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

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
FGS Global (US) LLC (FKA FGH Holdings LLC)	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? 03/27/2024

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

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

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

Date	Recipient	Purpose	Amount/Thing of Value

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
04/08/2024	Joel Johnson	/s/Joel Johnson

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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
		Joel Johnson

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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.

FGS Global 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. Registrant will engage in activities on behalf of the foreign principal 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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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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fgs global

March 27, 2024

The Honorable Yousef Al Otaiba
Ambassador
The Embassy of the United Arab Emirates
3522 International Court, N.W.
Washington, D.C. 20008

Dear Ambassador Al Otaiba:

This agreement outlines the role, scope of work, and specific financial and billing terms of FGS Global (US) LLC ("FGS") for the services specified below to be provided to the Embassy of the United Arab Emirates ("Embassy") that will commence on March 1, 2024, and continue through December 31, 2026.

Terms and Conditions

Scope of Services

FGS 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 U.S. policymakers and opinion leaders.

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

- Advise on overall U.S. communications strategy;
- Anticipate and advise on specific issues and urgent events;
- 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;
- Assist with the development of communications programs and materials for UAE Consulates in the United States *(e.g.,* 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 U.S. government officials, agencies and third parties on communications around bilateral or join initiatives;
- Assist the UAE Embassy with media relations;

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- Support the development of UAE Embassy marketing, advertising, and media plans as appropriate;
- Support UAE Embassy efforts to adopt new digital and social media strategies and tactics that involve cutting-edge platforms and technologies, such as the use of artificial intelligence;
- Organize or support the UAE Embassy to develop programming for UAE government officials who visit the U.S.;
- Organize or support the UAE Embassy to develop programming for U.S. officials and private individuals who visit the UAE;
- Develop programs and content that amplify and reinforce efforts to increase trade and investment; and
- Coordinate communications efforts with UAE government stakeholders, which may include, among others: the Ministry of Foreign Affairs, the Ministry of Environment and Climate Change, the Ministry of Economy, the Ministry of Presidential Affairs, and the Executive Affairs Authority.

Personnel

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

Budget and Fees

To direct and implement the communications program, FGS will invoice the UAE Embassy $5,300,000.00 per year. This fee will be billed in 12 monthly installments of $441,666.67.

The monthly retainer fee will include all FGS professional fees and incidental expenses as detailed below.

Any work beyond the Scope of Services outlined in this agreement will be negotiated and agreed to separately and set forth in a separate engagement letter on a per project basis. The parties shall meet at least annually to discuss the performance of this agreement and whether the budget set forth herein is appropriate. Adjustments to the budget may be made by mutual written agreement of the parties.

Payments are due within 30 days of the presentation of FGS invoices to the Embassy. FGS may add a one percent charge per month on outstanding balances longer than 60 days.

Expenses

Incidental expenses covered within the retainer will include technology costs and fees associated with media and search databases, local transportation (*e.g.*, cab fare, parking, tolls, and other transportation expenses) and long-distance mobile phone data or roaming charges.

International and domestic travel, event production and management, third-party fees, advertising production and purchases, video production, graphic design, website development, printing and

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other significant expenses will be arranged directly through the Embassy or billed separately with advance approval by the Embassy.

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

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 FGS for all professional fees, expenses, and third-party expenses, which have been approved by the Embassy and which are necessary for the orderly wind-down of FGS' work to support the UAE Embassy. This would also include Embassy-approved fees or expenses agreed to by FGS on the Embassy's behalf for vendors, subcontractors and other third parties. Likewise, during this notice period, FGS will be obligated to continue to perform all work within the scope of services above.

FGS 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 FGS exercise its right hereunder, FGS will not be liable for any Embassy-approved costs whatsoever (including without limitation, any cancellation fees or penalties) resulting from FGS exercising such right. In the event the FGS elects to stop work, it shall promptly notify the Embassy and the Embassy shall not be liable for any monthly fees under this agreement for any subsequent month and it shall be liable for a proportional share of the monthly fee for the month in which FGS stops work and provides notice to the Embassy.

Compliance

FGS and the Embassy agree to comply with applicable laws, including the U.S. Foreign Agents Registration Act (FARA). Under FARA, FGS must make certain filings with and disclosures to the U.S. Government, including contacts with covered U.S. persons through regular filings with the U.S. Department of Justice. 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 FGS a monthly fee of $3,000 to offset FARA record keeping costs.

Except where FGS has willfully violated FARA regulations and applicable law, the UAE Embassy will reimburse FGS for expenses related to FARA compliance, including outside legal counsel and for any US government reviews or audits of activities covered under this agreement. In the event that FGS is subject to investigation under FARA or other U.S. Government action related to this agreement, it shall promptly notify the Embassy and cooperate with the Embassy.

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Confidentiality

FGS acknowledges that it will be in a unique position of trust and confidence for the Embassy, which is essential to this agreement. FGS agrees to hold in confidence any information, disclosure, impression, or observation to which it and its personnel are privy during the term of this agreement, subject to direction by the Embassy or UAE officials.

