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

U.S. Department of Justice

Washington, DC 20530

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

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

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

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

1. Name of Registrant	2. Registration Number
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? 11/05/2023

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

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
12/15/2023	Martin Ettlemyer	/s/Martin Ettlemyer

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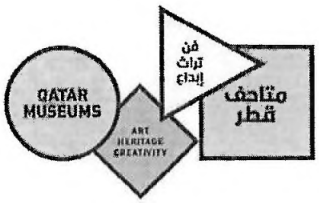
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Date	Printed Name	Signature
12/15/23	Martin Ettlemyer	

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SERVICE CONTRACT

Between

Qatar Museums

And

Polskin Arts

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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 Post Office Box 2777 – STATE OF QATAR, represented by **Mr. Mohammed Saad Al-Rumaihi**, in his capacity as Acting 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: 212 593 6488, represented herein by Philippa Polskin in her capacity as President (hereinafter referred to as "**Polskin**" or 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;

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

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

(D) Polskin 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

1.1 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 Polskin in accordance with Article (15);

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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 as set out in Schedule 1;
"Conditions of Contract"	means Article (1) through Article (28) 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 Polskin or available or apparent to Polskin 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 same may from time to time be amended, supplemented or revised in accordance with the applicable 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

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	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 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 will subsist now or in the future in any part of the world;
"Key Personnel"	means those senior personnel assigned by Polskin 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);
"Party"	means QM or Polskin 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 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 (23.1); and

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"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 will 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. Polskin 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 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.

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3. OBJECTIVE AND SERVICES

3.1 Polskin 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 (14).

3.3 No terms or conditions endorsed upon, delivered with or contained in communications from or on behalf of Polskin shall form part of the Contract unless expressly agreed by QM and incorporated by QM into the Contract and Polskin 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 specified in Schedule 1 or such other place as is agreed by QM in writing prior to performance.

4. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS OF POLSKIN

4.1 Polskin 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;

(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 will 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 (save for the state of Qatar), 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 Polskin from time to time;

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(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 Polskin 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 Polskin, 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 Polskin 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, the Chairperson of QM or the Chairperson's representative. If Polskin receives an instruction in relation to the Services other than from or on behalf of the QM Representative, Polskin 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 Polskin 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 Polskin agrees to inform QM in writing immediately upon execution of the Contract of the name of its Representative. The appointment of Polskin Representative and any subsequent changes will be subject to Approval, which shall not be unreasonably withheld.

7. CONTRACTOR PERSONNEL

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7.1 In the performance of its obligations under the Contract, Polskin 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 Polskin shall not change its Key Personnel for its convenience without Approval, which shall not be unreasonably withheld.

7.3 Polskin 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 Polskin to remove forthwith from the provision of the Services any person directly or indirectly employed by Polskin 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. Polskin 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 compensation for the Services and all related works to be performed by Polskin under this Contract, QM shall pay to Polskin the Contract Price, which shall be the amount of up to **US Dollars $3,298,421** (gross of tax) which shall be payable in accordance with Article (9).

All payments made by QM to Polskin are subject to withholding tax at the applicable rate of 5%.

8.2 The Contract Price may be amended in accordance with the agreed upon scope of work which states that projects may be added on an ad hoc basis for an additional PR fee upon mutual agreement in writing.

9. METHOD OF PAYMENT

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

9.2 QM shall effect payment of undisputed amounts to Polskin:

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

(b) within 45 (forty-five) days of the submission of an original invoice from Polskin to QM on the payable date as per Schedule 2 and the issuance of an Acceptance Certificate in accordance with Article (15).

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9.3 Polskin 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 (24) below.

10. PERFORMANCE GUARANTEE

10.1 Polskin hereby makes a warranty and guarantee that the Services shall be performed in a highly professional manner. 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 Polskin shall rectify such Services to reach the required standard within fifteen (15) days from the date of a written notice to be sent by QM to Polskin.

11. INTELLECTUAL PROPERTY

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

11.2 Polskin 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 Polskin 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.

11.3 Insofar as it is not permissible by law for the Services IP to vest with QM, Polskin 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.

11.4 Polskin 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. Polskin 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.

11.5 QM hereby grants to Polskin 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.

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

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

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11.8 Polskin agrees and undertakes that it will 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 (11) and otherwise protect and maintain the Services IP.

11.9 Polskin hereby undertakes that:

(i) it will 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 Polskin develops or produces under this Contract will be original and will not infringe on the Intellectual Property of third parties and, to the best of Polskin's knowledge, the material will 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 Polskin by QM) will not infringe the rights (including Intellectual Property) of any third party.

