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OMB No. 1124-0006; Expires May 31, 2020

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .49 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, Registration 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 and Address of Registrant	2. Registration No.
BCW LLC 1801 K Street NW, Suite 9000 Washington DC 20036	6227

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Government of Ras Al Khaimah	8th Floor Business Centre 4, Wing B RAK Free Trade Zone Authority Al Nakheel Ras Al Khaimah

5. Indicate whether your foreign principal is one of the following:

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

6. 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 with whom registrant deals

Ms Heba Fatani, Executive Director

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

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

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

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8. 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 ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. 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, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature
June 12, 2019		/s/ Sharon Balkam eSigned

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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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .33 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, Registration 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 No.
BCW LLC	6227

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, the fees and expenses, if any, to be received.

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

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

Strategic communications services to support Ral Al Khaimah's objectives in the U.S. and Europe.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

Strategic communications services to support Ral Al Khaimah's objectives in the U.S. and Europe.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
June 12, 2019		/s/ Sharon Balkam eSigned

Footnote: "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.

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RAK Media Office, Government of Ras Al Khamah /BCW LLC
Engagement Letter

May 29, 2019

Ms. Heba Fatani
Executive Director
RAK Media Office, Government of Ras Al Khaimah
8th Floor Business Centre 4, Wing B
RAK Free Trade Zone Authority
Al Nakheel
Ras Al Khaimah
United Arab Emirates

Dear Ms. Fatani:

This letter of engagement ("**Engagement Letter**") outlines the role, scope of work, and specific financial and billing terms of BCW LLC ("**BCW**") for the services specified below to be rendered to **RAK Media Office, Government of Ras Al Khaimah** ("**Client**") which will commence upon receipt of initial payment of funds from Client and continues through May 31, 2020 ("Term"), unless (a) the Term is extended in the form of an amendment to this Engagement Letter; or (b) the Engagement Letter is terminated in accordance with the terms set forth herein. It is understood that this Engagement Letter complements and is governed by BCW's Legal Contract Terms and Conditions, dated May 29, 2019 ("**Agreement**") that has been submitted under separate cover. In the event of any conflict between this Engagement Letter and the Agreement, the Agreement shall prevail, unless it is specifically set forth in this Engagement Letter that the conflicting term in the Engagement Letter will govern. By mutual agreement, both parties may extend this Engagement Letter with the same or renegotiated fees and scope on an annual basis.

Scope of Work:

During the Term of this Engagement Letter, BCW may provide Client with the following professional services within the U.S. and U.K. markets:

- Strategic communications counsel: including media plans, media outreach, media preparation and thought leadership/elevation strategy
- Public affairs counsel
- Message development and refinement
- Content creation and adaptation for local markets
- Thought leadership conference, events and media support
- Issue management support and legal media counsel and support

Any services or deliverables not expressly identified under this Engagement Letter are (a) deemed out-of-scope, (b) not included in the Monthly Retainer (as later defined under Financial Terms), and (c) will not be performed by BCW, unless the parties enter into an amendment or change order to this Engagement Letter, which must be signed by authorized signatories of both parties in order to be effective. In addition, BCW will not be in breach of its obligations under this Engagement Letter for such non-performance.

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Financial Terms:

- For the provision of services and deliverables, BCW will charge Client a monthly retainer in the amount of $84,000.00 ("Monthly Retainer") for the Term, exclusive of taxes including VAT, and will be billed to Client as stated in the Billing/Payment Terms below.

- In the event the level of effort increases under this Engagement Letter, which requires an elevation of the Monthly Retainer due and payable from Client to BCW, the parties acknowledge that they shall mutually agree upon any additional amounts prior to the continuation of services at the excess level of engagement. Upon such mutual agreement, Client shall be invoiced for the additional amounts, which will be due within 30 days of receipt.

- Work requested by the Client in countries outside of the US & UK is outside of this Engagement Letter and scope of work will require an additional engagement letter and separate budget under the Agreement. Scope of work, fees and costs will be determined on a case-by-case basis, including additional staffing required.

- Actual and documented expenses including but not limited to items such as: postage, messenger, long distance telephone charges, media monitoring, subscriptions and fees, fees for filing under FARA and any other required legal and compliance fees (such as those associated with international governance, risk and compliance), design, artwork and photography, travel and related expenses, paid media and sponsorships, VAT and other taxes and fees as required by law, and 3rd party vendor invoices will be billed in addition to the fees noted above. Expenses relating to design, artwork and photography, travel and related expenses, paid media and sponsorships should only be incurred once prior written approval has been obtained from the Client. For services requested by the Client that are outside of those offered internally by BCW and require a 3rd party, such costs (e.g., design, artwork, photography, paid media and sponsorships) will bear a commission of 10%.

