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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 Street, New York, NY 10022

4. Name of Foreign Principal
Ministry of Presidential Affairs

5. Address of Foreign Principal
Al Khubeirah
Abu Dhabi, UAE
UNITED ARAB EMIRATES

6. Country/Region Represented
UNITED ARAB EMIRATES

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

- [x] 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
Ministry of Presidential Affairs

b) Name and title of official with whom registrant engages
Amani Muhair Suwaidan Bin Demaithan Alqemzi, Not Available

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
04/21/2022	Martin Ettlemyer	/s/Martin Ettlemyer

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Date	Printed Name		Signature
April 15, 2022	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
Ministry of Presidential Affairs

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? 08/27/2021

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

FINN Partners will provide research and consulting services to develop a communication strategy aimed at guiding the narrative of the UAE globally by promoting its achievements and engaging with global societies to expand the UAE's media outreach, focusing on several national priority topics.

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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.

Develop a qualitative and quantitative understanding of the current state of the UAE's image and soft power in terms of influence and impact on international affairs both regionally and globally. The study shall consider input from Multimodal Media Channels such as printed press, television /radio broadcasts, social media, websites, international agencies, and other publications, etc., both regionally and globally (focusing on priority regions of interest).

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

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

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Date	Printed Name	Signature
04/21/2022	Martin Ettlemyer	/s/Martin Ettlemyer

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Date	Printed Name		Signature
April 15, 2022	Martin Ettlemyer	Sign	
		Sign	
		Sign	
		Sign	

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EXHIBIT A
STATEMENT OF WORK

Statement of Work Date: **27th of June 2021**

SOW # SCID001

This Statement of Work is issued under the Master Professional Services Agreement, dated as **27th of August 2021** (the "Agreement") between **PARTY B** ("**PARTY B**") and **PARTY A.** This Statement of Work, as amended, modified, or supplemented, includes the terms and conditions of the Agreement, which are incorporated by this reference.

1. Scope of Work

The objective is to develop a communication strategy aimed at guiding the narrative of the UAE globally by promoting its achievements and engaging with global societies to expand the UAE's media outreach, focusing on several national priority topics.

2. Performance Requirements and Deliverables

2.1. Phase I: Study of the Current State

2.1.1. Develop a qualitative and quantitative understanding of the current state of the UAE's image and soft power in terms of influence and impact on international affairs both regionally and globally.

2.1.2. The study shall consider input from Multimodal Media Channels such as printed press, television /radio broadcasts, social media, websites, international agencies, and government bodies' publications, etc., both regionally and globally (focusing on priority regions of interest).

2.2. Phase II: Benchmarking & Assessment

2.2.1. Develop a baseline-benchmarking framework to gauge the nation's image appeal, and the effectiveness of its soft power strategies and tactics.

2.2.2. Build the framework based on best practices in soft power by successful regional and global jurisdictions. The framework's parameters shall be flexible enough to adapt to current and future changes in the geopolitical landscape.

2.2.3. Evaluate the current state of the UAE's soft power against the benchmarking framework.

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2.2.4. Identify the areas for improvement in the UAE's current soft power strategies and tactics to enhance its image worldwide, by looking at the use of soft power by the leading countries by region (GCC, Europe, UK, Asia, North America, South America, etc.)

2.2.5. Identify and specify top priority countries for the UAE to implement soft power strategies to enhance its image.

2.3. Phase III: Image Enhancement Action Plans

2.3.1. Develop a Communication Strategy to enhance the global public opinion and perception of the UAE by region (focus on priority countries of interest), including detailed implementation plan, objectives, initiatives, stakeholders mapping and engagement strategy.

2.3.2. Develop a framework to plan and design campaigns to attract and engage foreign societies to participate in enhancing the UAE's image, and in promoting its story.

2.3.3. Develop a performance framework and metrics to evaluate the success and impact of the communication strategy.

2.3.4. Propose a list for potential international networks and partnerships to continuously implement the communication strategies across the world and build a database accordingly.

2.4. Phase IV: Skills Transfer & Support

2.4.1. Train and develop the internal analysis team to continuously strategize and develop campaigns to promote the UAE's agenda.

2.4.2. On-demand support by the Consultant to the analysis team throughout the implementation of the Project.

2.5. General deliverables

2.5.1. Interim progress reports, in line with the implementation plan, specifying the objectives and scope achieved as per the Project's main phases.