11.10 Polskin acknowledges that any further fee or compensation other than those provided for in this Contract are due or may become due to Polskin in respect of the performance of its obligations under this agreement shall be approved in writing prior to Polskin commencing any additional work which is beyond the scope of the Services

11.11 Dual indemnification:
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.

11.12 The provisions of this Article (11) shall survive the expiry or termination of this Contract.

12. OVERSIGHT

QM shall have the right of, and Polskin 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.

13. WAIVER OF DEFAULT

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13.1 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.

13.2 None of the conditions of the Contract shall be considered waived by QM or Polskin 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.

14. VARIATIONS

14.1 QM shall have the right at any time, at QM's sole discretion, to ask Polskin to make any reasonable changes to the Services that QM considers advisable, contingent upon the approval of Polskin, and Polskin 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 Polskin Representative.

14.2 Before the relevant changes to the Services are carried out by Polskin, 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.

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

15. ACCEPTANCE

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

15.2 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 Polskin during the course of the Services shall constitute acceptance of such Services or part thereof.

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

16. PUBLICITY

16.1 Unless Approval is obtained, Polskin, 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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16.2 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, Polskin shall obtain Approval of the text of any announcement, publication or other type of communication concerning the Contract that Polskin or its agents wish to release for publication.

17. 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 Polskin 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 Polskin

18. FORCE MAJEURE

18.1 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.

18.2 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.

19. ASSIGNMENT & SUB-CONTRACTING

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

20. DEFAULT, AND TERMINATION

20.1 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 Polskin:

(a) enters into liquidation (whether compulsory or voluntary) or compounds with its creditors or has a receiver appointed of 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

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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;

(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 (20.1(d)) and (20.1(e)), such failure continues for a period of ten (10) days after notice is given by QM to Polskin.

20.2 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 Polskin.

20.3 In case of termination under Article (20.5), QM shall pay all costs and expenses incurred by Polskin up to such termination, without any further compensation whatsoever being payable to Polskin.

20.4 Either Party may terminate this Contract under Article (18.2).

20.5 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), (11.1-11.4), (11.6-11.12), (16), (21), (22), (23), (24), (26), (27) and (28).

20.6 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.

21. CONFIDENTIALITY

21.1 Polskin undertakes that, during the Term of this Contract and after its termination, Polskin shall:

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

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(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 Polskin'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 Polskin,

unless it has specific and explicit Approval to do otherwise.

21.2 Polskin 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 Polskin;
(b) such disclosure is required by law or for the performance of Polskin's obligations under this Contract;
(c) such Confidential Information has become part of the public domain through no fault of Polskin; or
(d) such Confidential Information was legitimately given without restriction to Polskin by a third party duly authorized or otherwise entitled to do so, and who did not receive the same in any way from QM.

22. GENERAL INDEMNIFICATION AND LIMITATION OF LIABILITY

22.1 Each party shall indemnify, defend and hold the other party harmless on demand from and against all Losses awarded against or incurred or paid by another 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 the other party in respect of any Losses sustained by the other 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.

22.2 Subject to Article (22.4), the aggregate liability of the indemnifying party to the other party under or in connection with this Contract whether arising from negligence, breach of contract or otherwise shall not exceed an amount equal to the price paid or payable by QM to Polskin for the Services.

22.3 Subject to Article (22.4), each party shall not be liable to the party 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.

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22.4 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.

23. TERM

23.1 The provision of the Services shall start on the Effective Date (**"Start Date"**) and shall be fully completed on June 2025. 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.

24. NOTICES

24.1 All notices which are to be made under this Contract shall be made by hand, email or by letter sent by registered mail.

24.2 All notices given by the Parties:

24.2.1 by hand hereunder shall be given to the QM Representative or Polskin Representative as applicable; or

24.2.2 by email of by letter sent by registered mail shall be sent to the relevant address below:

For QM:

Name: Fahad Khalifa Salman Jassem Al Thani
Title: Director of Chairperson's Office
Qatar Museums
P. O. Box 2777,
Doha, State of Qatar

email: faalthani@qm.org.qa

For Contractor

Name: Phillipa Polskin
Title: President
Polskin Arts
1675 Broadway
New York, NY 10019

email: philippa.polskin@finnpartners.com

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25. INSURANCE

25.1 Polskin 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 Polskin.

25.2 Polskin shall take out and maintain in effect at all times during the Term the following types of insurance policies, for the specified amounts with a reputable insurance company which is reasonably acceptable to QM:

25.2.1 professional indemnity insurance which will be unlimited in respect of the number of occurrences covered by such insurance during any one insurance period;

25.2.2 public liability insurance including cover for bodily injury and property damage arising in connection with this Contract, including as a result of the acts or omission of Polskin, its employees, contractors or agents, which will be unlimited in respect of the number of occurrences covered by such insurance during any one insurance period; and

25.2.3 employer's liability insurance as required by applicable laws, including cover for legal liability to make payment in respect of death, personal injury and/or disability of employees, contractors or agents and which will be unlimited in respect of the number of occurrences covered by such insurance during any one insurance period.

