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OMB No. 1124-0004; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

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

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

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

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

1. Name of Registrant	2. Registration Number
Finn Partners, Inc.	6212

3. Name of Foreign Principal
Qatar Museums

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? 01/01/2022

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

Media relations for Qatar Museums.

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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.

Public relations consultation on cultural projects for Qatar Museums.

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

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

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

Date	Contact	Method	Purpose

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

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

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

Date Received	From Whom	Purpose	Amount/Thing of Value

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

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

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

Date	Recipient	Purpose	Amount/Thing of Value

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

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

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EXECUTION

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

Date	Printed Name	Signature
06/26/2023	Martin Ettlemyer	/s/Martin Ettlemyer

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EXECUTION

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

Date	Printed Name	Signature
June 26, 2023	Martin Ettlemyer	

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Variation Order

Variation Order Number:

Date: 12 January 2023

This Variation Order relates to the Service Contract between Qatar Museums and Polskin Arts, a division of Finn Partners. All terms set out in the Contract shall apply to this Variation Order.

Background:
The terms of the contract have been extended for six months, January through June 2023 to accommodate additional initaitives and VIP services.

Changes agreed

By signing this Variation Order, the Parties have agreed the following variations to the Contract:

Variation to	Description of variation agreed
Services	Services to include communications counsel for: - Qatar Creates March 2023 and planning for Qatar Creates October 2023 - *Power of Culture* book and podcast - Venice Biennale exhibition sponsorship and events - Consultation on Qatar Fashion United - Initiatives with museums in New York and Los Angeles - Advance planning for special traveling exhibitions - Assistance on planning of dinners and events
Contract Price	**Total to be billed: $555,789 USD Gross for six-month period** Net Fee Breakdown $75,000 USD per month fee (net) $3,000 USD per month out of pocket (net) $60,000 USD one-time fee in January (net) Supplemental Staffing for Onsite VIP and Hospitality Management Gross Fee Breakdown $145,263 USD Gross January 2023 $82,105 USD Gross per month February – June 2023
Time schedules	January, February, March, April, May and June 2023

Signed by

Signature: _____

Name: Fahad Al Thani

Title: Director of Chairperson's office

Date: 24 May 2023

Signed on behalf of the **CONTRACTOR**

Signature: Philippa Polskin

Name: Philippa Polskin

Title: President, Polskin Arts

Date: May 24, 2023

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SERVICE CONTRACT

Between

Qatar Museums

And

Polskin Arts

Contract No: [●]

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SERVICE CONTRACT

This Service Contract (hereinafter the "**Contract**") is made as at the date of the last signature below (the "**Effective Date**")

BY AND BETWEEN:

(1) **QATAR MUSEUMS**, a governmental authority organized and existing under the Laws of the State of Qatar and having its registered office at P.O. Box 2777, Doha, State of Qatar, represented by **Mr. Ahmad Al Namla**, in his capacity as CEO, (hereinafter referred to as "**QM**"); and

(2) **POLSKIN ARTS**, a division of Finn Partners, a company established, organized and existing under the laws of New York, registered office at 1675 Broadway, New York, NY 10019, Tel: +12125936400, represented herein by Philippa Polskin in her capacity as President (hereinafter referred to as the "**Contractor**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its directors, employees, personnel, assignees, successors, sub-contractors and/or agents,

(hereinafter each referred to individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS:

(A) QM is a well-known cultural entity which has the institutional aim of promoting the arts, architecture, archaeological and heritage sites sector and is engaged in the organisation of important cultural projects and art exhibitions and of enterprises connected to the art world; and

(B) QM desires to receive the Services (as defined below); and

(C) QM, relying on the experience and expertise of the Contractor, has requested the Contractor to provide it with the Services; and

(D) The Contractor has agreed to provide QM with the Services and the Parties have decided to enter into this Contract in accordance with its terms.

NOW THEREFORE, based on the mutual promises and valuable consideration set forth herein, the Parties agree as follows:

1. DEFINITIONS

In this contract, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

"Acceptance Certificate"	means the certificate to be issued by QM to the Contractor in accordance with Article (14);

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"Approval"	means prior written consent from QM (and "Approved" is to be construed accordingly);
"Completion"	means completion of all the Services or work set out in the Contract in accordance with all its requirements and to QM's satisfaction (at QM's sole discretion);
"Completion Date"	Means the latest date on which Completion of the Contract must be achieved, namely 31 December 2022;
"Conditions of Contract"	means Article (1) through Article (27) inclusive;
"Confidential Information"	means all documentation, knowledge, information and material, in any form, oral and writing, and on any media, including notes and reports incorporating such information, whether of a technical, commercial, operational or financial nature or otherwise relating in any manner to the business affairs of QM (in whatever form and including, without limitation, business plans, research and development material, marketing strategies, specifications, processes, designs, drawings, initiatives and inventions) disclosed directly or indirectly by QM to the Contractor or available or apparent to the Contractor in the course of the Contract;
"Contract"	means this Contract including the schedules attached to this Contract, the Conditions Of Contract, as originally executed, as the s ame may from time to time be amended, supplemented or revised in accordance with the applicable

