

U.S. Department of Justice

Washington, DC 20530

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

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

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Finn Partners, Inc.	2. Registration Number 6212
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3. Primary Address of Registrant
1675 Broadway, New York, NY 10019

4. Name of Foreign Principal Government of Ras Al Khaimah	5. Address of Foreign Principal Jolphar Towers, Al Hisn Rd Dafan Al Nakheel, Ras Al Khaimah UNITED ARAB EMIRATES
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6. Country/Region Represented
UNITED ARAB EMIRATES

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

☒ Government of a foreign country¹

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (*specify*) _____

☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

RAK Media Office

b) Name and title of official(s) with whom registrant engages

Ms. Heba Fatani, Executive Director

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

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

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

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

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

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

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

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

EXECUTION

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

Date

Printed Name

Signature

04/17/2026

Martin Ettlemeyer

Sign

/s/Martin Ettlemeyer

Sign

Sign

Sign

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

April 15, 2026

Martin Ettlemyer



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 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

Finn Partners, Inc.

2. Registration Number

6212

3. Name of Foreign Principal

Government of Ras Al Khaimah

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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/27/2026
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Media relations support to strengthen visibility and showcase Ras Al Khaimah in the US.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Media relations support to strengthen visibility and showcase Ras Al Khaimah in the US.

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 registration² for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes ☐ No ☒

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

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

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

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

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

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration 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 ☒

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
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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.

EXECUTION

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

Date

Printed Name

Signature

04/17/2026Martin EttlemeyerSign/s/Martin EttlemeyerSignSignSign

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

April 15, 2026

Martin Ettlemyer



Private & Confidential

MASTER SERVICES AGREEMENT

BETWEEN

BURSON GROUP LTD

AND

FINN PARTNERS, INC.

MASTER SERVICES AGREEMENT

DATE OF MASTER SERVICES AGREEMENT

PARTIES

- (1) **Burson Group Ltd** ([REDACTED]), a company incorporated under the laws of England & Wales, whose registered office is at Rose Court, 2 Southwark Bridge Road, London, SE1 9HS ("**Company**"); and
- (2) **FINN Partners, Inc.** (EIN [REDACTED]), a company incorporated under the laws of the United States, whose registered office is at 1675 Broadway, New York, NY 10019 ("**Supplier**").

INTRODUCTION

- A Supplier is a provider of public relations services.
- B Company is entering into this Agreement with the Supplier for its own behalf and on behalf of its Operating Companies (as defined in this Agreement) to supply goods and/or services in accordance with the terms and conditions specified in this Agreement.
- C The purpose of this Agreement is to set out the terms which have been agreed between Company and the Supplier with regards to the relationship between the Supplier and Company, and between the Supplier and the Operating Companies.

IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following words shall have the following meanings:

"Affiliate" means, in relation to Company, any entity that: (i) directly or indirectly controls, is controlled by, or is under common control with Company, but only for so long as such control exists, and (ii) operates as part of the Burson network;

"Agreement" means this master services agreement including its Schedules and any Work Order executed under it;

"Applicable Data Protection Law" means any Applicable Law which relates to the protection of individuals with regards to the processing of personal data, to which a party is subject (which may include, by way of example, GDPR and the Electronic Communications Data Protection Directive (2002/58/EC));

"Applicable Law" means any laws, regulations, codes, regulatory guidance or decisions which have the force of law and to which a party is subject;

"Commencement Date" means the date of this Agreement;

"Company Representative" shall be Mark Hinton-Jones, Chief Financial Officer, UK, at Burson;

"Confidential Information" means any information (whether disclosed orally, in writing or electronically and whether marked confidential or not) which is disclosed or otherwise

comes into the possession or control of the Supplier or any Supplier Personnel as a result of this Agreement, including the terms of this Agreement and any Work Order, information relating to Company's or any Operating Company's business affairs, marketing information, distribution information, business methods, plans and efforts, courses of dealings or contracts with customers, Clients and vendors and Company and/or Customer software, directors, officers and employees, budgets, prices, order book, accounts, finances, parent and subsidiary companies, Customer Materials and any similar information in relation to their customers or Clients, and any other information relating to Company or any Operating Company or their Clients which is commercially sensitive;

"Customer" means the Operating Company that has signed a Work Order;

"Customer Client" means a third party to whom a Customer is providing services as noted in a SOW where relevant;

"Customer Materials" means all materials, equipment and tools, software, methodologies, drawings, specifications and data (including, to the extent relevant, all Customer Personal Data as defined in Schedule 2) supplied or made available by or on behalf of Company, any Operating Company, any Customer (or any of their respective Clients) to the Supplier or which the Supplier is required to generate, process, store or transmit pursuant to any Work Order;

"Customer Policies" means all policies or codes of conduct applicable to the suppliers of Company and/or the Operating Companies, as notified in writing by Company or a Customer to the Supplier from time to time or as made available on any extranet operated by Company, WPP plc or a Customer for its suppliers from time to time, as the same may be updated;

"Deliverables" means all items, equipment and materials to be supplied by the Supplier to the Customer as part of the Services as identified in the Work Order;

"Fees" shall mean the total aggregate amounts to be paid by the Customer to the Supplier for the Services (inclusive of all third-party costs and expenses) calculated by reference to the applicable Work Order and Clause 7;

"GDPR" means the General Data Protection Regulation ((EU) 2016/679) and UK GDPR as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

"Good Industry Practice" means the exercise of the standard degree of skill, care and diligence which would reasonably and ordinarily be expected from a skilled and experienced provider of the Services under the same or similar circumstances;

"Indemnitees" has the meaning set out in Clause 11.3 and **"Indemnitee"** shall be construed accordingly.

"Indirect Tax" means sales, use, excise, value added "VAT", goods and service "GST", consumption or similar Taxes;

"Initial Term" means a period until 31 December 2025, beginning on the Commencement Date;

"Intellectual Property Rights" means all patents, rights to inventions, copyright and related rights, moral rights, database rights, semiconductor topography rights, utility models, rights in designs, registered designs, trademarks, service marks, trade names,

domain names, rights in goodwill, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and other similar or equivalent rights or forms of protection (whether registered or unregistered) and all applications (or rights to apply) for, and for renewals and extensions of, such rights as may now or in the future exist anywhere in the world;

"Losses" means claims, actions, damages, losses, liabilities, costs and expenses (including, where applicable, any damages or compensation paid on legal advice to compromise or settle any claim and any reasonable external legal and other professional costs and expenses);

"Operating Companies" means either Company or any subsidiary or Affiliate of Company in each case which operates as part of the Burson network;

"Services" means the services set out in a Work Order, including services which are incidental or ancillary to those Services;

"Service Credits" means the reduction in Fees payable for part of the Services as a result of failures by the Supplier (directly or indirectly) to meet the Service Levels for that part of the Services as specified in a Work Order;

"Service Failure" means a failure by the Supplier to deliver any part of the Services in accordance with the Service Levels;

"Service Level" means the measurable level of performance that the Services (or part of the Services) must meet or exceed as specified in a Work Order;

"Supplier Personnel" means all employees, staff, workers, agents, consultants, subcontractors and other personnel employed or engaged by or on behalf of Supplier and involved in the performance of the Services from time to time;

"Taxes" means any present or future tax, assessment, or other governmental charge, including any Indirect Taxes;

"Term" means the term of this Agreement, being the Initial Term and, if applicable, any extension of the Initial Term in accordance with Clause 3.2;

