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OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice
Washington, DC 20530

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by 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 this 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 .22 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

Finn Partners, Inc.

2. Registration Number

6212

3. Primary Address of Registrant

301 E. 57th St.
New York, NY 10022

4. Name of Foreign Principal

Dubai Corporation for Tourism and Commerce Marketing

5. Address of Foreign Principal

4th Floor, One Central, The Offices 2,
Dubai World Trade Centre, PO Box 594, Dubai UAE

6. Country/Region Represented

Dubai

7. Indicate whether the foreign principal is one of the following:

- ☒ Government of a foreign country [1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Dubai Corporation for Tourism and Commerce Marketing

b) Name and title of official with whom registrant engages

Issam Kazim, Chief Executive Officer, Department of Tourism & Commerce Marketing.

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

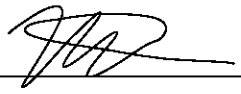
12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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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
November 30, 2020	Martin Ettlemyer	Sign	
		Sign	
		Sign	
		Sign	

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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
Finn Partners, Inc.	6212

3. Name of Foreign Principal

Dubai Corporation for Tourism and Commerce Marketing

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? October 13, 2020

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

Public relations activities to promote tourism in Dubai and increase visitors to the country.

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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.

Finn Partners provides public relations services including media outreach, response to inbound inquiries and opportunities, TV show outreach, consumer and media activations planning and support, influencer marketing and media monitoring in the U.S.

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.

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.

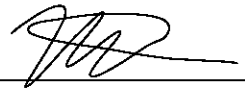
2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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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
November 30, 2020	Martin Ettlemyer	Sign	
		Sign	
		Sign	
		Sign	

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SERVICE AGREEMENT

between

Dubai corporation for tourism and commerce marketing

and

FINN Partners

for

Public Relations Services in USA

Dubai Tourism-Public

Contract Reference:

Ref: DTCM/C/GEN20/2229

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Service Agreement

Particulars and Additional Clauses

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- A – Services
- B – Fees and Payment
- C – Main Representatives
- D – Invoices
- E – Competitors
- F – Key Personnel
- G – Approval Process
- Annex 1 – Scope of Work
- Annex 2 – Rate Card
- Annex 3 – Agreed KPIs
- Annex 4 – Annual Retainer Fees

Schedule 2 – Data Processing Addendum

General Conditions

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THIS SERVICE AGREEMENT is entered into on 13-Oct-2020

Between:

THE FIRST PARTY

Name: Dubai Corporation for Tourism and Commerce Marketing

Address: 4th Floor, One Central, The Offices 2, Dubai World Trade Centre, PO Box 594, Dubai UAE

Represented by (name and position): Issam Kazim, Chief Executive Officer

Hereinafter called the (the "**Client**"); and

THE SECOND PARTY

Name: ***Finn Partners, Inc,***

Address: *301 E. 57th St., New York, NY 10022*

Represented by (name and position): ***Martin Ettlemyer, Chief Financial Officer***

Hereinafter called the ("**Agency**").

The Client and the Agency shall be referred to hereinafter either individually as a **Party** or collectively as the **Parties**.

WHEREAS, the Client wishes to appoint the Agency to provide the Services (as defined in the General Conditions) and the Agency has agreed to provide the Services.

WHEREAS, such Services shall also be provided to the parent company of the Client, the Department of Tourism and Commerce Market, and its wholly-owned subsidiaries (collectively, "**DTCM"**).

NOW, THEREFORE, it is agreed as follows:

1. This agreement between the Parties is comprised of:

   1.1. this Service Agreement, including the Particulars and Additional Clauses, which shall consist of and comprise an integral part of this Services Agreement;

   1.2. the Schedules to this Service Agreement; and

   1.3. the General Conditions.

2. In this Service Agreement, unless otherwise expressly specified, words and expressions shall have the meanings assigned to them in Clause 1.1 of the General Conditions.

3. With effect from the Commencement Date (as defined herein), the Client appoints the Agency to provide the Services ("**Project**"), and the Agency hereby accepts the appointment in accordance with the terms and conditions of this Service Agreement.

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PARTICULARS AND ADDITIONAL CLAUSES

1. **Commencement Date and Term**

1.1. **Commencement Date:** The Commencement Date of this Agreement is 1-Oct-2020

1.2. **Term:** This Agreement shall commence on the Commencement Date and shall continue and remain in full force and effect for a period of one year (the "**Initial Term**"), extendable by 2 more years based on year on year performance. Unless terminated in accordance with the provisions of this Agreement or as otherwise agreed by the Parties in writing. The Client shall notify the Agency in writing, at least 30 days prior to the expiration of the Initial Term or any Renewal Term (as defined herein), of whether or not the Client intends to renew this Agreement for an additional period of one year from the expiration of the Initial Term (the "**Renewal Term**," and with the Initial Term, the "**Term**"), and upon providing such notice this Agreement shall be automatically renewed. Any such Renewal Term will be subject to the same terms and conditions of this Agreement. For the sake of clarity, if the Client does not renew the Initial Term, the Initial Term shall be deemed the Term of this Agreement.

2. **Project**

2.1. The Project involves the appointment of a USA based agency to provide the Client and DTCM with PR and communications services, including but not limited to market outreach through insights on consumer behaviours, innovative, effective PR activations, FAM trips and destination Marketing Communications.

3. **Data Protection**

3.1. In the course of provision of the Services to the Client pursuant to this Agreement, the Agency may process or handle personal data on behalf of the Client. The Agency agrees to comply with the provisions of the data processing agreement as set out at Schedule 2 (*Data Processing Addendum*) with respect to any personal data collected and processed for or behalf the Client in relation to the Services.

3.2. The Agency further represents and warrants that:

3.2.1. it complies with all applicable data protection laws and regulations, and has a privacy policy in place governing the use of personal data that meets or exceeds the applicable Data Protection Laws and Regulations; and

3.2.2. no personal data originating from the European Economic Area (EEA) and the United Kingdom shall be processed or otherwise shared with the Client in respect to any of the Services to be provided under this Agreement.

4. **Performance Security:**

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4.1. The Parties agree that Clause 23 of the General Conditions shall not apply, and shall be replaced as follows:

23. Performance Security: Notwithstanding any other provision of this Agreement, the Client shall be entitled to retain an amount equivalent to 10% of the value of the applicable Fees in each invoice that is invoiced to the Client and payable to the Agency in relation to the provision of Services pursuant to the terms of this Agreement as security (the "**Security**") for the performance by the Agency of its obligations under this Agreement. The Client shall be entitled to call upon any or all of the Security at any time when (i) the Client considers that the Agency is in breach of the Agreement; or (ii) the Client has incurred, whether contingently or otherwise, any loss for which it considers the Agency to be liable under this Agreement. The Security relating to a particular invoice shall (but only to the extent that it has not been called upon by the Client hereunder) be released to the Agency on the date that is ninety (90) days after the date of the invoice to which that Security relates.

Dubai Tourism-Public

5. TERMINATION AND/OR SUSPENSION

Notwithstanding any contrary provision of this Agreement, the Client may suspend or terminate all or any part of the Services at no additional costs or fees to the Client by providing prior written notice to the Agency, and the Agency shall immediately make arrangements to cease performance of the relevant part of the Services and minimise expenditure, but shall continue to perform any unsuspended part of the Services. For the avoidance of doubt, the suspension or termination of Services shall also suspend the Client's payment obligations for any services not yet delivered in accordance with the payment schedule agreed by the Parties prior to the suspension and/or termination. The Client may, at any time, authorise resumption of the suspended part of the Services by notifying the Agency of the part of the Services to be resumed and the effective date of the withdrawal of the suspension. The Services shall be promptly resumed by the Agency after receipt of such notification, and the Term of this Agreement may be extended for the period of such suspension at the Client's discretion upon written notice. Upon the Client's notification to resume or suspend the Services, the Agency shall update the project plan and payment schedule (as required) for the Client's prior written approval. For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, payments by the Client for any suspended services shall not commence until the Client approves the updated payment schedule. For the avoidance of doubt, the Client shall not under any circumstances be liable for any losses or damages (including wasted staff costs and resources and/or related expenses) the Agency may suffer as a result of any such discontinuation or resumption of Services.

If the suspension is for a period of more than 2 months, then the Client may terminate this Agreement. If the Client terminates this Agreement pursuant to this Clause, the Client shall pay the Agency Client the portion of the outstanding Fees relating to the Services

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properly and satisfactorily carried out prior to the effective date of termination on a pro rata basis and in accordance with the milestone fee schedule.

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IN WITNESS whereof, the Parties have caused their duly authorised representatives to execute and deliver this Service Agreement in two (2) original copies, on the date first above written.

For and on behalf of Dubai Corporation for Tourism and Commerce Marketing:

Signature:

Name: Issam Kazim

Designation: Chief Executive Officer

Stamp:

Ahmed Alkhaja

Digitally signed by Ahmed Alkhaja
Date: 2020.10.27 13:32:23 +04'00'

Witnessed by:

Signature:

Name:

Dubai Tourism-Public

For and on behalf of *Finn Partners*

Signature: DocuSigned by: Martin Ettlemyer 16E1BDE39239408...

Name: Martin Ettlemyer

Designation: Chief Financial Officer

Stamp:

FINN PARTNERS, INC. CORPORATE SEAL 1984 NEW YORK

Witnessed by:

Signature: DocuSigned by: Karen Clough 53028661CB2643A...

Name: Karen Clough

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SCHEDULE 1

(A) SERVICES

1. General

1.1. ***Services Generally:*** The Agency shall provide to the Client and DTCM the:

1.1.1. annual retainer services which are more specifically set out in Clause 2.2 of this Schedule 1(A) ("**Annual Retainer Services**") and include: developing, executing and delivering comprehensive PR programs that generate maximum publicity to drive consumer awareness of new offerings and create demand to visit Dubai. This scope is further detailed in the Scope of Work set out in Annexure 1 ("**SoW**");

1.1.2. project services which may be requested in accordance by the Client and agreed upon by the Parties in accordance with the mechanism as set out in Clause 3 of this Schedule 1 ("**Project Services**"); those additional Services set out in Clause 4 of this Schedule 1(A) (the "**Additional Services**," and with the Annual Retainer Services, Project Services, collectively, the "**Services**"); and

1.1.3. it is acknowledged that the Services detailed in this Services Agreement are intended to be a framework only, and may be subject to change throughout the course of the contract. In all cases, changes are subject to both Client and Agency's written approval.

1.2. The Agency shall provide the Services in accordance with the terms of this Agreement, the specifications set out in the SoW, and the agreed KPIs as set out in this Agreement in Annex 3.

1.3. ***Key Personnel***: The team are set out at Schedule 1 (F) (1.1) (the **"Key Personnel**").

1.4. ***Regions Covered by the Services:***

1.4.1. For the purposes of this Agreement, the "**Regions**" shall mean USA/Canada .

1.4.2. During the course of the first Review Meeting (as referred to below), and in any event following the expiry of the first six (6) months of this Agreement, the Client may at its sole discretion review the performance of the Services (if any) provided by the Agency.

1.4.3. In any event, and in all cases, the Agency will provide Services in accordance with the General Conditions.

2. Annual Retainer Services

2.1. The Annual Retainer Services are provided on an on-going, annual basis from the Commencement Date. The Agency shall provide the Annual Retainer Services in each of the Regions.

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2.2. The Agency hereby agrees to provide the Annual Retainer Services as set forth below:

Deliverables	Quantity
1. Brand Positioning, Planning & Strategy: Annual PR plan - aligned with Dubai Tourism's 2020's goals	Developed at the kick-off of our collaboration, with revisions throughout the year(s) as needed. ● The pulse of media in US/Canada markets ● Define target audiences and travelers' profiles + ● Build message house & communication pillars ● Build message house & communication pillars ● Roll-out plan timeline ● Monthly updated status of the PR plan inclusive planned vs. delivered Note: This needs to include the re-bound strategy post COVID-19
2. Always-on press office / Media Relations Management (pro-active and reactive)	Ongoing - Build and maintain relationships with key media in the USA/Canada on behalf of Dubai Tourism. ● Build and curate media lists & editorial calendar ● Manage media requests all year-long ● Revamp press kit based on DTCM existing material ● Draft, distribute and pitch press releases (8-12 press releases /year), media alerts, tailored features ● Speech writing, written interviews and press briefings as needed ● Media Monitoring – weekly, project based and monthly
3. Fam/ Press Trips	Expect 2-3 Group Fam Trips, including approx. 4-5 journalists (4-5 publications) per trip. *Note that:* ● *1 PR Agency Representative will accompany each media visit.* ● *Dubai Tourism will cover the travel costs separately – not included in the PR retainer.*
4. Broadcast opportunities	1-2 TV / Radio broadcast per year

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5. Out of the box activations / integrated campaigns	2-3 per year depending on the idea, expected outcome and budget requirements
6. CEO Visit in-market	At min 1 in-market visit of DTCM Head Office to US – CEO meet & greets with local media.
7. Spokesperson opportunities / positioning	Identifying a minimum of 3-4 spokesperson opportunities
8. Media monitoring	Both print and online on an on-going basis.
9. Reporting	***a.*** Status Calls *(weekly/bi-weekly)* **b.** Media monitoring – coverage, curations lists and crisis *(monthly and adhoc)* **c.** Management Market Status Reports *(monthly)* d. Market Performance Report *(2x per year)* e. Project KPI Tracker *(created annually, tracked per project)* f. Project Closing Reports *(per project)* g. Budget Tracking *(annual and per project)*
10. Crisis Management	Ongoing

Dubai Tourism-Public

3. Project Services

3.1. The Project Services may be provided on a one-off basis as required by the Client and agreed by the Parties in writing in accordance with the terms of this Agreement.

4. Additional Services

4.1. ***Virginia Sheridan*** (and any subsequent CEO of the Agency) shall be available to the Client, as when reasonably required, to assess the provision of the Services and agree best practices for the future application of the Services. This shall be provided at no extra cost to the Client during the Term of the Agreement – over and above the hours specified in the retainer, if applicable. For purposes of clarification, and notwithstanding anything to the contrary under this Agreement, ***Virginia Sheridan*** (or any subsequent CEO of Agency) shall not be deemed a core team member or Key Personnel member.

4.2. The Agency shall provide access to thought leaders endorsed by the Agency on visiting the United Arab Emirates.

5. Review Meeting

5.1. During the Term of this Agreement, and irrespective of any other meetings that may be held between the Parties, the Parties agree to hold a review meeting every six (6)

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months during the course of each 12 month period of this Service Agreement (the "**Review Meeting**") starting from the Commencement Date (a "**Contract Year**"). The purpose of the Review Meeting shall (as set out in more detail below) be to:

5.1.1. assess the scope of the Services provided and workflow;

5.1.2. discuss anticipated future requirements of the Client;

5.1.3. identify and assess the Agency's progress towards the agreed KPIs as set out in this Agreement in Annex 3;

5.1.4. consider any re-allocation of Project Services provided by the relevant members of the Teams; and

5.1.5. discuss any other matters as may be agreed between the Parties or otherwise required by the Client.