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	provisions hereof, through mutual discussion;
"Contract Price"	means the total compensation to be paid by QM to Contractor as consideration for the performance of the Services under the Contract in accordance with Article (8) hereto;
"Effective Date"	means the date of this Contract, as set out above;
"Force Majeure"	means the effective occurrence of any act or event that is unforeseeable, insurmountable and outside the control of the Party that invokes it (all such criteria being met simultaneously), and which renders said Party unable to comply totally or partially with its obligations under the Contract. Force Majeure shall include Acts of God (such as epidemic, tidal wave, lightning, earthquake, or hurricane), hostilities or acts of war (whether declared or not), riots, civil or military disturbances, national, regional or professional strikes, and acts of any government or public authority or any representative thereof, whether or not legally valid. Force Majeure does not include events such as the insolvency of any Party;
"Intellectual Property"	means any patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether

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	registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world;
"Key Personnel"	means those senior personnel assigned by the Contractor and Approved by QM, having direct responsibility for the technical output, and/or project management function in relation to the Services;
"Losses"	means any direct, indirect or consequential losses and/or liabilities (all of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), damages, injury, claims, charges, demands, actions, costs and expenses (including legal and other professional fees and expenses);
"Materials"	means the materials, items, products etc. specifically and fully described as being provided and installed as part of the Services, as detailed in Schedule (1), including but not limited to the Pocket Guide;
"Party"	means QM or the Contractor or both if in plural;
"Pre-existing IP"	means any Intellectual Property used in the provision of the Services that (i) existed prior to the date of this Contract or (ii) was not created wholly or partly in the provision of the Services;
"Services"	means the services set out in Schedule (1) (and which may be amended by the Parties from time to

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	time in accordance with the requirements of the Contract);
"Services IP"	means any Intellectual Property which is created wholly or partially in the provision of the Services;
"Term"	has the meaning set out in Article (22.1); and
"Variation Order"	means any change or modification to any of the Services or related document, as agreed by the Parties in writing in the form set out in Schedule (3).

2. INTERPRETATIONS AND GENERAL

2.1 Words importing the singular only also include the plural where the context so requires, and vice versa.

2.2 Words importing gender include each gender.

2.3 Headings are inserted solely for convenience and shall not be taken into consideration in the interpretation of this Contract.

2.4 References to Articles and Schedules are to Articles and Schedules of this Contract, unless the context otherwise requires. The Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract. In the event of any conflict or inconsistency between the Conditions of Contract, the Schedules shall prevail and take priority over the Conditions of Contract.

2.5 All dates and times referred to in the Contract relate to the date and time in Qatar, according to the Gregorian calendar. Unless otherwise stated, days shall mean consecutive calendar days.

2.6 All documents and all communications in connection with the Contract shall be prepared and/or conducted in the English language, unless otherwise advised by QM.

2.7 The misplacement, addition or omission of a word or character shall not change the intent of any part of the Contract from that set forth by the Parties as a whole. The Contractor shall be solely responsible for requesting any interpretation or clarification of the Contract from QM.

2.8 The invalidity or unenforceability of any portion or provision of this Contract shall in no manner affect the validity or enforceability of any other portion or provisions hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this

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Contract and the balance of this Contract shall be construed and enforced as if this Contract did not contain such invalid or unenforceable portion or provision.

2.9 Any words following the terms including, include, in particular, for example, such as, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.10 A reference to "writing" or "written" includes email.

2.11 This Contract may be signed by the Parties in counterparts provided that scanned copies of the entire Contract are exchanged to evidence signature.

3. OBJECTIVE AND SERVICES

3.1 The Contractor hereby undertakes to perform in full and render to QM each of the Services in accordance with the requirements set out in Schedule (1) and the rest of this Contract, as may be amended from time to time in accordance with the terms of this Contract.

3.2 The Conditions of Contract shall apply to all Services unless they are expressly varied pursuant to Article (13).

3.3 No terms or conditions endorsed upon, delivered with or contained in communications from or on behalf of the Contractor shall form part of the Contract unless expressly agreed by QM and incorporated by QM into the Contract and the Contractor waives any right which it otherwise might have to rely on such terms and conditions.

3.4 Time shall be of the essence of the Contract unless specifically agreed otherwise

3.5 The Services shall be performed at the place and time(s) specified in Schedule (1) or such other place and time(s) as is agreed by QM in writing prior to performance.

3.6 Where QM agrees in writing to accept delivery of Services (including the Materials) by instalments the Contract shall be construed as a single contract in respect of each and all instalments; however, failure by the Contractor to deliver any one instalment shall entitle QM at its option to treat the whole Contract as repudiated.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS OF THE CONTRACTOR

4.1 The Contractor warrants, represents and undertakes to QM that:

(a) It shall perform the Services in a highly efficient manner, in accordance with generally recognized commercial practices and standards for similar services and any agreed service levels and to the satisfaction of QM;

(b) The Services shall conform to the standards indicated in this Contract and all in related documents, including by meeting the Completion Date;

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(c) It is fully aware of all legal requirements and business practices that must be followed in order lawfully to provide the Services (including in relation to health, safety and environmental standards) and that the Services and its behavior shall at all times be in full compliance with such laws, requirements and practices;

(d) It has obtained at its own expense all licenses, permits and authorizations in any applicable territory, including its country of origin, that are or that may be required in order to perform its obligations under this Contract and that it shall at all times during the Term at its own expense maintain all such licenses, permits and authorizations;