"Term Year" means the 12 (twelve) month period commencing on the Commencement Date and each successive 12 (twelve) month period commencing on an anniversary of the Commencement Date;

"Working Day" means any day (other than a Saturday or Sunday or bank holiday in the territory in which the Customer is located) when the clearing banks are open in the territory in which the Customer is located; and

"Work Order" means the document, based on the agreed template in Schedule 1, agreed between a Customer and Supplier pursuant to Clause 2, authorising the Supplier to start the supply of applicable Services and describing those Services, the timetable for their performance and the related matters listed in such template, and which shall be deemed to incorporate the terms set out in this Agreement.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 the words and expressions **"other"**, **"including"** and **"in particular"** (or any similar or cognate word or expression) do not limit the generality of any preceding words;

- 1.2.2 all references to "**parties**" means (as the context indicates) in respect of this Agreement, the Supplier and Company or, in respect of each Work Order, the Supplier and Customer that are the parties to such Work Order, and references to "party" shall be construed accordingly;
- 1.2.3 any reference to a "**person**" includes any individual, company, partnership, organisation or Regulatory Body having a legal personality;
- 1.2.4 in the context of any Work Order, a reference in this Agreement (and in the applicable Work Order) to "**Supplier**" means (jointly and severally) the Supplier and any subsidiary company of the Supplier named in the Work Order;
- 1.2.5 any reference to a statute or statutory provision is a reference to that statute or statutory provision as amended, consolidated, replaced and/or re-enacted from time to time; and
- 1.2.6 any reference to this Agreement shall include the Schedules, which form part of this Agreement and shall have effect as if set out in full in the body of this Agreement.

2 **AUTHORISATION**

- 2.1 Company hereby authorises the Supplier on a non-exclusive basis to be a supplier for the provision of the Services. The parties agree that the terms and conditions set out in this Agreement shall apply to the provision of the Services by the Supplier to each Customer.
- 2.2 From the Commencement Date, each of the Operating Companies will have the opportunity to sign a Work Order with the Supplier and become a Customer. Each Work Order shall constitute a contract between the Customer and the Supplier, separate from and in addition to this Agreement, and shall incorporate the applicable terms of this Agreement.
- 2.3 A Work Order shall be effective only if it is: (a) approved by the Company Representative; and (b) validly signed by an authorised signatory of each of the Customer and the Supplier. For the avoidance of doubt, there is no obligation on any party to enter into any particular Work Order, and no party shall be assumed to have entered into a Work Order unless and until it is signed on behalf of that party in accordance with this Clause 2.3.
- 2.4 Each Customer under a Work Order shall remain solely and severally liable for its own obligations under its Work Order and the Supplier shall invoice each Customer separately. Neither Company nor any other Operating Company shall be deemed to be a guarantor for, or liable for, any Operating Company acting as Customer. An Operating Company executing a Work Order shall be considered the 'Customer' for all purposes under this Agreement, solely with respect to such Work Order and any such Work Order shall be deemed to be a direct agreement between the Supplier and such Customer. A breach by one Customer under a Work Order, shall not be deemed to be a breach by Company or any other Operating Company.
- 2.5 This Agreement does not provide any guarantees that any Customer will purchase the Services, nor any commitments to purchase minimum volumes of the Services from the Supplier unless such minimum volumes are expressly set out in a Work Order.

3 **COMMENCEMENT AND TERM**

- 3.1 This Agreement shall commence on the Commencement Date and shall continue (subject

to earlier termination in accordance with Clause 14) for the Initial Term.

3.2 Company shall have the right to renew this Agreement on the same terms and conditions for a further period of 12 (twelve) months, commencing on the date on which the Initial Term expires, by giving written notice to the Supplier at any time prior to expiry of the Initial Term.

3.3 The term of each Work Order shall be as stated in the Work Order.

4 THE SERVICES

4.1 The Supplier shall perform the Services and provide all Deliverables in accordance with the terms of each Work Order and fulfil all of its obligations as set out in, and in accordance with the terms of, this Agreement (including any and all Work Orders made under it).

4.2 Time is of the essence for the performance of the Services.

4.3 In supplying the Services, the Supplier shall (and shall procure that its Supplier Personnel shall):

4.3.1 perform the Services in accordance with Good Industry Practice;

4.3.2 comply with all Applicable Laws;

4.3.3 comply with the Customer Policies;

4.3.4 comply with all terms and policies contained in Customer Client contracts which Customer is contractually obliged to flow down Supplier, as set out in individual Work Orders;

4.3.5 cooperate with the Customer in all matters relating to the Services, and comply with all reasonable instructions of the Customer;

4.3.6 notify Customer of any meetings with or contacts to officials, employees, agents, or representatives of any United States federal, state, or local governmental entity or agency ("Public Officials"), and

4.3.7 supply such reports and other information as the Customer may from time to time reasonably request.

5 SERVICE LEVELS

5.1 Where a Work Order contains Service Levels, the Supplier shall ensure that the applicable Services meet or exceed the Service Levels. The Supplier shall provide the Customer with a monthly report detailing its performance in respect of each of the Service Levels. If there is a Service Failure, the Supplier shall:

5.1.1 notify the Customer immediately of the Service Failure;

5.1.2 deploy all additional resources and take all remedial action that is necessary to rectify the Service Failure or to prevent the Service Failure from recurring; and

5.1.3 automatically credit the Customer with the applicable Service Credits.

- 5.2 At the Customer's election, Service Credits shall either be shown as a deduction from the amount due from the Customer to the Supplier in the next invoice then due to be issued under this Agreement, or the Supplier shall issue a credit note against a previous invoice and the amount for the Service Credits shall be repayable by the Supplier as a debt within 20 (twenty) Working Days of issue of the credit note.
- 5.3 The Supplier acknowledges and agrees that the receipt of any Service Credit by the Customer is an agreed and commercially reasonable one-time price adjustment to reflect the fact that the Customer was not provided with the quality of Service that it contracted to receive. A Service Credit is therefore not an estimate of the loss or damage suffered by the Customer as a result of the Supplier's failure to deliver the Services to meet a Service Level, and the parties agree that Service Credits are not an exclusive remedy.

6 PERSONNEL

- 6.1 The Supplier shall ensure that all Supplier Personnel have suitable skills, training and experience to enable them to perform the tasks assigned to them, and that Supplier Personnel are in sufficient number to enable the Supplier to fulfil its obligations under this Agreement (and each Work Order).
- 6.2 The Supplier shall be fully responsible for:
- 6.2.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim for Tax made in connection with the Supplier Personnel and/or Supplier's performance of the Services; and
 - 6.2.2 any liability arising at any time (whether before, during or after the Term) from any claim, demand or allegation made by any Supplier Personnel in relation to discrimination, their employment or engagement, termination of employment or engagement, or any other employment-related claim,

and shall indemnify Company and each Indemnitee from and against all Losses suffered or incurred by Company and/or any Indemnitee in connection with or in consequence of any of the foregoing.

