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OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice
Washington, DC 20530

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

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

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

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

1. Name of Registrant

BCW LLC

2. Registration Number

6227

3. Primary Address of Registrant

1801 K Street NW Suite 900 Washington DC 20006

4. Name of Foreign Principal

Department of Culture and Tourism - Abu Dhabi

5. Address of Foreign Principal

Nation Towers Offices, Corniche, Abu Dhabi
PO Box 94000 Abu Dhabi

6. Country/Region Represented

Abu Dhabi

7. Indicate whether the 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 _____

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

a) Branch or agency represented by the registrant

Department of Culture and Tourism - Abu Dhabi

b) Name and title of official with whom registrant engages

Nouf Al Boushelaibi, Strategic Marketing & Communications 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.

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

a) Name and title of official with whom registrant engages

NA

b) Aim, mission or objective of foreign political party

NA

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.

NA

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).

NA

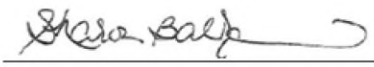
12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

NA

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EXECUTION

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

Date	Printed Name	Signature
3/29/2022	Sharon Balkam	

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U.S. Department of Justice

Washington, DC 20530

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

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

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

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

1. Name of Registrant	2. Registration Number
BCW LLC	6227

3. Name of Foreign Principal

Department of Culture and Tourism - Abu Dhabi

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? March 4, 2021

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

Provide strategic communications, media relations, and other services regarding the promotion of tourism in Abu Dhabi.

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

Strategic Communications Support, Media Relations, Media Monitoring & Reports, Ongoing Issues and Crisis Management, Crisis Communications Preparedness, Project Expenses, and Research

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.

BCW's assistance to the Department of Culture and Tourism - Abu Dhabi is intended to promote favorable public opinion regarding tourism in Abu Dhabi, within the United States and internationally.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

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

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

- Strategic communications support for "Visit Abu Dhabi", the tourism campaign
- Proactive and reactive U.S. media relations for "Visit Abu Dhabi"
- Hosting FAM (familiarization) trips for journalists from the U.S.to Abu Dhabi
- Media monitoring & reports

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

Date	Contact	Method	Purpose
Please see attached question #11 FARA Outreach			

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

Yes ☒ No ☐

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

Date Received	From Whom	Purpose	Amount/Thing of Value
Please see attached #12 Receipts.			
		Total	

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

Yes ☒ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
Please see attached #13 Disbursements.			
		Total	

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

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

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EXECUTION

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

Date	Printed Name	Signature
3/29/2022	Sharon Balkam	

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Question 11: FARA Outreach

Date	First	Last	Method	Purpose
8/23/2021	Rachel	Chang	Email	E-Learning
8/23/2021	Adrianne	Pasquarelli	Email	E-Learning
8/25/2021	Christina	Jelski	Email	E-Learning
8/25/2021	James	Shillinglaw	Email	E-Learning
8/25/2021	Mitra	Sorrells	Email	E-Learning
8/25/2021	Megha	Paul	Email	E-Learning
8/25/2021	Connie	Lin	Email	E-Learning
8/25/2021			Contact Form	E-Learning
8/25/2021	Chris	Mat.	Email	E-Learning
7/27/2021	Michael	Baker	Email	E-Learning
7/27/2021	Lark	Gould	Email	E-Learning
7/27/2021	Allie	Moore	Email	E-Learning
7/27/2021	Jessica	Poitevien	Email	E-Learning
7/27/2021	Erica	Moody	Email	E-Learning
7/27/2021	Rashaad	Jorden	Email	E-Learning
7/27/2021	Laurie	Baratti	Email	E-Learning
7/27/2021	Jamie	Biesiada	Email	E-Learning
7/27/2021	Susan	Young	Email	E-Learning
8/11/2021	Rachel	Chang	Email	UFC
8/11/2021	Brett	Williams	Email	UFC
8/11/2021	Mike	Darling	Email	UFC
8/11/2021	David	Johnston	Email	UFC
8/11/2021	Mike	Bohn	Email	UFC
8/11/2021	Will	Leitch	Email	UFC
8/11/2021	Tom	Taylor	Email	UFC
8/11/2021	Donna	Freydkin	Email	UFC
8/11/2021	Abigail	Covington	Email	UFC
8/11/2021	Jason	Duaine Hahn	Email	UFC
8/11/2021	John	Newby	Email	UFC
8/11/2021	Ron	Dicker	Email	UFC
8/11/2021	Jason	Gewirtz	Email	UFC
8/11/2021	Trent	Reinsmith	Email	UFC
8/11/2021	Elliot	Hannon	Email	UFC
8/11/2021	Rich	Thomaselli	Email	UFC
8/11/2021	Rachel	Chang	Email	UFC
8/11/2021	Rob	Silk	Email	UFC
8/11/2021	Jen	Murphy	Email	UFC
8/11/2021	Kelsey	McCarson	Email	UFC
8/24/2021	Nadine	Jolie Courtney	Email	Family travel destination, Winter Sun
8/24/2021	Tarah	Chieffi	Email	Family travel destinations, Winter Sun
8/25/2021	Allison	Tibaldi	Email	Family travel destination, Winter Sun
8/25/2021	Katie	Jackson	Email	Family travel destination, Winter Sun
8/25/2021	Priscilla	Blossom	Email	Family travel destination, Winter Sun
8/25/2021	Heather	Greenwood Dav	Email	Family travel destination, Winter Sun
8/25/2021	Juliana	Shallcross	Email	Family travel destination, Winter Sun
8/25/2021	Lauren	Smith McDonou	Email	Family travel destination, Winter Sun
8/25/2021	Terry	Ward	Email	Family travel destination, Winter Sun
8/25/2021	Amber	Mamian	Email	Family travel destinations, Winter Sun
8/25/2021	Karen	Cicero	Email	Family travel destinations, Winter Sun
10/3/2021	Morgan	Hines	Email	Amalia Interview, Sea trade
10/3/2021	Matt	Turner	Email	Culinary
10/3/2021	Cameron	Sperance	Email	Culinary
10/3/2021	Ben	Smithson	Email	Culinary
10/3/2021	Mae	Hamilton	Email	Culinary
10/3/2021	Dan	Booth	Email	Culinary
10/3/2021	David	Watsky	Email	Culinary
10/3/2021	Lesley	Suter	Email	Culinary
10/3/2021	Emma	Al-Mousawi	Email	Culinary
10/3/2021	Daniel	Schwartz	Email	Culinary
10/3/2021	Constantine	Spyrou	Email	Culinary
10/3/2021	Elizabeth	Harper	Email	Culinary
10/3/2021	Sho	Spaeth	Email	Culinary
10/3/2021	Nikesia	Pannell	Email	Culinary
10/3/2021	Tiana	Attride	Email	Culinary
10/3/2021	Tatiana	Rokou	Email	Culinary
10/3/2021	Lacey	Pfalz	Email	Culinary
10/3/2021	Johanna	Jainchill	Email	Culinary
10/3/2021	Kelly	Rosenfeld	Email	Culinary
10/3/2021	Alia	Stearns	Email	Culinary
10/3/2021	Emily	Laurence	Email	Culinary
10/6/2021	Cailey	Rizzo	Email	Collector's Week
10/6/2021	Cailey	Rizzo	Email	Collector's Week
10/6/2021	Eva	Kis	Email	Collector's Week
10/6/2021	Jeff	Yeung	Email	Collector's Week
10/6/2021	Sonal	Dutt	Email	Collector's Week
10/6/2021	Daniel	Kreps	Email	Collector's Week
10/6/2021	Mike	DeStefano	Email	Collector's Week
10/6/2021	Audrey	Lee	Email	Collector's Week
10/6/2021	Fabian	Gorsler	Email	Collector's Week
10/6/2021	Eliot	Santiago	Email	Collector's Week
10/6/2021	Michael	Le	Email	Collector's Week
10/6/2021	Joey	Park	Email	Collector's Week