Billing/Payment Terms:

- An invoice in the amount of USD$218,000 ("Initial Invoice"), which is inclusive of the $84,000 per month for June and July) and an estimate of USD$50,000 for international travel expenses, will be sent to Client immediately. Payment of this Initial Invoice is due upon receipt and prior to the commencement of services. Thereafter, commencing in July, on or about the first of each month, an invoice in the amount of USD$84,000, to cover the following month, will be sent to Client. Except for the Initial Invoice, payment of all invoices is due within thirty (30) days.

- An upfront payment for 30 days' monthly retainer is required each month.

- Expenses will be invoiced monthly as incurred with the exception of international travel. When requested by Client to travel internationally, BCW shall invoice Client an estimate for anticipated expenses prior to the travel date. Payment of estimated travel expense invoices are due promptly upon receipt. All estimated travel will be reconciled upon completion of each trip. Expenses shall be listed on a category basis (e.g. telephone, fax, photography, etc.). Supporting documentation will be provided to the Client.

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Except as may otherwise be noted above, payment of all invoices is due within 30 days of the invoice date, unless advance payments to third parties are required or international travel is requested. In the case of advance payments or deposits to third parties, Client agrees to pay BCW within 30 days of receipt iof a BCW invoice for any such third-party invoice.

Payments may be wire transferred to the following account:

Beneficiary Bank:	Wells Fargo Bank NA
Address:	420 Montgomery Street San Francisco, CA 94104
Account Name:	[redacted]
Account#:	[redacted]
ABA Routing#:	[redacted]
Swift Code:	[redacted]
Chips Code:	[redacted]

BCW reserves the right, at its sole discretion, not to commence or continue any services under this Engagement Letter if Client fails to remit any payment due hereunder within the timeframe specified herein. It is clearly understood and agreed that should BCW exercise its right hereunder, BCW shall not be liable for any costs whatsoever (including without limitation, any cancellation fees or penalties), arising out of or resulting from BCW exercising such right.

Any work beyond the Scope of Work outlined in this Engagement Letter will be negotiated separately and outlined in a separate engagement letter on a per project basis. No such additional work will begin without the prior written approval of both parties.

This Engagement Letter can be cancelled at any time by either party. The Client may cancel with thirty (30) business days' written notice to the other party. BCW may cancel with ninety (90) business days' written notice to the other party. In either instance, Client will be responsible for payment of the Monthly Retainer (or pro-rata portion thereof) plus expenses incurred to date (including all fees due during the cancellation period following the notification).

The Engagement Letter may be immediately cancelled by either party in the event of negligence, fraud or misconduct by the other party or in the event that that either party commits a material breach of this Engagement Letter.

Please indicate your confirmation and acceptance of the above by signing in the space provided below and returning one (1) original signed copy of this Engagement Letter.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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Yours sincerely,

BCW LLC

By: Shaila B Manyam

Name: Shaila B Manyam

Title: Senior Vice-President

Date: 29 May 2019

BCW LLC

By: Sharon Balkam

Name: Sharon Balkam

Title: EVP / Finance Director

Date: 29 · May · 2019

Accepted and agreed upon by an authorized signatory of:

RAK Media Office, Government of Ras Al Khaimah

By:

Name: Heba Fatani

Title: Exec. Director

Date: 30th May 2019

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Legal Contract Terms and Conditions

May 29, 2019

Ms. Heba Fatani
Executive Director
RAK Media Office, Government of Ras Al Khaimah
8th Floor Business Centre 4, Wing B
RAK Free Trade Zone Authority
Al Nakheel
Ras Al Khaimah
United Arab Emirates

Dear Ms. Fatani:

We are pleased to submit this letter of agreement ("**Agreement**") outlining the terms and conditions under which BCW LLC ("**BCW**") will provide evidence-based communications and public relations counsel to **RAK Media Office, Government of Ras Al Khaimah** ("**Client**").