5.2. In each Review Meeting, the Agency and the Client shall agree whether there shall be any re-allocation of Annual Retainer Services to be provided by the relevant members of the Teams. The Agency agrees that to the extent that there is any such review and a subsequent change following the Review Meeting, that the day rates charged by each member of the Key Personnel shall remain unchanged. The Agency, with written approval from the Client, may change the numbers of days' work to be undertaken by each of the members of the Key Personnel affected by the change, save that such change shall be restricted to reflect only the additional tasks to be undertaken.

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6. Cooperation

6.1. The Agency will coordinate and integrate all of the PR activities that are managed or carried out by the Client, DTCM, or in which the Client is involved ("**DTCM PR Activities**") such as (but not limited to), as instructed by the Client. This will involve:

6.1.1. co-operating with other third-party service providers of the Client to obtain all necessary information in relation to the DTCM PR Activities;

6.1.2. working co-operatively and proactively with all the Client's Affiliates and other interested entities (including governmental authorities and corporations) as agreed with the Client for the purposes of the co-ordination and integration of all DTCM PR Activities; and

6.1.3. working co-operatively and proactively with other third parties who are involved in PR activities together with the Client for the purpose of coordinating and integrating the DTCM PR Activities.

(B) FEES, PROGRAMME COSTS AND EXPENSES

1. General

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1.1. In consideration of the Consultant diligently and satisfactorily performing the Services on the terms of this Agreement and to the satisfaction of the Client, the Client shall pay to the Agency the Fees as set forth below.

1.1.1. ***Annual Retainer Fees***

a. For the Annual Retainer Services, a monthly retainer fee of USD 16,675/- (as further detailed and broken down in Annex 4 –shall be payable for each month during the Term, pursuant to the General Conditions and once the applicable Services have been activated in writing by the Client. If such Services are activated after the first day of the month, the monthly retainer shall be pro-rated for the applicable Services ("**Monthly Retainer Fee**").

b. The annual retainer fees shall be capped USD 200,100/- per year of the Term (12 x Monthly Retainer Fee) ("**Annual Retainer Fees**"), and in no event shall the Fees exceed the cap set forth in this Agreement. If the Agency exceeds the capped Fees, except as otherwise approved by the Client through a written amendment of this Agreement, the Agency shall be solely responsible for such additional charges without any further liability to the Client. For the avoidance of doubt, and in accordance with the General Conditions, the Annual Retainer Fees include any applicable VAT (or equivalent), charges and/or applicable duties, imposts, taxes or levies and all monthly overhead costs/administrative expenses such as telephone, facsimile, express postage, handling and courier charges and related office administrative expenses, employee cost incurred by the Agency in servicing the Client's account, and there shall be no other payment or disbursement payable by the Client to the Agency which is not included in the capped Annual Retainer Fees for the completion of the Annual Retainer Services.

c. At end of the month, the Agency shall submit to the Client's Main Representative a signed written report detailing the Services rendered with respect to the Annual Retainer Services, the Key Personnel who rendered the Services, the time spent by such Key Personnel on such Services, his or her applicable day rate or hourly rate as applicable, the date such Services were rendered, detail of the market specific activity, and the Expenses incurred for the relevant month. The report should also indicate whether the Annual Retainer Services delivered, calculated as set forth below (the "**Service Allocation**"), are equal to, below, or above the Monthly Retainer Fee, and the amount that is below or above the Monthly Retainer Fee. The Services Allocation shall be calculated according to:

- the relevant Annual Retainer Services delivered;

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- the number of hours work undertaken by each of the members of the Key Personnel; and
- the hourly rate chargeable for the number of hours worked, as applicable, that the relevant member of the Key Personnel charges for the Services, as set out in Annexure 2.

d. The Agency and the Client agree that the Annual Retainer Fees shall remain as set forth above in Clause 1.1(a) of this Schedule 1(B), notwithstanding that that the Service Allocation may be below or above the Monthly Retainer Fee. If the Service Allocation for an applicable month is below the Monthly Retainer Fee, the Agency agrees that the Client shall have the right to roll-over the agency hours equivalent to the monthly retainer minus the Service Allocation to the following month, and any month thereafter if applicable. If the Service Allocation for the applicable month is above the Monthly Retainer Fee, the Client agrees that the Agency shall have the right to debit the agency hours equivalent to the monthly retainer minus the Service Allocation, to the following month, and any month thereafter if applicable. The Parties agree that a reconciliation process shall be undertaken on an on-going basis.

1.1.2. ***Project Service Fees:*** Subject to clause 2 of this Schedule 1 Part (B) below, the Fees for the Project Services are payable according:

a. to which Project Services, are chosen by the Client; and
b. the number of hours worked to be undertaken by each of the members of the Key Personnel of the allocated teams (to the extent relevant)), in respect of the Services to be performed; and
c. the hourly rate chargeable for the number of hours worked, as applicable, that the relevant member of the Key Personnel charges for the Services (or as otherwise agreed for the Local Team), as set out in Annexure 2.

1.1.3. ***Fees for Team***: The rates set out in the Rate Card in Annex 2 will apply for all of the work undertaken by the Agency's Personnel in each of the territories listed.

2. Fees for Project Services

2.1. Irrespective of any mechanism and agreed method of payment, the Client shall always agree the scope of the Project Services and the Fees for Project Services ("**Project Fee**") in advance with the Agency using the following method to give the Client a fixed cost for the Project Services requested:

2.1.1. The Client shall provide Agency with its written requirement for Project Services including a recommendation on which part(s) of the Agency

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budget are relevant to this project and all Regions in which the Project Services are to be carried out;

2.1.2. Agency shall within a period of time required by the Client provide the Client, in writing, with:

a. a detailed, fully scoped quote for the Project Services, and such quote shall use as a basis the rates as set forth in Annexures 1 and 2, and the Service category set forth therein;
b. details of all Key Personnel that will provide the Project Services;
c. the Programme Costs payable to any Provider for the Project Services, and any additional charges, costs, and expenses that may be applicable;
d. the time in which the Project Services will be provided; and
e. a suggested payment schedule which shall be subject to Clause 2.2 of this Schedule 1(B).

2.1.3. Agency shall not commence work on any Project Services until it has received written approval from the Client to proceed, including a Local Purchase Order ("**LPO**").

2.1.4. Agency shall inform the Client immediately if it becomes aware of any change in the Project Services that is likely to affect the cost or deadline by which the Project Services will be completed and, to the extent applicable, will submit a detailed explanation as to why the Project Services cannot be completed as anticipated and a further quote in the manner set out in paragraph 2.1.2 above in order to complete the relevant Project Services. The Agency hereby acknowledges and agrees that any such change request proposal requires the written approval of the Client.

2.2. In all cases where a Project Fee is payable, the Agency agrees that only a maximum amount of 25% of the Project Fee in respect of each particular aspect of the Services shall be invoiced upon commencement of the Project Services and payable within 30 days of the Client's receipt of such invoice, provided it was properly rendered. The remaining 75% shall be payable as per the agreed payment schedule for the project, as set forth in Clause 2.1.2(e) of this Schedule 1(B).

2.3. The fees for One-Off Project Services shall be agreed by the Parties in writing prior to the commencement of any such services.

3. Programme Costs and other Expenses

3.1. The Agency hereby agrees to provide the Client the details in advance of the Programme Costs and other costs and expenses, including without limitation, events costs, distribution costs, and travel and entertainment expenses (collectively, "**Expenses**"), which are payable to the Agency, or anticipated, in order to allow the Agency to carry out the relevant aspects of the Services for the (a) the Annual

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Retainer Services, or (b) the Project Services. The Agency hereby agrees that it shall obtain the Client's prior written approval before incurring any such Expenses, and that DCTM shall not be responsible for such Expenses if the prior written approval is not obtained by the Agency. The total amount of approved Expenses reimbursable during any given month during the Term of this Agreement shall not exceed ten percent (10%) of the total Monthly Retainer Fees payable by Dubai Tourism for the Annual Retainer Services for that month. For the avoidance of doubt, the Parties agree that Expenses shall include third party fees, reimbursable expenses (for travel, e.g.: taxis to media meetings, parking, food and beverage for media lunches), and non-routine or above standard costs (e.g.: for large print jobs, work of a graphic designer for an infographic, etc.).

3.2. The payment terms with respect to Expenses of each of the Services shall be payable as follows:

3.2.1. Subject to Clause 10 of the General Conditions, the Agency shall be entitled to render invoices (in arrears) for Expenses due and owing under this Agreement and approved by the Client pursuant to the procedures set forth in Clause 3.1 of this Schedule 1(B) above on the last day of the month in which such Expenses were incurred by the Agency and such invoices shall become due and payable within 30 days of the Client's receipt of such invoice, provided it was properly rendered; notwithstanding.

3.3. For the avoidance of doubt, the Agency may not subcontract the Services themselves to a third party (except where expressly agreed in writing by the Client). All Expenses shall be payable by Agency to the relevant third party.

3.4. In all cases, the Expenses will be provided on a "pass-through" basis such that the Client shall pay only such third-party costs, at cost, and as are charged to the Agency. The Agency shall notify the Client and keep the Client informed of any Benefits offered or provided by a Provider.

3.5. The Agency agrees that for any Programme Costs over and above USD2,722.94 (AED 10,000), the Agency shall in all cases provide the Client with three alternative supplier options (or more), unless otherwise expressly agreed in writing by the Client.

3.6. For any of the Expenses incurred in providing the Services, the Agency hereby agrees to present documentation, expense statements, vouchers and/or such other supporting information as the Client may reasonably request.

3.7. When expedient for budget and time reasons, the Client agrees to book travel and accommodation, using Client preferred rates.

4. On-going Discount and Review of Fees

4.1. The Agency agrees that the fees chargeable shall be determined in accordance with the rate cards set out in this Agreement, including Annex 2.

(C) MAIN REPRESENTATIVES

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1. General

1.1. The Main Representative for the Client:

Name	:	Issam Kazim, Chief Executive Officer
Address	:	Dubai Corporation for Tourism and Commerce Marketing, 4th Floor, One Central The Offices 2, Dubai World Trade Centre, P.O. Box 594, Dubai, United Arab Emirates
Tel No.	:	+971 4 2010 202
Fax No.	:	+971 4 282 1131
Email	:	Issam.kazim@dubaitourism.ae

The Main Representative for the Client solely with respect to the approval of any Deliverables and activities related to the Services:

Name	:	Janelle Lewis, Senior Manager, International Communications
Address	:	Dubai Corporation for Tourism and Commerce Marketing, 4th Floor, One Central The Offices 2, Dubai World Trade Centre, P.O. Box 594, Dubai, United Arab Emirates
Tel No.	:	+971 402010 286
Fax No.	:	+971 4 282 1131
Email	:	janelle.lewis@dubaitourism.ae

1.2. The Main Representative for the Agency:

Name	:	Virginia Sheridan
Address	:	301 E. 57 Street, New York, NY 10022
Tel No.	:	+1646-307-6302
Fax No.	:	N/A
Email	:	virginia.sheridan@finnpartners.com

(D) INVOICES

1. General

1.1. All invoices shall be issued in USD.

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1.2. All invoices shall be addressed to:

Dubai Corporation for Tourism and Commerce Marketing
4th Floor, One Central, The Offices Two, Dubai World Trade Centre,
PO Box 594, Dubai UAE
Attention: Finance Director

1.3. All invoices shall be submitted no later than the 10th of the month following the end of the time period covered by the invoice.

1.4. Each invoice must include the following minimum details:

1.4.1. Project name or reference;

1.4.2. Purchase order number, contract number or tender number, whichever is applicable;

1.4.3. Time period covered by the invoice; and

1.4.4. The Services provided/completed during the invoice period to which the invoice relates.

1.5 Supporting documents required to be submitted together with invoices pursuant to clause 10.2 of the General Conditions to include:

1.5.1 Completion certificate signed off by Client;

1.5.2 Any pre-approved third-party supporting invoices (if applicable);

1.5.3 Time sheets and Service Allocation; and

1.5.4 Any other documentation requested by the Client.

(E) DIRECT COMPETITORS OF THE CLIENT

Neither the Agency nor its Affiliates shall provide services which are the same or similar to the Services in the Territory without the Client's written agreement to a direct competitor of the Client. For the purposes of this Section (E) (and Clause 26 of the General Conditions), a "**direct competitor**" shall mean (except as otherwise agreed by the Client in writing by its authorised signatories) any type of Person responsible for tourism or hospitality related activities, or whose business activities are related to tourism or hospitality.

For the purposes of this Section (E), "**Person**" means any individual, partnership, joint venture, association, corporation, limited liability company, trust or other type of entity, including without limitation government ministry, company, board, or council.

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(F) KEY PERSONNEL:t

1. General

1.1. The Agency team are comprised of the Key Personnel. The identities of the Key Personnel and their respective positions are set out below:

Name	Title
Virginia Sheridan	Managing Director
Haldun Dinccetin	Director
Prin Bacalan	Account Director
Michaela Barnes	Senior Account Manager
Loren Duran	Account Manager
Megan Derks	Account Executive
Ben Atwater	Assistant Account Executive
Terry Ferraro	Promotion Director

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(G) APPOINTMENT TO PANEL

1. The Client agrees that from the Commencement Date of this Agreement and for the Term of this Agreement that the Agency shall be automatically appointed to its panel of providers for services similar to the Services.

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ANNEX 1

Scope of Work

Section 1: PR services

1.1) PR Strategy Planning and Execution

The newly appointed agency is asked to deliver a strategic approach on leisure tourism PR and communications for the USA, as well as reactive approach in the Canadian market as it pertains to media inquiries, aligned with Dubai Tourism's Vision 2025 goals. This should include, but not limited to:

i. Strategic approach to local print & online media
ii. Strategic approach to broadcast & content partnerships
iii. Localized editorial plan
iv. Localized events/event partnerships strategy and plan

a) Stakeholder and Partner Mapping
Undertake stakeholder and partner mapping exercise with clear identification of targets, engagement strategy and delivery versus target inclusive of pre-approved success measurement criteria.

b) Audience Segmentation, Engagement and Messaging Strategy

Dubai Tourism considers the following targeted segments for the US market, in which the PR Agency needs to supply a comprehensive and tailored message house (identifying key communication pillars) and an engagement strategy for the following target markets.