2.5.2. The Project's final report, along with an executive summary in both English and Arabic, the detailed findings and recommendations, the proposed communication strategy, the annexes, etc. All the relevant deliverables shall be included as expected.

2.5.3. Contextual presentations throughout the different phases of the Project (related case studies, documents, etc.).

2.5.4. Two (2) hard copies of the Project's final report.

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2.5.5. A soft copy of the final report and all the relevant data used in supporting the Project's findings.

2.5.6. A presentation and/or workshop to discuss the Project's findings and the plan for implementing the recommendations.

3. Estimated Schedule

3.1. Start date is within 3 days from signing this agreement.

3.2. Duration of the service is initially set for 6 months from the date of signing this agreement.

4. Acceptance Criteria

The Deliverables will conform to the requirements set forth in this SOW.

5. Location of services:

The services highlighted in this agreement cover reputation management for the Client across five countries of the Client's choice.

6. Project Contacts:

PARTY A: Ms. Amani AlQemzi
+971 508 888 873
Amsalqemzi@mopa.ae

PARTY B: Mr. Barry Reicherter
+1 703 599 8620
barry.reicherter@finnpartners.com

7. Price and Payment:

7.1. Total fees estimated for the project is **$1,314,476.86**

7.2. The amount will be divided into 70% retainer and 30% deliverables provided to Party A.

7.3. Payment Schedule: for the 70% retainer, it shall be paid monthly, in accordance with the payment terms in section 4.2 of the Agreement and the Invoice Schedule in the attached addendum; and for the 30% of the fee paid for reciept of deliverables, within 30 days after receipt of invoices and approval of the project management lead.

8. Change Management:

The scope change request process will be the vehicle for communicating change. Either party may

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initiate a change request. Both parties must review the proposed change and either approve or reject such change in writing prior to proceeding with any change to this SOW. Only the following individuals are authorized to make and/or approve changes.

PARTY B: Name **PARTY A: Name**

9. Possible additional deliverables

(Any additional task, functions, services required by Party A).

10. Reviewed and Approved for content, charges and expenses.
PARTY A

Name:
Date:

11. OUR AGREEMENT:

This Statement of Work and our existing Agreement, form the basis for our agreement. Please sign your acceptance by signing below.

AGREED AND ACCEPTED FOR AND ON BEHALF:

Ministry of Presidential Affairs PARTY A		**FINN Partners PARTY B**
By:		By:
Printed Name: Ahmed Mohamed Al Hamiri		Printed Name: Martin Entwistle
Title: Secretary General		Title: CFO
Date: 28.11.2021		Date: 11/10/2021

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Master Professional Services Agreement

This master professional services agreement ("Agreement") is between **Ministry of Presidential Affairs (MOPA)**; UAE Government Body, with its principal place of business located at Abu Dhabi, United Arab Emirates, known as "**PARTY A**" or "Client" and **FINN Partners**, a public relations consulting company, with its principal place of business at 1129 20th Street, NW #200, Washington D.C., USA , known as "Party B". **PARTY A** desires to retain **PARTY B** to provide professional services based upon the following terms and conditions:

1. **Definitions**. Unless otherwise defined, capitalized terms have the meaning set forth below.

1.1 "Acceptance Criteria" means the acceptance criteria set forth in the applicable statement of work ("SOW").

1.2 "Affiliate" of a Party hereto means any entity that controls, is controlled by, or is under common control with such Party. For purposes of this definition, a Party shall be deemed to control another entity if it owns or controls, directly or indirectly, more than fifty percent (50%) of the voting equity of the other entity (or other comparable ownership interest for an entity other than a corporation).

1.3 "Confidential Information" means any and all information provided to **PARTY B** by **PARTY A** (including its parent and Affiliate(s)) or which it otherwise gains access during the course of its performance under this Agreement, regardless of whether such information is labeled or otherwise identified as being confidential. Without limiting the generality of the foregoing, Confidential Information shall include **PARTY A** (including its parent and Affiliate(s))'s product plans, designs, schematics, development know-how, trade secrets, techniques, processes, procedures, algorithms, formulae, costs, prices, finances, marketing plans, business opportunities, research, contracts, consumer personal information and customer information. Confidential Information shall not include data or information which (i) was in the public domain at the time it was disclosed or falls within the public domain, except through the fault of **PARTY B**; (ii) was known to **PARTY B** at the time of disclosure without an obligation of confidentiality, as evidenced by **PARTY B**'s written records; (iii) was disclosed after written approval of **PARTY A**; or (iv) becomes known to **PARTY B** from a source other than **PARTY A** without an obligation of confidentiality.