7 FEES AND PAYMENT

- 7.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Fees in accordance with this Clause 7.
- 7.2 The Supplier shall issue invoices for the Fees on the dates agreed in the relevant Work Order. All invoices must specify the purchase order number provided by the Customer and include all other information and details notified to the Supplier by the Customer in order for the Customer to process the invoice.
- 7.3 All Fees chargeable under this Agreement are exclusive only of any Indirect Taxes imposed by Applicable Law. To the extent that any Indirect Taxes are so chargeable in respect of any Fees, the Customer shall pay such Indirect Taxes at the applicable rate at the same time as payment of the invoice. The Supplier agrees to issue a valid tax invoice (as required under Applicable Law) to the Customer.
- 7.4 The Customer shall pay all undisputed Fees for the Services provided pursuant to the relevant Work Order to the Supplier no later than sixty (60) days from the date of invoice, unless otherwise agreed in writing.

- 7.5 If the Customer fails to make payment of the Supplier's correct invoice by the due date, the Supplier shall be entitled to charge interest on the overdue sum at the rate of 2% above Bank of England base rate from time to time in force. However, the Supplier shall not be entitled to charge interest on any sums which are paid late as a result of a legitimately disputed invoice, or an invoice which is not fully compliant with this Agreement. The Supplier agrees that its right to claim interest under this Clause 7.5 shall be the parties' entire agreement in respect of interest for late payment of undisputed invoices and that the Supplier shall have no other right (whether statutory or otherwise) to claim interest on any Customer's late payments.
- If the undisputed invoices due Supplier should ever exceed ninety (90) days from invoice date, Supplier will have the option to cease all work on the account upon ten (10) days' written notice sent by overnight mail to the Customer at any time on or after the 90th day until the account is current.
- 7.6 Any references in this Agreement to payments or sums of money, including those in this Clause 7 shall be in the currency specified in the Work Order.
- 7.7 The Customer shall be entitled to deduct and withhold from any and all sums payable by it under this Agreement (or any Work Order) any and all present or future Tax (excluding "Indirect Taxes"), that it is obliged from time to time under any Applicable Law to deduct or withhold. If the Customer so deducts or withholds any Taxes, then the Customer shall timely remit any such Taxes if required to the relevant government authority.
- 7.8 The Customer may at any time set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier under this Agreement (or any Work Order), whether either liability is present or future, liquidated or unliquidated. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this Clause 7.8 shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

8 TITLE TO DELIVERABLES

Title to any Deliverables that are goods or in any physical media on which Deliverables are stored and title to any goods or materials transferred to the Customer as part of the Services shall pass to the Customer on the payment of the Charges for them, subject to clause 9.7 in respect of Third Party Materials. The Supplier transfers the Deliverables and all such goods and materials to the Customer free from all liens, charges and encumbrances. If the Customer is withholding payment due to a bona fide dispute, the Customer shall retain a non-exclusive, royalty-free licence to use the Deliverable for its business purposes until such dispute is resolved. Notwithstanding the foregoing, prior to receipt of the Charges, Supplier grants to the Customer a non-exclusive, non-transferable licence to use the relevant Deliverable solely for the purpose for which it was provided, provided that if the Customer fails to make payment in full when due, such licence shall automatically terminate and the Customer shall immediately cease all use of the Deliverable and, at Supplier's option, return or destroy all copies of the Deliverable in its possession or control.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Customer shall own all Intellectual Property Rights in the Deliverables, such that the Customer may be free to use and exploit the Deliverables internally, or to pass such Deliverables to their Client, without further obligation to the Supplier or any third party, subject to clause 9.7 in respect of Third Party Materials.

- 9.2 Nothing in this Agreement is intended to affect the Supplier's ownership of its Intellectual Property Rights subsisting prior to the date of this Agreement and which may be used by it (but, for the avoidance of doubt, not developed by it) in its performance of the Services ("**Supplier's Pre-Existing IPR**").
- 9.3 Notwithstanding Clause 9.2, where any Supplier's Pre-Existing IPR is incorporated into the Deliverables or is required to use or exploit the Services, the Supplier hereby grants to the Customer a perpetual, irrevocable, worldwide, non-exclusive, royalty-free licence to use such elements of any Supplier's Pre-Existing IPR to enable the Customer to obtain the full benefit of the Deliverables and the Services.
- 9.4 Subject to Clause 9.3, the Supplier hereby irrevocably and unconditionally assigns with full title guarantee (including by way of present assignment of future rights) to the Customer all and any Intellectual Property Rights, upon creation of the same, in the Deliverables. The Supplier shall (and shall procure that the Supplier Personnel also shall) waive in favour of the Customer absolutely and irrevocably their legal and moral rights (including the right to be identified) or equivalent or analogous rights under laws of other jurisdictions in relation to such Intellectual Property Rights. The Supplier shall execute any documents or take any other actions as may reasonably be necessary, or as the Customer may reasonably request, to perfect, protect or enforce the rights assigned and granted to the Customer under this Agreement.
- 9.5 The Supplier warrants and represents that it has the right and power to assign or license all Intellectual Property Rights granted or assigned pursuant to this Agreement and that the grant and terms of such respective assignment or licence shall not infringe the Intellectual Property Rights or any other rights of any third party.
- 9.6 All Customer Materials are the exclusive property of the Customer. The Supplier shall not acquire any right, title or interest in or to any Intellectual Property Rights in the Customer Materials or to any other Intellectual Property Rights owned by or licensed to Company or any Operating Company by reason of this Agreement and the Supplier acknowledges that all such Intellectual Property Rights remain the property of Company, the Operating Companies and/or its or their licensors. The Supplier shall keep such Customer Materials confidential and shall not use such Customer Materials for any purpose other than the provision of the Services for the Customer.
- 9.7 Supplier shall notify the Customer of any materials created or licensed from third parties during the term of this Agreement by Supplier for incorporation into a Deliverable ("Third Party Materials"). Such notification shall be given prior to incorporating such Third Party Materials into any Deliverables, together with reasonable details of the licences applicable to such Third Party Materials and any material restrictions on their use. Supplier shall not incorporate any Third Party Materials into the Deliverables without the Customer's prior written approval, and shall ensure that all necessary assignments or licences for such use are obtained. The Customer, acting reasonably, shall be entitled to object to the use of such Third Party Materials provided that in such case the parties shall discuss and agree in writing who should bear the costs of obtaining a suitable replacement.

10 COMPLIANCE

- 10.1 **Warranties.** Supplier warrants, undertakes and represents on an on-going basis that:
- 10.1.1 it has, and shall continue to have, full capacity and authority to enter into and perform its obligations under this Agreement and each Work Order;