- Couples & friends – mid to affluent
- Families – parents with children ~8-17 years of age
- Stopover – highly sub segmented into 'bleisure', and niched groups including religious and seniors
- Within these target markets, additional segments include 'ethnic' segmentation for the following ethnicities: African-American/Canadian, Hispanic-American/Canadian, Asian-American/Canadian, South East Asian-American/Canadian

c) Perception Analysis

PR Agency to carry out perception analysis of Dubai as a leisure and business destination with regular media audit and report, in addition to strategic recommendations.

d) Competitor Analysis

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PR Agency to carry a competitors' analysis/SWOT (top five international competitive destinations) including (not exhaustive and indicative only): brand positioning, communication pillars, media share of voice, marketing efforts and campaigns.

e) Planning, Management and Execution of Media Familiarization Trips

Coordination of all media familiarization trips in line with approved Dubai Tourism ways of working as required in order to ensure communications plan objectives are met.

- Planned and Opportunistic Media Fam Trips
  Coordination with media and/or stakeholders to secure stopover/opportunistic media fam trips to Dubai.
  - Identifying target media, pitching, draft media itinerary and outreach to local (in market) stakeholders
  - Secure stakeholder support where needed, and liaise with media to ensure coverage is secure and placed in a timely manner
  - Escort/ accompany trips and provide on-ground management

f) Planning, Management and Execution of Broadcast Opportunities

Coordination of all broadcast projects (which can be television, digital streaming, online, podcast, or radio content) in line with approved Dubai Tourism annual plan and brand as required in order to ensure communications plan objectives are met.

- Identifying target channel (television, digital streaming, online, podcast, or radio, etc.), pitching and securing participation
- Develop and manage with head office, filming itinerary, permits, production requirements and stakeholder participation
- Escort/ accompany trips and provide on-ground management of film crew and local production company to ensure protocols and procedures are met and overall brand standards are kept

g) In-Market Activations and Media Events

The Agency will play a key consultative role in the support and coordination of in-market activations/ media events on both the trade and consumer/media initiatives fronts. This will include logistical coordination and handling, securing media interviews and attendees (as determined by activation type) for each event as appropriate. Take the lead on event specific messaging documents, speech writing, briefing documents, Q&As, and interview opportunities. They will also work in tandem with the Head Office to brief spokespeople and staff meetings as needed.

1.2) Press Office

The PR Agency is required to have a full-service press office representing Dubai Tourism in the USA as well as be equipped with a wider network to respond to reactive media requests across Canada and with the right mix of profiles with clear roles & responsibilities. The press office will need to deliver leisure tourism (90%) and Trade media (10%):

- Electronic press kits
- Relevant backgrounders on Dubai as a leisure and business destination

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- Media monitoring
- Press releases as per Dubai Tourism's latest news and announcements relevant to the local market
- On-going proactive pitches
- Securing and managing interview requests (with both spokesperson as well as stakeholders where relevant)

a) Media Audits

PR Agency is required to run a comprehensive media audit at the start of the collaboration and will be asked to present key recommendations. Media audits should be carried out on a quarterly basis in order to track trends and analyze shifts needed and adjust the strategy and tactics accordingly.

b) Media Engagement Planning

Based on the above, the PR Agency will be asked to provide a media engagement plan over 12 months, by identifying and prioritizing media (tier 1,2,3) with clear story angles and content placement opportunities across the editorial spectrum (print, digital and broadcast).

c) **Editorial Planning – Editorial Calendar**

The agency will be asked to build an annual editorial calendar that aligns with Dubai Tourism's strategy, tactical and brand campaigns, retail, event and festival offerings, messaging pillars, booking windows, travel trends as deemed relevant to the American market. The editorial calendar should include a mix of tier 1, 2 and 3 publications, both online and print and broadcasts/podcast/radio where relevant.

d) Media Relations Program

The agency will be asked to build and curate a comprehensive media relations program of B2C media with online, print, and broadcast/podcast/radio mediums. These lists will be used to track requests, interactions and sentiments of media towards Dubai for future engagement. The agency is also tasked with building and maintaining relationships with media in the local market aimed at leveraging new and earned media opportunities.

1.3) Administrative Services and Project Management

The PR Agency is required to undertake various administrative functions as part of ongoing servicing of the account.

a) Account Management, Budget and Reporting

To understand the impact of our efforts in the market, on a weekly, monthly and quarterly basis there will be account management and reporting required, including:

- Status Calls
- Media monitoring – coverage, curations lists and crisis
- Management Market Status Report
- Market Performance Report
- Project KPI Tracker
- Project Closing Report

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- Budget Tracking

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Annex 2

Rate Card

Annex 3

Agreed KPIs

#	Criteria	Weight
1	**Media Relations Management:** The Agency must have strong relationships with USA and Canadian media and the press community (across multiple segments including business media, daily media, travel media, travel trade media, lifestyle media etc.) and leverage the relationship to build the earned reputation of the destination. In addition to reaching out to media proactively, the Agency will be expected to handle incoming/reactive requests on an ongoing basis with an always-on press office.	**25%**
2	**Delivery of projects and proactive approach:** The Agency delivers each project of the annual PR plan, meeting the overall standards and to the full satisfaction to the respective DTCM requirements. Media trips, broadcasts, content partnerships, in-market activations, and other projects being handled by the Agency are being delivered in a way that tier 1 or tier 2 media of the important media in USA and Canada is involved in the projects. Projects need to have reasonable, realistic goals and a measurable outcome. Even though an annual PR Plan is in place, the Agency always informs the Client about new and out of the box opportunities as well as any upcoming opportunistic opportunities that the Client could benefit from. Meaning, the Agency shows a pro-active approach regarding any PR opportunity that could have a big impact on bringing more travelers from USA and Canada to Dubai.	**35%**
3	**Reporting:** The quality of reporting is up to the Client's standards in terms of the scientific language used and in terms of the absence of any grammatical errors.	**10%**
4	**Responsiveness:** The Agency responds to all emails and requests in a timely manner; no more than 2 days for emails and 3 working days for data cuts.	**5%**
5	**Planning & Strategy: Annual PR Plan (if applicable):** The Agency to produce an annual PR strategy to include, but not be limited to: - End-to-end management and delivery of all aspects of the approved Annual PR Plan (and agreed revisions) within timelines and budgets; - Content/editorial strategy and plan; - Media target strategy and plan, including audit of current landscape within the market, Dubai perception, etc. Media landscape to include offline, broadcast, etc; - Events/event partnerships strategy and plan, as well as ongoing support for other Client initiatives where PR opportunities exist (ex: media events, trade roadshows, MICE conferences); and	**15%**

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	- Broadcast strategy and plan.	
6	**Timelines:** All reports and deliverables are submitted on time.	**10%**

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Annex 4

Annual Retainer Fee

	Director	Associate Director	Account Director	Senior Account Executive	Account Executive	Assitant Account Executive		
Rate per Day (in USD) --->	725	725	725	725	725	725		
	No. of Days Per month↓	No. of Days Per month↓	No. of Days Per month↓	No. of Days Per month↓	No. of Days Per month↓	No. of Days Per month↓	Total no. of Days per month	Total cost USD
Brand Positioning, Planning & Strategy	1						1	725
Always on Press Office/ Media Relations Management			2	2	1		5	3625
FAM Trips & Media Visitation			2	2		1	5	3625
Content Partnerships							0	0
Broadcast Opportunities			1	1			2	1450
Out-of-the-Box" Innovative PR Activations / Integrated Campaigns		1					1	725
CEO meet & Greet with Local Media	1						1	725
Spokesperson Opportunities/Positioning		1					1	725
Media Monitoring					1	2	3	2175
Reporting					2	1	3	2175
Crisis Management and Escalation	1						1	725
Total per Month - Days	3	2	5	5	4	4	23	16675
Total per Year - Days	36	24	60	60	48	48	276	200100

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Schedule 2
Data Protection Addendum

1. This Data Processing Addendum ("**DPA**") forms part of the services agreement between Finn Partners (the "**Processor**") and **Dubai Corporation for Tourism and Commerce Marketing** (the "**Controller**") dated 13th October 2020 bearing the reference number DTCM/C/GEN20/2229 (the "**Agreement**") to reflect the Parties' agreement with regard to the processing of Client Data, including Personal Data, in accordance with the requirements of Data Protection Laws and Regulations. All capitalised terms not defined herein shall have the meaning set forth in the Agreement.

2. In the course of providing the Services to the Controller pursuant to the Agreement, the Processor may Process Personal Data on behalf of the Controller. The Processor agrees to comply with the following provisions with respect to any Personal Data submitted by or for the Controller or collected and Processed by or for the Controller for the duration of the provision of the Services.

3. If there is any inconsistency between the documents comprising the Agreement and this DPA relating to the Processing of Personal Data, the terms and conditions of this DPA shall take priority.

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DEFINITIONS

4. The definitions that are set out in this DPA: (i) shall apply to this DPA only and to the exclusion of any same or similar terms used in other documents which form part of the Agreement; (ii) do not replace, amend or take priority over the same or similar terms when used in the context of documents other than this DPA which make up the Agreement; and (iii) in the event of a conflict or inconsistency between such definitions and the Data Protection Laws and Regulation, the Data Protection Laws and Regulations shall take precedence.

5. In this DPA, save where the context requires otherwise, the following words and expressions have the following meaning:

   "**Affiliates**" means (i) in relation to the Controller all other Departments or entities owned by or associated with the Government of Dubai, and (ii) in relation to the Processor, any companies controlling, being controlled by, or under common control with the Processor, whether directly or indirectly;

   "**Client Data**" means any Personal Data provided by the Controller to the Processor or collected by the Processor on the Controller's behalf, including Personal Data uploaded

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to or created on a platform provided by the Processor or accessed by the Processor on the Controller or third party systems;

"**Data Controller**" means the entity which determines the purposes and means of the Processing of Personal Data;

"**Data Processor**" means the entity which Processes Personal Data on behalf of the Data Controller;

"**Data Protection Laws and Regulations**" or **"Regulations"** means any and all applicable data protection and privacy laws;

"**Data Subject**" means the individual to whom Personal Data relates, being affected by the Processing;

"**Good Industry Practice**" means standards, practices, methods and procedures conforming to the degree of skill and care, diligence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;

"**Personal Data**" means any information, including Client Data, which alone or in combination with other information can be used to identify a living individual where protected under Data Protection Laws and Regulations, where such data is Processed by the Processor; an identifiable person is one who can be identified, directly or indirectly, notably but not limited to, by reference to a user identification such as a name, an identification number, geo-location data, an online user identification, or by reference to one or more factors specific to his physical, physiological, genetic, mental, economic, cultural or social identity;

"**Process**" (or "**Processed**" or "**Processing**") means any operation or set of operations which is performed upon Personal Data (in general, any use of Personal Data), whether or not by automatic means, such as access, collection, recording, organisation, storage, adaptation or alteration, retrieval, disclosure or otherwise making available, duplication, transmission, combination, blocking, redaction, erasure or destruction;

"**Security Breach**" means actual or reasonably suspected accidental, unauthorized or unlawful access, acquisition, alteration, loss, destruction or disclosure of Client Data by the Processor or its Sub-processors (if any);

"**Services**" means the services to be performed by the Processor under the Agreement;

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"**Sub-processor**" means any Data Processor engaged by the Processor; and

"**Supervisory Authority**" means any independent and competent public regulatory authority including data protection authorities and law enforcement agencies.

PROCESSING OF PERSONAL DATA

6. The Parties acknowledge and agree that with regard to the Processing of Personal Data, the Controller is the Data Controller, the Processor is a Data Processor and that the Processor may engage Sub-processors pursuant to the requirements set forth in Clauses 14, 15 and 16 (*Sub-processors*) below.

7. The Parties agree that the Processor shall Process Personal Data (including Client Data) for the purposes and for the provision of the Services. Annex 1 *(Description of Personal Data Processing)* of this DPA sets out a description of the Personal Data Processing undertaken by the Processor.

8. The Processor shall:
   (i) Process Personal Data only as necessary to perform the Services or otherwise as expressly authorised in writing by the Controller;
   (ii) comply with the terms of this DPA and all applicable Data Protection Laws and Regulations relating to the collection or use of Personal Data;
   (iii) only Process Personal Data in accordance with the Agreement;
   (iv) agree and hereby agrees that the Controller is the sole owner and controller of Personal Data and has the sole right to determine the purposes for which the Processor may Process Personal Data; and
   (v) only Process Personal Data as a Data Processor acting in accordance with the instructions of the Controller.

9. The Processor shall notify the Controller in writing of any changes to the Services which will prevent the Processor from complying with its obligations under this DPA or significant changes to the functionality of the contracted Service which may impact the Processing of Personal Data.

TRANSFER OF PERSONAL DATA

10. If any Client Data originates from any country with one or more laws imposing data transfer restrictions or prohibitions, Processor shall ensure appropriate transfer mechanism (satisfying the country's data transfer requirement(s)) is in place, before transferring or accessing Customer Data outside of such country.

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RIGHTS OF DATA SUBJECTS

11. To the extent the Controller, in its use of the Services, does not have the ability to correct, amend, block or delete Personal Data, as required by Data Protection Laws and Regulations, subject to applicable law and any confidentiality obligations, the Processor shall use reasonable endeavours to comply with any commercially reasonable request by the Controller to facilitate such actions.

12. The Processor shall, to the extent legally permitted, promptly notify the Controller if it receives a request from a Data Subject for access to, correction, amendment or deletion of that person's Personal Data. The Processor shall not respond to any such Data Subject request without the Controller's prior written consent except to confirm that the request relates to the Controller. The Processor shall provide the Controller with all commercially reasonable cooperation and assistance in relation to the handling of a Data Subject's request for access to that person's Personal Data, to the extent legally permitted and to the extent the Controller does not have access to such Personal Data through its use of the Services.

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PROCESSOR'S PERSONNEL

13. The Processor shall:
    (i) ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and have agreed in writing to maintain the confidentiality of Client Data;
    (ii) take commercially reasonable steps to ensure the reliability of any of the Processor's personnel engaged in the Processing of Personal Data;
    (iii) ensure that the Processor's access to Personal Data is limited to those personnel who require such access to perform the Agreement; and
    (iv) appoint a data protection officer where such appointment is required by Data Protection Laws and Regulations. The Processor shall notify the Controller of any such appointment and provide the Controller with the contact information of the appointed data protection officer.

SUB-PROCESSORS

14. The Controller acknowledges and agrees that: (a) the Processor's Affiliates may be retained as Sub-processors, and (b) the Processor and its Affiliates respectively may engage third party Sub-processors in connection with the provision of the Services, subject to compliance with the requirements of Clauses 16 and 17 below.