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1.4 "Deliverables" means the activities, design, development, testing, research, data, integration, implementation, including, but not limited to, providing any services, related results or product of the work, as agreed upon by the parties and set forth in the SOW.

1.5 "Effective Date" means the date of this agreement, **27th of August, 2021**

1.6 "Intellectual Property Rights" means any and all Patents, trademarks, copyrights, trade secrets, Know-How, moral rights and any other intellectual property rights arising by operation of law, contract, license or otherwise.

1.7 "Know-How" means any proprietary technology, information, methods of use, processes, techniques, ideas or innovations other than patents.

1.8 "Milestones" means the dates that **PARTY B** expects to complete certain Deliverables as set forth in the applicable SOW.

1.9 "Patents" means issued patents, patent applications, continuations, continuation-in-parts, divisions, reexaminations, reissues, and any foreign counterparts thereof.

1.10 "Specifications" means the functional and technical requirements of the Deliverables mutually agreed upon by the parties and set forth in the SOW.

1.11 "Deliverable" refer to all tangible or intangible objects produced as a result of the project that is intended to be delivered. Including but not limited to a report, a document, a server upgrade or any other building block of the project.

1.12 "Invoice" refers to the request for payment after a service has been delivered to the Client.

1.13 "Receipt" refers to the confirmation received from Party B that they have fully received the amount specified in the document.

2. **Consulting Services**. **PARTY A** is entering into this Agreement in consideration of and in reliance upon the talent, skill, expertise and experience of **PARTY B** in performing the professional services required by each project undertaken hereunder. **PARTY B**'s performance shall include, without limitation, the deliverables set forth in each SOW executed by the parties, a sample of which is attached hereto as Exhibit A. Each SOW shall set forth: (i) scope of the project, including a detailed explanation of the deliverables to be provided; (ii) list of applicable documents which are incorporated into the SOW; (iii) performance requirements; (iv) **PARTY B**'s and **PARTY A** responsibilities; (v) a schedule

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for the project including milestones; (vi) Acceptance criteria; (vii) location of services; (viii) **PARTY A** and **PARTY B**'s project contacts; (ix) price and payment schedule; (x) change management; (xi) Duration and (xii) a reference to this Agreement. In each instance **PARTY B** shall provide the deliverables hereunder only upon **PARTY A** request and only after the scope of such deliverables have been approved by **PARTY A** in writing in the form of a fully executed SOW. In the event the terms of any SOW are inconsistent with or are in conflict with the terms of this Agreement, the terms of the SOW shall control.

3. **Contacts**. **PARTY B**'s contact during the term of the Agreement will be **Mr. Barry Reicherter, Managing Partner, Global Intelligence**. In addition, as set forth in Section 2 above, each party shall designate a project contact in each SOW.

4. **Compensation**.

4.1 In consideration for **PARTY B**'s deliverables hereunder, **PARTY A** shall pay **PARTY B** in accordance with the fees set forth in the applicable SOW. In no event shall the fees for a particular SOW exceed the amount set forth in that SOW, unless agreed to in writing by the parties. Each SOW shall specify whether the deliverables are to be provided on a fixed-price or a time-and-material basis and which expenses, if any, are to be reimbursed by **PARTY A**.

4.2 Payments shall be made directly to the legal entity of **PARTY B** within 45 (forty-five) days of **PARTY A** receipt of a documented, correct and undisputed invoice detailing **PARTY B**'s deliverables. In the event the deliverables under any SOW are provided on a time-and-material basis, a copy of **PARTY B** personnel's time slip setting forth the date(s) and time(s) for work, shall attach **PARTY B** each invoice submitted.

4.3 **PARTY B** shall maintain, at no additional charge to **PARTY A**, in accordance with generally accepted accounting principles, complete and accurate records related to: i) amounts billed to and payments made by **PARTY A** hereunder and ii) expenses incurred on behalf of and reimbursed by **PARTY A** hereunder. **PARTY B** shall provide **PARTY A** supporting documentation concerning any disputed invoice or payment within thirty (30) days after **PARTY A** advises **PARTY B** of a dispute. Payments made under this Agreement shall be subject to final adjustment as determined by such review. **PARTY B** shall retain such records for a period of three (3) years from the expiration of this Agreement or the length of time as may be required by any federal, state or local law, ordinance or regulation, whichever is longer.