- 10.1.2 there are no actions, suits or proceedings or regulatory investigations commenced, pending or, to the Supplier's knowledge, threatened against or affecting the Supplier before any court or administrative body or arbitration tribunal that might affect the ability of the Supplier to perform its obligations under this Agreement or any Work Order;
- 10.1.3 it is not a party to any contracts or arrangements with third parties that would prevent or hinder the performance of its obligations under this Agreement or any Work Order;
- 10.1.4 it has and shall continue to hold all necessary approvals, licences, permissions and consents that are necessary in connection with the performance of its obligations under this Agreement or any Work Order;
- 10.1.5 no later than [5] Working Days prior to the Commencement Date, it has accurately disclosed to Company (by way of a written report) all commercial relationships existing between the Supplier and any Operating Company; and
- 10.1.6 the Services and Deliverables will conform in all respects with the specifications of the applicable Work Order(s), the Deliverables shall be fit for any purpose expressly or implicitly made known to the Supplier by the Customer and the Deliverables shall be free from any malware, virus or other harmful or disabling code;
- 10.2 **Compliance.** Without prejudice to Clause 4.3.2, the Supplier warrants, undertakes and represents on an on-going basis, that: (a) it shall not (directly or indirectly) engage in any activity, practice or conduct (regardless of where the same is carried out) which would constitute an offence under the Bribery Act 2010, the Foreign Corrupt Practices Act 1977, 15 U.S.C. § 78dd-2, the Modern Slavery Act 2015 or the Criminal Finances Act 2017 or the UK Economic Crime and Corporate Transparency Act 2023 or which would breach any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America (the "**Relevant Requirements**"); (b) it shall not directly or indirectly pay, receive, request, offer, promise, or authorize the payment or transfer of anything of value, to or from any person or entity, or use undue influence or leverage, or manipulation in order to obtain or retain business or obtain any other advantage, whether financial or otherwise, (c) it has established and shall maintain and enforce its own policies and procedures to ensure compliance with the Relevant Requirements, and (d) to the best of Supplier's knowledge, neither Supplier nor its officers, employees, or agents have been convicted of any offence under any applicable anti fraud, bribery and corruption laws, including the Relevant Requirements.
- 10.3 **Compliance with the Foreign Agents Registration Act.** Supplier represents and warrants that it is, and will at all times be, in full compliance with all applicable governmental, legal, regulatory, and professional requirements, including but not limited to the Foreign Agents Registration Act, 22 U.S. Code § 611 ("FARA"). Supplier and Company are aware that there are FARA registration and reporting requirements that are applicable to Supplier's activities under this Agreement and Supplier shall ensure that all Services, and Customer and Customer Client's use and benefit of such Services, will comply with FARA. Supplier represents and warrants that it is familiar and will comply with any and all applicable FARA registration and reporting requirements as well as any other requirements that may apply under FARA, including the requirement to include the "conspicuous statement" on all informational materials (See 22 U.S.C § 614; 28 C.F.R. § 5.400 and 5.402). Supplier shall be solely responsible (and shall engage external legal counsel where required at its own cost) for determining whether any registrations

disclosures or other actions are required in order to comply with FARA (the "FARA Obligations"). Supplier shall cooperate with Customer and/or Customer Clients to the extent necessary for Customer and/or Customer Clients to comply with any applicable FARA registration and reporting requirements, and shall provide to Customer copies of all materials required by law to be filed with any governmental entity with respect to any activities undertaken by Supplier on behalf of Customer and/or Customer Clients. Supplier and Customer agree that if either party receives any notice, demand, summons or complaint from any governmental or regulatory authority, agency or other body relating to the subject matter of this Agreement (including but not limited to FARA, or lobbying register requirements and public declarations commitments in the UK or other jurisdictions), such party will take all steps, at their respective expense, to resolve any issues as promptly as practicable, but in all cases, such disclosure shall be limited to the minimum information necessary to comply with such legal requirements. Where feasible and permitted by law, Supplier will provide notice to Customer prior to making any such disclosure, including specifying the information to be disclosed and if identified by the requesting party, the legal basis for such disclosure, to allow for internal review or preparation. Supplier will inform Customer in the event such need arises and what information must be made public in accordance with such legal obligations. Supplier agrees to cooperate with Customer in complying with such lobbying register requirements (including FARA) and public declarations commitments as required under applicable law.

10.4 **Compliance With Applicable Laws Regarding Interactions With Government Officials.**

Supplier is aware that the United States Federal government, states, and certain local jurisdictions have laws and regulations restricting or prohibiting political contributions and personal gifts, including, but not limited to, meals, entertainment, travel, lodging, and anything else of value, given to Public Officials. Therefore, Supplier represents and warrants that it is familiar and will comply with any and all such applicable gift laws and regulations. Moreover, Customer requires Supplier to obtain advance written approval from Customer before offering or providing any such gift. In addition, Supplier further represents and warrants that it will not make any political contributions in connection with this Agreement or that could in any way cause Customer and/or a Customer Client to directly or indirectly violate any laws or regulations pertaining to the making or soliciting of political contributions by a government contractor.

10.5 **Compliance With Applicable Post-Employment and Conflict of Interest Laws.**

Supplier represents and warrants that it will familiarize itself and comply with all applicable conflict of interest statutes and regulations affecting its representation of Customer and/or a Customer Client, including, but not limited to, any post-employment restrictions that may apply to former Public Officials. Supplier will not engage in any activity that could be viewed as a conflict of interest even though it may not be prohibited under any particular law. To ensure compliance with the above requirements and potential disclosure requirements, Supplier shall immediately notify Customer of any governmental or quasi-governmental office or position currently or formerly held by Supplier or any proprietor, partner, director, manager, or employee of Supplier or such person's immediate family member. Supplier will also immediately notify Customer if a person holding any governmental or quasi-governmental office or position owns or controls ten percent [one percent if Supplier is publicly traded] of Supplier's stock.

10.6 **Monitoring.** The Supplier shall:

10.6.1 notify the Customer if it becomes aware of any breach of this Clause 10;

10.6.2 within two months of the Commencement Date, and annually thereafter, certify to the Customer in writing signed by an officer of the Supplier, compliance with this

Clause 10 by the Supplier and Supplier Personnel; and

10.6.3 procure that all Supplier Personnel are engaged only on the basis of a written contract which imposes on and secures from each such person terms equivalent to those imposed on the Supplier in this Clause 10 and the Supplier shall be responsible for the observance and performance by such persons of the Relevant Requirements, and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Requirements.

10.7 **Diversity and sustainability requirements.** The Supplier shall provide to Company and the Customer, on request, the most up-to-date of the following: (a) a written explanation of any commitments it has made, or targets it has set, in relation to its carbon footprint and/or emissions; and (b) a certified, third-party sustainability report conducted in relation to its business in the prior 12 (twelve) months. The Supplier shall further use reasonable endeavours to work towards ensuring that it purchases 100% renewable electricity by deadlines consistent with those of the RE100 initiative (<https://www.there100.org/>).

10.8 **Breach:** Breach of this Clause 10 shall be deemed a material breach of this Agreement which is not capable of remedy.

11 **LIABILITY AND INDEMNITY**

11.1 Nothing in this Agreement or any Work Order shall:

11.1.1 limit any liability which cannot legally be limited, including liability of a party for: (a) death or personal injury caused by its gross negligence; or (b) fraud or fraudulent misrepresentation on the part of such party;

11.1.2 exclude or limit a party's liability under any indemnity given in this Agreement or any Work Order; or

11.1.3 exclude or limit the Supplier's liability for breach of Clause 9 (Intellectual Property Rights), Clause 10 (Compliance), Clause 13 (Confidentiality), Clause 17 (Data Protection) or Clause 18 (Security) or for any deliberate or wilful default by the Supplier.

11.2 Subject to Clause 11.1, neither Company, Customer, nor Supplier shall be liable for any indirect, special or consequential damages or losses or any loss of profits (whether direct or indirect), loss of goodwill, loss of business, loss of revenue or loss of anticipated savings.

11.3 The Supplier shall indemnify Company, each Operating Company and each Customer (collectively, the "**Company Indemnitees**") and keep the Company Indemnitees indemnified from and against all Losses incurred and/or suffered by the Company Indemnitees arising out of or in connection with:

11.3.1 a claim that a Company Indemnitee's receipt or use of the Services and/or any Deliverables infringes the Intellectual Property Rights or other rights of any third party; and

11.3.2 breach by the Supplier of Clause 9 (Intellectual Property Rights), Clause 10 (Compliance), Clause 17 (Data Protection) and/or Clause 18 (Security).