FGS further agrees as follows:

A. All books, photos, videos, records, recordings, information, and documents of or relating to the Embassy shall be the sole and permanent property of the Embassy. FGS shall not be entitled to use, view, distribute, or retain any copies thereof, notwithstanding its participation in the production of said media or his appearance therein, absent permission from the Embassy or from authorized personnel.
B. At no time, and under no circumstance, shall FGS possess or publicize, in any manner, any photo, image, recording (audio or video), description or impression of the Embassy or its personnel and their families or any relevant properties or residences in whole or in part (and any items of personal property owned by the Embassy or its personnel and their families), or visitors to the Embassy or its properties or residences or those of its personnel and their families absent permission from the Embassy or from authorized personnel.
C. Unless required by service of legal process, and then only upon advice of competent legal authority acting in consultation with Embassy, no other Embassy information, whether written, recorded, or observed, shall be disclosed by FGS without consent of the Embassy. This subparagraph (C) shall continue upon and after termination of this agreement and regardless of the reason for termination of the agreement and irrespective of the party initiating termination of the agreement. In the event of a legal proceeding seeking such disclosure from FGS, FGS shall promptly notify the Embassy and shall work cooperatively with the Embassy to defend the confidentiality of any relevant information or materials. The Embassy may elect to hire counsel and contest disclosure. If a binding and final order of a competent court requires disclosure by FGS of covered information or materials, it is understood that FGS may be obligated to comply with the order notwithstanding any provisions of this agreement. The Embassy shall reimburse FGS for any out-of-pocket costs (including attorneys' fees) incurred by FGS in responding to any such legal proceeding.

Standards

FGS shall perform its duties under this agreement in accordance with the highest standards of professional ethics and practices in its industry.

Language, Laws, Interpretation, Disputes, and Controlling Legal Authority

Should this agreement be translated into any other language, and should any dispute or difference arise between the contracting parties due to such translation, the original English text of this agreement shall prevail.

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FGS shall take into consideration that the Embassy enjoys the diplomatic privileges and immunities provided for in the Vienna Convention on Diplomatic Relationships of 1961 and Consular Relationships of 1963, as well as under U.S., UAE, and international law and all other observed diplomatic customs and norms.

Should a dispute or concern arise over either the provisions of this agreement or the absence of express provisions, the parties will endeavor to resolve such disputes amicably. If the parties cannot resolve any dispute about this agreement, any such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The parties expressly waive any right to bring suit in any court of law and agree to keep information about any such dispute confidential, consistent with the terms of this agreement. Notwithstanding any other provision of this agreement, the parties agree that the Embassy reserves the right and has the ability to file suit in any relevant court of law and to seek the non-disclosure of any of information that it might believe to be non-public (or the disclosure of which it believes would be harmful for any reason) and FGS agrees not to object to or otherwise resist any such suit and to cooperate with Embassy's reasonable requests in relation to such suit.

This agreement shall be analyzed, interpreted, implemented, and resolved under the Laws of the Washington, District of Columbia.

Indemnification

In the event of any claim, action, investigation or regulatory proceeding initiated by a third-party who is not an officer, employee, consultant, or affiliate of FGS resulting from, or relating to, materials prepared, or statements made, by FGS based on information or materials provided by the Embassy or modifications made by Embassy or by a third party on behalf of Embassy to the deliverables prepared by FGS under this agreement, without the participation of FGS, the Embassy shall indemnify and hold FGS harmless and pay any costs (including reasonable attorneys' fees), damage awards or other liability incurred by FGS, except to the extent such claims are a result of FGS's gross negligence or willful misconduct. Embassy's obligations under this paragraph shall survive the termination of this agreement. However, the Embassy shall not be liable for any indemnification for any sums attributable to fraud or reckless conduct by FGS or any third-party.

Severability

If any terms or part of this agreement shall be determined to be invalid, illegal, or unenforceable in whole or in part, the validity of the remaining part of such term or the validity of any other term of this agreement shall not in any way be affected. All provisions of this agreement shall be construed to be valid and enforceable to the full extent permitted by law.

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Binding Provisions and Performance

This agreement shall inure to the benefit of and be binding upon the parties hereto, and all such parties agree to be bound by the provisions contained herein.

Entire Agreement; Amendments

This agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof. No amendment or variation of the terms of this agreement shall be validly made unless in writing and signed by the parties hereto.

Waiver of Violation Not Continuing

The waiver by a party of a breach or violation of any provision of this agreement shall not operate as or be construed to be a waiver of any subsequent breach of that provision, nor any other term or provision, of this agreement.

Assignment

This agreement is personal to each of the parties hereto. Neither the Embassy nor FGS may assign to another its rights or obligations hereunder without the prior written consent of other party.

The paragraph headings used in this agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this agreement.

Counterpart Documents

This agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall be deemed to constitute one instrument.

We appreciate this opportunity to continue to serve you.

Sincerely,

Michele Soho
Michele Soho (Apr 2, 2024 10:06 EDT)

Michele Soho
Chief Operating Officer

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

By: Yamp Otaiba

Name: Yousef AL Otaiba

Date: Mar 27, 2024

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