4.4 In the event of premature termination of the Agreement, **PARTY A** shall pay **PARTY B** for Deliverables performed, on a prorated basis, in accordance with

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the SOW through the effective date of termination. In no event shall such amount exceed the amount that would have been payable to **PARTY B**, had the SOW not been terminated. Notwithstanding the foregoing, in the event such termination is due to a breach by **PARTY B**, **PARTY A** shall only pay for Deliverables received and accepted by **PARTY A** through the effective date of termination.

5. **Review and Delivery of Reports**. During the term of this Agreement, **PARTY B** shall be available for telephone and/or in-person consultation to **PARTY A** as is reasonable and necessary to keep **PARTY A** advised of the progress of the work for each SOW.

6. **Term and Termination**.

6.1 The term of this Agreement shall commence on the Effective Date and terminate on the **26th of August, 2022** thereafter, unless terminated sooner by either party pursuant to Section 6. The parties may extend this Agreement by mutual written agreement.

6.2 **PARTY A** may suspend all or any portion of the Deliverables associated with an SOW without cause, upon five business days prior written notice to **PARTY B**. **PARTY B** will resume the suspended work within three (3) days of receipt of written notice that the suspension has been lifted by **PARTY A**.

6.3 **PARTY A** may terminate this Agreement or a particular SOW without cause upon giving thirty (30) days prior written notice to **PARTY B**.

6.4 Either party may terminate this Agreement or any SOW or any part thereof as follows:

6.4.1 upon written notice to the defaulting party, if the defaulting party fails to perform any material term of this Agreement and does not cure such failure within thirty (30) days after the non defaulting party provides notice reasonably detailing such failure;

6.4.2 upon written notice if the other party becomes the subject of a voluntary petition in bankruptcy or any similar proceeding relating to insolvency or reputation damage.

6.5 Termination or expiration of this Agreement shall not affect any rights or obligations, which have accrued prior thereto in connection herewith.

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6.6 If the term of any SOW extends beyond the termination or expiration date of this Agreement, the applicable terms and conditions of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration date.

7. **Acceptance Procedures**. **PARTY A** will have a period of ten (10) business days ("Acceptance Period") beginning on the date **PARTY A** receives the Deliverable to examine the Deliverable and to determine whether it is in accordance with the applicable requirements, Specifications and Acceptance Criteria specified in the applicable SOW. During the Acceptance Period, **PARTY A** shall either: (a) notify **PARTY B** of its acceptance of the Deliverable ("Notice of Acceptance"); or (b) provide **PARTY B** with notice of any defects that cause the Deliverable not to be in accordance with the requirements, performance specifications and Acceptance Criteria. **PARTY B** shall use its best efforts to cure any defects described in such notification within ten (10) business days of receipt of **PARTY A**'s notice. Upon receipt of the corrected Deliverable, **PARTY A** shall have a new Acceptance Period to retest the Deliverable to determine whether **PARTY B** has cured the defects listed in **PARTY A**'s notice. In the event the Deliverable is not cured within this time period, **PARTY A**, at its sole discretion, shall either extend the cure period for such defective Deliverable or terminate the SOW. A Deliverable shall be deemed to have been accepted if **PARTY A** has not provided notice of defects to **PARTY B** within the Acceptance Period. The date of acceptance shall be the date that **PARTY A** provides a Notice of Acceptance to **PARTY B** or, in the case of deemed acceptance, on the date that the applicable Acceptance Period expires.

8. **Scheduling**. A SOW will indicate deadlines for achieving specified Milestones. If **PARTY B** fails (or appears likely to fail) to meet a deadline for any reason not attributable to **PARTY A**, **PARTY B** shall immediately notify **PARTY A** and shall provide additional persons or other resources, as requested by **PARTY A** and at no additional charge to **PARTY A**, to complete the task(s) involved in as timely a manner as possible.

9. **Warranties**.

9.1 **PARTY B** warrants and represents that it shall perform all Deliverables in a good and workmanlike manner using reasonable skill and care. **PARTY B** warrants and represents that on the date of **PARTY A**'s acceptance of the Deliverables provided under this Agreement, such Deliverables will materially conform to the requirements set forth in the project specific SOW.