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Date	First	Last	Method	Purpose
10/6/2021	Levar	Thaomas	Email	Collector's Week
10/6/2021	Andres	Carillo	Email	Collector's Week
10/6/2021	Maya	Ernest	Email	Collector's Week
10/6/2021	Shawn	Grant	Email	Collector's Week
10/12/2021	Lisa	Iannucci	Email	Amalia interview
10/12/2021	Benji	Stawski	Email	Amalia interview
10/12/2021	Victoria	Walker	Email	Amalia interview, Winter Sun
10/12/2021	Erin	Florio	Email	Amalia interview, Winter Sun
10/12/2021	Klara	Glowczewska	Email	Amalia interview, Winter Sun
10/12/2021	Lyndsey	Matthews	Email	Amalia interview, Winter Sun
10/12/2021	Michelle	Baran	Email	Amalia interview, Winter Sun
10/12/2021	Sandra	Ramani	Email	Amalia interview, Winter Sun, FAM trip
10/12/2021	Susan	Young	Email	Amalia interview, Winter Sun, Sea trade
10/12/2021	Alessia	Santoro	Email	Warner Bros, Amalia interview
10/13/2021	Patrick	Clark	Email	Warner Bro. Hotel
10/13/2021	Donna	Airoldi	Email	Warner Bro. Hotel
10/13/2021	Katie	Lockhart	Email	Warner Bro. Hotel
10/13/2021	Adam	Perkowsky	Email	Warner Bro. Hotel
10/13/2021	Amy	Hellen	Email	Warner Bro. Hotel
10/13/2021	Brady	MacDonald	Email	Warner Bro. Hotel
10/13/2021	Megan	DuBois	Email	Warner Bro. Hotel
10/13/2021	Emily	Zemler	Email	Warner Bro. Hotel
10/13/2021	Tanner	Saunders	Email	Warner Bro. Hotel
10/13/2021	Alex	Schechter	Email	Warner Bro. Hotel
10/13/2021	Tovin	Lapan	Email	Warner Bro. Hotel
10/13/2021	Vicky	Karantzavelou	Email	Warner Bro. Hotel
10/13/2021	Elise	Taylor	Email	Warner Bro. Hotel
10/13/2021	Kara	Williams	Email	Warner Bro. Hotel
10/13/2021	Evie	Carrick	Email	Warner Bros. Hotel
10/15/2021	Arielle	Dachille	Email	John Cena
10/15/2021	Hannah	Marder	Email	John Cena
10/15/2021	Tamara	Grant	Email	John Cena
10/15/2021	Adrianna	Freedman	Email	John Cena
10/15/2021	Corinne	Heller	Email	John Cena
10/15/2021	Jonathan	Borge	Email	John Cena
10/15/2021	Nick	Romano	Email	John Cena
10/15/2021	Paige	Gawley	Email	John Cena
10/15/2021	Hedy	Phillips	Email	John Cena
10/15/2021	James	Hibberd	Email	John Cena
10/15/2021	Claudia	Willen	Email	John Cena
10/15/2021	Dana	Falcone	Email	John Cena
10/15/2021	Kelsie	Gibson	Email	John Cena
10/15/2021	Gina	Vivinetto	Email	John Cena
10/15/2021	Diana	Cooper	Email	John Cena
10/15/2021	Adam	Vary	Email	John Cena
10/15/2021	Jeanine	Poggi	Email	John Cena
10/15/2021	Emily	Yahr	Email	John Cena
10/15/2021	Andrew	Dalton	Email	John Cena
10/15/2021	Rebecka	Schumann	Email	John Cena
10/15/2021	Eva	Kis	Email	John Cena, Collector's Week
10/26/2021	Brittany	Chang	Email	Sea trade
10/26/2021	Janice	Wald Henderson	Email	Sea trade
10/26/2021	Chris	Gray Faust	Email	Sea trade
10/26/2021	Kerry	Spencer	Email	Sea trade
10/26/2021	Dori	Saltzman	Email	Sea trade
10/26/2021	Ben	Souza	Email	Sea trade
10/26/2021	Monty	Mathisen	Email	Sea trade
10/26/2021	Robert	McGillivray	Email	Sea trade
10/26/2021	Emrys	Thakkar	Email	Sea trade
10/26/2021	Oivind	Mathisen	Email	Sea trade
10/26/2021	Doug		Email	Sea trade
10/26/2021	Sheri	Griffiths	Email	Sea trade
10/26/2021	Tanner (Nich	Callais	Email	Sea trade
10/26/2021	Don	Terris	Email	Sea trade
10/26/2021	Don + Heidi	Bocolo	Email	Sea trade
10/26/2021	Kayla	Becker	Email	Sea trade
10/26/2021	Everett	Potter	Email	Sea trade
10/26/2021	Fran	Golden	Email	Sea trade
10/26/2021	Zach	Laks	Email	Sea trade
10/26/2021	Grant	Balfour	Email	Sea trade
10/26/2021	Bill	Panoff	Email	Sea trade
10/26/2021	Evan	Gove	Email	Sea trade
10/26/2021	Anne	Kalosh	Email	Sea trade
10/26/2021	Stewart	Chiron	Email	Sea trade
10/26/2021	Gene	Sloan	Email	Sea trade
10/26/2021	Caitlyn	Hitt	Email	Sea trade
10/26/2021	Bernadette	Giacomazzo	Email	Sea trade
10/26/2021	Donald	Wood	Email	Sea trade
10/26/2021	Tom	Steighorst	Email	Sea trade
10/26/2021	Jason	Leppert	Email	Sea trade
10/26/2021	Kathryn	Folliott	Email	Sea trade
10/26/2021	Nicola	Wood	Email	Sea trade

