for the United Arab Emirates. The objective of the program will be to improve bilateral diplomatic, security, and commercial relationships.

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Appendix
Response to Item 10

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

Activities will include efforts to influence US policy with respect to bilateral relations, such as trade and investment matters, geopolitical strategic issues, and cultural programs. This will include meeting with government policy makers and opinion leaders, outreach to media, think tanks, public policy and trade organizations, business leaders, issue experts and academics. This will be achieved through ongoing communication counsel, scheduling meetings/briefings, supporting delegation visits/study tours and student exchanges, and developing/drafting informational materials for the client, which could include press releases, internet/website content, emails, speeches and letters.

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FINSBURY
GLOVER
HERING

March 14, 2022

Shaima Gargash
Deputy Chief of Mission
The Embassy of the United Arab Emirates
3522 International Court NW
Washington, DC 20008

RE: Amendment #1 to Agreement Dated December 1, 2020

Dear Ms. Gargash:

The purpose of this letter is to amend the terms of the agreement dated December 1, 2020 ("Agreement") between The Harbour Group ("THG") and the Embassy of the United Arab Emirates ("Embassy").

Terms of service

This contract amendment ("Amendment #1") shall be effective as of April 1, 2022.

Rights under Agreement

The Agreement will, save as herein provided, remain in full force and effect.

Modifications to Agreement

Embassy acknowledges the transaction between THG and Finsbury Glover Hering US LLC ("Consultant"). The duties, liabilities, and obligations of THG outlined within the Agreement attached hereto as Exhibit A shall be assumed by Finsbury Glover Hering US LLC. All reference to The Harbour Group shall be replaced with Finsbury Glover Hering US LLC. The defined term THG shall be replaced with Consultant in each instance. The Agreement will serve to the benefit of and will be binding upon the parties and their respective permitted successors and assigns.

* * * * * *

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We appreciate this opportunity to serve you. Please do not hesitate to contact me to discuss any of the matters referred to above or to request any additional information you may need. To accept the terms of this Amendment #1, please sign below and return an executed copy of this letter to Andrew Wahlgren at our office.

Sincerely,

Michele Soho (Mar 25, 2022 13:41 EDT)

Michele Soho
Chief Operating Officer, North America

Read, agreed to and accepted on behalf of *the* ***Embassy of the United Arab Emirates***

By: _____

Name: SHAIMA GARGASH

Date: MAR 21. 2022

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THE HARBOUR GROUP

www.harbourgrp.com

1200 New Hampshire Ave., NW | Suite 850 | Washington, DC 20036

December 1, 2020

H.E. Yousef Al Otaiba
UAE Ambassador to the United States
The Embassy of the United Arab Emirates
3522 International Court NW
Washington, DC 20008

Dear Ambassador:

This agreement outlines the role, scope of work, and specific financial and billing terms of The Harbour Group ("THG") for the services specified below to be provided to the Embassy of the United Arab Emirates ("Embassy") that will commence on January 1, 2021 and continue through December 31, 2023.

Terms and Conditions

Scope of Services

THG will assist and support the Embassy in the planning an ongoing implementation of a comprehensive public diplomacy and communications program to sustain and enhance public awareness and understanding of the UAE among US policymakers and opinion leaders.

THG will provide support for specific program elements, such as:

- Advise on overall communications strategy;
- Anticipate and advise on specific issues and urgent events;
- Design and execute public opinion research;
- Develop materials associated with overall UAE Embassy communications, such as websites and digital media platforms, videos, speeches, briefing papers, issues updates and press releases;
- Provide messaging, editorial and content support as required for UAE Embassy communications;
- Design and conduct training sessions for Embassy diplomats and other Ministry of Foreign Affairs officials or staff;

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- Assist with the development of communications programs and materials for UAE Consulates in the US (e.g. Boston, Houston, Los Angeles and New York);
- Identify and plan speaking forums, conferences, seminars or briefings for UAE officials;
- Support UAE Embassy outreach and program development with third-party groups, such as business and trade associations, think tanks, non-governmental organizations and cultural institutions;
- Support UAE Embassy cooperation with US government officials, agencies and third parties on communications around bilateral or join initiatives;
- Assist UAE Embassy with media relations;
- Support the development of UAE Embassy marketing, advertising and media plans as appropriate;
- Organize or support the UAE Embassy to develop programming for UAE government officials who visit the US; and
- Organize or support the UAE Embassy to develop programming for US officials and private individuals who visit the UAE.