1. Business Terms & Conditions

1.1 BCW through its domestic and international offices, affiliates and subsidiaries will render such professional services as Client and its domestic and international offices, affiliates, subsidiaries, sibling entities, and franchises shall from time to time request. Such services shall include, but not be limited to issues counseling, crisis management, corporate positioning, developing consumer marketing solutions, merger and acquisitions communications, healthcare initiatives, government lobbying, and formulating public relations plans. Each time such services are to be rendered, they will be mutually agreed to in advance and set forth in a separate document called an ("**Engagement Letter**"), which will detail the scope of the work to be completed, all estimated fees and expenses and billing and payment terms. Each Engagement Letter entered into by BCW and Client in connection herewith shall become a part of and shall be read in conjunction with this Agreement, and shall be governed by all terms and conditions contained herein.

1.2 Client will be asked to approve all programs of activity and all production budgets with a dollar value greater than $1,000.00 or statements prepared on behalf of Client by BCW.

1.3 Client agrees to designate specific members of its organization as agents responsible for approving materials, programs and projects produced or developed by BCW.

1.4 Where BCW uses any third parties to complete any of the services, BCW shall provide a full profile of such third party to the Client and shall obtain the Client's prior written consent before instructing such third party.

2. Ownership and Copyrights

2.1 Except for materials where any intellectual property rights are vested in a third party, such as photographic negatives, unused design visuals, color separations, printing plates, artwork, etc., in

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which case such rights shall remain the property of such third party, all finished materials prepared for and on behalf of Client, and paid for by Client, that Client indicates in writing to BCW during the term hereof as being specifically within the designated plans for adoption and exploitation by Client, shall be, as between BCW and Client, Client's property exclusively and will be given to Client at Client's request or upon termination or expiration of this Agreement.

2.2 BCW undertakes to use all reasonable care in the handling and storing of Client's materials but shall not be liable for loss, damage or destruction of such materials howsoever caused or for any other losses (consequential or otherwise) of any nature arising therefrom. The handling and storing of any materials are managed by BCW's Chief Information Officer.

2.3 In purchasing materials or services on Client's behalf, BCW will act as agent for Client and may state this relationship in contracts.

3. Confidentiality

3.1 Each party acknowledges that it will receive information relating to the other party which that disclosing party ("Disclosing Party") regards as confidential. Such information includes information relating to the Disclosing Party's clients, customers, businesses, business plans or affairs, strategies, employee information and pricing ("Confidential Information"). Confidential Information shall include any document marked "Confidential", or any information which the receiving party ("Receiving Party") has been informed is confidential or which it ought reasonably to expect the Disclosing Party would regard as confidential. Therefore, the Receiving Party, on behalf of itself and its employees, hereby covenants and agrees that it:

a) will keep confidential the Disclosing Party's Confidential Information and ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information;

b) will not disclose any of the Disclosing Party's Confidential Information to any person outside of the employment of the Receiving Party, unless to do so is required in connection with the performance of its obligations under the Agreement, and in such event the Receiving Party hereby agrees to obtain prior written approval from the Disclosing Party to make such disclosure and to obtain a confidentiality undertaking from such third parties on the same terms as this Section 3; and

c) will return to the Disclosing Party all such Disclosing Party's Confidential Information which is in a tangible form then in its possession or control at the termination of the Agreement, except that (i) one (1) copy of each electronic version of such materials may be retained by the Receiving Party and its representatives in their archives pursuant to such party's standard data backup and disaster recovery plans and (ii) the Receiving Party's outside legal counsel and accountants may retain one hard copy of such materials in its archives solely for regulatory or corporate records retention policy compliance and for dispute resolution; provided, however, that any Confidential Information contained in such format may not be used for any other purpose and that all obligations contained herein shall, with respect to any Confidential Information so retained, survive any termination of this Agreement.. The Receiving Party shall destroy or permanently erase (to the extent technically practicable)

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all copies of Confidential Information made by the Receiving Party and use all reasonable endeavors to ensure that anyone to whom the Receiving Party has supplied the Confidential Information destroys or permanently erases (to the extent technically practicable) such Confidential Information and any copies made by them.

3.2 It is further agreed that Confidential Information shall not include the following:

a) information that is in the public domain at the time of disclosure to the Receiving Party or which enters the public domain through no fault of the Receiving Party or its employees;

b) information that is in the possession of the Receiving Party or its employees at the time of disclosure to the Receiving Party; and

c) information that the Receiving Party, or its employees, lawfully receive from a third party.