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Date	First	Last	Method	Purpose
12/2/2021	Frank	Olito	Email	Golden Jubilee
12/2/2021	Abby	Narishkin	Email	Golden Jubilee
12/2/2021	Paul	Brady	Email	Golden Jubilee
12/2/2021	Kamilah	Newton	Email	Golden Jubilee
12/2/2021	Eve	Chen	Email	Golden Jubilee
12/2/2021	Klara	Glowczewska	Email	Golden Jubilee
12/2/2021	Stefanie	Waldek	Email	Golden Jubilee
12/2/2021	Andrea	Sachs	Email	Golden Jubilee
12/2/2021	Monica	Pitrelli	Email	Golden Jubilee
12/2/2021	Erin	Florio	Email	Golden Jubilee
12/6/2021	Katie Kelly	Bell	Email	FAM Trip
12/6/2021	Maria	Yagoda	Email	FAM trip
12/6/2021	Tonya	Russell	Email	FAM trip
12/6/2021	Danielle	Braff	Email	FAM trip
12/6/2021	Paula	Franklin	Email	FAM trip
12/6/2021	AnaMaria	Glavlan	Email	FAM trip
12/6/2021	Nickolaus	Hines	Email	FAM trip
12/6/2021	Pavia	Rosati	Email	FAM trip
12/6/2021	Micki	Wagner	Email	FAM trip
12/6/2021	Peter	Schelsinger	Email	FAM trip
12/6/2021	Brian	Cicioni	Email	FAM trip
12/10/2021	Malak	Harb	Email	David Guetta
Sept./Oct.	Paul	Brady	Email	Top destinations, Amalia interview
Sept./Oct.	Teddy	Minford	Email	Warner Bros Hotel, Winter Sun
Sept./Oct.	Ellie	Nan Storck	Email	Warner Bros Hotel, Winter Sun
Sept./Oct.	Kwin	Mosby	Email	Winter Sun
Sept./Oct.	Elizabeth	Fazzare	Email	Winter Sun
Sept./Oct.	Sam	Cochran	Email	Winter Sun
Sept./Oct.	Ken	Scrudato	Email	Winter Sun
Sept./Oct.	Nneka	Okona	Email	Winter Sun
Sept./Oct.	Bridget	Arsenault	Email	Winter Sun
Sept./Oct.	Alex	Van Buren	Email	Winter Sun
Sept./Oct.	Lauren	Sloss	Email	Winter Sun
Sept./Oct.	Carrie	Coolidge	Email	Winter Sun
Sept./Oct.	Stephanie	Sengwe	Email	Winter Sun
Sept./Oct.	Carina	Hsieh	Email	Winter Sun
Sept./Oct.	Kristy	Alpert	Email	Winter Sun
Sept./Oct.	Laura	Begley Bloom	Email	Winter Sun
Sept./Oct.	Deborah	Dunn	Email	Winter Sun
Sept./Oct.	Rebecca	Holland	Email	Winter Sun
Sept./Oct.	Katie	Chang	Email	Winter Sun
Sept./Oct.	Paul	Feinstein	Email	Winter Sun
Sept./Oct.	Brad	Japhe	Email	Winter Sun
Sept./Oct.	Lindsey	Olander	Email	Winter Sun
Sept./Oct.	Andrea	Sachs	Email	Winter Sun
Sept./Oct.	Shivani	Vora	Email	Winter Sun
Sept./Oct.	Nicole	Arthur	Email	Winter Sun
Sept./Oct.	Michael	Baker	Email	Winter Sun
Sept./Oct.	Laurie	Baratti	Email	Winter Sun
Sept./Oct.	Barbara	Beckley	Email	Winter Sun
Sept./Oct.	Gio	Benitez	Email	Winter Sun
Sept./Oct.	Jamie	Biesiada	Email	Winter Sun
Sept./Oct.	Nikki	Ekstein	Email	Winter Sun
Sept./Oct.	Mark	Ellwood	Email	Winter Sun
Sept./Oct.	Charlene	Fang	Email	Winter Sun
Sept./Oct.	Sarah	Firshein	Email	Winter Sun
Sept./Oct.	Elisabeth	Goodridge	Email	Winter Sun
Sept./Oct.	Lark	Gould	Email	Winter Sun
Sept./Oct.	Peter	Greenberg	Email	Winter Sun
Sept./Oct.	Tamara	Hardingham-Gill	Email	Winter Sun
Sept./Oct.	Emily	Hochberg	Email	Winter Sun
Sept./Oct.	Christina	Jelski	Email	Winter Sun
Sept./Oct.	Rashaad	Jorden	Email	Winter Sun
Sept./Oct.	Colleen	Kelly	Email	Winter Sun
Sept./Oct.	Jennifer	Kester	Email	Winter Sun
Sept./Oct.	Stacey	Leasca	Email	Winter Sun
Sept./Oct.	Hannah	Loewentheil	Email	Winter Sun
Sept./Oct.	Kimberley	Lovato	Email	Winter Sun
Sept./Oct.	Lilit	Marcus	Email	Winter Sun
Sept./Oct.	Alex	Martin	Email	Winter Sun
Sept./Oct.	Sebastian	Modak	Email	Winter Sun
Sept./Oct.	Erica	Moody	Email	Winter Sun
Sept./Oct.	Caitlin	Morton	Email	Winter Sun
Sept./Oct.	Tariro	Mzezewa	Email	Winter Sun
Sept./Oct.	Justin	Ocean	Email	Winter Sun
Sept./Oct.	John	Oseid	Email	Winter Sun
Sept./Oct.	Adrianne	Pasquarelli	Email	Winter Sun
Sept./Oct.	Monica	Pitrelli	Email	Winter Sun
Sept./Oct.	Anne-Marie	Pritchett	Email	Winter Sun
Sept./Oct.	Richard	Quest	Email	Winter Sun
Sept./Oct.	Laura	Redman	Email	Winter Sun
Sept./Oct.	Emma	Reynolds	Email	Winter Sun

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Date	First	Last	Method	Purpose
Sept./Oct.	Mitra	Sorrells	Email	Winter Sun
Sept./Oct.	Megan	Spurrell	Email	Winter Sun
Sept./Oct.	Lauren	Dana	Email	Winter Sun
Sept./Oct.	Teresa	Bergen	Email	Winter Sun
Sept./Oct.	Erica	Lamberg	Email	Winter Sun
Sept./Oct.	Becky	Pokora	Email	Winter Sun
Sept./Oct.	Dia	Adams	Email	Winter Sun
Sept./Oct.	Lauren	DeCarlo	Email	Winter Sun
Sept./Oct.	Tracey	Minkin	Email	Winter Sun
Sept./Oct.	Larry	Olmsted	Email	Winter Sun
Sept./Oct.	Meghan	Jones	Email	Winter Sun
Sept./Oct.	Donna	Heiderstadt	Email	Winter Sun
Sept./Oct.	Becca	Hensley	Email	Winter Sun
Sept./Oct.	Harriet	Baskas	Email	Winter Sun
Sept./Oct.	Sean	Flynn	Email	Winter Sun
Sept./Oct.	Alison	Fox	Email	Winter Sun
Sept./Oct.	Jeralyn	Gerba	Email	Winter Sun
Sept./Oct.	Dawn	Gilbertson	Email	Winter Sun
Sept./Oct.	Kristen	Shirley	Email	Winter Sun, Amalaia interview, Collector's Week, Culinary
Sept./Oct.	Ashlea	Halpern	Email	Winter Sun, Culinary
Sept./Oct.	Megha	Paul	Email	Winter Sun, Culinary
Sept./Oct.	Christopher	Elliott	Email	Winter Sun, FAM trip
Sept./Oct.	Annie	Fitzsimmons	Email	Winter Sun, FAM trip
Sept./Oct.	Jessica	Poitevien	Email	Winter Sun, FAM trip
Sept./Oct.	Hannah	Walhout	Email	Winter Sun, FAM trip
Sept./Oct.	Aislyn	Green	Email	Winter Sun, Warner Bros.
Sept./Oct.	Aly	Walansky	Email	Winter Sun/Top Destinations
Sept./Oct.	Samantha	Coles	Email	Winter Sun/Top Destinations
Sept./Oct.	James	Shillinglaw	Email	WIS, Culinary
Sept./Oct.	Amy	Virshup	Email	WIS/Top Destinations
Sept./Oct.	Stefanie	Waldek	Email	WIS/Top Destinations
Sept./Oct.	Bryce	Gruber-Hermon	Email	WIS/Top Destinations
Sept./Oct.	Sarah	Buder	Email	WIS/Top Destinations
Sept./Oct.	Jackie	Caradonio	Email	WIS/Top Destinations
Sept./Oct.	Julia	Cosgrove	Email	WIS/Top Destinations
Sept./Oct.	Annie	Daly	Email	WIS/Top Destinations
Sept./Oct.	Annie	Davidson	Email	WIS/Top Destinations
Sept./Oct.	Julia	Dimon	Email	WIS/Top Destinations
Sept./Oct.	Jamie	Ditaranto	Email	WIS/Top Destinations
Sept./Oct.	Stacey	Lastoe	Email	WIS/Top Destinations
Sept./Oct.	Erin	Riley	Email	WIS/Top Destinations
Sept./Oct.	Ann	Shields	Email	WIS/Top Destinations
Sept./Oct.	Charu	Suri	Email	WIS/Top Destinations
Sept./Oct.	Lindsay	Tigar	Email	WIS/Top Destinations
Sept./Oct.	Jessica	Vincent	Email	WIS/Top Destinations
Sept./Oct.	Kimberly	Krol Inlander	Email	WIS/Top Destinations, Culinary
Sept./Oct.	Katherine	LaGrave	Email	WIS/Top Destinations, Culinary
Sept./Oct.	Cristine	Struble	Email	WIS/Top Destinations, Culinary