(e) It shall strictly adhere to and observe all of QM's conditions in relation to its premises and property (including but not limited to health and safety conditions, safety management systems, hygiene policies and security policies) and any codes of conduct or ethics made available to the Contractor from time to time;

(f) It shall adopt safe working practices and at the proper time supply and install within the original Contract Price such guards and safety devices as may be necessary to comply with the provisions of all applicable health and safety laws and shall not in the performance of the Contract in any manner endanger the safety of or unlawfully or unreasonably interfere with the convenience of any other person, including employees and/or contractors of QM;

(g) It shall ensure that, in performing its obligations under the Contract, it does not cause any disturbance or damage to QM's operations and property;

(h) It shall notify QM as soon as it becomes aware of any breach of laws or any health and safety hazard or issue which arises in relation to the Contract (which notification shall not release the Contractor from any liability and/or obligations in respect of such breach, hazard or issue);

(i) It shall be responsible for any mishandling, loss or damage caused to QM's property or equipment that is attributable to the act, omission, negligence, misconduct and/or improper use by the Contractor, its personnel, agents and/or sub-contractors (if any); and

(j) It shall co-operate with QM in all matters relating to the Services.

5. QM REPRESENTATIVE

5.1 QM shall appoint a representative, hereinafter referred to as the "**QM Representative**", who shall be QM's authorized delegate with respect to the Contract and shall act on behalf of QM.

5.2 The Contractor shall not accept an instruction in relation to the Services from QM unless such instruction is made in writing by or on behalf of the QM Representative. If

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the Contractor receives an instruction in relation to the Services other than from or on behalf of the QM Representative, the Contractor shall contact the QM Representative and shall request that he or she confirms in writing the instruction in relation to the Services, or that someone does so on his or her behalf.

6. CONTRACTOR REPRESENTATIVE

6.1 The Contractor shall at all times ensure that the Services are carried out in a professional manner and under the supervision of a fully qualified representative appointed by Contractor, hereinafter referred to as the "**Contractor Representative**", and who shall be duly authorized to receive and carry out on behalf of Contractor instructions received from QM or the QM Representative.

6.2 The Contractor agrees to inform QM in writing immediately upon execution of the Contract of the name of its Representative. The appointment of the Contractor Representative and any subsequent changes shall be subject to Approval, which shall not be unreasonably withheld.

7. CONTRACTOR PERSONNEL

7.1 In the performance of its obligations under the Contract, the Contractor shall provide and employ personnel who are sufficiently experienced and qualified, as is necessary for the proper and timely execution of the Services.

7.2 The Contractor shall not change its Key Personnel for its convenience without Approval, which shall not be unreasonably withheld.

7.3 The Contractor shall at all times during the performance of the Contract conform in all respects with and carry out all obligations imposed on it by the provisions and requirements of any applicable law in Qatar.

7.4 QM shall be at liberty to object to and require the Contractor to remove forthwith from the provision of the Services any person directly or indirectly employed by the Contractor for the execution of the Services, who in the opinion of QM is guilty of misconduct or is lacking competence or whose continued participation in the Services is considered to be undesirable. Such person shall not again be employed or engaged for the Services without Approval. The Contractor shall use its best endeavors to replace such person as early as possible by a competent substitute, at no extra cost to QM.

8. CONTRACT PRICE

8.1 As full compensation for the Services and all related works to be performed by the Contractor under this Contract, QM shall pay to the Contractor the Contract Price, which shall be an amount of up to **USD $1,323,044 (US Dollars [●] Only)** (which shall be payable in accordance with Article (9)).

8.2 The Contract Price may be amended in accordance with the terms of the Contract.

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9. METHOD OF PAYMENT

9.1 The Contract Price shall be paid to the Contractor in accordance with this Article (9) and with Schedule (2).

9.2 QM shall effect payment of undisputed amounts to the Contractor:

(a) by means of telegraphic transfer remittance to the bank account notified to QM by the Contractor; and

(b) within forty-five (45) days of (the later of) the submission of an original invoice from the Contractor to QM and the issuance of an Acceptance Certificate in accordance with Article (14).

9.3 The Contractor shall address each of its invoices to QM's Department of Finance and shall send those invoices to QM using one of the methods set out in Article (23) below.

10. INTELLECTUAL PROPERTY

10.1 The Contractor agrees to promptly disclose to QM in writing any Services IP. Further, the Contractor shall maintain adequate records of all Services IP. Such records shall be the property of and available to QM at all times.

10.2 The Contractor agrees that all Services IP and all materials embodying them are the sole and exclusive property of QM to the fullest extent permitted by law. To the extent that any Services IP does not vest automatically with QM the Contractor hereby assigns it to QM (including in so far as is possible by way of present assignment of future rights) with full title guarantee all its right, title and interest in and to the Services IP.

10.3 Insofar as it is not permissible by law for the Services IP to vest with QM, the Contractor shall hold the same on trust for QM and hereby grants QM an exclusive, worldwide, assignable, sub-licensable, royalty-free license to use such any Services IP in any manner it so chooses.

10.4 The Contractor hereby confirms that to the extent that it has used any Pre-existing IP it has obtained all necessary consents and permissions so that QM can enjoy the full benefit of the Services. The Contractor hereby grants to QM a non-exclusive, royalty-free licence to use any Pre-existing IP insofar as is reasonably necessary for QM to enjoy the benefit of the Services.