3.3 Neither party shall be in breach of this Section 3 if it discloses the other party's Confidential Information in circumstances where such disclosure is required by law, regulation or order of a competent authority, provided that the other party is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

4. Indemnities

4.1 Client is responsible for the accuracy, completeness and propriety of the information that it provides to BCW concerning Client's products, services, organization and industry. Client is responsible for reviewing all publicity or other materials prepared by BCW under this Agreement and any Engagement Letter entered into in connection herewith to confirm that all representations, direct or implied, and submitted to Client by BCW for approval, are supportable by objective data then possessed by Client, and to confirm the accuracy and legality of the descriptions and depictions of the products and services of Client and its competitors. Client will be responsible for ensuring that all required consents are obtained for the use of all intellectual property contained in any materials or data supplied by Client to BCW in relation to BCW's services hereunder or under any Engagement Letter.

4.2 Client will indemnify and hold BCW harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees and expenses, that BCW is determined by a final, non-appealable court or arbitral tribunal to be liable for arising directly out of any of the following:

a) any publicity or other materials prepared or placed by BCW for Client, or other service performed by BCW for Client (which were approved by Client);

b) use of all intellectual property contained in any materials or data supplied by or at the direction of Client to BCW;

c) any alleged or actual defects in Client's services (including, without limitation, any claim for bodily injury or death);

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d) allegations that Client's activities violate or infringe upon the copyright, trademark, patent or other rights of any third party, or that Client's activities induce, promote or encourage the violation of or infringement upon the rights of any third party; or

e) Client's breach of its obligations under this Agreement or any Engagement Letter entered into in connection herewith.

4.3 In each case set out above at Section 4.2:

(a) The indemnities referred to shall not apply to the extent that any such losses incurred or suffered by or brought against BCW arises from the fraud, misconduct or negligence of BCW.

(b) BCW shall take all reasonable steps to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this Section 4.

4.4 Client's obligations under this Section 4 include payment by Client to BCW for all time charges and expenses (including reasonable attorney's fees and expenses) that are determined by a final, non-appealable court or arbitral tribunal to be incurred by BCW in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry to which Client does not object, served upon BCW that relates directly to Client, its business or its industry that arises out of any litigation, proceedings or investigations involving Client.

4.5 BCW will notify Client as soon as practicable of BCW's receipt of any notice or claim or demand or service of legal process involving any matter which Client has agreed to hold BCW harmless or any other matter involving the Client. .

4.6 It will be the responsibility of BCW to make certain that the necessary contracts or releases have been obtained with or from those who are directly engaged by BCW on behalf of Client and whose names, likenesses, testimonials, scripts, musical compositions, or similar materials or rights are used in the materials prepared under this Agreement or any Engagement Letter entered into in connection herewith, and BCW agrees to indemnify Client against any losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees and expenses, that Client may incur as a result of BCW's failure to obtain the above-mentioned contracts or releases. It is expressly understood that the foregoing indemnification by BCW shall not apply in situations where Client directly provides materials for use or arranges or signs such contracts, releases or agreements with third parties nor shall it apply where the claim arises from matters as to which BCW has advised Client of the risks involved and Client has agreed to accept those risks in which case Client shall indemnify BCW.

4.7 Client acknowledges that after any materials or information to be communicated hereunder has been issued to the media or any other third party, its use and dissemination is no longer under BCW's control. Client further acknowledges that BCW shall not be responsible for the accuracy of any information published by the media or any other third party. Client agrees and acknowledges that in issuing information hereunder BCW is acting solely as the agent of Client.

4.8 The terms and conditions of this Section 4 shall survive any termination of this Agreement.

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5. Force Majeure

Neither party shall be liable for any loss, damage, injury or delay due to any cause beyond its control including (without prejudice to the generality of the foregoing expression) acts of government, strikes, lockouts, fire, lightning, aircraft, explosion, flooding, riots, civil commotion, acts of war, terrorism, malicious mischief or theft provided that if the services to be rendered hereunder shall be interrupted by such causes as aforesaid to a serious degree, the fee payable in respect of the period of such interruption shall be reduced by such amount as the parties deem reasonable.

6. Non-Solicitation of Employees

BCW agrees not to solicit or hire Client's employees, who are directly or indirectly involved in matters related to this Agreement or any Engagement Letter entered into in connection herewith, for employment with BCW, and Client agrees not to solicit or hire BCW's employees, who are directly or indirectly involved in matters related to this Agreement or any Engagement Letter entered into in connection herewith, for employment with Client, with effect from the time that this Agreement comes into force until one (1) year after the expiry of this Agreement. In the event that either BCW or Client contravenes this Section 6, without obtaining the other party's prior written consent, such party will be liable to the other party for a one-time payment equal to fifty (50%) of the seduced employee's annual compensation.