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

Yes [X] 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	Currency
8/19/2021	Department of Culture and Tourism - Abu Dhabi	Professional Fees/Expenses	3,402,000	AED
10/11/2021	Department of Culture and Tourism - Abu Dhabi	Professional Fees/Expenses	1,134,000	AED
11/22/2021	Department of Culture and Tourism - Abu Dhabi	Professional Fees/Expenses	1,134,000	AED
11/29/2021	Department of Culture and Tourism - Abu Dhabi	Professional Fees/Expenses	1,134,000	AED
11/29/2021	Department of Culture and Tourism - Abu Dhabi	Professional Fees/Expenses	1,134,000	AED
12/7/2021	Department of Culture and Tourism - Abu Dhabi	Professional Fees/Expenses	1,134,000	AED
12/26/2021	Department of Culture and Tourism - Abu Dhabi	Professional Fees/Expenses	1,134,000	AED
12/26/2021	Department of Culture and Tourism - Abu Dhabi	Professional Fees/Expenses	1,134,000	AED
		Total	**11,340,000**	

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Question 13. During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes [X] No [ ]

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

Date	Recipient	Purpose		Amount	Currency
5/9/2021	AMDAA FZE	Translation		585.00	AED
6/20/2021	AMDAA FZE	Translation		256.00	AED
6/20/2021	AMDAA FZE	Translation		259.00	AED
9/26/2021	PR Newswire Europe Limited	Images		918.13	AED
11/10/2021	PR Newswire Europe Limited	Subscription		74,138.59	AED
			Total	**76,156.72**	AED

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دائرة الثقافة والسياحة
DEPARTMENT OF CULTURE
AND TOURISM

Department of Culture and Tourism – Abu Dhabi

and

ASDA'A Public Relations

Service Agreement

DCT-P-RFP-DB-21-003

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دائرة الثقافة والسياحة
DEPARTMENT OF CULTURE AND TOURISM

This **Agreement** is dated **04th March 2021** with effective date of **10th March 2021;**

Between:

(1) **Department of Culture and Tourism – Abu Dhabi**, established by Law No 8 in 2018, Abu Dhabi, United Arab Emirates **(DCT)**; and

(2) **ASDA'A Public Relations**, a company incorporated in accordance with the laws of Abu Dhabi, United Arab Emirates (operating under licence number CN-1136754) whose address is Office 1303, 13th Floor, Sky Tower, Reem Island, P.O. Box 44281, Abu Dhabi, United Arab Emirates (the **Service Provider**).

Background

(A) DCT wishes to appoint the Service Provider to provide certain services in relation to Public Relations, including but not limited to managing the day-to-day Public Relations for DCT.

(B) The Service Provider wishes to accept such appointment on the terms and conditions of this Agreement.

It is agreed as follows:

1 **Definitions and Interpretation**

1.1 **Definitions**

In this Agreement, unless the context otherwise requires, the following definitions apply:

Affiliates means partnerships, corporations and other legal entities that directly or indirectly Control, are Controlled by or are under common Control;

Additional Services means any services ancillary to the main Services requested by DCT from time to time, which are set out in Schedule 11;

Agreement means this agreement including all Schedules and documents stated to be incorporated by reference;

Applicable Law means all applicable statutes, statutory instruments, orders, rules, regulations, instruments, requirements, guidance, provisions and codes of practice (whether or not having the force of law);

Approval Process means the process notified to the Service Provider by DCT in writing, as may be amended from time to time, and which must be followed by the Service Provider for the pre-approval of costs for Additional Services;

Authorised Representative means the DCT Representative and/or the Service Provider Representative as the context requires;

Best Industry Practice means the exercise of that degree of skill, diligence, prudence, foresight and practice which would reasonably and ordinarily be expected from a highly skilled and experienced person engaged in the same type of business to perform similar services to the Services;

Business Day means any day other than a Friday, Saturday or any public holiday declared by the UAE Ministry of Labour for the private sector in the Emirate of Abu Dhabi;

Change means any change:

(a) to the Services and/or the means or manner and the way in which the Services are provided;

(b) to the nature, level and/or extent of the Services; and/or

(c) in the Locations, or number of Locations, in respect of which the Services are to be provided;

Change Control Process means the change control process set out in Clause 20;

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Confidential Information means information of a Party (and in the case of DCT, information of its Affiliates) that:

(d) is by its nature confidential;

(e) is designated by the providing Party as confidential; or

(f) the recipient Party knows or ought reasonably to know is confidential,

and includes information relating to:

(a) (or comprised of) any Intellectual Property Rights of the disclosing Party;

(b) the financial position and assets or liabilities of the disclosing Party and any other matter that does or may affect the financial position or reputation of the disclosing Party;

(c) the security procedures to be implemented by the Service Provider in connection with the Services; and

(d) the internal management and structure of the disclosing Party or its personnel (including remuneration and performance), policies and strategies of the disclosing Party;

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management, business or policies of another, whether through the ownership of shares, by contract or otherwise, or the power to elect or appoint at least 50% (fifty percent) of the directors, managers, partners or other individuals exercising similar authority and **Controlled** will be construed accordingly;

DCT's Representative means the representative of DCT identified in 0 and any replacement of or successor to that person;

Effective Date means 10th March 2021;

Initial Term will have the meaning ascribed to that term in Clause 3.1;

Insolvency Event means a Party:

(a) becoming insolvent or unable to pay its debts;

(b) ceasing to carry on business, stopping payment of its debts or any class of them or entering into any compromise or arrangement in respect of its debts or any class of them or any step is taken to do any of those things; or

(c) being dissolved or entering into liquidation, administration, administrative receivership, receivership, a voluntary arrangement, a scheme of arrangement with creditors, any analogous or similar procedure in any jurisdiction or any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction, presentation of a petition or other step is taken by any person with a view to any of those things except where the same is:

(i) instituted by the Party for the purpose of a fully solvent reorganisation; or

(ii) a court process instituted by a creditor and is an abuse of process of the court;

Insurance means the insurance that the Service Provider must take out and maintain during the term of this Agreement, normally taken out by a consultant when providing services similar to the Services, and on terms, with insurers and with coverage in accordance with Best Industry Practices, and which are set out in Schedule 11;

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Intellectual Property Rights means any (a) material, including (without limitation), all books, training or policy manuals, records, reports, notes, contracts, lists, blueprints, and other documents, or copies, copyright, database right and rights in trademarks, designs, knowhow, developed practice standards and confidential information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property and equivalent or similar forms of protection existing anywhere in the world, each arising from or in connection with the Service Provider's performance of the Services and obligations under this Agreement;

Location means Abu Dhabi, United Arab Emirates

Loss means any loss, damage, payment, cost (including reasonable legal costs and expenses), expense, award, charge, fine and/or other liability (as the case may be);

Rights and Approvals means all rights and approvals necessary or appropriate to enable the Service Provider to perform its obligations under this Agreement, including approvals, permits, authorisations, trade and other licenses, consents, non-objections, waivers, releases, visas, work permits, customs duties and any renewals thereof, and any other rights, of similar nature;

Service Charges means the charges for the Services as set out in Clause 13 and 0;

Service Provider Personnel means those persons engaged in the provision of the Services and includes the personnel of the Service Provider, the Sub-Contractors and the Sub-Contractors' personnel and the personnel of the Service Provider's Affiliates;

Service Provider Representative means the representative of the Service Provider identified in 0 and any replacement of or successor to that person;

Services means the services detailed in this Agreement, particularly those detailed in Schedule 11;

Sub-Contractor means any person to whom the Service Provider sub-contracts any part of the Services;

Third-Party Provider means a third-party service provider engaged by DCT or any of its Affiliates to perform services in respect of the Services;

Total Fee means the capped amount of Service Charges set out in Clause 13.1; and

UAE means the United Arab Emirates.