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15. To the extent the Processor uses Sub-processors to Process Client Data, the Processor shall make available to the Controller a current list of Sub-processors (including the Processor's Affiliates) for the respective Services with the identities of those Sub-processors, including full details of the Processing to be undertaken by the Sub-processors ("**Sub-processor List**"). The Processor shall provide the Controller with a mechanism to subscribe to updates to the relevant Sub-processor List and shall provide such updates before authorising any new Sub-processor(s) to Process Personal Data in connection with the provision of the Services. If Controller notifies Processor in writing of any objections to any Sub-processors appointed or proposed to be appointed by the Processor:

(a) Processor shall work with Controller in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that Sub-processor; and

(b) where such a change cannot be made within thirty (30) days from Processor's receipt of Controller's notice, notwithstanding anything contrary in the Agreement, Controller may by written notice to Processor with immediate effect terminate the Agreement to the extent that it relates to the Services which require the use of the proposed Sub-processor.

16. The Processor shall be liable for the acts and omissions of its Sub-processors to the same extent the Processor would be liable if performing the services of each Sub-processor directly under the terms of this DPA.

DATA SECURITY REQUIREMENTS

17. The Processor shall implement reasonable technical and organisational measures to:
    (i) protect Personal Data against accidental loss or damage and unauthorised access, use, disclosure, alteration or destruction;
    (ii) ensure the confidentiality, security, integrity, and availability of Personal Data; and
    (iii) securely dispose of Personal Data and tangible property containing Personal Data (as and when required), taking into account available technology so that such information cannot be practicably read or reconstructed,

    such technical and organisational measures are described in further detail in Annex 2 *(Description of the Processor's Security Measures)*.

18. The Processor shall adopt reasonable technical and organisational measures to fulfil its obligations in accordance with Good Industry Practice, which shall include but not be limited to the security requirements set out in or referred to in this DPA or otherwise agreed in writing by the Controller.

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19. The Processor shall document, in a written security policy, Personal Data handling procedures designed to implement technical and organisational measures to protect Personal Data as required by the applicable Data Protection Laws and Regulations and this DPA.

20. Upon the Controller's prior written request, the Processor shall provide details of the Processor's information security measures and controls applicable to the provision of the Services under the Agreement and sufficient to demonstrate compliance with applicable Data Protection Laws and Regulations and this DPA.

21. The Processor shall document its policies and procedures to recover Personal Data and the Services following an unplanned event resulting in an interruption of or inaccessibility to Personal Data and the Services.

22. Access to Personal Data must only be granted to the Processor's personnel that:
    (i) the Processor has taken reasonable steps to ensure the reliability of;
    (ii) are granted the minimum access level(s) necessary to perform their job function;
    (iii) have been trained in the proper handling of Personal Data; and
    (iv) are subject to written obligations of confidentiality in respect of Personal Data.

23. The Processor shall implement logging and auditing techniques for the Personal Data Processing it undertakes, in particular in relation to access to Personal Data that are in accordance with Good Industry Practice.

24. The Processor must encrypt all Personal Data it Processes on behalf of the Controller where such Processing takes place using laptops or other electronic portable devices.

SECURITY AND BREACH NOTIFICATION

25. The Processor shall maintain appropriate security incident management policies and procedures.

26. The Processor shall:
    (i) promptly notify the Controller (and in all cases no later than 48 hours of becoming aware) of any Security Breach of which it becomes aware;
    (ii) provide reasonable cooperation with the Controller's investigation into the Security Breach and take such reasonable commercial steps as are directed by the Controller to assist in the investigation, mitigation and remediation of each such Security Breach; and

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(iii) unless legally required by Data Protection Laws and Regulations or compelled under a subpoena, court order or similar legal document issued by a court or Supervisory Authority, the Processor agrees that it will not disclose the Security Breach to any third party without first obtaining the Controller's prior written consent.

27. Each Party shall reasonably cooperate with the other Party to facilitate compliance with Data Protection Laws and Regulations, including but not limited to notification of affected individuals and Supervisory Authorities.

NOTICES

28. The Processor shall immediately notify the Controller (unless legally prohibited) of any request for disclosure of Client Data by any law enforcement or other government authority. The Processor shall cooperate fully with the Controller in relation to requests for the disclosure of Client Data and where legally permitted shall delay the disclosure of Client Data pursuant to such requests to enable the Controller to investigate and respond to the request for Client Data.

29. The Processor shall promptly notify the Controller if, at any time, it is unable to comply with the terms of this DPA or Data Protection Laws and Regulations. Any failure by the Processor to comply with the terms of this DPA or Data Protection Laws and Regulations shall be considered a material breach of the Agreement and the Controller may terminate in accordance with the Agreement.

RETURN AND DELETION OF THE CLIENT DATA

30. The Processor shall return all Client Data to the Controller and delete Client Data in accordance with the Controller's instructions. The Parties agree that a certificate of deletion of Personal Data (including Client Data) shall be provided by the Processor to the Controller.

31. The Processor shall at the request of the Controller provide reasonable assistance in the transfer or migration of Personal Data to a new service provider.

AUDITS AND CERTIFICATIONS

32. The Parties agree that the Controller shall have the right to audit the Processor's compliance with the terms of this DPA and Data Protection Laws and Regulations in accordance with the following procedure:
    (i) upon the Controller's prior written request, the Processor shall make available to the Controller (or the Controller's independent, third-party auditor) information

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sufficient to establish the Processor's compliance with the obligations set forth in this DPA and Data Protection Laws and Regulations ("**Compliance Obligations**"); and

(ii) such information shall include documentation reasonably necessary to confirm the Processor's compliance with its Compliance Obligations.

LIABILITY AND INDEMNITY

33. The Processor shall defend, indemnify and hold harmless the Controller, its personnel, representatives and its Affiliates (the "**Indemnified Persons**") from and against any and all claims, damages, liabilities, losses (including any loss of, or damage to, any property of, or injury to or death of, any person) and expenses of any kind whatsoever (including the costs in connection with defending against any of the foregoing or in enforcing this indemnity) incurred or suffered by the Indemnified Persons arising from or in connection with any breach of this DPA and/or the Data Protection Laws and Regulations by the Processor.

34. The Processor's obligations under Clause 33 of this DPA shall survive the termination of the Agreement.

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For and on behalf of Finn Partners, Inc.

Position: Chief Financial Officer

DocuSigned by:
Martin Ettlemyer
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Signature: Martin Ettlemyer

Date: 11/11/2020

For and on behalf of Dubai Corporation for Tourism and Commerce Marketing

Name: Issam Kazim

Position: CEO

Signature: .....

Date: .....

Witnessed by:

Name:

Position:

Signature: .....

Date: .....

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Annex 1 to Schedule [TBC] – Description of Personal Data Processing

Categories of Personal Data: *(Please briefly outline the types of Personal Data that will be Processed under the Agreement. Personal Data can include information such as: name, address, phone number, email address and other contact information, date of birth, government IDs, online identifiers such as cookie IDs, IP addresses.)* **N/A**	
Purposes Personal Data is Processed for: *(Please briefly outline the purposes that Personal Data is Processed for under the Agreement. The purposes will generally align with the description of the Services being provided under the Agreement and the functionality of the system the Personal Data will be Processed in.)* **N/A**	
Brief Description of Services: *(Please provide a brief overview of the Service being provided as it relates to or require the Processing of Personal Data, please include an overview of the types of Processing operations and/or how the Personal Data will be Processed.)* **N/A**	
Time Frame for the Services: *(Please outline the time frame that Personal Data will be Processed for as part of the Services.)* **N/A**	

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Annex 2 to Schedule [TBC] – Description of the Processor's Security Measures

Finn Partners Business Continuity and Security Standards

Enterprise Resource Planning (ERP) and Professional Services Automation (PSA) Platform

Finn Partners utilizes cloud-based ERP and PSA services from NetSuite Inc. They provide the following Security and Business Continuity provisions:

• Access to NetSuite is controlled through Microsoft Active Directory Federation Services (ADFS) Single Sign-On hosted in the Microsoft Azure cloud platform and secured by third-party SSL security certificates.
• NetSuite provides role based security access and rights. Key members of the IT and Finance department maintains the assigning of roles to appropriate employees.
• Strong Service Level Commitment
o Guaranteed uptime of 99.5% backed by transparent Service Level Commitment
o NetSuite has achieved a historical uptime track record of 99.96% over more than the past five years
o NetSuite's SLC is backed by a service credit if availability commitment isn't met
o Complete transparency providing system status at all times
• Multiple Data Centers
o NetSuite maximizes application availability by operating multiple geographically separated data centers
o Data center redundancy includes data mirroring, disaster recovery and failover.
• Completely Redundant Internet Connections
o NetSuite's data centers meet or exceed commercial telecommunications standards worldwide for availability and integrity, and provide redundancy that ensures reliable connectivity and maximum uptime
o No single-point data transmission bottlenecks to or from data centers
• Backup Power Systems
o Emergency generators typically provide backup power in less than 10 seconds and are sized to support the entire facility at maximum load
o Uninterruptible power systems (UPSs) are provisioned in a redundant configuration, with each UPS battery system designed to carry full load for 15 minutes without a generator.
• HVAC Systems
o Air conditioning in both data centers is configured to allow for proper heat dissipation, permitting the sites to operate within an acceptable temperature range
o An N+1 redundant system of HVAC units within each location maintains the flow of air conditioning.
• Fire Suppression

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o State-of-the-art “sniffer” systems, augmented by heat detection and dry-pipe sprinkler systems, provide the latest fire suppression methods.
• Seismic Engineering
o Seismic isolation equipment cushions facilities against movement
o All equipment is supported by earthquake bracing and anchored to the concrete slab below raised floors.

Client data storage
Client files are stored on a cloud storage platform hosted by Box, Inc. which provides the following Business Continuity and security provisions:
• Encryption in transfer and at rest
• Data Integrity protected by version, deletion and expiry controls
• Content Security Policies Prevent data loss with alerts of unusual download activity, shared files with sensitive information and uploads with prohibited data.
• Box uses multiple data centers with several providers to build redundancy into Box services. All data centers employ a variety of secure mechanisms, including strict access policies plus secure vaults and cages.
• N+1 or greater redundancy for all network components and system components.
• Uninterruptible power and backup systems as well as fire/flood detection and prevention are used at storage sites.
• Access to Box is controlled through Microsoft Active Directory Federation Services (ADFS) Single Sign-On hosted in the Microsoft Azure cloud platform and secured by third-party SSL security certificates.
• Box Zones allows us to address data residency obligations across multiple geographies including Europe, Asia, Canada, or Australia.
• Box Governance allows the following:
o Manage document retention and disposition policies
o Conduct defensible discovery
o Automate content classifications
o Manage data lifecycle and permanent deletion policies

Email and messaging services
Email services are hosted on Microsoft Office 365
• Incoming and outgoing email is filtered by a dual layer of Proofpoint SaaS Email Protection and Microsoft Exchange Online Protection to remove viruses; malware and block phishing attempts and spam.
• The Proofpoint SaaS Email Protection provides continuity of access to email should the core mail platform become unavailable.
• Access to Office 365 is controlled through Microsoft Active Directory Federation Services (ADFS) Single Sign-On hosted in the Microsoft Azure cloud platform and secured by third-party SSL security certificates.

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Network Security and Resilience

• The network is protected by Fortinet FortiGate firewalls which are fully up to date and filter internet traffic to prevent staff access to malicious; phishing or spam URLs.
• Access to cloud hosted services including Office 365 email; Box file storage etc. are controlled through Microsoft Active Directory Federation Services (ADFS) Single Sign-On hosted in the Microsoft Azure cloud platform.
• The organization provides regular training and awareness initiatives about privacy and security to all staff.
• If a security breach occurs all parties would be notified with an incident report and a response and remediation plan put in place.
• All major offices have, a backup internet line in place with automatic failover incase the primary line fails.

Telephony

Office landline telephony is primarily provided by Vocal IP Networx, Inc. ("Vocal IPX"). They employ several measures designed to ensure their infrastructure's high availability, continuity and recovery for all hosted VOIP services.

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• Their hosted infrastructure leverages multiple redundant Gig-E internet links utilizing Cisco hardware and BGP for dynamic routing and failover. These links aggregate into a redundant cluster of Session-Border-Controllers (SBCs) that communicate directly with the latest version of the Broadsoft operating system.
• This highly reliable and resilient virtual infrastructure is powered by a state-of-the-art IBM hardware platform running the latest versions of VMWare ESXi. Both physical equipment and any underlying virtual machines are securely housed within Tier-1 data centers that are geographically redundant across the United States.
• All Vocal IPX data center locations are SSAE16/SOC II certified and their network topology is architected to support the automatic and transparent failover of client-delivered services to mitigate any disruptions in call-flow.
• Vocal IPX executes daily onsite and offsite backup process, as well as real-time replication of critical resources, to ensure rapid recoverability of both its physical and virtual infrastructure. Additionally, they monitor 24x7x365 both the QOS of hosted and customer premise equipment as well as the ongoing event security of their infrastructure from their US and Eastern European NOC.

On-premises Servers

• The servers are stored in a locked room. Personnel need to have an access card or key to be able to enter the space.
• The servers are provisioned with inbuilt redundancy to improve resiliency to hardware failure
• Servers are password protected which need to have a security access code to obtain access remotely.

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• The server directory services are continuously replicated to multiple offsite servers.
• All the file and application servers are backed up to an EMC Data Domain device in either New York or Los Angeles using EMC NetWorker software. The Data Domains then replicate to each other creating a fully offsite backup solution.