9.2 **PARTY B** warrants and represents that as of the Effective Date it is not a party to any contract with any third party, which prohibits **PARTY B** from performing its obligations under this Agreement and/or limits **PARTY B**'s ability to fulfill the terms of this Agreement.

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9.3 **PARTY B** warrants and represents that the Deliverables provided hereunder shall not violate or infringe upon any patent, copyright, trademark, trade secret, or other intellectual property right of any third party.

9.4 **PARTY B** warrants and represents that at time of delivery to **PARTY A**, no Deliverables will contain any computer virus or other similar harmful, malicious or hidden program, code or data.

9.5 **PARTY B** warrants and represents that the Deliverables shall be delivered free from any security interest or other lien or encumbrance.

9.6 **PARTY B** will ensure that it adopts appropriate technical and organizational measures to protect consumer personal information against accidental or unlawful destruction or accidental loss or damage, alteration, unauthorized disclosure or access and against all other unauthorized or unlawful forms of use as required by any applicable privacy law.

9.7 **PARTY B** warrants and represents that all personnel providing Deliverables under this Agreement shall be treated as confidential.

9.8 **Government Officials**.

(a) Without limiting the generality of Section 9.5, **PARTY B** warrants and undertakes that it has not given and shall not give or offer to give, directly or indirectly, money or anything else of value to a Government Official for purposes of influencing any act or decision of such Government Official in his or her official capacity to secure an improper advantage, obtain or retain business or direct business to any person or away from any person. For the purposes of this Section, a "**Government Official**" shall include any officer or employee of a government or of any department, agency or instrumentality thereof or of a government-controlled or owned entity, including a government-controlled or owned institution, or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or official of that party, or candidate for political office.

(b) Save as permitted by applicable laws, regulations and industry codes of practice, in performing **PARTY B**'s obligations, **PARTY B** or any person acting on its behalf shall not seek, accept, offer, promise or give any payments, fees, loans, services or gifts from or to any person or firm or otherwise give anything of value in exchange for, as a condition or result of

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doing business with **PARTY B** or **PARTY A**, or to secure any improper advantage.

(c) **PARTY B** warrants and undertakes that neither **PARTY B** nor any owner, partner, officer, director or employee of **PARTY B** or of any of **PARTY B**'s affiliate companies is or shall become a Government Official (as defined in Section 9.10(a) above) during the term of this Agreement, without the prior written consent of **PARTY A**. If at any time during the term of this Agreement, it is anticipated that **PARTY B** or any owner, partner, officer, director or employee of **PARTY B** or of any of **PARTY B**'s affiliate companies shall become a Government Official, **PARTY B** must immediately inform **PARTY A**, providing details of the relationship and the precautions **PARTY B** shall put in place to ensure no improper advantage shall arise or be implied from that relationship.

10. Confidential Information.

10.1 **PARTY A** retains all right, title and interest in its Confidential Information. During the term of this Agreement and for a period of seven (7) years thereafter, **PARTY B** shall not (i) disclose to any third party any Confidential Information or (ii) use the Confidential Information for any purpose not specified in this Agreement. **PARTY B** agrees to notify **PARTY A** promptly of any unauthorized disclosure of the Confidential Information and to assist **PARTY A** in remedying any such unauthorized disclosure. **PARTY B** agrees that all persons having access to the Confidential Information under this Agreement will abide by the confidentiality obligations.

10.2 **PARTY B** shall not (i) disclose to **PARTY A** any information which is confidential and/or proprietary to a third party without first obtaining the written consent of both such third party **a**nd **PARTY A** or (ii) use Confidential Information for any purpose other than that indicated in this Agreement without **PARTY A**'s prior written approval.

10.3 Upon completion of **PARTY B**'s Deliverables under this Agreement, or the termination or expiration of this Agreement, **PARTY B** shall ensure the return to **PARTY A** of all Confidential Information, data and materials including but not limited to computer hardware and software, marketing and sales data, customer lists, consumer information, points of contact, financial data, project lists, training materials, detail bags, reports, memoranda, notes, plans, and all other data owned by **PARTY A**, regardless of the method of storage or retrieval, which were provided to **PARTY B** by **PARTY A**, or developed by **PARTY B** as a result of **PARTY B**'s Deliverables hereunder.

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11. Ownership.