Personnel

The program will be directed and managed by Richard Mintz. Day-to-day account management and operations support will be provided by Matthew Triaca. THG staff and outside contractors will be used as appropriate to support and manage specific projects.

Budget and Fee

To direct and implement the program, THG will invoice the UAE Embassy no more than US$5,500,000.00 per year. This budget will include all THG professional fees, expenses, legal and compliance costs as well as third-party payments as approved by the Embassy.

Any work beyond the Scope of Work outlined in this engagement letter will be negotiated and agreed separately, and set forth in a separate engagement letter on a per project basis. No such additional work will begin without the prior written agreement of both parties.

THG's professional fees will be invoiced at rates as detailed in the schedule, "UAE Embassy Billing Rates." THG may adjust these rates annually at the beginning of each calendar year.

Fee and expense payments are due within 30 days of the presentation of THG invoices to the Embassy. THG may add a one percent charge per month on outstanding balances longer than 60 days.

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Expenses

Expenses will be invoiced monthly as incurred and will be listed on a category basis with supporting documentation. Expenses will include, but not be limited to, travel, third-party fees, event management and production costs, advertising, video production and distribution, press release distribution, website development and hosting, graphic design and printing, and legal fees.

THG staff will book "business class" for international travel and "economy/coach" for US domestic flights of less than four hours.

Any expenses greater than $5,000.00 must be approved in advance by the UAE Embassy. When advance payments to third parties are required, the UAE Embassy agrees to pay THG as soon as practically possible upon presentation to the UAE Embassy of any such third-party invoice. For all third-party program partner or vendor invoices being reimbursed by the UAE Embassy, THG will provide pre-approved agreements and quotes between THG and its program partner or vendor as supportive material for such expenses.

Termination

Either party may amend or terminate this agreement with three-month advance written notice to the other party. During this notice period, the UAE Embassy will still be obligated to THG for all professional fees, expenses and third-party expenses necessary for the orderly wind-down of THG's work to support the UAE Embassy. This would also include fees or expenses agreed to by THG on the Embassy's behalf for vendors, subcontractors and other third parties.

THG reserves the right, at its sole discretion, not to commence or continue any services under this agreement if the Embassy fails to remit any payment due hereunder within the timeframe specified herein. It is clearly understood and agreed that should THG exercise its right hereunder, THG will not be liable for any costs whatsoever (including without limitation, any cancellation fees or penalties) arising out of our resulting from THG's exercising such right.

Compliance

THG complies fully with US laws covering the representation of foreign governments and interests in the US, specifically including the Foreign Agents Registration Act (FARA). Under FARA, THG activities that involve contacts with covered US persons must be publicly disclosed through regular filings with the US Department of Justice.

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FARA also requires public disclosure of contracts with and expenses on behalf of the foreign client that involves covered activities.

The UAE Embassy agrees to pay THG a monthly fee of $3,000 to offset FARA record keeping costs.

Except where THG is demonstrated to have willfully violated FARA regulations and applicable law, the UAE Embassy will reimburse THG for expenses related to FARA compliance, including outside legal counsel, and for any US government reviews or audits of activities covered under this agreement.

This agreement contains the entire agreement and understanding between the parties, and can be amended only by written agreement of the parties.

Please indicate your confirmation and acceptance of this agreement and all of its parts by signing in the space below and returning one original signed copy of this letter to THG.

Agreed:

For The Harbour Group

Richard Mintz

For the UAE Embassy

Ambassador Yousef Al Otaiba

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