Workstations
• All workstations have TrendMicro OfficeScan antivirus software installed.
• Access to company workstations is controlled through Microsoft Active Directory authentication.
• Standard staff members to not have administration rights to install software on their workstations
• Endpoint Encryption is being rolled out using Microsoft Bitlocker

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GOVERNMENT OF DUBAI

Tourism

DUBAI CORPORATION OF TOURISM COMMERCE MARKETING

General Conditions

of the

Services Agreement

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1. DEFINITION AND INTERPRETATION

1.1 In this Agreement:

AED	means dirhams, the lawful currency of the United Arab Emirates;
Affiliates	means(i) in relation to the Client, all other Departments or entities owned by or associated with the Government of Dubai, and (ii) in relation to the Agency, any person directly Controlling, Controlled by or under direct or indirect Common Control with the Agency; and "**Affiliate**" is to be interpreted accordingly;
Agency Group	means the Agency and all of its Affiliates;
Agency's Materials	means (i) materials, documents, tools, data, whether personal, sensitive or otherwise, information, text, drawings, and any other property of the Agency that are embodied in any medium, including, but not limited to, electronic, optical, magnetic or tangible media, provided to, granted the permission to use and access, or otherwise made available by the Agency to the Client for the purpose of this Agreement; and (ii) materials, documents tools, data, whether personal, sensitive or otherwise, information, text, drawings; and (iii) any other property of the Agency that are embodied in any medium, including, but not limited to, electronic, optical, magnetic or tangible media, provided that, in the case of all materials specified in (i), (ii) and (iii), such materials do not include those created, developed or invented in the course of providing the Services or as part of the Services;
Agency's Personnel	means the employees, agents and consultants of the Agency and of any subcontractor engaged in the performance of the Agency's obligations under this agreement;
Agreement	has the meaning given in clause 1 of the Service Agreement;
Applicable Laws	means all applicable laws, enactments, regulations, regulatory policies, regulatory guidelines, circulars, industry codes, regulatory permits and regulatory licences which are in force from time to time and which apply in Dubai or at any other place where the Agency performs its responsibilities under this Agreement;
Approval Procedure	means the approval procedure, prepared by the Agency as part of the Services and agreed by DTCM or, in the absence of agreement, the approval procedure as notified by DTCM to the Agency from time to time;
Authorised Signatory	has the meaning given in clause 28 and "Authorised Signatory" means any one of the Authorised Signatories;
Benefits	means any rebates, commissions, discounts, rebates, volume discounts, "free" media space, gifts and any other benefits whether received by the Agency or the Agency's Group;
Business Day	means a day, excluding Friday, Saturday and public holidays, on which licensed commercial banks are open for business in Dubai, United Arab Emirates;
Commencement Date	has the meaning given in clause 3 of the Service Agreement;
Confidential Information	means any information or document in whatever form or format belonging to, in the possession of, under the control of, in the knowledge of, or howsoever related to the Client or its Affiliates, which has been disclosed or made available, directly or indirectly, to the Agency in any manner, which is (or which the Agency should reasonably assume is) (i) confidential to the Client or any of its Affiliates; or (ii) which has been designated as confidential by the Client or its Affiliates; or (iii) the unauthorised disclosure of which would, or would be likely to, prejudice the interests of the Client or its Affiliates, and this includes all Intellectual Property Rights, trade secrets, know-how, all personal and sensitive data and all discussions, negotiations and services provided or to be provided relating wholly or partly to the Services, the Project, this Agreement or the affairs of the Client or its Affiliates;
Controlling	(including the terms **Controlling**, **Controlled by** and **under Common Control**) with respect to the relationship between two or more persons, means the possession, directly or indirectly by equity ownership, contract or otherwise, of the power to direct the management or policies of the specified person;
Deliverables	means the deliverables to be supplied by the Agency to the Client as part of the Services or as agreed between the Parties from time to time;
Exit Services	has the meaning given in clause 21.9;
Fees	means the fee or fees specified in Schedule 1B;
Force Majeure Event	means any event or condition beyond the reasonable control of the affected Party, which arises after the date of this Agreement and completely and totally prevents the performance of its obligations under this Agreement (but not arising as a result of its own fault or negligence). A Force Majeure Event shall include: (i) war, revolution, riot, terrorism or civil

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	commotion; (ii) radiation or contamination by radioactivity from any nuclear waste or any other hazardous properties or chemicals; (iii) r; (iv) natural catastrophe including but not limited to earthquakes, floods, fire, tsunamis, adverse weather or other serious epidemics; (v) blockade, embargo, strike, lock out or other industrial disturbances or trade dispute by persons other than the Agency's Personnel and subcontractors; and (vi) material adverse governmental action or decision of any nature whatsoever which materially and adversely affects the legal position of a Party to continue with its obligations under this Agreement; but, for the avoidance of doubt, shall exclude circumstances arising from economic downturn or inability to make payment;
Good Industry Practice	means the practices, methods and procedures and that best degree of skill, diligence, prudence and foresight which would reasonably be expected to be observed by a skilled and experienced professional of international repute engaged in carrying out activities the same as, or similar to, the Services under the same or similar circumstances;
Intellectual Property Rights	means (i) copyright, patents, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;
Key Personnel	means those key personnel identified in Schedule 1F;
Main Representative	has the meaning ascribed to it in Clause 16.1 ;
PR Materials	means any finished press releases and all other press and publicity materials created by the Agency in the course of providing Services to the Client pursuant to this Agreement;
Programme Costs	means the fees charged by Providers, including without limitation photography costs, video costs, artwork and design costs, and talent costs;
Provider	means a third party that is engaged by the Agency in the course of providing the Services;
Project	has the meaning given in clause 3 of the General Conditions;
Project Materials	means any materials, documents, tools and data created, developed or invented by the Agency, its representatives or subcontractors (whether individually or jointly with the Client) in relation to or as part of the performance of the Services, including the Deliverables but excluding the Agency's Materials;
Project Plan	means the comprehensive plan for the provision of the Services, detailing the timeline for the delivery and completion of each phase and element of the Services, as agreed by the Parties in writing from time to time;
Records	has the meaning given in Clause 15.1;
Services	means the services to be provided by the Agency pursuant to and in accordance with this Agreement including those described in Schedule 1A, including the Deliverables, the Exit Services and any services which are necessary or incidental to the provision of the Services;
Term	has the meaning ascribed to it under Clause 2;
Territory	means the world;
Third Party Materials	means press and publicity materials, photographs, films, sound recordings and all other materials created by a third party (excluding directors or employees of either the Consultancy or the Client), regardless of whether such material is already in existence at the time that it is desired to make it use of it for the purposes of the Client's public relations or is commissioned by the Agency for the Client's public relations during the Term; and
Unbilled Provider Services	has the meaning given in Clause 14.6.

1.2 In the Agreement:

(a) references to a person or party include an individual, a body corporate, a partnership and an unincorporated association of persons;
(b) references to a Party to this Agreement include references to the successors or assigns (immediate or otherwise) of that Party;
(c) references to day or days means a twenty four hour day including Friday, Saturday, and public holidays;
(d) the headings do not affect its interpretation;
(e) the schedules form part of it and any reference to **Clause** or **Schedule** means, unless otherwise specified, a clause of the General Conditions or a Schedule to the Services Agreement respectively;
(f) the words **include** and **including** shall mean including without limitation; and
(g) if there is any conflict or inconsistency between these General Conditions and the Service Agreement and any of its Schedules or other documents referred to or otherwise incorporated into this Agreement, the order of precedence shall be as follows: (i) the Service Agreement and its Schedules

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(ii) the General Conditions

(h) if there is any conflict or inconsistency between the terms of any of the Schedules then the earlier Schedule prevails over the later Schedule to the extent of any such inconsistency.

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

2. TERM

Subject to Clause 21.2, this Agreement shall commence on the Commencement Date and shall continue and remain in full force and effect until the date which is three (3) years after the Commencement Date (the **Term**), or until terminated earlier in accordance with the provisions of this Agreement or as otherwise agreed by the Parties in writing.

3. PROJECT PLAN

The Agency undertakes to provide the Services in accordance with the Project Plan and this Agreement. Subject to the Client's prior written approval, the Project Plan may be varied or amended in writing from time to time, in accordance with the terms and conditions of this Agreement.

4. ACCEPTANCE AND AMENDMENTS

4.1 The Parties agree that each Deliverable shall be presented to the Client for, and shall be subject to, written acceptance by the Client to ensure that the relevant Deliverable meets the requirements of the Client. Upon receiving a Deliverable, the Client shall respond to the Agency in writing within five (5) Business Days as to whether or not the Deliverable has been accepted or rejected. For the sake of clarity, the Agency shall not be held responsible for any failure by the Client to respond within the said timeframe, nor shall any such failure be deemed to imply acceptance of such Deliverable.

4.2 If a Deliverable is rejected by the Client, the Client shall communicate to the Agency the reason for the rejection and the Agency shall immediately seek to amend the Deliverable to accord with the requirements of the Client and re-submit the same for acceptance within five (5) Business Days of such communication from the Client, in accordance with Clause 4.1 above. The Agency shall fully bear the risk of any increases in its own costs relating to the rejected Deliverables.

4.3 If a Deliverable is rejected on a second occasion, the Client shall, at its own discretion, either:

(a) Initiate a repeat of the steps in Clauses 4.1 and 4.2; or

(b) terminate this Agreement in accordance with Clause 21 for material breach.

4.4 Once the Services and Deliverables have been provided in accordance with the Agreement and the Agency has received written acceptance from the Client for the relevant Deliverables, the Agency shall be entitled to issue an invoice for the associated and agreed portion of the Fees. For the sake of clarity, such invoicing shall be in accordance with Clause 10.2.

5. AMENDMENTS TO WORK IN PROGRESS

5.1 The Client may request the Agency to cancel or amend any and all plans, schedules or work in progress. The Agency will take all reasonable steps to comply with any such request provided that the Agency is able to do so within its contractual obligations to media and suppliers. Prior to any such cancellation or amendment, the Agency will advise the Client as to the charges or expenses to which the Agency is contractually committed in respect of such plans, schedules or work in progress. The Agency will take reasonable steps to mitigate any associated costs with such cancellation or amendments.

5.2 In the event of any such cancellation or amendment pursuant to clause 5.1, the Client will reimburse the Agency for those charges and expenses to which the Agency is committed and which were notified by the Agency to the Client pursuant to clause 5.1. The Client shall also pay any charges imposed on the Agency by third parties arising from the cancellation or amendment.

6. TIME FOR PERFORMANCE

Any time for performance of the Services as specified in Schedule 1 and/or the Project Plan, or any part thereof, and subject to Clause 20, shall be of the essence. Where the Services are to be performed and delivered by the specific dates stated in Schedule 1 and/or the Project Plan, any failure by the Agency to do so shall constitute a material breach of this Agreement and shall entitle the Client to terminate this Agreement for such breach in accordance with Clause 21. If no time for performance is specified for completion of the Services or any particular part of the Services, then the Agency shall perform such Services within a time to be agreed by the Parties or, failing such agreement, within a reasonable time or as otherwise notified by the Client acting reasonably given the nature and extent of the Services in accordance with Good Industry Practice. The Agency represents and warrants that it will meet the timelines specified in Schedule 1 and the Project Plan.

7. REPRESENTATIONS, WARRANTIES, AND UNDERTAKINGS BY CONSULTANT

7.1 The Agency represents, warrants and undertakes to the Client that:

(a) it has been duly incorporated or established and is validly existing under the laws of the jurisdiction of its incorporation or establishment and has the relevant constitutional approvals to perform the Services in accordance with the terms of this Agreement;

(b) this Agreement has been duly authorised and upon execution will constitute a valid and legally binding agreement of the Agency enforceable against it in accordance with its terms;

(c) it is not aware of any insolvency or winding-up orders made against it, nor of any threatened or pending insolvency or winding-up proceedings instituted against it and there is no action, suit or proceeding or official investigation before or by any relevant

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authorities, arbitral tribunal or other body pending or, threatened against or affecting it or any of its properties, rights or assets, which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement;

(d) it is not bound by any agreement with any third party which is inconsistent or may adversely affect its ability to carry out its obligations under this Agreement;

(e) none of the information furnished by it to the Client, including in connection to itself, its personnel, Affiliates, representatives and/or subcontractors and as contained in this Agreement, contains any untrue or inaccurate information or omits to state any fact the omission of which makes any such information to be misleading, and it is not aware of any material facts or circumstances that have not been disclosed to the Client which might, if disclosed, adversely affect the decision of the Client to enter into this Agreement;

(f) it possesses all requisite certificates, licences and authorisations for the performance of the Services;

(g) it will keep itself, and will ensure that its personnel, representatives and subcontractors will keep themselves, acquainted with and comply with all relevant laws, rules, policies, orders, resolutions, instructions and procedures at any location where the Agency is and/or will be performing and delivering the Services;

(h) it will ensure that its personnel, representatives and/or subcontractors sign and submit to the Client any required non-disclosure agreement;

(i) it has the necessary qualification, experience and expertise which would reasonably be expected of and to be observed by a skilled and experienced person engaged in carrying out activities the same as or similar to the Services;

(j) in connection with each of its employees, it has complied with all employment-related requirements, rules and regulations including but not limited to obtaining valid visas, meeting the Agency's contractual obligations, employment-related or otherwise, with regard to such individuals;

(k) it will comply with, and it will ensure that its personnel, Affiliates, representatives and subcontractors will comply with (as if such personnel, Affiliates, representatives and subcontractors were also parties to this Agreement), all its and their respective obligations in this Agreement and the requirements and specifications pertaining to the Services and will provide the Services with all care, skill and diligence required in accordance with Good Industry Practice and all Applicable Laws;

(l) it will ensure that the Services are free from any defect, fit for the purpose intended, not infringing any third party's Intellectual Property Rights and should there be any defects, deficiencies or illegalities, shall resolve and/or rectify all such defects, deficiencies or illegalities promptly at its own costs;

(m) it will not, nor will its personnel, Affiliates, representatives and subcontractors, accept or give any illegal or improper commission, gift, financial benefit or inducement from or to any person or party in connection with the Services or this Agreement and will ensure that its personnel, Affiliates, representatives and subcontractors will not accept or give any such commission, gift, benefit or inducement, and will immediately give the Client details of any such commission, gift, benefit or inducement which may be offered to, received from or requested by any party;

(n) unless otherwise expressly provided in this Agreement, where the Client's written consent is required pursuant to this Agreement, the Agency shall obtain such consent in accordance with the Approval Procedure;

(o) it will keep necessary records of the activities undertaken in connection with the provision of the Services and shall, at the Client's reasonable request, make them available, provide copies thereof and/or submit any reports in the format required by the Client no later than five (5) days from the date of request;

(p) it, and its Agency Group, will comply with and discharge properly all instructions received from the Client in relation to the carrying out of the Services;

(q) it, and its Agency Group, shall purchase services from Providers on terms that maximise value-for-money for the Client;

(r) it, and its Agency Group, shall use all possible care and skill in the selection of and appointment of actual or potential Providers;

(s) notwithstanding any Client consent in writing to negotiate and agree any contracts in relation to services from Providers, the Agency, and the Agency Group, shall act solely in the best interests of the Client when negotiating and agreeing such contracts;

(t) it shall notify the Client in writing promptly if it becomes aware that any Provider is, or is likely to become, unable for any reason to provide any services for or on behalf of the Client;

(u) it will not, and it will ensure that its personnel, Affiliates, representatives and subcontractors will not, misuse, abuse or otherwise do any unauthorised act with respect to any materials, equipment or Confidential Information of the Client and shall only use the materials, equipment and Confidential Information of the Client for the purposes of this Agreement and in accordance with the instructions, conditions and/or restrictions provided by the Client;

(v) it recognises the goodwill attached to the Client's name and will not take or do any action or permit or suffer any action that would be detrimental to the goodwill associated with the Client's name or create unfavourable publicity or bring disrepute to the Client. It undertakes to fully protect the goodwill, reputation and image of the Client and its Affiliates at all times; and

(w) work diligently to protect and promote the interests of the Client at all times.