In the event that a third party brings a claim against a Company Indemnitee in respect of a matter which is the subject of the Supplier's indemnities under this Clause 11.3, the Supplier shall, at its cost, provide the relevant Company Indemnitee with all assistance as

may be required to defend or settle the claim and indemnify the Company Indemnitees as set forth in this Agreement.

- 11.4 The Customer shall indemnify the Supplier, and keep the Supplier indemnified from and against all Losses incurred and/or suffered by the Supplier arising out of or in connection with (i) the nature or use of Company, Customer or Customer's Client's products or services; (ii) use of Customer Clients' materials about such Customer Clients' companies, their products or services, or about their competitors and any of their products or services, where such materials are provided by Customer to Supplier and approved by Customer specifically for the purpose of Supplier incorporating such approved materials in the Deliverables; or (iii) infringement or claims of infringement arising out of Customer Materials, except to the extent that any such Losses above are subject to indemnification by Supplier as set forth in Section 11.3 above.

In the event that a third party brings a claim against Supplier in respect of a matter which is the subject of the Company's indemnities under this Clause 11.4, the Company shall, at its cost, provide Supplier with all assistance as may be required to defend or settle the claim and indemnify the Supplier as set forth in this Agreement.

- 11.5 Subject to Clauses 11.1, 11.2, and 11.4 but notwithstanding any other provision of this Agreement), the maximum, annual aggregate liability of Company and the Operating Companies (collectively) to the Supplier, whether in contract (including under any indemnity), tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with this Agreement (including any and all Work Orders made under it) shall not in a Term Year exceed a sum equal to the total Fees paid to the Supplier under this Agreement (including any and all Work Orders made under it) during the relevant Term Year.
- 11.6 Subject to Clauses 11.1, 11.2, and 11.4, but notwithstanding any other provision of this Agreement, the maximum, annual aggregate liability of each Customer, whether in contract (including under any indemnity), tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with each Work Order to which such Customer is a party shall not in a Term Year exceed an amount equal to the total Fees paid by the relevant Customer to the Supplier under the relevant Work Order during the relevant Term Year.
- 11.7 Subject to Clause 11.1, 11.2, and 11.3 the Supplier's maximum annual aggregate liability under this Agreement (including any Work Order) (whether in contract, tort including negligence or otherwise) shall not exceed, per claim, the amount which is 200% (two hundred percent) of the total Fees paid or payable to the Supplier under this Agreement in the period of twelve months preceding the date of the claim.
- 11.8 After Supplier has issued material to the press or to another third party, its use is no longer under Supplier's control. Supplier cannot assure the use of materials by any media or that any information published will accurately convey the information provided by Supplier.

12 **INSURANCE**

During the Term and for a period of 2 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, insurance to cover the liabilities that may arise under or in connection with this Agreement, and shall produce to the Customer on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance. The insurance policies and level of cover that the Supplier is required to have in place shall include, at a minimum:

Insurance	Level of cover
Professional indemnity and cyber	\$5 million per occurrence plus Company to be named as additional insured
Public liability	\$5 million
Employers' liability	\$5 million
Business vehicle	\$5 million

13 **CONFIDENTIALITY**

- 13.1 The Supplier shall (and shall procure that all Supplier Personnel shall) treat and safeguard as private and confidential all Confidential Information and shall not disclose, reproduce, copy, use or exploit in any way for any purpose any such Confidential Information except as may be strictly necessary in order to properly perform the Services.
- 13.2 Upon the written request of Company and/or a Customer, the Supplier shall immediately return any Confidential Information which may be in its possession, together with any copies which have been made. Notwithstanding the foregoing, Supplier may retain Confidential Information to the extent necessary to comply with applicable law or regulation, and bona fide document retention, internal compliance, or back/archiving policies.
- 13.3 The obligations in this Clause 13 shall not apply to any Confidential Information which is (i) in the public domain other than as a result of any breach by the Supplier (or Supplier Personnel) of the terms of this Agreement; (ii) any Confidential Information which is required to be disclosed by Applicable Law, subject to compliance with Clause 13.4 in respect of such disclosure; (iii) rightfully in Supplier's possession before receipt from the Company or Customer; (iv) rightfully received by Supplier from a third party without a duty of confidentiality; or (v) is independently developed by Supplier.
- 13.4 The Supplier shall give Company and/or each Customer as much notice as legally possible of any disclosure of Confidential Information required by Applicable Law under Clause 13.3 and shall take into account the requests of Company and the Customer(s) in relation to the content of such disclosure to the extent legally permissible.
- 13.5 The Supplier agrees that the restrictions contained in this Clause 13 are reasonable and necessary for the protection of Company and each Customer.

14 **TERMINATION**

- 14.1 Company may terminate this Agreement for convenience by giving not less than 60 (sixty) days' written notice to the Supplier at any time during the Term.
- 14.2 Company may terminate this Agreement and the relevant Customer may terminate any Work Order (to which it is party) with immediate effect at any time by giving written notice of termination on the Supplier, if:
- 14.2.1 the Supplier is in material breach of this Agreement and/or a Work Order which, if capable of remedy, is not remedied within 14 (fourteen) days of being given notice to do so by Company and/or the Customer;

- 14.2.2 an order is made or a resolution is passed for the winding up of the Supplier, or the Supplier has a receiver or administrator appointed of the whole or any part of its assets or undertaking, or circumstances arise which entitle the court or a creditor to appoint a receiver or manager or which entitles the court to make a winding up or administration order, or makes an arrangement with creditors or if the Supplier is unable to pay its debts as and when they fall due (or the material equivalent of any of the foregoing occurs in any jurisdiction); or
 - 14.2.3 the Supplier suffers a change of control or disposes of all or substantially all of its assets relevant to the performance of the Services.
- 14.3 Supplier may terminate this Agreement and any Work Order (to which it is party) with immediate effect at any time by giving written notice of termination to the Company or Customer, if:
 - 14.3.1 the Company or Customer is in material breach of this Agreement and/or a Work Order which, if capable of remedy, is not remedied within 14 (fourteen) days of being given notice to do so by Supplier;
 - 14.3.2 an order is made or a resolution is passed for the winding up of the Company or the Customer, or the Company or Customer have a receiver or administrator appointed of the whole or any part of its assets or undertaking, or circumstances arise which entitle the court or a creditor to appoint a receiver or manager or which entitles the court to make a winding up or administration order, or makes an arrangement with creditors or if the Company or Customer is unable to pay its debts as and when they fall due (or the material equivalent of any of the foregoing occurs in any jurisdiction).
- 14.4 A Customer may terminate a Work Order (to which it is party) for convenience by giving not less than 75 (seventy-five) days' written notice to the Supplier at any time during the Term, or such other shorter period set out in a Work Order.
- 14.5 In the event that any Work Order is terminated by a Customer as set out in this Clause 14 the operation of this Agreement or the operation of other Work Orders between other Customers and the Supplier shall not be affected other than as provided for in this Agreement and Customers will not be liable to pay any penalty or termination fee.