25.3 Polskin shall, on request, provide QM with a copy of each of the required policies. Polskin shall not do or cause anything to be done to invalidate the insurance policies required by Article (25.1). The terms and conditions of the insurance policies shall not limit the liability of Polskin under this Contract.

26. GENERAL PROVISIONS

26.1 QM shall pay, settle and discharge all taxes (including 5% dues, levies, fees and charges) which are payable by Polskin in connection with this Contract not to exceed 5% of the total contract.

26.2 If Polskin is required to travel in connection with this Contract, QM will cover Polskin's travel expenses in accordance with QM's Travel and Expenses Policy, a copy of which is included in the Schedules.

27. GOVERNING LAW

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

28. SETTLEMENT OF DISPUTES

28.1 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 "**Dispute**") through negotiations and other constructive discussions including mediation.

28.2 If, notwithstanding the provisions of Article (28.1), 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.

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[SIGNATURE PAGES TO FOLLOW]

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

Signed on behalf of **QATAR MUSEUMS**

Signature: _____

Name: Mr. Mohammed Saad Al-Rumaihi

Title Acting Chief Executive Officer

Date 05 NOV 2023

Signed on behalf of **POLSKIN**

Signature: Philippa Polskin

Name: Philippa Polskin

Title President, Polskin Arts, a division of Finn Partners, Inc.

Date November 2, 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

Polskin will deliver the services described below (the "**Services**").

Services to include communications counsel for:	
SERVICES	- General consultation to Chairperson's office - Twice yearly Qatar Creates (October and March) - Assistance with VIP program attendance at Qatar Creates and events throughout the year. - Development of guest lists, outreach to guests, seating for dinners and events - Development of personalized itineraries - Coordination with guests and on the ground assistance - Assistance with travel and visits to cultural institutions - Planning for VIP dinner in Venice, or one major dinner per year - Development of plans for Lusail Museum groundbreaking - Planning for Africa Forum - Planning for Davos engagement and on the ground assistance - Research assignments (new museums opened in last five years; automobile museums; etc. - Development of overarching strategic plan and implementation in key markets - Plan for introductions in Paris - Plan for influencer visits to Doha - Drafting of speeches - Consultation on media opportunities - Advance planning for special traveling exhibitions - Additional initiatives, including with museums in New York and Los Angeles
TIME SCHEDULES	• July, August, September, October, November and December 2023 • January, February, March, April, May and June 2024. • July 2024 through to June 2025

SCHEDULE 2

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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 Polskin under this Contract, QM shall pay to Polskin the fixed amounts shown in the table below ("Fees"). The payment of the Fees is agreed as follows:

Fees	Fee Breakdown $115,000 USD per month fee (net) / $121,053 (gross) Expense Breakdown • $3,000 USD (net) per month out of pocket / $3,158 (gross) • $60,000 USD (net) per year for supplemental staffing for onsite VIP and hospitality management / $63,158 (gross) • $125,000 USD (net) per year for dedicated staff / $131,579 (gross) (prorated six months for Year 1)
Billing Schedule	**Year 1 Billing Schedule** July and August 2023 already billed and paid • $78,948 USD Gross per month fee • $3,158 USD Gross per month out of pocket expense To be billed on 1 October 2023 • $84,211 USD Gross – Fee adjustment for July and August 2023 • $121,053 USD Gross – September 2023 fee • $121,053 USD Gross – October 2023 fee • $160,526 USD Gross – Monthly out of pocket September 2023 through June 2024 (10 months); supplemental staff expenses for July 2023 through June 2024; and six months of dedicated staff January through June 2024 [NOTE: IF BILLING NET FOR EXPENSES THE TOTAL AMOUNT WILL BE $152,500 USD] Invoices for the period November 2023 through June 2024 - $121,053 USD Gross per month will be billed on the first of the month. Total billings Fees & Expenses Year 1: $1,613,158 USD Gross

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	<u>Year 2 Billing Schedule</u> • Invoices for the period July 2024 through June 2025 - $121,053 USD Gross per month will be billed on the first of the month. • 1 July 2024 - $232,632 USD Gross – Monthly out of pocket July 2024 through June 2025 (12 months); supplemental staff expenses for July 2024 through June 2025; and dedicated staff July 2024 through June 2025 [NOTE: IF BILLING NET FOR EXPENSES THE TOTAL AMOUNT WILL BE $221,000 USD] Total billings Fees & Expenses Year 2: $1,685,263 Gross
Total Contract	<u>$3,298,421 Gross</u>