11.1 **PARTY A**. Upon full payment of all sums due Party B under this Agreement or any SOW, title to and ownership of any and all Deliverables (whether copyrightable or not), inventions, discoveries and innovations, documents, materials, software (as may be agreed upon by the parties in the SOW), and information, directly and/or proximately conceived or developed by **PARTY B** in connection with its Deliverables hereunder and any improved, updated, upgraded, modified, customized or additional parts thereof, and all Intellectual Property Rights embodied therein, shall at all times remain the property of **PARTY A**.

11.2 **PARTY B**. Title to and ownership of materials previously developed or copyrighted by **PARTY B** and not originated or developed under this Agreement ("Pre-Existing Materials") shall at all times remain the property of **PARTY B** and/or its licensors.

12. Debarment and Exclusion.

PARTY B warrants and represents that **PARTY B** has never been, is not currently, and, during the term of this Agreement, will not become, a Debarred Entity. **PARTY B** further warrants and represents that no Debarred Individual or Debarred Entity has performed or rendered, or will perform or render, any services or assistance on its behalf relating to activities taken pursuant to this Agreement.

13. Dispute Resolution.

The parties agree that any dispute relating to either party's rights or obligations under this Agreement which cannot be settled by the good faith efforts of both parties shall be referred to the jurisdiction of the UAE courts.

14. Right to Audit.

14.1 **PARTY B** shall, at its own cost, maintain adequate and accurate books and records that in reasonable detail accurately and fairly reflect transactions and asset disposals with respect to **PARTY B**'s performance of its obligations under this Agreement, including without limitation records of payments made by or to, and expenses incurred by, **PARTY B** as a result of this Agreement, and shall retain these records until the later of: (i) three (3) years after expiry or termination of this Agreement; or (ii) as required by applicable law

14.2 During the term of this Agreement and for a period of three (3) years thereafter, **PARTY A** and its representatives shall have the right, at any time upon fifteen (15)

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days notice, to audit and inspect the relevant records and property of **PARTY B** to verify the accuracy of records, materials, and billing related to this Agreement and **PARTY B**'s compliance with this Agreement. **PARTY B** shall cooperate with respect to any such inspection. If any such inspection reveals matters that **PARTY A** determines should be corrected by **PARTY B**, **PARTY A** shall provide a list of such matters and may propose corrective action to be taken by **PARTY B**. **PARTY B** shall respond within fifteen (15) days of receipt of such notification indicating the corrective action to be taken and an estimated completion date.

14.3 **PARTY A** will bear its own costs of conducting any such audit, inspection or test, should no corrective measures be required as the result of such audit.

15. Insurance.

15.1 **PARTY B** shall, at its own cost and expense, obtain and thereafter maintain in full force and affect proper insurance for their employees and assets.

15.2 **PARTY B** shall, at its own cost and expense, obtain and thereafter maintain in full force and affect proper insurance for assets that belong to Party A and remain under the custody of Party B during the project. In the event of asset damage, should the insurance policy not cover 100% of the current replacement value (as determined by an independent party), Party B shall compensate Party A the remaining balance up to but not exceeding 100% of the current replacement value of such asset..

16. Indemnification.

16.1 Each party shall indemnify and hold harmless the other party and its corporate affiliates and their officers, directors, employees, subcontractors and agents from and against all obligations of any nature whatsoever, including all reasonable attorney's fees, resulting from a party's willful misconduct or negligent act or omission or failure to perform in accordance with any of the terms or conditions of this Agreement; provided, however, that the party to be indemnified hereunder notifies the other party promptly of any well founded claim and such claim is not attributed to any negligent act or omission by the indemnified party, its corporate affiliates or any of their officers, directors, employees or agents. This indemnification shall survive the termination of this agreement.

16.2 In no event shall either party be liable for special, indirect, incidental, consequential, punitive or exemplary damages including, without limitation, lost profits or business or loss of data, even if such party has been advised of

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the possibility of such loss or damages. Party A's total aggregate liability for any claim of any kind arising as a result of or related to this Agreement, whether based in contract, warranty, or any other legal or equitable grounds, shall be limited to the amounts received from Party A for the particular project(s) which form(s) the basis of such claim.

17. Miscellaneous.

17.1 **Presentations and Publications**. **PARTY B** shall not present or publish, nor submit for publication, any work resulting from **PARTY B**'s services without **PARTY A** prior written approval.

17.2 **Modification; Waiver**. This Agreement and any related SOWs may not be modified or amended except by a written instrument signed by both parties. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the **PARTY A** against whom the waiver is asserted. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited in this Agreement.