7.2 The Agency undertakes to the Client that it will devote all of its time, attention, skill and care as may be necessary for the proper performance of the Services and its obligations under this Agreement, and in any event, no less time than in accordance with Good Industry Practice

7.3 The Agency agrees that all equipment, hardware, software and materials furnished to the Agency by the Client or specifically purchased

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by the Agency with funds wholly provided or reimbursed by the Client shall be and shall remain the property of the Client and shall be so marked. Upon purchase of any such equipment, hardware, software and materials by the Agency, the Agency undertakes to furnish to the Client inventories of the equipment, hardware, software and/or materials and at the termination or expiry of this Agreement, to return or hand over all such equipment, hardware, software and materials immediately to the Client.

8. OBLIGATIONS OF THE CLIENT

8.1 The Client shall use its reasonable efforts:

(a) to provide the Agency with relevant information and documents as the Agency may reasonably request for the proper performance of its obligations under this Agreement, including clear briefings; and

(b) to allow the Agency such access to the relevant premises of the Client and to such other premises and property, at the Client's discretion, to perform the Services during the Client's normal business hours subject to at least seven (7) days prior written notice requesting for such access is provided to the Client and that, despite any permission subsequently given, the Client reserves the right (at its absolute discretion) to refuse entry to, or to require the Agency to remove promptly any of its personnel, representatives and/or subcontractors and any of their materials from the relevant premises.

8.2 The Client makes no representation or warranty, express or implied, as to the accuracy, reliability or completeness (or otherwise) of any information or documents supplied to the Agency. Nothing in this Agreement shall be construed or implied as obliging the Client to disclose any specific type of information to the Agency.

9. AGENCY'S PERSONNEL

9.1 The Agency shall be responsible for the management of all Agency's Personnel.

9.2 The Agency shall ensure that all Agency's Personnel:

(a) are fluent in spoken and written English;
(b) have relevant qualifications and experience;
(c) are properly trained and fully conversant with the technologies and equipment being used by the Agency in its provision of the Services;
(d) are made fully aware of the Client's procedures as deemed necessary by the Client in its sole discretion and that are notified to the Agency from time to time by the Client;
(e) if attending the Client's premises, are neatly attired in appropriate working dress or uniform as specified or approved by the Client at all times while in attendance on the premises;
(f) strictly comply with all Applicable Laws and all relevant parts of the Client's policies, as notified by the Client to the Agency; and
(g) conduct themselves towards the Client's employees and other third party personnel in a civil, obliging and constructive manner.

9.3 The Agency shall vet all of the Agency's Personnel in accordance with Good Industry Practice.

9.4 The Client shall have the right, by written notice to the Agency, to require the removal of any member of the Agency's Personnel from the provision of the Services who, in the reasonable opinion of the Client, is not performing the Services properly, efficiently or effectively. The exercise of this right shall not relieve the Agency of its obligations under this Agreement.

9.5 The Agency shall ensure that each member of the Key Personnel devotes that percentage of such member's time as specified in Schedule 1F to the provision of the Services and performance of the Agency's other obligations under this Agreement. The Agency shall retain the services of the Key Personnel and will not remove or change any member of the Key Personnel unless:

(a) that person is on long term sick leave or ceases to be employed or retained by the Agency or any of its Affiliates;
(b) the Services or other obligations for which the person is employed are completed; or
(c) with the Client's prior written consent.

9.6 The Agency shall use all reasonable endeavours to ensure that the role of any member of the Key Personnel is promptly filled and that any replacement will be equally or more qualified and experienced as the person he or she replacing and fully competent to carry out the tasks assigned to the person which he or she is replacing. Without limiting the foregoing, the Agency shall ensure that the role of any member of the Key Personnel being replaced is fully covered by a suitable, appropriately qualified and experienced temporary replacement during any period when the role is vacant.

9.7 Before assigning any Key Personnel to the Services, the Agency shall:

(a) provide the Client with a curriculum vitae and any other information about the person as reasonably requested by the Client; and
(b) introduce the relevant person to the Client and provide the Client with an opportunity to interview that person. The Client shall notify the Agency within three Business Days after being introduced to that person if it objects to the appointment of that person as a member of the Key Personnel, and the Agency shall ensure that an alternative proposed individual is introduced to the Client within 10 Business Days after receipt of that notice. The approval of such substitute Key Personnel shall be at the Client's sole discretion.

9.8 All costs associated with the removal or replacement of any Agency's Personnel shall be borne by the Agency.

10. FEES

10.1 Subject to Clause 23.4, in consideration of the Agency performing the Services on the terms of this Agreement, the Client shall pay to the Agency the Fees. Other than as expressly provided in Schedule 1(B) and this Agreement, the Fees shall be inclusive of all charges, expenses and taxes of any nature whatsoever and there shall be no other payment or disbursement payable by the Client to the Agency under this Agreement.

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10.2 The Agency shall be entitled to render invoices at the time and in the manner stated in Schedule 1. Subject to Clause 10.3 or unless the Parties otherwise agree, the payment of any sums due shall be made within sixty (60) days from receipt of the invoice, provided it was properly rendered. An invoice shall only be deemed to have been properly rendered upon the Agency submitting all documents reasonably required by the Client to support each invoice. All invoices and supporting documents must be sent to the invoice address specified in Schedule 1. The Agency agrees that if an invoice is not presented in the manner and in accordance with this Clause 10.2 and Schedule 1 or, in any event, within six (6) months from the date the relevant Services which are the subject matter of the invoice being completed, then the Client shall not be obliged to make any payment in relation to such invoice.

10.3 If the amount in any invoice is disputed by the Client, the following provisions shall apply:

(a) The Client shall pay to the Agency, in accordance with Clause 10.2, all amounts not disputed by the Client;
(b) The Client shall notify the Agency of any disputed item and shall describe in reasonable detail the reasons for disputing the item; and
(c) within seven (7) days of the Agency receiving the notice referred to in Clause 10.3(b), the Parties shall seek to reach settlement on the item that is the subject of the dispute, failing which, the dispute shall be dealt with pursuant to Clause 30 .

10.4 The Fees may not be increased without the prior written consent of the Client.

10.5 The Client shall have the right to deduct from any monies due or which may become due to the Agency any monies or sums recoverable from the Agency by the Client as set out in Schedule 1B or in respect of any claims against the Agency.

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

11. PROGRAMME COSTS

11.1 The Agency may not incur any Programme Costs without the express written approval of the Client, which approval must be obtained in accordance with the Approval Procedure.

11.2 The Programme Costs shall be as referred to in Schedule 1B. Except as referred to in Schedule 1B, the Client shall pay the Programme Costs in the same way that it shall pay the Fees in accordance with the payment provisions set out in Clause 10.

11.3 The Agency shall provide written notice to the Client of advance booking deadline, and copy deadlines and the cost implications of missing such deadlines, or making changes or cancellations to services to be provided by Providers. The Agency shall use its best endeavours to negotiate away any penalties incurred.

11.4 The Agency will credit the Client with any refund received by the Agency in connection with Programme Costs which the Client has paid. If the Agency is able to purchase space or time at less than current published rates, the Agency's Programme Costs shall be adjusted accordingly.

12. FLUCTUATIONS IN CURRENCY VALUES

12.1 The cost of services purchased overseas in the course of providing the Services may be more or less than the cost anticipated at the date when the Agency ordered the relevant services, (or obtained the Client's approval for such costs) as a result of fluctuations in the rate of currency exchange. If so, unless otherwise set forth in the Services Agreement, the Agency will charge the Client in AED at the rate of currency exchange in operation on the date the Agency pays for the relevant services, which shall be deemed to be the closing mid-point rate in London for that day as subsequently quoted in the next published edition of The Financial Times.

13. DISBURSEMENTS

13.1 The Client shall not reimburse any costs incurred by the Agency in the performance of the Services except as expressly specified in this Agreement or agreed by the Client in writing.

14. BENEFITS

14.1 Save solely to the extent prohibited by any mandatory laws in the Territory prohibiting the passing on of Benefits to the Client, the Agency must, upon the written request of the Client, provide the Client on a quarterly basis with full and accurate reports of:

(a) to the extent that such information is available, each Provider's standard rate card and standard terms of payment (before any Benefits have been applied) applicable to the services provided by that Provider);
(b) circumstances in which any member of the Agency's Group are in a position to benefit from any Benefits;
(c) any actions that are required by the Provider from the Client in order for the Benefits to accrue; and
(d) the total of any Benefits.

14.2 In respect of each Provider, the Agency must provide to the Client all of the Benefits received by the Agency Group in respect of the Client, whether such Benefits are reflected in the amount invoiced by the Provider or subsequently provided directly or indirectly to any member of the Agency Group. Where the Agency receives any such Benefits based upon the total media purchased by the Agency for all or a combination of the Agency's clients including the Client, the Client shall be entitled to its pro-rata share of such Benefits based upon the share of applicable media purchased by the Client.

14.3 The Client shall inform the Agency as to how it wishes the Benefits to be passed back (such as by way of credit note issued against old

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invoices, credit note against future services from Providers, or involved for payment by the Agency). Where Benefits are to be paid back to the Client, the Agency shall pay such sums to the Client within 30 days of receipt of the same by the Agency or Agency Group.

14.4 The Agency will take all reasonable steps to pursue Providers for any Benefits owed by them to the Agency or Agency Group or the Client.

14.5 The Agency shall provide full transparency over the costs of any technology licenses, adserving costs, data costs, or transmission charges. For the avoidance of doubt this includes the "unbundling of costs" with regard to DSP's, trading desks, and programmatic buying techniques.

14.6 The Agency will reimburse to the Client the cost of any and all services from Providers for which the Agency has not been invoiced by the Provider (Unbilled Provider Services Provider Services).The Agency will calculate and report to the Client any Unbilled Provider Services arising on a quarterly basis. The Agency will pay back such Unbilled Provider Services within 30 days of the end of the relevant quarter.

14.7 Where Agency passes back Unbilled Provider Services to the Client and the Agency subsequently receives (within a period of 6 months from the date the Unbilled Provider Services was reimbursed to the Client) a valid invoice from the Provider relating to the value of the services which has been returned to the Client as Unbilled Provider Services, the Client will be liable to pay back the same to the Agency on the payment terms set out in this Agreement.

14.8 The Agency undertakes to maintain the confidentiality of any dealings in relation to Unbilled Provider Services and in particular undertakes not to disclose to any Provider the existence of Unbilled Provider Services arising under this Agreement.

14.9 The Agency warrants and undertake that it, its Agency Group, will not enter into any agreement with a Provider which restricts or prevents the Agency or Agency Group from fully complying with the terms of this Agreement, including without limitation Clauses 14 and 15.

14.10 The Agency undertakes to procure compliance with the terms of this Clause 14 by all members of the Agency Group as if such members of the Agency Group were also parties to this Agreement and shall be liable for any acts or omissions of the Agency Group which result in a breach of this Agreement as if such member of the Agency Group had been a party to this Agreement.

14.11 The Agency represents that it has fully disclosed to the Client in writing all applicable conflicts of interest with Providers, and Benefits and Unbilled Provider Services in respect of the Services, and undertakes throughout the term of this Agreement to fully and promptly disclose to the Client any applicable conflicts of interest with Providers, Benefits or Unbilled Provider Services which arise during the course of providing the Services.

15. RECORDS AND AUDIT

15.1 During the term of this Agreement and for 2 years after its termination, the Agency shall maintain, at its own cost, clear, accurate, complete and up-to-date records in respect of all Programme Costs paid by the Client and all expenditure that is reimbursable by the Client under this Agreement and in respect of the performance of the Agency's and Agency Group's obligations under this Agreement together with all records reasonably necessary to evaluate and audit the matters set out in this Agreement (**Record**). The Agency shall procure compliance by members of the Agency Group with its obligation to maintain Records as set out in this Agreement.

15.2 The Agency will allow the Client by its own personnel or by an independent auditor (**Auditor**) access to all the records during the Term and for 12 months afterwards, provided:

(a) The Agency may redact from the Records confidential financial, payroll, personnel or other confidential records of the Agency that do not relate directly to the Client;

(b) The purpose of such an audit is solely for the purpose of auditing contract compliance and not for the purpose of fee negotiation or the collation by any means of planning information;

(c) The Client and the Agency shall meet together with the Auditor not less than 3 working days prior to the commencement of any audit and will agree the scope of the audit; and

(d) Any access for the purpose of auditing or otherwise inspecting the Records shall be on not less than 14 days' written notice at any time during normal business hours, provided that, in the absence of exceptional circumstances, the Agency shall not be obliged to allow such access or inspection more than once during any 12 month period unless the Client has reasonable grounds to suspect that fraudulent activity has occurred.

15.3 Save to the extent that any records relate only to the Agency's other clients and do not relate at all to the Client:

(a) all rights in the Records (including Intellectual Property Rights and any data and information created, obtained, compiled or verified by the Agency (including without limitation prices paid for media purchased by the Agency on behalf of the Client) will belong to the Client and will be deemed to be Project Materials for the purpose of the Agreement; and

(b) the Records will constitute Confidential Information of the Client for the purposes of this Agreement.

15.4 The Agency shall, and shall procure that the members of the Agency Group shall, allow the Auditor access (including without limitation at relevant premises or, where reasonably requested, by providing electronic copies and by procuring that relevant staff of the Agency and its Affiliates are available when reasonably requested by the Auditors) to all the records to audit the Agency's obligations under this Agreement. Any such access shall be on at any time during normal business hours for the purpose of auditing or otherwise inspecting the records. The Agency shall provide all Records and data in a format reasonably requested by the Auditors.

15.5 Should any audit or inspection of the Records by the Client reveal that the Client has been overcharged, the Agency shall reimburse to the Client:

(a) the amount of the overcharge within seven (7) days plus interest of 7% per annum calculated daily; and

(b) the actual third party costs charged to the Client by the Auditor in respect of the audit.

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15.6 The Agency will, and will procure that the Agency Group will, afford the Auditor all reasonable assistance in the performance of the audit. The Client and the Auditor will ensure that any information obtained in the course of the audit relating specifically to the Agency's and Agency Group's business (excluding the Records) is kept in the strictest confidence and not used for any purpose other than the proper conduct if the audit. Prior to carrying out any audit, the Client shall procure the Auditor's agreement to comply with this clause. The Agency shall not disclose any report produced by the Auditor to any third party (including any Provider).

15.7 Where the Agency or Agency Group uses direct or indirect majority owned affiliates, specialist buying companies, group buying companies, buying clubs or any other related party to supply services, the Agency shall procure that the affiliates, specialist buying companies, group buying companies, buying clubs or any other related party will grant the same rights of audit to the Auditor.

16. MAIN REPRESENTATIVE AND PERSONNEL

16.1 During the Term, each Party will designate a senior member of their personnel who will be the primary contact for communications between the Parties (the **Main Representative**) and who shall be responsible for the coordination of all matters relating to the Services and this Agreement for and on behalf of that Party. The contact details of each Party's Main Representative are set out in Schedule 1.