Bank account information

The fees shall be paid to the following account:

[redacted]

Polskin shall provide QM with signed, original letters from the above bank, certifying that the account details set out in this Schedule 2 are correct. 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 ON BEHALF OF QATAR MUSEUMS:

Name : Mr. Mohammed Saad Al-Rumaihi
Title : Acting Chief Executive Officer
Date : _____

Signature & Stamp: ----------

SIGNED ON BEHALF OF [CONTRACTOR NAME]:

Name : _____
Title : _____
_____
Date : _____

Signature & Stamp: ----------

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SCHEDULE 4

TRAVEL AND EXPENSES POLICY

Business Class Travel and Expenses Policy

1. QM will pay a daily allowance for the Consultant's accommodation and other travel-related expenses during his or her stay in the Destination (the "**Daily Allowance**").
2. The Daily Allowance shall be deemed to cover all expenses incurred by the Consultant during the 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
3. QM will book the ticket for the consultant. Consultant must not book the ticket themselves under any circumstance; as reimbursement request will not be accepted.
4. Any separate expense claims for reimbursement of such charges by the Consultant will be rejected.
5. QM shall not book any accommodation for the Consultant as accommodation is included within the daily allowance and the Consultants shall book on their own.
6. The Daily Allowance will be determined based on the applicable "zone" of the Destination and the system will automatically generate the total allowance for the user:
   - MENA ("**Zone 1**");
   - Europe and the rest of Africa ("**Zone 2**"); and
   - All other countries that are not included in Zones 1 and 2 ("**Zone 3**").
7. The Daily Allowance shall apply on the assignment days only and not the travel days. QM will not pay the Consultant an allowance on days which are outside the policy/ assignment bracket.
8. Consultants based in Qatar are eligible for rest days before and after the travel and which must be equally distributed as shown in the table below. These rest days will be paid as part of the total allowance.
9. The Daily Allowance shall be as follows

Criteria	Destination in Zone 1	Destination in Zone 2	Destination in Zone 3
Business Class	QR 1,500	QR 2,000	QR 2,500
Rest Days Eligibility*	+2 calendar days	+4 calendar days	+4 calendar days

***Additional rest days specified in the above table are only applicable for consultants based in Qatar; i.e. QM will not provide any rest days to consultants who are based outside Qatar.**

10. If the Consultant 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.QM shall book a flight for the Consultant as per the ticket class mentioned in the contract. If the contract/ agreement does not mention any ticket class, approval from CEO must be obtained before management services proceeds with the booking.
11. QM's preferred airlines is Qatar Airways; however, if Qatar Airways is not available as a carrier to or from the country which the Consultant is based, then QM will consider another carrier. QM will only select the carrier that suits the days of the Consultant, and which is the most economical.
12. Means of travel paid by QM are only through air. Train shall be also secured by QM only where there is online availability for tickets whereby QM can obtain formal receipts. Otherwise, the Consultant shall bare all travel expenses such as car, bus, boat, ferry, etc. from the allowance.
13. The Consultant shall submit a formal letter from the Bank specifying the account details so that QM can transfer the allowance. If the bank account details change at any time during the contract period, the Consultant must submit a new letter from the bank specifying the change and submit the same to the Department.

Payment Terms and Conditions

1. QM shall pay the consultant allowance 50% in advance and 50% after concluding the travel. The Consultant will need to sign on 2 invoices provided by the department in respect of the Daily Allowance:
   a. An interim invoice will be generated from the system by the End User after approval of concerned authority on the travel request (i.e. before travel has taken place). This invoice will be for 50% of the Daily Allowance.
   b. Following conclusion of the Consultant's trip to the Destination, the Consultant will submit the boarding pass to the End User department who will generate the final invoice of the remaining 50%.
2. QM will only advance 50% or 100% upon concluding the travel and submitting a boarding pass.
3. Payments shall be made to the contract holder only; therefore, each contract shall have a single bank account associated to the holder. Any claims to pay several consultants under one agreement shall be rejected.

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SCHEDULE 5

CLASS OF TRAVEL

–

The following personnel from Polskin shall be entitled to Business Class tickets:

Philippa Polskin, President
Sharon Ruebsteck, Executive Vice President
Amy Wentz, Executive Vice President
Jennifer Leventhal, Executive Vice President
Maryann Jordan, Executive Vice President
Julia Esposito, Vice President
Sara Ory, Account Executive
Alli Steinberg, Account Executive
Laura Farahat, Chief of Staff
Natalie Miller, Account Supervisor
Lilia Muscarella, Account Executive

If needed, Polskin Arts reserve the right to swap out an executive at the same level should one of the above not be available to travel.

Any other personnel shall be entitled only to Economy Class.

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