17.3 **Notices**. All notices required or permitted under this Agreement will be in writing and shall be considered as having been given if emailed (read receipt requested) to the formal communication email (Amsalqemzi@mopa.ae) defined according to the official corporate business cards and confirmed by an email response from the recipient. For any notice Party A sends to Party B, a copy of such notice shall be sent to: martin.ettlemeyer@finnaprtners.com.

17.4 **No Third Party Beneficiaries**. This Agreement has been entered into for the sole benefit of **PARTY B** and **PARTY A** and in no event will any third party benefits or obligations be created thereby.

17.5 **Counterparts**. This Agreement and any SOW hereunder may be executed in two or more counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.

17.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the Federal Laws of the United Arab Emirates as applicable therein. The Client has the right to practice any legal dispute against the provider in international courts as seen appropriate by the Client.

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17.7 **Independent Contractor - Consultant Relationship**. PARTY B's status under this Agreement is that of an independent contractor; the PARTY B employees and Workers shall not be considered employees of PARTY A at any stage. Neither PARTY B nor any PARTY B Personnel shall have any authority to bind or act on behalf of PARTY A.

17.8 **Assignment**. **PARTY B** may not assign this Agreement or any interest herein, or delegate any of its duties hereunder, to any third party without **PARTY A** prior written consent. Any attempted assignment or delegation without such consent shall be null and void.

17.9 **Force Majeure**. Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform. If a force majeure event occurs, the party delayed or unable to perform shall give immediate notice to the other party, and the other party may terminate the affected SOW if a force majeure event remains in effect more than thirty (30) days.

17.10 **Subcontracting**. **PARTY B**, upon receiving **PARTY A** written consent, may enter into subcontracts to provide a portion of the Deliverables under this Agreement provided that **PARTY B** shall remain responsible for the acts or omissions of such subcontractors as if such subcontracted activities had been performed by **PARTY B**. In addition, Party B will endeavor to the best of its ability to guard against any loss to Party A should Party A's suppliers fail to properly execute their commitments, but Party B shall not be held responsible for any failure on their part.

17.11 **Severability**. If any of the provisions of this Agreement is or becomes illegal, unenforceable, or invalid (in whole or in part for any reason), the remainder of this Agreement shall remain in full force and effect without being impaired or invalidated in any way.

17.12 **Competitive Intelligence**. To the extent that **PARTY B** is conducting market intelligence research on behalf of **PARTY A**, **PARTY B** will not mention **PARTY A** as the sponsor of such project, shall conduct the research anonymously, and shall keep the nature of the project and projected results confidential to and in favor of **PARTY A**. **PARTY B** agrees to follow industry-standard ethical practices in obtaining market intelligence. In fulfilling the stated objectives of the market intelligence project under the related SOW, **PARTY B** shall abide by all applicable laws, whether domestic or international. In addition, **PARTY B** shall not knowingly violate the terms of a competitor's

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or contact's confidentiality provision or confidentiality agreement in fulfilling the stated objectives of the market intelligence project.

17.13 **Records Retention**. If, in any Statement of Work under this Agreement, **PARTY B** is responsible for creating and maintaining or is responsible for accepting and retaining, from **PARTY A** or its third party suppliers confidential data ("Data") in order to provide Deliverables to **PARTY A**, upon **PARTY A** request, **PARTY B** shall provide **PARTY A** with copies of any such Data that **PARTY A** needs to maintain its regular course of business as long as **PARTY B** has Data in its custody or control. **PARTY B** agrees that this Data will be retained for a retention time period as specified in the applicable SOW ("Retention Period"). At the end of the Retention Period, and with written notice to **PARTY A**, the **PARTY B** shall either return or destroy the Data, unless otherwise required by law or agreed upon by the parties.

17.14 **Entire Agreement**. This Agreement includes all attached exhibits, all of which are herein incorporated by reference. This Agreement contains the entire understanding of the parties with respect to the matters herein contained and supersedes all previous agreements and undertakings with respect thereto.

This Agreement may be modified only by written agreement signed by the parties.

AGREED AND ACCEPTED FOR AND ON BEHALF:

Ministry of Presidential Affairs **PARTY A**		**FINN Partners** **PARTY B**
By:		By:
Printed Name: Ahmed Mohamed Alttemiri		Printed Name: Martin Ettlemyer
Title: Secretary General		Title: CFO
Date: 28.11.2021		Date: 11/10/2021

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