15 CONSEQUENCES OF TERMINATION

- 15.1 Upon expiry or termination of this Agreement or of any part of the Services for any reason, the Supplier will (at no additional cost to Company or any Customer) promptly:
 - 15.1.1 deliver all Confidential Information belonging to Company or the relevant Customer or disclosed to it by Company or the relevant Customer and any other material then in its possession or control relating to the Services to Company or the relevant Customer in a suitable format;
 - 15.1.2 without prejudice to Clause 15.1.1, immediately deliver to the Customer all Deliverables (whether or not then complete) and return all Customer Materials; and
 - 15.1.3 give all reasonable assistance and undertake all actions as are reasonably necessary to allow the Customer to minimise disruptions to the Services, facilitate the smooth transition of the Services to the Customer or any replacement supplier appointed by it and preserve the continuity of the Customer's business operation.

- 15.2 Upon expiry or termination of this Agreement by Company under Clause 14.1 or upon expiry or termination of a Work Order by the Customer under Clause 14.3 or on postponement or cancellation of any Services by the Customer under Clause **Error! Reference source not found.**, the Customer shall pay the Supplier for all reasonable pre-approved Fees incurred by the Supplier in the provision of the Services up to the effective date of expiry, termination, postponement or cancellation (as applicable), provided that the Supplier has used all reasonable endeavours to minimise and mitigate such Fees and further provided that the Supplier provides, to the Customer's reasonable satisfaction, documentary evidence of such Fees being incurred.
- 15.3 Expiry or termination (for any reason) of this Agreement or any Work Order shall be without prejudice to any rights which may have accrued up to the effective date of such termination and rights to terminate this Agreement or any Work Order shall be in addition to every other remedy or right, now or hereafter existing, including the right to recover damages which may be available.
- 15.4 Any provision of this Agreement or Work Order that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect (including Clause 9 (Intellectual Property Rights), Clause 11 (Liability and Indemnity), Clause 12 (Insurance), Clause 13 (Confidentiality) and Clause 16 (Audit)).

16 AUDIT

- 16.1 The Supplier shall keep and maintain at its principal place of business true, complete and accurate written books and records in connection with the Services (including timesheets, claims records, management information, invoices, expenses, costs, credit notes and records of any other financial transactions in relation to Services performed by it together with evidence of its compliance with Applicable Law and the terms of this Agreement) in accordance with generally accepted accounting and document retention principles during the Term and for a period of six (6) years thereafter. The Supplier shall permit Company and/or the Customer and/or its Client or Customer's authorised representative to inspect such records and books upon reasonable written notice at any time for the purposes of assessing the Supplier's compliance with this Agreement. The Customer does not intend to undertake an audit more than once a year although it shall retain the right (in its sole discretion) to carry out an audit at any time if it wishes to verify any claims or payments under any Work Order, or in the event of any issues or irregularities arising in connection with the Services or this Agreement.
- 16.2 The Supplier shall provide reasonable co-operation to the Customer and the Customer's representatives in connection with such audit, including, without limitation, making the Supplier's employees available to answer any questions the Customer and/or the Customer's representatives may have. Save for the circumstances set out in Clause 16.3, the Customer shall be responsible for all reasonable and documented costs of the audits in Clause 16.1.
- 16.3 If, as a result of an audit, the Customer discovers any overpayment in relation to the Services or non-compliance with the terms of this Agreement, the Supplier shall promptly rectify such non-compliance at its own cost and refund in full to the Customer the full amount of any overpayment and the costs of the relevant audit. For the avoidance of doubt, Supplier shall pay the costs of the audit if the overpayment exceeds 3% of the total payments to Supplier.

17 DATA PROTECTION

- 17.1 The Supplier shall, in providing the Services under this Agreement and any Work Order, comply at all times with:

17.1.1 all of its obligations under Applicable Data Protection Law; and

17.1.2 the provisions of Schedule 2.

18 **SECURITY**

The Supplier shall comply at all times with the WPP Data Privacy and Security Charter (being one of the Customer Policies) in providing the Services under this Agreement and any Work Order, as if it were a WPP 'operating company' for such purpose.

19 **NOTICES**

- 19.1 A notice given under or in connection with this Agreement ("**Notice**") shall be in writing, in English and delivered personally or sent by first class post (or air mail if overseas) to the party due to receive the Notice to the address specified in Clause 19.2, or to another address specified by that party by written notice in accordance with this Clause.

- 19.2 The address referred to in Clause 19.1 is:

19.2.1 in the case of notices to Company or a Customer:

Address: Sea Containers, 18 Upper Ground, London SE1 9GL, UK
marked for the attention of Group Chief Counsel and Head of Sustainability

With a copy to:

Address: Sea Containers, 18 Upper Ground, London SE1 9GL, UK
Attention: Chief Procurement Officer

19.2.2 in the case of notices to the Supplier:

Address: Finn Partners, Inc., 1675 Broadway, New York, NY 10019 marked for the attention of Martin Ettlemyer, CFO

With a copy to:

Address:
Attention:

- 19.3 Unless there is evidence that it was received earlier, a Notice is deemed given: (a) if delivered personally, when left at the address referred to in Clause 19.2; (b) if sent by mail other than air mail, two (2) Working Days after posting it; and (c) if sent by air mail, five (5) Working Days after posting it.

20 **GENERAL**

- 20.1 **Assignment and subcontracting.** No party may assign or in any way transfer, novate, or dispose of any of their rights or obligations under this Agreement or any Work Order without the prior written consent of the other applicable party except that where Customer undergoes an internal reorganisation or restructuring, Customer may assign its rights or

transfer its obligations to any subsidiary (direct or indirect) of WPP plc. The Supplier may not subcontract any or all of its rights or obligations under the Agreement without the prior written consent of Company. If Company consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

- 20.2 **Publicity.** Except as required under Clause 10, the Supplier shall not make any press or public announcements or otherwise publicise this Agreement or any Work Order or the provision by the Supplier of the Services; or refer to or use any business name, logo or trademarks whether registered or not of Company or any Customer in any promotional communications without Company's prior written consent. For the avoidance of doubt, required disclosures under Clause 10 may be subsequently available to the public via government websites and may be reported by media outside of Supplier's control.
- 20.3 **Entire agreement.** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.4 **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties or their authorised representatives.
- 20.5 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 20.6 **Remedies cumulative.** The express rights and remedies provided by this Agreement are cumulative and do not exclude any other rights or remedies provided by law or equity or otherwise, except to the extent that the rights and remedies of a party are expressly excluded or restricted by the terms of this Agreement.
- 20.7 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of this Agreement.
- 20.8 **No partnership or agency.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 20.9 **Third party rights.** Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement. Despite the foregoing, this Agreement is intended to benefit each Customer and Clauses 6.2 and 11.3 are also intended to benefit each Indemnatee, and to be enforceable by such persons, although the parties to this Agreement do not require the consent of any third party to rescind or terminate this Agreement or to vary it in any way.
- 20.10 **Counterparts.** This Agreement and any Work Order may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original and which together shall constitute one

instrument.

20.11 **Governing law.** The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

20.12 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

IN WITNESS of which the parties signed this Agreement on the date first set out above.

Signed by Mark Hinton-Jones

for and on behalf of

Burson Group Ltd



.....

[signature]

Chief Financial Officer, UK

Signed by Martin Ettlemeyer

for and on behalf of

Finn Partners, Inc.



.....

[signature]

Chief Financial Officer

SCHEDULE 1

TEMPLATE WORK ORDER

This Statement of Work ("SOW") is entered into between Burson Group Ltd ("Burson") and FINN Partners ("FINN") (collectively, the "Parties").