16.2 The Client and the Agency shall meet as often as reasonably requested by the Client to ensure efficient performance of the Services and the proper implementation of the Project.

16.3 In the discharge of its obligations under this Agreement, the Agency (including the Agency's Main Representative, its personnel, representatives and subcontractors) must comply with any directions from the Client as may be given from time to time. Notwithstanding the foregoing, the Agency acknowledges and understands that it is also expected and obligated to exercise its own professional judgment as a consultant with the necessary skills and expertise and to utilise its skills as it considers most appropriate in order to comply with and fulfil its obligations under this Agreement.

16.4 The Client shall be entitled to request and obtain, at its discretion, the removal and replacement of any of the Agency's personnel, representatives and/or subcontractors who are involved in the provision of the Services at the Agency's expense, provided that the Client shall not exercise this right unreasonably. The Agency shall provide a replacement for the removed personnel who has the requisite experience and skill required by the Client. Any such replacement must be equally or better qualified as the initial individual assigned by the Agency and sufficient training and documentation of the Services must be provided by the Agency to ensure continuity of the Services.

17. INTELLECTUAL PROPERTY RIGHTS

17.1 The Client acknowledges that the rights to the Agency's Materials are vested, and shall remain vested, in the Agency. In the event any part of the Services includes the Agency's Materials, the Agency must notify the Client in writing prior to delivery. The Agency hereby grants to the Client a licence in respect of any such Agency's Materials which form part of or are contained in the Services and such licence:

(a) Is worldwide, non-exclusive, transferrable, perpetual and irrevocable;
(b) entitles the Client and its Affiliates to use and reproduce such Agency's Materials, or any derivative of such Agency's Materials, for its internal business purposes pursuant to this Agreement and for any future implementation of the Project; and
(c) is fully paid-up and not subject to any on-going or additional fees or charges (including any licence fee or royalty).

17.2 The Agency acknowledges that in the course of providing the Services, the Agency may have access to and may use data, properties, materials and methodologies belonging or proprietary to the Client. The Agency agrees that it shall not acquire any rights in those data, properties, materials and methodologies and undertakes not to infringe the Intellectual Property Rights of the Client in respect of any of the foregoing, and that the Agency shall comply with all applicable laws and the directions of the Client relating to such data, properties, materials and methodologies, and shall ensure that the Agency, its personnel, Affiliates, representatives and subcontractors refrain from any unauthorized use of, access to or disclosure of such data, properties, materials and methodologies.

17.3 Any Deliverables which are not notified as the Agency's Materials pursuant to Clause 17.1 are automatically deemed to be the Project Materials. All Intellectual Property Rights in the Project Materials shall belong exclusively to the Client and shall vest in the Client unconditionally and immediately upon the Project Materials having been created, developed, written or prepared. The Agency shall, at its own expense and at no cost to the Client, take all steps and sign all deeds and documents necessary to formalise such vesting in the Client or otherwise register such Intellectual Property Rights in the name of the Client.

17.4 In consideration of the Client entering into this Agreement, the Agency, as beneficial owner, assigns (or shall procure the assignment) to the Client for all purposes (to the extent capable of assignment) all Intellectual Property Rights in the Project Materials and unconditionally and irrevocably waives (or shall procure the waiver of) all moral rights that exist or may exist in the Project Materials.

17.5 The Agency represents, warrants and undertakes that the Project Materials, so far as they do not comprise material originating from the Client will be original works of authorship and their use or possession by the Client or the Agency will not subject the Client or the Agency to any claim for infringement of any Intellectual Property Rights of any third party.

17.6 The Agency undertakes to defend, indemnify and hold harmless the Client, its personnel, representatives and Affiliates, from and against any claim or action that the use or possession of the Project Materials (other than to the extent that the relevant Project Materials comprise material originating from the Client, its personnel, representatives or Affiliates) or any part of them infringes the Intellectual Property Rights of a third party (the **IPR Claim**) and shall indemnify the Client, its personnel, representatives and Affiliates, from and against any and all losses, damages, fines, penalties, costs (including reasonable legal fees) and expenses incurred by or awarded against the Client, its personnel, representatives or Affiliates as a result of or in connection with any IPR Claim.

17.7 If any IPR Claim is made, or in the Agency's reasonable opinion is likely to be made, against the Client, its personnel, representative or Affiliate, the Agency shall promptly, using its best endeavours and at its own expense, either:

(a) obtain for the Client, the right to continue using the Project Materials in the manner permitted under this Agreement; or
(b) modify or replace the infringing part of the Project Materials so as to avoid the infringement or alleged infringement, without

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prejudice to the representations and warranties in this Agreement in relation to all or any part of the Project Materials, and without diminishing or curtailing in any material respect the value of the Project Materials and/or the Services.

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

18. OWNERSHIP AND CUSTODY OF MATERIAL

18.1 The Agency will keep in its care materials entrusted to the Agency by the Client (**the Client Property**). The Agency will mark or otherwise identify the Client Property as being the property of the Client and will be responsible for its safekeeping.

18.2 The Agency shall not be entitled to destroy the Client Property without the Client's prior written consent. The Agency shall be entitled to return the Client Property to the Client by delivery to the Client's offices at the address shown in the Service Agreement by giving the Client 30 day's written notice that it no longer requires the Property.

19. CONFIDENTIALITY AND ANNOUNCEMENTS

19.1 The Agency undertakes, for the benefit of the Client and its Affiliates (who shall be entitled to enforce the terms of this Clause 19, to treat as confidential all Confidential Information, and such information is readily ascertainable in substantially the same form at the time of disclosure.

19.2 Except as expressly provided herein, the Agency will:

(a) not use Confidential Information for any purpose other than the fulfilment of its obligations under this Agreement and, for the avoidance of doubt, will not use any Confidential Information for the benefit of any of its clients;
(b) not disclose Confidential Information to any third party without the prior written consent of the Client;
(c) not make any copies of Confidential Information without the Client's prior consent; and
(d) protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information or information of like importance, but in no event with less than reasonable care.

19.3 The Agency may disclose the Confidential Information to its personnel, Affiliates, representatives and subcontractors on a strictly need-to-know basis only. The Agency shall ensure that each of such personnel, Affiliates, representatives and subcontractors enters into a written confidentiality undertaking with the Agency on terms similar to this Clause 19 prior to any Confidential Information being disclosed to them.

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

19.5 The Agency shall immediately notify the Client of any loss or unauthorized disclosure or use of any the Confidential Information that comes to its attention.

19.6 Without affecting any other rights or remedies that the Client may have, the Agency acknowledges that a person with rights under this Clause 19 may be irreparably harmed by any breach of its terms and that damages alone may not necessarily be an adequate remedy. Accordingly, the Agency hereby acknowledges (without proof of actual damages) that injunctive relief, specific performance or other similar relief in favour of the Client or any of its Affiliates may be an appropriate and necessary remedy for any threatened or actual breach of the terms of this Clause 19.

19.7 This Clause19 shall not apply to any information which:

(a) at the time of its disclosure is in, or subsequently comes into the public domain, except through the breach of any of the undertakings by the Agency;
(b) is lawfully received by, is already in the lawful possession of or subsequently comes lawfully into the possession of the Agency from a third party who does not owe and is not under any obligation to keep the information confidential;
(c) is independently developed by that Agency without reference to the Confidential Information; or
(d) is required to be disclosed by law, pursuant to legal process or by any governmental or competent regulatory authority, provided that, to the extent permitted by law, the Agency shall immediately notify the Client of such requirement and consult and take into account reasonable requests of the Client in relation to the form, timing, content and purpose of the required disclosure.

Confidential Information shall not be deemed to be within the above exceptions merely because it is (i) covered by more general public information, or (ii) a combination derivable from separate sources of public information, none of which discloses the combination itself.

19.8 This Clause 19 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

20. FORCE MAJEURE

20.1 Neither Party will be in breach of its obligations under this Agreement if it is unable to perform or fulfil its obligations hereunder as a result of the occurrence of a Force Majeure Event.

20.2 If any Force Majeure Event occurs which renders a Party totally unable to perform or complete its obligations under this Agreement, the Party so affected shall immediately notify the other in writing of the occurrence of any Force Majeure Event giving full details thereof and the measures being taken by the Party so affected to mitigate the impact of such a Force Majeure Event on its obligations under the

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Agreement and subsequently the cessation of such Force Majeure Event.

20.3 Provided that a notice under Clause 20.2 has been issued and provided further that both Parties agree that a Force Majeure Event has occurred, and the Party affected by the Force Majeure Event has taken reasonable precautions and actions to mitigate the effects of such Force Majeure Event, the Party affected by the Force Majeure Event shall not be liable for any delay in performing its obligation under this Agreement to the extent that such delay has been caused by one or more Force Majeure Event If the Parties do not agree as to the duration of the delay, the disagreement shall be dealt with pursuant to Clause 21.

20.4 If a Force Majeure Event has occurred and either Party reasonably considers such Force Majeure Event applicable to it to be of such severity or to be continuing for a period of more than three (3) continuous months then the Parties may mutually agree to terminate this Agreement. If either Party does not agree that a Force Majeure Event has occurred then the dispute shall be dealt with pursuant to Clause 21.

20.5 If this Agreement is terminated pursuant to this clause, all rights and obligations hereunder shall forthwith terminate and neither Party shall have any claim against the other save and except for obligations which have already accrued, for any antecedent breach and any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination.

21. TERMINATION

21.1 The Client may terminate this Agreement without cause, at any time, on giving not less than fourteen (14) days' written notice to the Agency.

21.2 Subject to Clause 21.1, this Agreement shall continue for a successive twelve (12) month period following the expiry of the Term, provided that the Client gives the Agency not less than one (1) months' written notice that it wishes to extend the Term (**Renewal Period**). If the Client gives notice under this Clause 21.1, this Agreement shall terminate at the end of the Exit Period following expiry of the relevant Renewal Period. If the Client does not give such notice this Agreement shall terminate at the end of the Exit Period. For the avoidance of doubt, references to "Term" in this Agreement shall include the Renewal Period and any further Renewal Periods.

21.3 A Party shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the other Party:

(a) if that other Party is in material breach of any of its obligations under this Agreement and either that breach is incapable of remedy or the other Party shall have failed to remedy that breach within seven (7) days of receiving written notice requiring it to remedy that breach;

(b) if that other Party is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other Party or the other Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction;

(c) if, in the case of the Agency only, the Agency or any of its directors, managers, partners, representatives or owners is charged with engaging in any criminal activity, in particular, relating directly or indirectly to the performance of this Agreement or any other agreement held with the Client or any of its Affiliates; or

(d) if, in the case of the Agency only (if such Agency is a partnership or similar corporate structure involving natural persons), any of the partners dies, has a receiving order made against him or commits any act of bankruptcy.

For the avoidance of doubt, the rights of termination pursuant to Clauses 21.3(c) and 21.3(d) can only be exercised by the Client.

21.4 If the Client terminates this Agreement pursuant to Clause 21.1 or if the Agency terminates this Agreement under Clause 21.3(a) or Clause 21.3(b), the Client shall pay the Agency the portion of the outstanding Fees relating to the Services properly and satisfactorily carried out prior to the effective date of termination on a pro rata basis but, subject to clause 21.8, the Client shall have no other liability to the Agency for any loss or damage suffered or costs incurred by the Agency arising out of or in relation to the termination of the Agreement.

21.5 If the Client exercises its rights of termination under Clause 21.3, the Client shall be entitled to exercise and call upon any performance bond and/or bank guarantee lodged with it by the Agency under this Agreement and/or claim damages and compensation for any losses, costs and/or expenses suffered or incurred pursuant to the breach. The Client shall not be liable to the Agency for any losses, claims, damages, fees, liabilities, costs or expenses suffered or incurred by the Agency resulting from such termination.

21.6 Upon expiry or termination, as the case may be, of this Agreement, the Agency shall, without limitation, promptly deliver to the Client, or, if instructed by the Client, thoroughly destroy, and permanently erase the Confidential Information, all Project Materials (in any state of completion) and any other materials relating to the business of the Client, its Affiliates, this Agreement, Services or the Project that are in the Agency's possession or control. The Agency must also use its best efforts to ensure that anyone to whom it has supplied any Confidential Information returns, destroys or permanently erases (to the extent technically practicable) such Confidential Information and any copies made thereof. No copies of the foregoing items may be retained by the Agency, except as required by applicable law or by any competent judicial, governmental, supervisory or regulatory body. The Agency shall subsequently issue a written confirmation in the format acceptable to the Client certifying that the provisions in this Clause 21.6 have been complied with fully.

21.7 Upon expiry or termination of this Agreement, neither Party will in any way exhibit any links or display any information or make any representation that would lead any person to believe that the Parties are linked, associated or related in any manner, in relation to the Services, the Project or otherwise.

21.8 Any expiry or termination of this Agreement shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force

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or continue in force on or after expiry or termination of this Agreement.

21.9 Upon DCTM's request, and in connection with the termination or expiration of this Agreement, the Agency will provide DCTM with all reasonable assistance requested by DCTM to facilitate the transition of the Services or the Project (**Exit Period)** to a replacement service provider (**Exit Services**). The Agency shall provide the Exit Services without charge. This clause shall survive termination or expiration of this Agreement.

21.10 Under no circumstances shall any Party be liable to the other Party for any indirect or consequential loss (including loss of goodwill, loss of profit, loss of any contract, loss of opportunity, loss of anticipated profits, revenue or costs of capital) as a result of termination of this Agreement.

22. LIABILITY AND INDEMNITY

22.1 The Agency shall defend, indemnify and hold harmless the Client, its personnel, representatives and its Affiliates (the **Indemnified Persons**) from and against any and all claims, damages, liabilities, losses (including any loss of, or damage to, any property of, or injury to or death of, any person) and expenses of any kind whatsoever (including the costs in connection with defending against any of the foregoing or in enforcing this indemnity) incurred or suffered by the Indemnified Persons arising from or in connection with any wilful or negligent act or omission by the Agency or its personnel, representatives or subcontractors and/or any breach by the Agency of this Agreement or applicable laws or arising directly or indirectly out of the performance by the Agency of its obligations under this Agreement.

22.2 The Agency shall defend, indemnify and hold harmless the Indemnified Persons from and against any taxes, demands, penalties or other charges that may be made by the relevant authorities (outside the United Arab Emirates) against the Indemnified Persons or any payments made by the Indemnified Persons in respect of such taxes, demands, penalties or other charges (outside the United Arab Emirates) relating to the provision of the Services by the Agency which have not been earlier notified or agreed to by the Client in writing.