10.5 QM hereby grants to the Contractor for the term of this Contract a non-exclusive, non-assignable, non-sub-licensable, royalty-free license to use any Intellectual Property owned by QM (including for the avoidance of doubt the Services IP) insofar as is reasonably necessary for the provision of the Services.

10.6 Nothing in this Contract shall transfer any Pre-existing IP or rights in the same owned by either party.

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10.7 To the extent permissible by law the Contractor hereby irrevocably and unconditionally waives in favour of QM all present and future moral rights and all similar rights conferred on the Contractor under any applicable law in any jurisdiction relating to any copyright which forms part of the Services IP and shall secure equivalent waivers for any employees or third parties it instructs as the case may be.

10.8 The Contractor agrees and undertakes that it shall execute such deeds or documents and do all such acts and things as may be necessary or desirable to substantiate the rights of QM in respect of the matters referred to in this Article (10) and otherwise protect and maintain the Services IP.

10.9 The Contractor hereby undertakes that:

(i) it shall not give permission to any third party to use any Services IP nor shall any third party have any claim to the Services IP;

(ii) all material the Contractor develops or produces under this Contract shall be original and shall not infringe on the Intellectual Property of third parties and, to the best of the Contractor's knowledge, the material shall not be defamatory or breach any confidentiality undertaking; and

(iii) the use by QM of any Services IP or any Pre-existing IP (other than any Pre-existing IP specifically supplied to the Contractor by QM) shall not infringe the rights (including Intellectual Property) of any third party.

10.10 The Contractor acknowledges that no further fee or compensation other than those provided for in this Contract are due or may become due to the Contractor in respect of the performance of its obligations under this Article (10).

10.11 All Parties agrees to indemnify the other and keep it indemnified at all times against all or any Losses for which it might become liable with respect to any Intellectual Property infringement claim or other claim relating to the Services IP or any Pre-existing IP (other than any Pre-existing IP specifically supplied to the Contractor by QM).

10.12 Save for Article (10.5) the provisions of this Article (10) shall survive the expiry or termination of this Contract.

11. OVERSIGHT

QM shall have the right of, and the Contractor hereby agrees to permit upon prior notice, oversight at any time and place by the QM Representative or any duly authorized representative thereof, of any part of the Services. Oversight may be conducted prior to, concurrently with, or after the performance of the Services, to ensure to QM's satisfaction that the requirements of the Contract are being met.

12. WAIVER OF DEFAULT

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12.1 Any failure by QM at any time, or from time to time, to enforce or require the strict performance of any of the terms or conditions of the Contract shall not constitute a waiver of QM's right to enforce or to require the strict observance of such terms or conditions in any way.

12.2 None of the conditions of the Contract shall be considered waived by QM or the Contractor unless such waiver is given in writing to the other Party and is identified specifically to be a waiver under the Contract with full reference to the requirement(s) being waived.

13. VARIATIONS

13.1 QM shall have the right at any time, at QM's sole discretion, to ask the Contractor to make any reasonable changes to the Services that QM considers advisable and the Contractor shall carry out such changes. Changes may include additions to or reductions in Schedule (1), or alterations to the time schedules. Any changes can only be made by a Variation Order, which shall be in writing and signed by QM and the Contractor Representative.

13.2 Before the relevant changes to the Services are carried out by the Contractor, the Parties shall agree in a written Variation Order the increase or decrease in the amount of the Contract Price entailed by same and the effect that it has on the time schedule.

13.3 Until a Variation Order has been agreed and executed by both Parties and unless the Parties agree otherwise in writing, the Contractor shall continue to supply the Services in accordance with the existing terms of this Contract.

14. ACCEPTANCE

14.1 QM shall, within fifteen (15) days of Completion, issue an Acceptance Certificate in respect of the Contract.

14.2 Until QM has issued the Acceptance Certificate, the Services shall not be considered as accepted, either in whole or in part. Neither Approval during the execution of such Services, nor any payments made to the Contractor during the course of the Services shall constitute acceptance of such Services or part thereof.

14.3 The Acceptance Certificate shall state that the Services have been carried out and completed in accordance with the terms hereof.

15. PUBLICITY

15.1 Unless Approval is obtained, the Contractor, its personnel, agents and servants, shall not, except as may be required by law or regulations, in any manner advertise, publish or release for publication any statement or information mentioning QM, the Contract, or the nature and scope of the items and/or services required by QM in respect of the Contract, quote or state the opinion of any employee or agent of QM, or use in any form(s) or material(s) the logo or the name of QM.

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15.2 All public relations matters arising out of or in connection with the Contract shall be the sole responsibility of QM. Without derogating from the foregoing restriction, the Contractor shall obtain Approval of the text of any announcement, publication or other type of communication concerning the Contract that the Contractor or its agents wish to release for publication.

16. WORK GUARANTEE

Should the Services fail to meet the warranties, representations or undertakings given in Article (4.1) above at any time during the period of one (1) year from the date on which the relevant Acceptance Certificate was issued by QM, then the Contractor shall (at QM's discretion):

(a) rectify such Services free of charge basis to reach the required standard within fifteen (15) days from the date of a written notice to be sent by QM to the Contractor; or

17. FORCE MAJEURE

17.1 Neither Party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from an event of Force Majeure, provided that:

(a) the affected Party shall immediately notify the other Party in writing of the matters constituting the Force Majeure and shall keep that Party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure event continues; and

(b) the affected party shall take all reasonable steps available to it to minimize the effects of the Force Majeure on the performance of its obligations under this Contract.