7. Compliance with Laws

7.1 The parties hereto agree that BCW is subject to the provisions of the Foreign Corrupt Practices Act, 15 U.S.C. §78dd-2 (the "Act"). The parties hereto mutually agree, for themselves and their employees, agents and intermediaries, that they will not pay, and will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate, for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of the Act or inducing him/her or it to exercise his/her or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for BCW.

Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from the other party, the parties hereto will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office.

Should either party become aware of a possible violation of the Act, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, such party will give representatives designated by the other party immediate notice of such violation, facts or

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circumstances, and will cooperate fully, and direct all agents, employees and others that the other party may retain or direct in connection herewith, to cooperate fully, with any inquiry or investigation that the other party may conduct.

7.2 The parties hereto agree that in the event either shall hire or contract with any consultants or others to assist with fulfilling the terms of this Agreement or any Engagement Letter entered into in connection herewith, all such consultants or others shall execute and deliver an FCPA Undertaking in the form attached hereto as Exhibit A.

7.3 In addition to the above, BCW shall comply with the Foreign Agents Registration Act, as further defined under Exhibit B, as well as any other applicable United States laws (the "Applicable Laws"). In this context, and notwithstanding the confidentiality provisions set forth herein, the Client recognizes that this Agreement and the services set forth herein shall be disclosed as part of BCW's (and relevant subcontractors) compliance with the Applicable Laws, and the Client agrees to cooperate with BCW in complying with the Applicable Laws.

7.4 BCW may also be required to identify the work undertaken for the Client in line with lobbying register requirements and public declaration commitments in the United Kingdom and other markets. BCW will inform the Client in the event such need arises and what information must be made public in accordance with these laws.

8. Notices

Any notice or communication required to be given hereunder may be delivered personally, or sent by registered post or transmitted by facsimile to Client at the address contained herein and to BCW at 230 Park Avenue South, New York, NY 10003 Attention: Norah Campbell-Royal, Senior Director, Contract Compliance & Management and shall be deemed received within one (1) day if delivered by hand or transmitted by facsimile (as the case may be) and within two (2) days if sent by registered post.

9. Term and Termination

9.1 The term of this Agreement shall commence as of June 2019 and continue until either party terminates it by giving written notice. The Client may cancel with thirty (30) business days' written notice to the other party. BCW may cancel with ninety (90) business days' written notice to the other party. Client shall pay all agreed fees, charges and expenses incurred by BCW hereunder or under any Engagement Letter entered into in connection herewith up to the effective date of such termination.

9.2 Upon the effective date of the termination of this Agreement, all property in BCW's possession belonging to Client pursuant to the terms of Section 2 hereof and all contracts for services and materials entered into by BCW for Client shall be turned over and/or assigned to Client. The termination (howsoever arising) of BCW's appointment shall be without prejudice to Client's obligations to honor all sums due to BCW hereunder, including without limitation, the cost of contracts and commitments which BCW has already entered into on Client's behalf with suppliers, media owners or other third parties and Client shall assume and be responsible for all such commitments and contracts. Client shall hold BCW harmless from any losses, claims, damages,

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expenses (including reasonable attorney's fees and costs) or liabilities arising from the cancellation or termination of such commitments or contracts as a consequence of the termination of BCW's appointment hereunder, except where this Agreement is terminated by BCW or by the Client as a result of either party's fraud, misconduct or negligence

10. **Code of Business**

BCW, which is wholly owned by WPP PLC, is committed to conducting business in accordance with WPP's Code of Business Conduct. The Code of Business Conduct can be accessed on-line at www.wppinvestor.com.

11. **Arbitration**

11.1 Any dispute, claim, difference or controversy arising out of or in connection with this Agreement (including any question regarding its existence, validity, interpretation, performance or termination) and any non-contractual or other dispute (a "**Dispute**") shall be referred to and finally resolved by arbitration under the Arbitration Rules of the LCIA (for the purposes of this Section 10 (Arbitration), the "**Rules**"), which Rules are deemed to be incorporated by reference into this Section 10 (Arbitration).

11.2 The arbitral tribunal shall consist of three arbitrators.

11.3 Within 15 (fifteen) days from the receipt by the LCIA registrar of the response to the request for arbitration, the claimant(s), irrespective of number, shall nominate jointly one arbitrator and the respondent(s), irrespective of number, shall nominate jointly the second arbitrator. A third arbitrator, who shall serve as chairman, shall be nominated by the two party-nominated arbitrators within 15 (fifteen) days of the last of their appointments.

11.4 The seat, or legal place of arbitration, shall be London, England,. The language used in the arbitral proceedings shall be English.