1.2 **Interpretation**

In this Agreement, except where the context otherwise requires:

(a) monetary references are references to the currency applicable as per the Service Charges as set out in 0;

(b) the Clause headings are only for convenience and have no effect in limiting or extending the language of the provisions to which they refer;

(c) a cross-reference to a Clause number is a reference to all its sub-Clauses;

(d) use of the singular includes the plural (and vice versa) and use of any gender includes the other gender;

(e) a reference to a Party means a party to this Agreement and includes its successors and permitted assigns;

(f) a reference to persons includes individuals, corporations, and unincorporated bodies or associations that are recognised at law (whether or not having a separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence);

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(g) a reference to a Recital or Clause is to the relevant recital or clause of this Agreement; a reference to a Schedule is to the relevant schedule to this Agreement; and a reference to a paragraph is to the relevant paragraph in the Schedule to which it appears;

(h) any words following the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms; and

(i) periods of time will be construed by reference to the Gregorian calendar.

(j) In the case of conflict or ambiguity, the order of precedence for this Agreement and the documents attached to or referred to in this Agreement will be as follows:

(i) the body of this Agreement;

(ii) the Schedule to this Agreement; and

(iii) the documents referred to in this Agreement.

2 **Scope**

2.1 The Service Provider will, from the Effective Date provide the Services to DCT in accordance with the terms of this Agreement.

2.2 The Service Provider will provide the Services as prime contractor and will ensure that all Sub-Contractors are engaged by the Service Provider only in accordance with Clause 11.

2.3 DCT will be entitled to request Additional Services from the Service Provider at any time during the term of this Agreement. The Service Provider will perform such Additional Services in accordance with DCT's instructions. The charges in respect of the Additional Services will be agreed between the Parties in accordance with the Approval Process.

3 **Term of Agreement and Renewal**

3.1 This Agreement will commence on the Effective Date and, will continue in full force and effect for a period of Thirty-Six (36) Months from and including the Effective Date (the **Initial Term**).

3.2 Any renewal of subsequent terms will be subject to negotiations in good faith between the Parties and in accordance with the procurement policies of DCT.

4 **Service Provider's Obligations**

4.1 The Service Provider will:

(a) comply at all times with any Applicable Law in connection with its performance of this Agreement;

(b) procure and maintain the Rights and Approvals for the term of this Agreement;

(c) carry out the Services in accordance with the terms of this Agreement and the instructions given from time to time by DCT's Representatives;

(d) follow the Approval Process in connection with the procurement of any Additional Services;

(e) co-operate with DCT and its Affiliates, any Third-Party Provider or other contractor that may be engaged by DCT, or any other party associated directly with this Agreement for the purpose of performing the Services;

(f) ensure that the Services are performed to the satisfaction of DCT and that the quality and consistency of the Services meet Best Industry Practice;

(g) put in place reasonable procedures to ensure that it achieves best value for DCT in delivering the Services, including by gathering multiple quotations from suppliers to obtain the best available rates, options and services;

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(b) satisfied itself:

(i) as to the availability of labour and resources to perform the Services for the term of this Agreement;

(ii) of its ability to perform services of the nature and difficulty of the Services to be performed under this Agreement; and

(iii) of its ability to complete the Services to a high professional standard.

7.2 The Service Provider warrants and undertakes that it will carry out the Services:

(a) in accordance with Best Industry Practice; and

(b) so as to mitigate the risk of damage to the fullest extent possible.

7.3 The warranties contained in this Clause 7 are in addition to any representation, warranty or guarantee given by the Service Provider in respect of the Services or any representation, warranty, guarantee or term implied by any Applicable Law.

8 **Personnel**

8.1 The Service Provider will ensure that the Service Provider Personnel involved in performing the Services:

(a) are suitably qualified;

(b) have the requisite skills, expertise and experience; and

(c) carry out their respective duties with due care and diligence.

8.2 The Service Provider will procure that all Service Provider Personnel who will be required, while performing the Services under this Agreement, to:

(a) enter the areas designated by DCT or DCT's Third-Party Providers as subject to "safe-working" requirements; or

(b) hold a particular kind of security clearance (which DCT or its Third-Party Providers may from time to time require be obtained and maintained pursuant to its security policies),

(c) will observe all of DCT's and its Third-Party Providers' policies and reasonable security and safety requirements provided that Service Provider receives all policies fifteen (15) business days in advance for review in order for the necessary parties to be notified of compliance requirements.

8.3 Subject to Clause 8.4, DCT may, upon reasonable notice require the Service Provider to remove any of the Service Provider Personnel from performing the Services and the Service Provider must promptly arrange for the removal of such individual and, if requested, arrange for their replacement at the Service Provider's cost, with a member of Service Provider Personnel acceptable to DCT.

8.4 If a member of the Service Provider Personnel commits any serious breach of the terms of this Agreement, or of the policies applicable at a Location, DCT may require that such Service Provider Personnel are immediately removed from the Location and from providing the Services, at DCT's sole discretion. The Service Provider will promptly arrange for a replacement member of Service Provider Personnel acceptable to DCT to be made available at the Service Provider's cost.

9 **Sub-Contracting**

9.1 DCT acknowledges that the Service Provider may sub-contract performance of certain aspects of the Services under this Agreement to Sub-Contractors.

9.2 Where the Service Provider requires to engage a Sub-Contractor, the Service Provider will:

(a) obtain DCT's prior written approval;

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(h) in the context of any Additional Services, procure that the goods or services, as applicable, to be delivered to DCT are of appropriate quality;

(i) ensure that the Services are provided in such a manner as to allow them to be taken over by DCT or a new service provider with minimal disruption when this Agreement is terminated or expires;

(j) maintain up-to-date documentation of the processes and tasks involved in providing the Services in a reasonably sufficient manner to enable DCT or a third party to take the Services over when this Agreement is terminated or expires, and provide such documentation to DCT upon request;

(k) when providing the Services at the Locations, Service Provider requests that all policies are shared fifteen (15) business days in advance for review in order for the necessary parties to be notified of compliance requirements and to comply with all reasonable security, operational and safety policies of the applicable Third-Party Provider as may be notified to the Service Provider from time to time; and

(l) act in an ethical manner and will not be dishonest, misleading or unfair.

(m) it will carry out the Services in accordance with Best Industry Practice; and

(n) it will use its best endeavours to ensure an uninterrupted supply and provision of the Services.

4.2 The Service Provider acknowledges that it has been appointed by DCT on the basis of its expertise in performing services similar to the Services. The Service Provider agrees that it will exercise this expertise in all of its decisions relating to the performance of the Services, and will be liable for the direct losses arising as a consequence of such decisions.

4.3 The Service Provider will not translate or register this Agreement or any correspondence or documents in connection with this Agreement with any authorities pursuant to the Commercial Agency Laws without the express prior written consent of DCT.

5 **[Not Used]**

6 **DCT's Obligations**

6.1 DCT will:

(a) comply at all times with any Applicable Law in connection with its performance of this Agreement;

(b) notify its Third-Party Providers of the Service Provider's appointment to provide the Services to the extent DCT deems necessary; and

(c) make available any information and make any decisions the Service Provider reasonably requires in connection with this Agreement.

6.2 In performing its obligations under this Agreement, the Service Provider will be entitled to rely upon:

(a) any routine instructions, authorisations, approvals or other information provided to the Service Provider by the DCT Representative; or

(b) any instructions, authorisations, approvals or other information provided to the Service Provider by any other of DCT personnel identified by DCT's Representative, from time to time, as having the authority to provide the same on behalf of DCT.

7 **Warranties**

7.1 The Service Provider acknowledges and agrees that in entering into this Agreement, the Service Provider has:

(a) not relied on any information provided or statements or representations made by DCT or persons for or on behalf of DCT and relies on its own enquiries;

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(b) only engage reputable Sub-Contractors whose personnel have the requisite skill, experience and qualifications to perform the tasks for which they are responsible and will carry out appropriate due diligence on the Sub-Contractor sufficient to satisfy itself of the same; and

(c) procure that the Sub-Contractor complies with terms no less onerous than those imposed on the Service Provider in connection with performance of the Services, or the relevant part of them, under this Agreement; and

(d) no later than 30 (thirty) days after its receipt of funds from DCT in full or partial discharge of payment under a fully or partially accepted invoice issued under this Agreement, pay all undisputed Sub-Contractor fees due for goods delivered or services performed in connection with that invoice.