1. Term

2. Scope of Work

3. Fee and Payment Terms

4. Limitation of Responsibility

5. Additional Terms Mandated by Client

By: _____

Authorized Representative, Burson Group Ltd / **DATE**

By: _____

Authorized Representative, Finn Partners, Inc. / **DATE**

-ENDS-

SCHEDULE 2

DATA PRIVACY

1 Definitions

1.1 In this Schedule, unless the context otherwise requires:

"Authorised Person" means: (a) any member of the Supplier Personnel; (b) any IT Infrastructure Provider, in each case who need(s) to know, access or otherwise process Customer Personal Data in order for the Supplier to perform the Services or otherwise comply with its obligations under this Agreement;

"Customer Personal Data" means Personal Data, or any part of such Personal Data, of which a Customer is the data controller and in relation to which the Supplier is providing Services under this Agreement;

"Data Security Breach" means any actual unauthorised or unlawful processing of Customer Personal Data or any actual unauthorised or unlawful destruction of, or damage to Customer Personal Data, which in any case, results in a loss or misuse of such Customer Personal Data;

"IT Infrastructure Provider" means a third party that is engaged to provide outsourced cloud computing, back-office support, and/or IT infrastructure services for the benefit of the Supplier (and provided always that such engagement is not specifically for the Services being provided to Customer);

"Personal Data" has the meaning given in GDPR, but data is also personal data for the purposes of this Agreement if:

- (a) it relates to legal persons and its processing, under or in connection with this Agreement, is subject to any Applicable Data Protection Law that apply to data about legal persons as well as data about natural persons; or
- (b) it includes any of the following information and its processing, under or in connection with this Agreement, is subject to any U.S. federal or state law or regulation: name, address, telephone number, fax number, social security number, DEA number, other government issued identifier, credit card information, medical insurance identifiers, IP addresses, e-mail addresses and information relating to the past, present or future health or condition (physical or mental) of an individual;

"Regulatory Body" means any regulator or any other regulatory body or court, in any jurisdiction which regulates or governs any aspect of the Supplier or the Customer's compliance with Applicable Data Protection Law;

"Subcontractor" means any third party engaged by the Supplier to provide any part of the Services or any of the Deliverables; and

"Unauthorised Person" means any person other than an Authorised Person.

1.2 In this Schedule, unless the context otherwise requires, any references to **"data controller"**, **"data processor"**, **"data subject"**, **"processing"** (and its derivatives, including **"process"**), and **"sensitive personal data"** shall have the meanings given in, and be interpreted in accordance with, the Applicable Data Protection Law.

2 Customer Personal Data

- 2.1 **Supplier's use of Customer Personal Data.** The Supplier undertakes to the Customer that it shall not: (a) process any Customer Personal Data for any purpose other than performance of the Services (unless otherwise agreed in writing between the parties); or (b) save to the extent required by Applicable Law, or with Customer's express written consent, disclose any Customer Personal Data to any Unauthorised Person, without Customer's consent.
- 2.2 **Customer's provision of Customer Personal Data.** The parties shall agree, in each Work Order, whether the Services to be provided under that Work Order involve the processing of any Customer Personal Data, including the data type to be processed and the jurisdiction(s) in which the Supplier will be providing such processing Services.

3 Data Protection

3.1 General

- (a) Each party shall comply with all Applicable Data Protection Law in relation to any Customer Personal Data processed under this Agreement.
- (b) The Supplier warrants that:
 - (i) it has appropriate technical and organisational measures in place to ensure that its processing of Customer Personal Data complies with Applicable Data Protection Law; and
 - (ii) those measures ensure the confidentiality, integrity, availability and resilience of the Supplier's systems and services, ensuring that availability of and access to Customer Personal Data can be restored in a timely manner after an incident;
 - (iii) it has the expertise, knowledge and resources to comply with its obligations under this Schedule 2.
- (c) The Supplier shall maintain written records of all Customer Personal Data processing activities carried out on behalf of Customer under this Agreement containing the information prescribed by GDPR (if applicable) and shall provide access to and copies of such records promptly on request. In addition, following a request from the Customer, the Supplier shall promptly provide to the Customer a copy of all Customer Personal Data that the Supplier or (if applicable) its Subcontractors hold, in the same format as the one used by the Customer to transfer Customer Personal Data to the Supplier.
- (d) The Supplier shall not transfer any Customer Personal Data to a country that is outside the European Economic Area and is not recognised by the European Commission as providing an adequate level of protection for Personal Data unless the transfer is expressly permitted in the Work Order or the Supplier has the prior written consent of the Customer.

3.2 Supplier Personnel

Where the Supplier processes Customer Personal Data, then the Supplier shall:

- (a) process that Customer Personal Data only on the documented written instructions of the Customer (whether in a Work Order or otherwise) unless the Supplier is required by Applicable Data Protection Law to otherwise process that Customer Personal Data (in which case the Supplier shall, unless prohibited, promptly notify the Customer of the same before performing the processing required Applicable Data Protection Law);
- (b) take necessary steps to ensure the reliability of any of the Supplier Personnel who have access to Customer Personal Data;
- (c) ensure that access to Customer Personal Data is limited to those members of Supplier Personnel who reasonably need to access the Customer Personal Data in order to provide the Services or otherwise to meet the Supplier's obligations under this Agreement; and
- (d) ensure that Supplier Personnel who have access to Customer Personal Data:
 - (i) are informed of the confidential nature of the Customer Personal Data;
 - (ii) have undertaken training in the Applicable Data Protection Law relating to processing personal data; and
 - (iii) will comply with the Supplier's obligations in respect of the processing of Customer Personal Data set out in this Schedule.

3.3 **Data subjects.** The Supplier shall notify Customer immediately of any notice or complaint received by the Supplier during the Term from any person relating directly to the Supplier's processing of Customer Personal Data and the Supplier's compliance with Applicable Data Protection Law under or in connection with this Agreement and any request received by the Supplier during the Term from a data subject for access to that individual's Customer Personal Data, and the Supplier shall assist the Customer in taking such action as the Customer deems appropriate to deal with any such notice, complaint or request so received by the Supplier.

3.4 **Subcontracting.** The Supplier may only authorise a Subcontractor to process Customer Personal Data with the Customer's prior written consent and provided that the Subcontractor is obliged to comply with terms relating to its processing of Customer Personal Data that are substantially the same as those set out in this Schedule. The foregoing shall not require the Supplier to obtain the Customer's prior written consent to use IT Infrastructure Providers in connection with the performance of its Services, provided always that any Customer Personal Data transferred to an IT Infrastructure Provider by the Supplier is limited to such part or parts of Customer Personal Data as is reasonably necessary to provide the relevant Services and any IT Infrastructure Provider is contractually obliged to comply with Applicable Data Protection Law relevant to the processing of personal data. The Customer may subsequently withdraw its consent to the engagement of a Subcontractor where it has reasonable grounds for doing so (including where the Customer has concerns over the ability of the subcontractor to process the Customer Personal Data in the manner contemplated by this Agreement) and in such circumstances, the Supplier shall cease to use the Subcontractor to process Customer Personal Data.

4 **Data Security Breach**

4.1 The Supplier will notify the Customer within 24 (twenty-four) hours of identifying a Data

Security Breach.