17.2 If the period of delay or non-performance continues for forty-five (45) days or more, the Party not affected may terminate this Contract by giving ten (10) days' written notice to the affected Party and such termination shall become effective without the need for a court order.

18. ASSIGNMENT & SUB-CONTRACTING

The Contractor shall not assign or sub-contract in whole or in part of its obligations under this Contract without Approval.

19. DEFAULT AND TERMINATION

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19.1 QM may, without prejudice to any other right or remedy to which it may be entitled, immediately terminate this Contract or any part thereof on written notice if the Contractor:

(a) enters into liquidation (whether compulsory or voluntary) or compounds with its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt or if any event occurs which has an analogous or equivalent effect to any of the events mentioned above in any applicable jurisdiction;

(b) assigns this Contract or any right herein (except as permitted under this Contract);

(c) persistently disregards QM's regulations, instructions or recommendations;

(d) fails, neglects, refuses or becomes unable at any time during the Term to provide all or part of the required services under this Contract in a manner deemed satisfactory by QM; or

(e) otherwise fails to observe or perform any of its obligations with due diligence, promptness or in accordance with any of the provisions set forth herein,

provided that, in respect of the failures described in Articles (19.1(d)) and (19.1(e)), such failure continues for a period of ten (10) days after notice is given by QM to the Contractor. The termination of this Contract under this Article (19.1) shall become effective without the need for obtaining a court order.

19.2 In case of termination under Article (19.1), QM may replace the Contractor with another Contractor to provide services in respect of the remaining Services under the Contract.

19.3 QM may, without prejudice to any other right or remedy to which it may be entitled, suspend, delay and/or interrupt all or part of this Contract at any time by giving at least five (5) days' notice in writing to the Contractor, provided such suspension, delay and/or interruption shall not continue for a period in excess of three (3) months (excluding any period of time affected by Force Majeure) (the "**Maximum Suspension Period**"). The Contract shall resume immediately upon QM's written notice to the Contractor or upon expiry of the Maximum Suspension Period.

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19.4 In case of suspension, delay and/or interruption under Article (19.3), QM shall pay the costs and expenses incurred by the Contractor relating to maintenance of any on-site resources that were used and deployed for performance of the Services and are rendered idle during such suspension, delay and/or interruption, up to resumption of this Contract, without any further compensation whatsoever being payable to the Contractor.

19.5 In addition to the foregoing provisions of this Article, QM shall have the sole discretion to terminate this Contract without cause at any time by giving ten (10) days' written notice to the Contractor, and such termination shall become effective without the need for obtaining a court order.

19.6 In case of termination under Article (19.5), QM shall pay all costs and expenses incurred by the Contractor up to such termination, without any further compensation whatsoever being payable to the Contractor.

19.7 Either Party may terminate this Contract under Article (17.2).

19.8 On any expiry or termination of this Contract, the provisions of this Contract that are expressed and/or are intended to survive expiry or termination shall so survive, including (without limitation) Articles (4), (10.1-10.4), (10.6-10.12), (15), (20), (21), (22), (25), (26) and (27).

19.9 Any termination or expiry of the Contract shall not affect any accrued rights, remedies, obligations or liabilities of either Party at the date of such termination or expiry, including the right to claim damages in respect of any breach of the Contract that existed at, or before, the date of termination or expiry.

20. CONFIDENTIALITY

20.1 The Contractor undertakes that, during the Term of this Contract and after its termination, the Contractor shall:

(a) preserve the confidentiality of and keep in strict confidence any and all Confidential Information;

(b) not disclose or make available to any third party or use directly or indirectly any Confidential Information;

(c) limit access to Confidential Information to those of its employee(s) or agents reasonably requiring the same for performance of the Contractor's obligations under the Contract; and

(d) not use any Confidential Information in any way for any purpose other than the purpose for which it has been disclosed to the Contractor,

unless it has specific and explicit Approval to do otherwise.

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20.2 The Contractor shall be liable in relation to any disclosure of Confidential Information to any third party unless it can provide written evidence that:

(a) such Confidential Information was in the public domain prior to disclosure to the Contractor;

(b) such disclosure is required by law or for the performance of the Contractor's obligations under this Contract;

(c) such Confidential Information has become part of the public domain through no fault of the Contractor; or

(d) such Confidential Information was legitimately given without restriction to the Contractor by a third party duly authorized or otherwise entitled to do so, and who did not receive the same in any way from QM.

21. GENERAL INDEMNIFICATION AND LIMITATION OF LIABILITY

21.1 Either party shall indemnify, defend and the other party harmless on demand from and against all Losses awarded against or incurred or paid by the other party arising out of or in connection with:

(a) the indemnifying party's negligence, default or breach of Contract; and

(b) any third party claim(s) made against a party in respect of any Losses sustained by the party's employees or agents, contractors or by any customer or third party to the extent that such Losses were caused by, relate to or arise from the provision of the Services as a consequence of a breach or negligent performance or failure or delay in performance of the terms of the Contract by the other party, its agents, or its sub-contractors.

21.2 Subject to Article (21.4), the aggregate liability of one party to the other under or in connection with this Contract whether arising from negligence, breach of contract or otherwise shall not exceed an amount equal to the Contract Price.