9.3 The sub-contracting of any of the Service Provider's obligations under this Agreement will not relieve the Service Provider from liability for the due performance of this Agreement. The acts or omissions of any Sub-Contractor will be deemed to be the acts or omissions of the Service Provider.

10 **Reporting**

10.1 The Service Provider will provide such written reports, and at such times, as may be reasonably requested by DCT, including those specifically referred to in Schedule 11.

11 **Services Audit**

During the term of this Agreement (and for a period of one (1) year after termination or expiration of this Agreement), upon a thirty (30) day prior notice to the Service Provider, DCT (or its appointed representative) shall have the right to audit the records and books of account of the Service Provider that relate to the reimbursable third-party costs and expenses payable to the Service Provider by DCT (or to DCT by the Service Provider) (the Financial Records), during normal business hours and at DCT's own reasonable expense. The scope of the audit should be agreed before the audit starts, and the auditors should sign a non-disclosure agreement. Service Provider should be given the opportunity to review the audit report before it is shown to DCT. Service Provider agrees to cooperate fully with such investigations and/or audits, the scope, method, nature and duration of which shall be at the sole discretion of DCT acting reasonably. The audit shall be limited in duration (maximum 5 working days) and is not allowed more than once a year. The use of an auditor which is not one of the 'Big 4; accountancy firms (PwC, KPMG, E&Y or Deloitte) is subject to Service Provider's prior written approval, and consulting firms (e.g. compensation consultants) or auditors that are remunerated according to their findings are not permitted. Service Provider cannot grant audit rights on sub-contractors unless they are majority owned or controlled by WPP Plc., the Service Provider's parent company. The auditor shall not have access to any of the following information :

(i) confidential financial, payroll, personnel or any other data that would enable to review the compensation available to an individual;

(ii) Service provider operating expense items or Service provider profitability reports (in detail or summary format), input costs of output-based charges, fixed pricing arrangements, non-disclosed media sales, overheads or non-billable expenses; or

(iii) any Financial Records from any time prior to the period of 2 (two) years prior to the date of service of the notice of audit.

12 **Insurance**

12.1 The Service Provider will obtain and maintain the Insurance. If the insurance is sourced in a foreign jurisdiction, the Service Provider must submit evidence of local re-insurance in the U.A.E. within 45 days from the date of this Agreement. Failure to comply with this clause will be deemed a breach of the Service Provider's obligations.

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12.2 The Service Provider will produce, to the reasonable satisfaction of DCT, evidence of the Insurance effected and maintained in accordance with this Clause 12.

12.3 The Service Provider will procure that the Third-Party Provider who provides the Locations will obtain and maintain appropriate insurance in respect of the Locations and the storage services provided to DCT.

12.4 If the Service Provider fails to arrange or keep in force any Insurance required under this Clause 12 DCT may, on giving the Service Provider ten (10) Business Days' prior written notice, arrange or keep in force that Insurance on substantially the same terms as those required under this Clause 12. DCT may pay the premium or premiums and may deduct the amount from any moneys due to the Service Provider under this Agreement.

12.5 In respect of any policy of Insurance, the Service Provider will not knowingly do or omit to do any act or thing whereby the policy of Insurance is rendered void or voidable or otherwise unenforceable as a result of an action or omission of that Party.

13 **Pricing and Payment Terms**

13.1 As consideration for the Services, DCT will pay the Service Charges up to a capped amount of Thirty-Eight Million UAE Dirhams (AED 38,000,000) in accordance with this Clause 13 and Schedule 3.

13.2 In respect of any claim for payment under this Agreement the Service Provider will render invoices to DCT in accordance with the following:

(a) the amount specified in the invoice must correspond to the charges estimates set out in 0; and

(b) the invoice must set out in a manner that reasonably enables DCT to ascertain the Services the invoice covers, where applicable number of hours spent or other relevant information and the respective fees payable in respect of those Services.

13.3 The Service Provider will invoice for Services in accordance with the pricing fee, currency and payment terms set out in 0.

13.4 DCT will retain an amount equivalent to 10% of the value of each of the invoices submitted by the Service Provider under this Agreement. DCT is entitled to liquidate the 10% retention amount in case the Service Provider fails to fulfil any of its obligations hereunder. The 10% retention amount will only be released upon fulfilment of all obligations by the Service Provider pursuant to this Agreement to DCT's satisfaction.

13.5 The Service Provider will provide a copy of any documentation required by DCT pursuant to the Approval Process and a copy of the relevant remittance with any invoice for Additional Services.

13.6 Subject to Clause 13.8, DCT will pay each invoice within thirty (30) days of receipt of the Service Provider's invoice.

13.7 All payments will be made in the currency stated on the invoice.

13.8 If any invoice submitted by the Service Provider is disputed by DCT, DCT will notify the Service Provider of the reasons for the dispute but will otherwise pay that part of the invoice which is not disputed. Any disputed amount will be resolved in accordance with Clause 21.

13.9 All sums payable under this Agreement are exclusive of VAT and DCT will pay the Service Provider an amount equal to any applicable VAT due on those sums subject to the receipt by it from the Service Provider of a Tax Invoice. For the purpose of this Agreement VAT and Tax Invoice have the meanings respectively given to them in Federal Decree- Law No. (8) of 2017 on Value Added Tax.

14 **Intellectual Property Rights**

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14.2 To the fullest extent permitted by applicable law, and provided it is final, selected and fully-paid for, all Intellectual Property Rights in the documents, reports, creative, designs, strategy, technical aspects (including digital files) and material, prepared by the Service Provider in the performance and/or delivery of the Services will vest to DCT.

14.3 Notwithstanding the foregoing, the work product may include discoveries, improvements, ideas, works of authorship, inventions, know-how, and other technology (i) that Service Provider can clearly establish by written evidence was created prior to the Effective Date of this Agreement or independently of performing any work for DCT ("Pre-existing Materials"), or (ii) for which the intellectual property in such work product are owned by third parties who have consented to such use by Service Provider and DCT as set forth herein ("Third Party Materials"). Pre-existing Materials and Third Party Materials are owned by Service Provider or such third party, respectively, and ownership thereof is not assigned or transferred to DCT under this Agreement. In the event that Service Provider incorporates or uses any Pre-existing Materials in any work product, Service Provider grants DCT a perpetual, world-wide, royalty-free, non-exclusive license to use and distribute such intellectual property. In the case of Third Party Materials, DCT shall be bound by any limitations and shall be subject to any restrictions or terms associated with the applicable Third Party Materials, and shall receive, with respect to such Third Party Materials, only such warranties and protections as Service Provider receives directly from the applicable third party.

14.4 The Service Provider agrees to do everything necessary or requested by DCT either during the Term or after the termination of this Agreement, to enable DCT to own and benefit from the Intellectual Property Rights, including formally assigning those rights on a continuing basis to DCT. To the extent any Intellectual Property Rights cannot be assigned by the Parties' conduct, the Service Provider undertakes that it will, and will ensure that each of its employees, representatives, agents and Sub-Contractors will, do all things (including executing any document DCT requires) to give effect to and perfect complete transfer of ownership and assignment to DCT of the Intellectual Property Rights.

14.3 DCT will be entitled, directly or indirectly, to make use of any Intellectual Property Rights at its sole discretion without any reservation or claim from the Service Provider.

14.4 The Service Provider acquires no interest in any document or material provided by DCT. Such documents or materials must be destroyed on termination of this Agreement.