- 4.2 Following any notification to the Customer under paragraph 4.1 above, the Supplier will:
- (a) cooperate fully with the Customer to support any data recovery process;
 - (b) cooperate with any investigation that the Customer requires by providing relevant findings from the Supplier's internal investigations;
 - (c) support the development and delivery of any legal notices and/or any referral to a Regulatory Body required under Applicable Data Protection Law;
 - (d) collect and preserve all evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to the Data Security Breach, which shall meet reasonable expectations of forensic admissibility; and
 - (e) document the incident response and remedial actions taken in detail, which shall meet reasonable expectations of forensic admissibility.

5 Data Security Audits

- 5.1 The Supplier shall maintain complete and accurate records and information to demonstrate its (and each of its Subcontractor's) compliance with this Schedule 2 and the Supplier shall provide the Customer with all such records and information requested by the Customer to enable the Customer to verify the same.
- 5.2 Without prejudice to paragraph 5.1 above, the Customer shall be entitled to inspect, test and audit or appoint representatives to inspect, test and audit, all facilities, premises, equipment, systems, documents and electronic data relating to the processing of Customer Personal Data by or on behalf of the Supplier and the Supplier shall cooperate and assist the Customer (and its representative) with each inspection, test and audit. The Customer shall be permitted (as part of any inspection, test or audit) to: (i) require the Supplier to complete questionnaires to elicit the required information; and (ii) interview the Supplier Personnel.
- 5.3 Without prejudice to the Customer's other rights and remedies under this Agreement, in the event that Customer identifies any non-compliance with this Agreement as a result of the exercise of its rights under paragraphs 5.1 or 5.2, the Supplier shall:
- (a) remedy the non-compliance and shall take such steps as the Customer reasonably requests for this purpose; and
 - (b) where a material error is found reimburse the Customer for the costs and expenses incurred by the Customer in connection with the exercise of its rights.

Burson

Statement of Work: US PR Support for RAKGMO

This Statement of Work: US PR Support for RAKGMO ("SOW") is entered into between Burson Group Ltd ("Burson") and Finn Partners, Inc. ("Finn") (collectively, the "Parties"). The Parties agree that this SOW shall be governed by the terms and conditions of the Master Services Agreement between Burson and Finn Partners, Inc., dated 27 October 2025 (the "Agreement").

This SOW outlines the scope of work for Finn in support of Ras Al Khaimah Government Media Office's ("RAKGMO") objectives. It is understood that no work will commence until Burson receives the relevant purchase order from RAKGMO authorizing this engagement.

1. Term

This SOW will become effective upon execution by both Parties and shall continue thereafter until December 31, 2026, unless the services are completed earlier or this SOW is terminated pursuant to the terms of the Agreement.

2. Scope of Work

This scope of work outlines how Finn will work for RAKGMO, subcontracted by Burson, to strengthen visibility, showcase leadership, and create meaningful opportunities for global influence, anchored in high-impact media relations.

Media Engagement & Tours

At the heart of this program is an intensive media relations campaign to position Ras Al Khaimah as a trusted source of insight and leadership across its priority sectors. All other activities (messaging, content development, events, and strategic counsel) will be designed to reinforce and maximize the impact of our proactive media outreach.

- **Delegation Engagement:** Positioning senior-level RAK representatives during upcoming U.S. visits as central media moments, with proactive interview scheduling, feature placements, and sector commentary tied to the visit.
- **Proactive Media Pitching:** Ongoing outreach to top-tier U.S. journalists across business, technology, real estate, and tourism beats, ensuring a consistent drumbeat of coverage throughout the engagement.
- **Media Tours:** Planning and coordination of multi-city U.S. media tours for RAK representatives to deepen relationships with priority reporters and editors, ensuring alignment with RAK's sector priorities.

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- **FAM Trip to Ras Al Khaimah:** Securing and managing logistics for a Familiarization (FAM) trip that immerses select U.S. journalists in the Emirate's strengths, with itineraries aligned to sector priorities to maximize coverage.

Ongoing Strategic Counsel

- Providing proactive and reactive counsel to ensure consistency of messaging, capitalize on timely media opportunities, and adapt to evolving priorities.
- Leveraging Finn's broad expertise across business, technology, financial services, Real Estate, and tourism sectors.

Additional Program Elements

In addition to proactive media relations, media engagement tours, and FAM trip execution outlined above, Finn will deliver the following program elements to ensure success and maximize visibility for Ras Al Khaimah:

- **Account Management:** Senior-level advisors available at all times to provide counsel and support, as well as a dedicated day-to-day account liaison serving as the primary point of contact to ensure seamless communication and coordination.
- **Senior In-Person Delegate Support:** Senior, experienced team members at Finn will provide on-the-ground, in-person support for Ras Al Khaimah delegates or delegations during visits to the U.S. This includes accompanying representatives to media interviews, events, and meetings (as deemed necessary); ensuring seamless coordination and execution of schedules; and serving as trusted counsel and point of contact throughout the visit(s) to maximize impact and visibility.
- **Meetings:** Weekly calls to review account activities, discuss priorities and track/evaluate progress, refine strategy (as deemed necessary), and align on evolving priorities, with all action items documented in a live online tracker for full transparency and visibility.
- **Strategic Messaging Development:** Crafting and refining compelling narratives for the U.S. aligned to RAK's sector priorities, ensuring consistency across all communications and media engagements.
- **Media Landscape Mapping:** Identifying, profiling, and prioritizing top-tier journalists and outlets across business, technology, financial services, tourism, and real estate sectors to ensure targeted outreach.
- **Content Development:** Drafting press materials, thought leadership articles, briefing documents, and backgrounders that position RAK as a leader across its priority sectors.
- **Spokesperson Preparation:** Providing media training (as needed), briefing materials, and senior counsel to RAK representatives ahead of interviews, media tours, and general press engagements.
- **Event Support:** Advising and assisting with media-related aspects of key events, conferences, or announcements where RAK has a presence.

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- **Reporting & Measurement:** Delivering regular reporting on outcomes, media coverage, and progress against objectives, with insights and recommendations to refine future activity.

3. Fee and Payment Terms

The fixed fee for the project set forth in this SOW is USD \$25,000 per month exclusive of VAT. Should the campaign evolve and the required work exceed the agreed budget, Burson will collaborate with RAKGMO to align on priority activities to be delivered within the available scope.

Payment terms in respect of all Finn invoices are 60 days from the date of invoice. Payment of such fees is dependent on Burson receiving the relevant purchase order from RAKGMO and as outlined above. No work will commence until Burson receives this.

In addition to fees, Finn should invoice costs and out-of-pocket (OOP) expenses incurred in the course of performing this SOW. These will be agreed with Burson and RAKGMO prior to incursion.

4. Limitation of Responsibility

Finn acknowledges that Burson's role is to coordinate and oversee activities on behalf of RAKGMO. While Burson will provide strategic guidance and facilitate collaboration, it will not be held liable for Finn's performance or fulfilment of specific deliverables under this SOW except to the extent where Finn reasonably relies on information, direction, recommendations, or other materials provided by Burson in connection with Burson's coordination or management of the global relationship with RAKGMO.

5. Additional Terms Mandated by Client

Finn acknowledges that Burson is bound by certain contractual obligations as set out in Burson's contract with RAKGMO, a copy of which has been supplied to Finn. Finn will comply with all provisions of the contract between Burson and RAKGMO that are applicable to Finn as a "Subcontractor" of Burson.



By: _____

Authorized Representative, Burson Group Ltd / 27/01/26

Burson



By: _____

Authorized Representative, Finn Partners, Inc. / January 27, 2026