21.3 Subject to Article (21.4), either party shall not be liable to the other for any loss of profit (whether direct or indirect), or any other indirect or consequential loss or damage, or loss of business opportunity whether arising from negligence, breach of contract or otherwise.

21.4 Nothing in these conditions excludes or limits:

(a) either Party's liability for death or personal injury arising from its negligence or that of its employees, agents or subcontractors; or

(b) either Party's liability for fraud.

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22. TERM

22.1 The provision of the Services shall start on 1 January 2022 ("**Start Date**") and shall be fully completed on or before the Completion Date. The period from and including the Start Date to and including the later of the date on which Completion is achieved and the Completion Date shall be referred to as the "**Term**" of the Contract.

23. NOTICES

23.1 All notices which are to be made under this Contract shall be made by hand or by letter sent by registered or electronic mail.

23.2 All notices given by the Parties:

23.2.1 by hand hereunder shall be given to the QM Representative or the Contractor Representative as applicable; or

23.2.2 by letter sent by registered or electronic mail shall be sent to the relevant address below:

For QM:

Name: Fahad Al Thani

Title:

Mailing Address: Qatar Museums, P. O. Box 2777, Doha, State of Qatar

Tel:

E-mail:

For Contractor

Name: Philippa Polskin

Title: President, Polskin Arts

Mailing Address: 301 East 57 Street, New York, NY 10022

Tel:+1 212-593-6488

E-mail: philippa.polskin@finnpartners.com

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23.3 Prior written notice of five (5) days shall be given in respect of any change of address, e-mail address, and telephone number.

24. INSURANCE

24.1 The Contractor shall, at its own cost, procure and maintain such insurance policies with a reputable insurance company (valid throughout the Term) as sufficient and valid to cover all risks in relation to its liability to its own employees and the personnel and property of any third party arising out of the performance of its obligations under the Contract. Such policies shall include cover for death or personal injury, loss of or damage to property and professional indemnity cover which shall cover any financial loss arising from any advice given or omitted to be given by the Contractor.

24.2 The Contractor shall, on request, provide QM with a copy of each of the required policies. The Contractor shall not do or cause anything to be done to invalidate the insurance policies required by Article (24.1). The terms and conditions of the insurance policies shall not limit the liability of the Contractor under this Contract.

25. GENERAL PROVISIONS

25.1 The Contractor shall pay, settle and discharge all taxes (including 5% dues, levies, fees and charges) which are payable by the Contractor in connection with this Contract and agrees to protect, indemnify and hold QM harmless from any and all claims or liability for taxes, dues, fees and charges in connection with this Contract which are payable by the Contractor.

25.2 QM shall have the right to withhold from any payment due to the Contractor such amount of money as may be required to be withheld by the relevant authorities in Qatar.

25.3 If the Contractor is required to travel in connection with this Contract, QM will pay the Contractor's travel expenses in accordance with QM's Travel and Expenses Policy, a copy of which is included at Schedule (4) of this Contract. Otherwise, the Contractor shall be responsible for any expenses incurred by it in connection with this Contract.

26 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws and regulations of the State of Qatar.

27 SETTLEMENT OF DISPUTES

27.1 The Parties shall in good faith and using all reasonable efforts in the spirit of co-operation take all steps as may be necessary or desirable to settle amicably any controversy, claim or dispute that arises out of or relates to this Contract or the breach, termination or validity thereof (herein referred to as a "**Dispute**") through negotiations and other constructive discussions including mediation.

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27.2 If, notwithstanding the provisions of Article (27.1), a Party considers that a Dispute exists which it has not been possible to settle amicably, all disputes arising under or in connection with this Contract shall be settled exclusively through the competent court in the State of Qatar.

IN WITNESS WHEREOF, the Parties have executed this Contract by their duly authorized officers:

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[SIGNATURE PAGES TO FOLLOW]

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Signed by

Signature: 

Name: Fahad Al Thani

Title: Director of Chairperson's office

Date: 24 May 2023

Signed on behalf of the **CONTRACTOR**

Signature: Philippa Polskin

Name: Philippa Polskin

Title: President, Polskin Arts

Date: May 24, 2023

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LIST OF SCHEDULES

Schedule (1): Services

Schedule (2): Payments

Schedule (3): Variation Order

Schedule (4): Travel and Expenses Policy

Schedule (5): Class of Travel

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Schedule (1)

SERVICES

The Contractor shall be responsible for Qatar Museums' international arts and culture invitation list in relation to its "Qatar Creates" events in March 2022 and October 2022 (approximately 50-60 invitations/guests). The Contractor shall also handle communications to the international art and culture guests and shall coordinate such guests' engagement and overall guest experience in Doha, Qatar.