12. **Governing Law**

The Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

13. **Limitation of Liability**

Neither party shall be liable for any direct, indirect, special or consequential damages whatsoever arising out of this Agreement or any Engagement Letter entered into in connection therewith, even if the party has been advised of the possibility of such damages. Neither party's aggregate liability under this Agreement shall exceed fees paid or payable by Client to BCW.

14. **Entire Agreement**

This Agreement represents the sole and entire agreement among the parties and supersedes all prior contracts, agreements, negotiations, discussions, and understandings, whether oral or in

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writing, among the parties and/or their representatives. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the express written consent of the parties.

15. Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. A facsimile or .PDF signature shall be deemed an original for purposes of evidencing execution of this Agreement.

16. Survival

Sections 2, 3, 4, 6, 7, 8, 9.2, 11, and 12 shall survive any termination of this Agreement.

If you agree to the terms and conditions set out above, please indicate your confirmation and acceptance by having your authorized representative sign in the space provided below and returning to us one (1) originally signed copy of this Agreement.

We look forward to working with you.

Yours sincerely,

BCW LLC

By: Shaila B. Manyam

Name: Shaila B. Manyam

Title: Senior Vice-President

Date: 29 May 2019

BCW LLC

By: Shaan Bairam

Name: Shaan Bairam

Title: EVP / Finance Director

Date: 29 · May · 2019

Accepted and agreed upon by an authorized signatory of:

RAK MEDIA OFFICE, GOVERNMENT OF RAS AL KHAIMAH

By:

Name: Heba Fatani

Title: Exec. Director

Date: 30th May 2019

المكتب الإعلامي لحكومة رأس الخيمة
RAS AL KHAIMAH GOVERNMENT MEDIA OFFICE
حكومة رأس الخيمة
Government of Ras Al Khaimah

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EXHIBIT A
FCPA Undertaking

I _____, have been retained by BCW LLC (the "Company"), to assist the Company in its contract with , a corporation organized under the laws [ ], whereby the Company would provide marketing communications and public relations services for a campaign aimed at [ ].

In consideration of such retention, I hereby acknowledge that, at the Company's request, I have read and understand the relevant provisions of the Foreign Corrupt Practices Act 15 U.S.C. §78dd-2 (the "Act"). The Act is fully applicable to WPP plc ("WPP") and its subsidiaries and affiliates throughout the world. In further consideration of such retention, I have read and understand the Policies of WPP on the Conduct of Business (the "Policies"). I will scrupulously adhere to the Act and the Policies and will enforce compliance therewith by any individual I may direct or oversee in connection with my retention.

Moreover, I will not pay, and I will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of the Act or inducing him or it to exercise his or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for the Company.

Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from the Company, I will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office.

Should I become aware of a possible violation of the Act or the Policies, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred; is occurring or is likely to occur, I will give representatives designated by the Company immediate notice of such violation, facts or circumstances, and will cooperate fully, and direct all agents, employees and others I may retain or direct in connection with my consultancy, to cooperate fully, with any inquiry or investigation the Company may conduct.

_____ _____
Signature Date

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EXHIBIT B
Foreign Agents Registration Act

The Foreign Agents Registration Act (22 U.S.C. §§611-621; FARA) was enacted to require individuals doing political or advocacy work on behalf of foreign entities in the United States to register with the Department of Justice and to disclose their relationship, activities, receipts, and disbursements in support of their activities.

Pursuant to FARA (22 U.S.C. §611(b)(2)), foreign principals include (1) a government of a foreign country and a foreign political party; (2) a person outside of the individual and a citizen of and domiciled within the United created by the law of the United States, and has its principal place of business within the United States; or (3) corporation, organization, or other combination of persons organized under the law or having its principal place of business in a foreign country.

FARA requires that individuals who represent a foreign principal must file, under oath, a registration statement within 10 days of becoming an agent of that entity. Pursuant to 22 U.S.C. §612, a registration statement must include:

- Registrant's name and both personal and business addresses;
- Registrant's status, including nationality for all individuals, partnerships, and corporate directors or officers;
- Statement of the nature of registrant's business, including a complete list of employees and the nature of their work;
- Copies of the registrant's written agreement with a foreign principal and conditions for all oral agreements;
- Nature and amount of contributions, income, money or other items of value received from a foreign principal;
- Detailed statement of spending connected with activities for the foreign principal; and
- Certification that statements made and documents filed are accurate.

All records related to the activities subject to registration under the statute must be maintained for up to three (3) years after the termination of an agent's registration.

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