14.5 The Service Provider will not use or exploit any intellectual property or Intellectual Property Right or document/material/information pertaining to this Agreement for any other purpose without prior written approval of DCT (whose silence or failure to provide written approval will not be deemed an approval).

14.6 The Total Fee will include all amounts payable (including, without limitation, royalties) for copyrights, registered designs, licenses and any other Intellectual Property Rights on or in respect of any materials/ deliverables as may be applicable and falling within the scope of the Services provided under this Agreement.

14.7 The Service Provider will indemnify and keep indemnified DCT against any costs, claims, expenses or damages suffered or incurred by DCT arising out of or in connection with any claim brought against DCT for infringement of any third-party Intellectual Property Rights (including but not limited to copyright and design right) pertaining to the Services.

14.8 If any claim is made under Clause 14.7 or, in DCT's reasonable opinion, is likely to be made against DCT, Service Provider will promptly and at its own expense either:

(i) procure such rights as are necessary to enable DCT to continue using or receiving the Services; or

(ii) modify or replace the infringing part of the Services so as to avoid the infringement or alleged infringement.

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15 **Termination**

15.1 This Agreement may be terminated by either Party with immediate effect on giving written notice if the other Party:

(a) commits a material breach of any provision of this Agreement, or in relation to a particular Service, which is incapable of remedy; or

(b) commits a material breach of any provision of this Agreement, or in relation to a particular Service, which is capable of remedy but which the Party fails to remedy within thirty (30) days after receipt of a notice specifying the breach and requiring it to be remedied; or

(c) suffers an Insolvency Event.

15.2 DCT may terminate this Agreement at any time, without cause, on giving the Service Provider not less than one (1) month's prior written notice at any time.

15.3 If DCT has a right to terminate this Agreement pursuant to its terms, DCT may immediately by notice to the Service Provider terminate this Agreement in whole or in part. If DCT exercises its right to terminate only part of this Agreement then, upon termination of part of this Agreement the Service Provider will continue to perform the remainder of this Agreement and, subject to any alterations occurring as a result of such termination (which changes will be agreed through the Change Control Process), DCT and the Service Provider will be subject to the same rights and obligations as existed prior to such partial termination.

15.4 The Parties acknowledge and agree that a court order will not be required in the UAE to give effect to any termination of this Agreement.

16 **Consequences of Termination**

16.1 On termination of this Agreement for any reason:

(a) the Service Provider will, and will procure that its Sub-Contractors will, provide all reasonable assistance and co-operation to DCT to help achieve a quick and efficient transfer of the Services (either to DCT or to a new service provider selected by DCT, as applicable), including:

(i) providing all information which DCT reasonably requires;

(ii) co-operating with DCT or any new service provider, as applicable;

(iii) using its reasonable endeavours to procure that any Sub-Contractor promptly enters into and performs a direct agreement with DCT in relation to the performance of all or part of the Services;

(b) the Service Provider will immediately repay to DCT any portion of the Service Charges which has been paid in advance and which relate to the period after the date of termination. For the purposes of calculating any sum to be repaid under this Clause 16, the Service Charges will be treated as accruing on a daily basis;

(c) other than as expressly permitted under this Agreement, each Party will forthwith cease to use any Confidential Information of the other received in connection with this Agreement and will return on demand, or at the request of the other destroy or permanently erase, all copies of that Confidential Information in its possession or control, save that a Party will be permitted to retain one copy of such part of the Confidential Information if and to the extent required: -

(i) to perform its termination assistance obligations pursuant to Clause 16, except that the party will return or destroy (if requested) that copy once it no longer requires the Confidential Information for those purposes; and/or

(ii) to comply with any Applicable Law or judicial or administrative process; and/or

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(iii) for its legitimate internal compliance issues;

(d) If required by DCT to do so, the Service Provider will certify in writing that it has fully complied with the requirements of Clause 16.1(c).

16.2 Termination of this Agreement for any reason will: -

(a) be without prejudice to any obligation or right of any party which has accrued prior to such expiry or termination; and

(b) not affect any provision of this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such expiry or termination, which includes this Clause 16 and Clauses 1, 7, 12, 13, 17, 19, 20, and 24.

17 **Force Majeure**

17.1 In this Agreement, a "Force Majeure Event" is an event:

a) which is outside of the reasonable control of the Party claiming that a Force Majeure Event has occurred; and

b) the adverse effects of which could not have been prevented or mitigated by that Party by its reasonable diligence or precautionary measures and includes:

i. declared natural disasters and health pandemics but excluding any seasonal flooding or torrential rains;

ii. industrial disputes and strikes (other than strikes involving that Party, its agents, employees or subcontractors) acts of terrorism, riots, civil disturbances, but excludes any change of government, and also excludes the following in the event and to the extent that reasonable precautionary measures could be taken to mitigate or eliminate impact on the Service Provider performance: any conflicts; hostilities; wars (whether declared or not); or the presence of explosives; and

iii. loss or revocation of any licence or regulatory approval necessary for that Party to carry out its business operations where that party is unable to retain or obtain any such licence or regulatory approval within six (6) months from the date of loss or revocation.

17.2 If a Force Majeure Event occurs and prevents a Party from performing its obligations under this Agreement (**"Affected Party"**), the Affected Party must promptly notify the other Party of the Force Majeure Event, the time it started and the likely duration, the extent that its obligations are affected and the measures proposed to remedy or mitigate its consequences. Subject to Clause 17.3 below, the Affected Party's obligations are then suspended solely to the extent that it is able to demonstrate that it is prevented from performing them by the Force Majeure Event. The Affected Party must:

(a) promptly take all necessary steps to remedy or mitigate the Force Majeure Event's effects, so as to resume full performance of its obligations as soon as reasonably possible; and

(b) take all action reasonably practicable to mitigate any loss suffered by the other party as a result of its failure to carry out its obligations.

17.3 A party prevented from performing any of its obligations under this Agreement by Force Majeure Event must:

(a) continue to perform all unaffected obligations in accordance with this Agreement;

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(b) use reasonable endeavours to continue to perform the affected obligations, whether by way of a work-around or other methods agreed with the other party;

(c) use reasonable endeavours to overcome the effects of the Force Majeure Event as soon as possible;

(d) notify the other Party as soon as it is no longer affected by the Force Majeure Event; and

(e) in the case of the Service Provider, treat DCT as its highest priority customer in attempting to restore full services in the event of a Force Majeure Event which affects multiple customers of the Service Provider.

17.4 If a Force Majeure Event substantially prevents, hinders or delays performance or delivery of any whole or part of the Services for a period exceeding of thirty (30) days then DCT may, at its option, immediately terminate this Agreement in whole or in part (including any Services affected by the Force Majeure Event) by written notice to the Service Provider and the rights and obligations of the Parties will be treated in the same manner as if this Agreement had been terminated by the DCT under Clause 15.2.

18 **Liability**

18.1 Notwithstanding any other provision of this Agreement and, in particular, the limitations in Clause 18.2, nothing in this Agreement will exclude or limit either Party's liability under or in connection with this Agreement for:-

(a) fraud or fraudulent misrepresentation;

(b) death or personal injury resulting from the negligence of that Party;

(c) for any other matter in respect of which liability cannot by Applicable Law be limited or excluded;

(d) breach of its obligations under Clause 6; and

(e) any claim under the indemnity in Clause 18.3.

18.2 Neither Party will be liable to the other party for Losses that are not reasonably foreseeable or for consequential, special or indirect Losses, in each case, of any kind whatsoever suffered or incurred by the other Party whether in contract, negligence or any other tort, under statute or otherwise that arise under, or in connection with, this Agreement. In addition and in no event shall either party's aggregated liability arising out of or related to this Agreement exceed an amount equal to two times (2x) the Fees paid or payable by DCT to Service Provider under this Agreement.

18.3 The Service Provider will indemnify DCT and each of DCT's Affiliates on demand in respect of all Losses incurred by or awarded against DCT or any of its Affiliates, as a result of any breach of any warranty or term of this Agreement by the Service Provider or the fraud or negligence of the Service Provider Personnel and for any Defect.