The Contractor shall perform the following specific Services:

- Develop curated lists of Qatar Museums' arts and culture guests (the "**Guests**") to be added to a master invitiation list for Qatar Creates;
- Recommend key VIPs based on the Qatar Creates program, with the goal of bringing together leading figures in all fields of the global creative economy;
- Conduct personalized outreach to all of the Guests to ensure that the invitation was received, answer questions and to encourage attendance;
- Coordinate with M7, the Qatar Creates team and other QM staff to identify speaking engagements or other opportunities such as panel discussions, university talks, and studio visits for the Guests to share their knowledge and provide services to QM or Qatar;
- Collaborate with QM's guest services team regarding VIP relations for the Guests;
- Create bespoke itineraries and provide on-site support for the Guests to field questions and facilitate their visits;
- Advise the QM Chairperson's office on special seating arrangements for the Chairperson's tables for all key event(s), as needed;
- Begin planning for special curated tours to Doha for groups of 6-8 leaders as selected by QM, including museum directors and curators, designers, gallerists and art advisors;
- Review and revise key written materials drafted by the Qatar Creates team for the Guests, including (but not limited to):
    - Invitation;
    - Letters and introductions from the QM Chairperson;
    - Guest FAQ;
    - Programs and itineraries;
    - Welcome letters; and
    - Thank you and follow-up letters;
- Draft remarks for the QM Chairperson as needed;
- Report on the status of the Guests on a regular basis with important updates shared in real time;
- Participate in regular meetings with QM leadership, organizers and consultants, with additional calls scheduled, as necessary;
- Procure the production of a pocket guide called "Culture Guide to Doha" from The Art Newspaper (the "**Pocket Guide**"). The Pocket Guide shall be a 16-20 page colour pocket guide that will be circulated with The Art Newspaper International Edition (23,000 copies) and made

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available online. QM shall receive an additional 1,000 extra copies of the Pocket Guide for distribution in Doha.

In addition to the services listed above, Contractor agrees to perform the following:

- Plan and coordinate a cultural event and announcement in New York in September;
- Provide additional support during World Cup
- Coordinate with all parties regarding CR Runway announcement in Doha in October and provide support at World Cup event in December;
- Begin planning for announcement and event in Los Angeles

The Contractor shall perform the above-mentioned Services and deliver (or procure the delivery of) the Materials between 1 January 2022 and 31 December 2022.

QM shall pay the following amounts in respect of the Services and Materials:

Monthly Fees

$75,000 USD monthly fee (net) for January-June 2022

$78,947 USD monthly fee (gross) July-December 2022 (Note: Net fee is $75,000 per month)

$263,158 USD one time fee (gross) for increased initiatives related to the World Cup (Note: Net fee is $250,000)

Supplemental Staffing for Onsite VIP and Hospitality Management

$ 50,000 USD one-time fee in March (net)

Out of Pocket Expenses

$3,000 USD per month (net) for January-June 2022

$3,158 USD per month (gross) for July-December 2022 (Note: Net amount is $3,000 per month)

The Art Newspaper Pocket Guide

$35,941 (conversion + 15% contingency for rate fluctuation) Net cost for the Pocket Guide

$13,314 (conversion + 15% contingency for rate fluctuation) Net cost of an additional 25,000 copies which can be printed and shipped to Doha on request

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Final cost in relation to the Pocket Guide is based on the number of copies needed.

Note: The Art Newspaper supplement is an expense and prices quoted are net.

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Schedule (2)

PAYMENTS

All payments should be made in accordance with Article (9).

As full compensation for the Services and all related services to be performed by the Contractor under this Contract, QM shall pay to the Contractor an amount of up to **USD$1,323,044 (US Dollars Only)** (the "**Contract Price**"). The payment of the Contract Price is agreed as follows:

- In accordance with the timelines for the performance and delivery of the Services and Materials as detailed in Schedule 1, the Contractor shall invoice QM for the relevant amounts due for the Services performed, and QM shall settle any undisputed invoices in accordance with Article (9).

Bank account information

The fees shall be paid to the following account:



QM shall have the right to request further information relating to the above bank account if it deems necessary.

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Schedule (3)

Variation Order

Variation Order Number:

Date:

This Variation Order relates to the Service Contract entered into on [**DATE**] between Qatar Museums and [**INSERT CONTRACTOR NAME**]. All terms set out in the Contract shall apply to this Variation Order.

Background:

[**INSERT DETAILS**]

Changes agreed

By signing this Variation Order, the Parties have agreed the following variations to the Contract:

Variation to	**Description of variation agreed**
Services	
Contract Price	
Time schedules	

SIGNED BY:

Name:

Title:

Date: _____

Signature and Stamp: _____

SIGNED ON BEHALF OF CONTRACTOR

Name: _____

Title: _____

Date: _____

Signature and Stamp: _____

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Schedule (4)

Travel and Expenses Policy

BUSINESS CLASS TRAVEL AND EXPENSES POLICY FOR EXTERNAL SERVICE PROVIDERS

Introduction

1. Where an external service provider (the "**Service Provider**") is required to travel to a country other than his or her usual place of residence (the "**Destination**") for the purpose of providing services for QM (the "**Services**"), QM shall pay their travel-related expenses in accordance with the following Policy.

Flights

2. QM must book all flights necessary for the Service Provider to provide the Services. Flights will be booked in business class.

3. Once a need to travel by a Service Provider has been identified, the Service Provider shall be contacted by QM and provided with flight options for all flights required. QM and the Service Provider are to agree specific non-flexible flight times. QM shall be responsible for purchasing those tickets and shall confirm to the Service Provider once they have been booked.

4. Once flights have been booked by QM, if QM subsequently requires the Service Provider to alter those flights, QM shall be responsible for the costs (if any) of changing the flights. Similarly, if QM subsequently informs the Service Provider in writing that they are no longer required to take those booked flights, the Service Provider shall not need to reimburse QM for the cost of the flights. In all other circumstances, the Service Provider shall be responsible for all costs associated with the Service Provider changing a booked flight, cancelling a booked flight or failing to take a booked flight.