22.3 In the event that any claim is made or an action filed pursuant to Clause 22.1 and 22.2 above, the Agency shall immediately (in any event no later than three (3) days from the day it becomes aware of such claim or action) notify the Client in writing of such claim or action together with the relevant details (in any event no later than three (3) days from the day of it being requested by the Client) and shall not settle any such matter without first consulting the Client.

22.4 If the Agency is in breach of its obligations under this Agreement and fails to remedy such breach within seven (7) days after receiving notice requiring it to do so, unless this Agreement is terminated by the Client, the Client shall have the right, without prejudice to any other remedy it may have, to engage one or more third parties (the **Replacement**) to perform a portion or all of the Services that as of the date thereof have not been performed to the satisfaction of the Client (the **Incomplete Services**). The engagement of the Replacement in such circumstances will not in any way diminish any warranty or obligation of the Agency under this Agreement and the Agency shall indemnify the Client from and against any and all losses, costs and expenses suffered or incurred by the Client arising out of the engagement of any Replacement for performance of any, or all, of the Incomplete Services to the extent that such losses, costs and expenses exceed that portion of the Fees attributable to the Incomplete Services.

22.5 If there is an error in the PR Materials or the Third Party Materials as published, or publication is delayed or does not occur as planned, the Agency will not be liable unless such actions or omissions are caused by the Agency's default or neglect.

22.6 This Clause 22 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

23. PERFORMANCE BOND AND ADVANCE PAYMENT BANK GUARANTEE

23.1 The Agency shall provide to the Client on the date of signing of this Agreement, an irrevocable, unconditional, on demand performance bond provided by a licensed commercial bank in Dubai, on terms acceptable to the Client, as security for the performance of its obligations under this Agreement. The performance bond must be made in favour of the Client for the amount in Schedule 1B and must be valid from the date of signature of the Agreement until ninety (90) days following the expiry of this Agreement (including any warranty period, if any). The amount of the performance bond must be increased by a proportional amount if the Fees are/were to be increased so that the performance bond continues to equal ten per cent of the value of the total Fees payable under the Agreement. In the event the Agreement is extended or renewed in accordance with the terms and conditions set forth in this Agreement then the Agency must extend or renew the Performance Bond until ninety (90) days following the expiry of the extended or renewed time period (including any warranty period, if any).

23.2 The Parties agree that if there is an advance payment requested by the Agency and this is agreed by the Client, the Agency shall provide an irrevocable, unconditional, on demand bank guarantee provided by a licensed commercial bank in Dubai, on terms acceptable to the Client and in the amount equal to the advanced payment. The bank guarantee shall be made in favour of the Client and must be valid no later from the date the advance payment is made or to be made until the advanced payment is fully repaid or set-off or redeemed by the provision of the relevant Services. Such bank guarantee shall be in addition to the performance bond described in Clause 16.1 above.

23.3 The Client shall be entitled to call upon any, or all, of the performance bond and/or the bank guarantee at any time where:

23.3.1 the Agency is in breach of this Agreement; or

23.3.2 the Client has incurred, whether contingently or otherwise, any loss for which the Agency may be liable under the Agreement save that the Client will at all times attempt to mitigate any such loss.

23.4 The Agency shall not be entitled to any payment under this Agreement until it has provided the performance bond and, if applicable, a bank guarantee for any advance payment, in a form acceptable to the Client and in accordance with this Clause 23.

24. INSURANCE

24.1 The Agency undertakes to obtain and maintain at its own expense a policy or policies of insurance with reputable insurers, valid and

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enforceable in the jurisdiction where it is providing and delivering the Services, adequately insuring the Agency against potential liabilities under or in relation to this Agreement, to an extent and to limits that would be reasonably expected in accordance to Good Industry Practice and applicable laws, provided that the requirements stated herein shall not be construed in any way as limiting the Agency's liability under this Agreement or as constituting any waiver by the Client of any of its rights or remedies under this Agreement or under the law.

24.2 Insurance obtained by the Agency shall include but not be limited to professional indemnity insurance against loss or damage to the Client Property and items such as negatives, video tapes and software while in the Agency's possession.

24.3 The Agency shall allow the Client to inspect such insurance policies maintained by the Agency pursuant to Clause 24.1 and shall provide copies of the same at the request of the Client, together with copies of renewals and evidence that all premiums due have been paid. Neither inspection nor receipt of such copies shall constitute acceptance by the Client of the terms thereof or a waiver of the Agency's responsibilities hereunder.

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

25. ASSIGNMENT AND SUB-CONTRACTING

25.1 The Agency may not assign, subcontract, transfer, create a charge over or otherwise dispose of any of its rights or obligations under this Agreement without the prior written approval of the Client.

25.2 Notwithstanding any approval from the Client of any assignment or subcontract arrangement entered into by the Agency in respect of this Agreement, the Agency shall nonetheless continue to be liable for the performance of all obligations stipulated in this Agreement.

25.3 Nothing in this Agreement shall prevent or restrict the Client from assigning, subcontracting, transferring, creating a charge over or otherwise disposing of any of its rights or obligations under this Agreement.

26. CONFLICT OF INTEREST

26.1 The Agency shall not provide services which are the same or similar to the Services in the Territory without the Client's written agreement (not to be unreasonably withheld or delayed) to a direct competitor of the Client (as specified in Schedule 1E).

26.2 The Agency warrants that, for the duration of this Agreement, except with the prior written consent of the Client, the Agency shall not, and shall procure that its personnel, representatives, Affiliates and subcontractors shall not, whether as a Agency, principal, partner, employee or otherwise, directly or indirectly provide or procure the provision of any consultancy services nor carry out or procure the carrying out of any other business, activity, work or services to any other person that would be in conflict with its obligations under this Agreement.

26.3 The Agency shall not solicit the personnel or representatives of the Client for any purpose, including for the offer of employment or engagement, without the prior written approval of the Client.

26.4 While the covenants and undertakings in Clauses 26.1 and 26.3 are considered by the Parties to be reasonable in all circumstances, if one or more should be held invalid as an unreasonable restraint of trade or for any other reason whatsoever but would have been held valid if part of the wording thereof had been deleted or the period thereof reduced or the range of activities or area dealt with thereby reduced in scope, the said covenants shall apply with such modifications as may be necessary to make them valid and effective.

27. NOTICES

27.1 Any notice or document to be served under this Agreement shall be:

(a) in writing;
(b) delivered by hand, courier, facsimile or email, and
(c) sent to the address of the Party as set out in Schedule 1 or any other address as may be communicated by one Party to the other at any time following the signing of this Agreement.

27.2 A notice shall be effective upon receipt and shall be deemed to have been received:

(a) if delivered by hand, at the time of delivery;
(b) if by courier, within three (3) Business Days from the date of sending provided the envelope was properly addressed and sent; or
(c) if by facsimile or email, at the time of transmission in legible form, with the receipt of a transmission confirmation slip indicating that the notice has been properly despatched and transmitted successfully to the recipient's valid facsimile number or email address,

but if the delivery or receipt is on a day which is not a Business Day or if after 2.30 pm (recipient's time) it is deemed to be given at 9.00 am on the next Business Day.

28. APPROVALS AND AUTHORITY

28.1 The Agency must not incur any Programme Costs without first obtaining the Client's approval.

28.2 Any reference in this Agreement to the Client's "written approval" shall mean written approval by directors or employees of the Client

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authorised to approve the Agency's plans and schedules and/or expenditures, and as notified by the Client to the Agency from time to time (the **Authorised Signatories**).

28.3 In the course of providing the Services and subject to the Services Agreement, the Agency shall, submit to the Client for its specific written approval quotations of the cost of the various items of the Services covered by this Agreement together with terms of payment.

28.4 The Agency will advise the Client immediately of any changes in the cost of the Programme Costs or any changes in plans, schedules or work in progress previously approved in writing by the Client, for the Client's written approval. For the avoidance of doubt, if the Client approves any estimates, the Agency shall not exceed any agreed estimate without the written approval of the Client.

28.5 The Agency shall not be responsible for any delay in the performance of the Services resulting from the unavailability of an Authorised Signatory to provide approval.

29. CONTACT REPORTS

Contact reports providing each Party with an accurate written record of all matters of substance discussed at meetings or in telephone conversations between the Parties will be supplied by the Agency to the Client within 2 Working Days following the meeting or conversation.

30. GOVERNING LAW AND DISPUTE RESOLUTION

30.1 This Agreement and the relationship between the Parties shall be governed by, and construed in accordance with the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates.

30.2 If any dispute or grievance arises out of or in connection with this Agreement, each Party agrees that the dispute or grievance will be notified in writing to the other Party and discussed between Main Representatives of each Party and any other relevant representatives of each Party who have the authority to settle the dispute.

30.3 If the above mentioned Main Representatives or representatives cannot agree and are unable to resolve the dispute by direct good faith negotiation within thirty (30) days from the date such a dispute was raised by a Party and communicated to the other Party in writing (or any other period mutually agreed between the Parties), the dispute shall be referred to and finally settled in Dubai Courts. The Parties agree unconditionally and irrevocably that the Dubai Courts shall have exclusive jurisdiction to settle any disputes, which may arise out of or in connection with this Agreement.

30.4 The Agency hereby unconditionally and irrevocably renounces any right it may have to challenge in any other jurisdiction or arbitral system the decision of the Dubai Courts.

31. GENERAL

30.1 **No Partnership or Agency**

Nothing contained in this Agreement shall constitute or to be deemed to constitute a relationship of an agency, partnership or joint venture between the Parties and none of the Parties shall have any authority to represent, bind or commit the other Party in any manner or to incur expenditure in the name or for the account of the other Party unless otherwise agreed in writing.

31.2 **Waiver**

No failure of any Party to exercise and no delay by it in exercising any right, power or remedy in connection with this Agreement shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other right. The rights provided in this Agreement may be exercised as often as necessary, are cumulative and are not exclusive of any other rights (whether provided by law or otherwise). Any express waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach. A waiver of any right must be specific and in writing.

31.3 **Amendments**

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

31.4 **Severability**

If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other term of this Agreement or the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement, the Parties shall use all reasonable endeavours to replace any provision held to be illegal, invalid or unenforceable with a legal, valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid provision.

31.5 **Further Assurance**

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

31.6 **Costs**

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

31.7 **Language**

Any notice or document to be provided in connection with this Agreement must be in English or, unless the Parties otherwise agree,

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accompanied by a certified English translation, in which case, the English translation prevails unless the document is a statutory or other official document. The language of any Services and Deliverable is as set out in the Schedules of this Agreement.

31.8 **Subcontractors**

The Agency may not use any subcontractors to provide the Services without the prior written permission of the Client.

31.9 **Third Party Rights**

Except as expressly stated herein, a person who is not a party to this Agreement may not enforce any of its terms.

31.10 **Entire Agreement**

(a) This Agreement and the documents referred to in it, including the General Conditions, the Particulars and the Schedules contain the whole agreement between the Parties relating to the transactions contemplated by this Agreement and supersede all previous written or verbal agreements between the Parties relating to those transactions.

(b) Subject to Clause 31.10(c) each Party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and the documents referred to in it) made by or on behalf of any other Party before the date of this Agreement. Each Party waives all rights and remedies which, but for this Clause 31.10(b), might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

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

31.11 **Counterparts**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each Party may enter into this Agreement by executing any such counterpart.

31.12 **Physical Security**

If Agency is provided keys or other access devices, including without limitation codes and passwords, to the Client's premises, equipment, or systems, Agency shall protect such keys or access devices, shall maintain a log book of the names of personnel and times when they have possession of such keys or access to the systems or equipment, shall account for all such keys and access devices whenever requested to do so by the Client, and shall return and discontinue use of all such keys and access devices upon request or upon termination of its obligations hereunder. Agency acknowledges and agrees that it shall be responsible for the security of the Client's data while it has physical and network access to the relevant servers and that it shall implement appropriate technical and organizational security measures to protect data against accidental or unlawful destructions, loss, alteration, unauthorized disclosure.

Agency agrees that it will not use will not use, sell, license, or transfer the Client's Content. For the purposes of this Agreement, the Client's Content means information, communications, images and sounds, software and any other electronically-stored material accessible, received or distributed through the services provided by Agency and owned by the Client. Agency warrants and agrees that (i) the Client shall retain all right, title and interest (or leasehold or license interest, as applicable) in and to the Client's Content and all data, information, content, intellectual property stored in the Client's equipment, and (ii) Consultant shall have no right, title or interest (ownership or otherwise) in any of the Client's Content.

If Agency becomes aware that the Client's network or relevant servers are compromised, Agency shall provide notice of such event promptly to the Client. Agency agrees to cooperate with any investigation by or on behalf of the Client or its insurers relating to any loss, damage, destruction or unauthorized use of the Client's network or relevant servers.

31.13 **Electronic Incident Reporting**

Consultant hereby represents, warrants, and agrees that the Deliverables, any document uploaded by the Consultant into the Client's systems, or any links provided to the Client does not and will contain any virus, Trojan horse, time bomb, or worm, or other software or programming devices designed to permit unauthorized access to, or to erase or otherwise harm, Client's software, hardware, or data.

For purposes hereof, "Electronic Incident" shall mean any unauthorized action by a known or unknown person which should reasonably be considered one of the following: an attack, infiltration, disclosure of Confidential Information, misuse of system access, unauthorized access or intrusion (hacking), virus intrusion, scan of the Client's or Consultant's systems or networks, or any other activity that could adversely affect Confidential Information. Consultant shall report to the Client all known or suspected Electronic Incidents. If an Electronic Incident occurs, Consultant shall immediately notify the Client and provide the following information: nature and impact of the Electronic Incident; actions already taken by Consultant; Consultant's assessment of immediate risk; and corrective measures to be taken, evaluation of alternatives, and next steps. Consultant shall continue providing appropriate status reports to the Client regarding the resolution of the Electronic Incident and prevention of future such Electronic Incidents. The Client may require that Consultant's accessing, processing, or storing of Confidential Information be suspended, connectivity with Consultant be terminated, or other appropriate action be taken pending such resolution. Should Consultant fail to report, or take reasonable measures to resolve, an Electronic Incident, the Client may terminate this Agreement for cause.

31.14 **Email Addresses, Access to Technology Platforms & Security**: The Consultant hereby agrees that if the Client provide

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certain of its personnel with access to certain technology platforms (including those operated by third parties) and provide a "dubaitourism.ae" email address (Email Address) if required, the Consultant shall cause its personnel, employees and agents to (i) comply with the Client's policies and procedures, licensing agreements with third parties for any technology platforms, and execute any documentation required with respect to provision of such Email Addresses and access to such technology platforms, and (ii) comply with any other policies and procedures of the Client, including without limitation, information security policies and procedures, privacy policies and procedures, and code of conduct.

{End of General Conditions}

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