5. In the event that the Service Provider wishes to travel to or from the Destination other than by airplane and for QM to contribute to and/or reimburse the costs associated with that mode of travel, this must be included in the contract to provide Services to QM, otherwise, QM shall not contribute to and/or reimburse any such costs.

Other Expenses

6. The Service Provider shall be responsible for booking his or her own accommodation.

7. QM shall pay a daily rate for the Service Provider's accommodation and other travel-related expenses during his or her stay in the Destination (the "**Daily Allowance**").

8. The Daily Allowance shall be deemed to cover all expenses incurred by the Service Provider during his or her stay in the Destination including, without limitation, hotel and/or accommodation costs, visa costs, airport transfers, car hire, car parking, fuel, taxis fares, meals, beverages, laundry/dry cleaning/pressing, telephone charges, late check-out charges, travel fines, change or cancellation charges, travel insurance, leisure charges (e.g. use of hotel spa,

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salon and/or gym). Any separate claims for reimbursement of such charges by the Service Provider shall be rejected.

9. The Daily Allowance shall be determined based on the applicable "zone" of the Destination:

9.1 MENA ("**Zone 1**");

9.2 Europe and the rest of Africa ("Zone 2"); and

9.3 All other countries that are not included in Zones 1 and 2 ("Zone 3").

	Destination in Zone 1	Destination in Zone 2	Destination in Zone 3
Daily Allowance	QR 1500	QR 2,000	QR 2,500

9 The Daily Allowance shall apply to the period from the first day when the Service Provider is performing Services for QM in the Destination until the last day of Services for QM. In the event that the Service Provider extends their stay in the Destination for reasons unconnected with the provision of Services for QM (e.g. for leisure or other business purposes), QM shall not pay a Daily Allowance in respect of those days. Additionally, the Service Provider shall receive a Daily Allowance for a number of days before start of the Services based on origin and destination as per the schedule below.

10 The Service Provider shall also receive one additional day's Daily Allowance, which is intended to cover all time associated with travelling to and from the Destination. This shall apply regardless of the actual travel time.

Payment

11 Once QM has confirmed to the Service Provider that flights have been booked (in accordance with paragraph 3 above), the Service Provider shall submit an electronic/scanned invoice to QM in respect of 50% of the applicable Daily Allowance (i.e. before the travel has taken place), which includes the details set out in the sample interim invoice at Addendum A. Payment shall be made within 21 days of the Service Provider submitting the relevant documentation.

12 Following conclusion of the Service Provider's trip to the Destination, the Service Provider should submit a final original invoice (stamped/signed) to QM in respect of the applicable Daily Allowance which has not already been invoiced (i.e. taking into account the amount already invoiced at paragraph 12 above) which includes the details set out in the sample final invoice at Addendum B. Payment shall be made within 21 days of the Service Provider submitting the relevant documentation.

13 In the event that QM pays the Service Provider 50% of a Daily Allowance in accordance with paragraph 12 above and the Service Provider does not travel to the Destination for any reason, the Service Provider shall reimburse QM an equivalent sum to that advanced to the Service Provider. In the event that that the Service Provider does not reimburse QM in accordance with this paragraph, QM shall be entitled to (i) deduct an equivalent amount from the final fee paid to the Service Provider upon completion of the Services in the Contract; or (ii) seek recovery of this amount from the Service Provider by way of legal proceedings.

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Addendum A – Sample interim invoice for the Daily Allowance

Letterhead if applicable <please modify all text in brown>

INVOICE

Your Company Name *Date: 24 – October - 2017*

Street Address
City
Phone
E-mail

Bill to:
Qatar Museums Finance
Finance Director
Doha, Qatar

Invoice number 2017/1

Description		Amount
Daily Allowance for services from	1 Nov 2017 - 6 Nov 2017	
For the travel of:	Christine Brownford	
Applicable daily allowance:	QAR 750	
No of service days:	6	
No of days eligible for daily	7	
Total daily allowance:	QAR 5,250	
Of which payable in advance (50%):		QAR 2,625

Kindly transfer funds to:
Beneficiary name
Bank name
Branch
Bank location
Account number
IBAN
Swift

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Addendum B – Sample interim invoice for the Daily Allowance

Letterhead if applicable <please modify all text in brown>

INVOICE

Your Company Name *Date: 10-Nov-17*
Street Address
City
Phone
E-mail

Bill to:
Qatar Museums Finance
Finance Director
Doha, Qatar

Invoice number 2017/1

Description		Amount
Daily Allowance for services from	1 Nov 2017 - 6 Nov 2017	
For the travel of:	Christine Brownford	
Applicable daily allowance:	QAR 750	
No of service days:	6	
No of days eligible for daily	7	
Total daily allowance:		QAR 5,250
Of which payable in advance (invoice number 2017/1):		QAR 2,625
Remaining to be paid:		QAR 2,625

Kindly transfer funds to:

Beneficiary name
Bank name
Branch
Bank location
Account number
IBAN
Swift

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Schedule (5)

Class of Travel

In the event that employees of the Contractor are required to travel for the purpose of providing the Services to QM, they shall be entitled to the contributions set out at Schedule (4) of this Contract for the following class of travel:

Business Class

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