18.4 DCT shall defend, indemnify and hold harmless Service Provider, its parent, affiliates, directors, officers, shareholders, employees, successors and assigns from any and all third-party Losses related to: (i) any use by, or any use authorized by, DCT or its employees of any Third Party Materials provided hereunder in a manner inconsistent with the use rights granted to DCT by a third party, provided that Service Provider has previously fully advised DCT of such use rights; (ii) any description, claim or representation about DCT, which description, claim or representation is required for Service Provider to provide the Services provided hereunder; (iii) any materials supplied by DCT that are incorporated in any Services provided hereunder.

18.5 The Service Provider agrees that all benefits, warranties, indemnities, licences and any other rights granted or provided to DCT under this Agreement are also granted or provided to each of DCT's Affiliates and that the Service Provider owes the same duties and obligations to each of DCT's Affiliates as it owes to DCT.

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18.6 In the event of any negligence or breach of this Agreement by the Service Provider which results in any Loss being suffered by DCT or its Affiliate, that Loss will be treated as if it had been suffered by DCT. DCT will be able to recover any Loss from the Service Provider subject to any limits on the Service Provider's liability contained in this Agreement. For this purpose, any Loss suffered by DCT's Affiliates will not be treated as being indirect, special or consequential in terms of Clause 18.2 simply because it has been suffered by an Affiliate of DCT and not by DCT directly.

18.7 Where one party ("Indemnifying Party") agrees to indemnify and keep the other party ("Indemnified Party") indemnified under this Agreement, such indemnity is subject to the Indemnified Party complying with the following process in the event that a claim arises:

(a) the Indemnified Party must promptly notify the Indemnifying Party in writing of such claim;

(b) the Indemnified Party must not make any admission of liability, settlement or compromise without the prior written consent of the Indemnifying Party;

(c) the Indemnified Party must give the Indemnifying Party express authority to conduct all negotiations and litigation and to defend and/or settle all litigation arising from such claim, provided that the Indemnifying Party regularly consults the Indemnified Party on the conduct and defence of the claim;

(d) the Indemnified Party must provide the Indemnifying Party with all reasonable available information and assistance in relation to such claim as the Indemnifying Party may reasonably require at the Indemnifying Party's cost and expense; and

(e) if within ninety (90) days after the Indemnifying Party's receipt of notice of any such claim, the Indemnifying Party fails to take action to defend or settle such claim, the Indemnified Party may at the Indemnifying Party's expense undertake the defence, compromise or settlement of the claim as it sees fit.

19 **Confidentiality**

19.1 Except as otherwise provided in this Agreement neither Party may, without the prior written approval of the other Party, make public or disclose to any person (except for the purposes only of performing its obligations and, in the case of the Service Provider to Sub-Contractors and the Service Provider Personnel in the performance of their obligations), any of the other Party's Confidential Information or any information about this Agreement and, in giving written approval, a Party may impose such reasonable terms and conditions as it thinks fit.

19.2 The obligations under Clause 19.1 will not be deemed to have been breached to the extent that the information referred to in that Clause:

(a) is or becomes public knowledge other than by breach of Clause 19.1;

(b) is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party;

(c) is legally required to be disclosed; or

(d) has been independently developed or acquired by the receiving Party.

19.3 The Service Provider will ensure that the Service Provider Personnel, do not make public or disclose DCT's Confidential Information. DCT will ensure that all of its employees and agents do not make public or disclose the Service Provider's Confidential Information.

19.4 Nothing in this Clause 19 will prevent DCT from disclosing information:

(a) to Affiliates of DCT; and

(b) where the purpose of such disclosure is related to public accountability.

19.5 Each Party will take all reasonable steps to ensure that information disclosed by it under Clause 19.3 is treated as confidential by its recipients and their servants or agents including, where appropriate, by requiring those people to enter into suitable confidentiality agreements.

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20 **Change Control Process**

Changes will be implemented in accordance with the Change Control Process and the costs arising from such Changes will be borne as agreed by the Parties in accordance with the Change Control Process.

21 **Law and Dispute Resolution**

21.1 This Agreement will be governed by and construed in accordance with the laws applicable in the Emirate of Abu Dhabi and the federal laws of the United Arab Emirates.

21.2 If any dispute arises out of this Agreement, a representative of each Party will attempt to settle any such dispute by negotiation.

21.3 If the dispute is not resolved by negotiation, either party may refer the dispute to the courts of the Emirate of Abu Dhabi which will have exclusive jurisdiction to hear such dispute.

22 **Notices**

22.1 Any demand, notice or other communication given or made under or in connection with this Agreement will be in writing and will be given to the Service Provider or DCT, as the case may be, either personally or by post (registered or air mail as appropriate) appropriately addressed to the address for the relevant Party set out in 0, or such other addressed notified by the recipient from time to time.

22.2 Notices and communications so designated will be deemed to have been duly given or made:

(a) if delivered by hand, upon delivery at the address of the relevant Party;

(b) if sent by prepaid first-class post, five (5) Business Days after posting.

22.3 Where in accordance with the above provisions any notice or communication would otherwise be deemed to be given or made on a day which is not a Business Day, or after 4.00 pm on a Business Day, such notice or other communication will be deemed to be given or made at 9.00 am on the next Business Day.

23 **Assignment**

Except as expressly set out in this Agreement, the Service Provider may not assign, transfer, deal in or declare a trust in respect of all or any part of its rights or obligations under this Agreement without the prior written consent of DCT.

24 **General**

24.1 All actions taken by the Parties in connection with this Agreement shall be conducted in compliance with all applicable anti-bribery laws, rules and regulations. Each Party represents and warrants that it has not been accused or convicted of a corruption or bribery-related offense. Each Party specifically agrees that it shall not pay, offer to pay, or authorize the payment of money or anything of value, directly or indirectly, to any person or organization for the purpose of improperly inducing that person or organization to make a buying decision or to improperly assist in obtaining or retaining business or any other outcome favourable to either Party. Any breach of this section may result in immediate termination of the Agreement or purchase orders, as applicable, by either Party without liability for such termination and without prior notice.

24.2 Each Party is an independent contractor and nothing contained in this Agreement, and no action taken by the Parties pursuant to this Agreement, will be construed to imply that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee, nor are the Parties hereby engaging in a joint venture, association or other co-operative venture, and accordingly neither of the Parties will have any right or authority to act on behalf of the other nor to bind the other by contract or otherwise, unless expressly permitted by the terms of this Agreement.

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24.3 The Parties will do and cause to be done all such acts, matters and things and will execute and deliver all such documents and instruments as will be reasonably required to enable the Parties to perform their respective obligations under, and to give effect to the transactions contemplated by, this Agreement.

24.4 This Agreement will be written and construed in the English language, and all questions of interpretation of this Agreement will be resolved by reference to the same as written in English. This Agreement may not be translated into Arabic without the prior written consent of DCT.

24.5 All communications between the Parties arising out of or in connection with this Agreement will be in English. If the Agreement is translated into the Arabic language or any other foreign language, the English version will prevail for all purposes, including any disputes or claims that may be resolved by any legal proceeding. If, in either case, a version translated into the Arabic language is required, the Service Provider will prepare the translation.

24.6 If any of the provisions of this Agreement are judged to be illegal or unenforceable, the continuation in full force and effect of the remaining provisions will not be prejudiced unless the substantive purpose of this Agreement is then frustrated, in which case either Party may terminate this Agreement on reasonable written notice.

24.7 The failure to exercise or delay in exercising a right or remedy under this Agreement will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement will prevent any further exercise of the right or remedy or the exercise of any other right or remedy. A provision or a right under this Agreement may not be waived except in writing signed by the Party granting the waiver, or varied except in writing signed by the Parties.

24.8 This Agreement, together with the documents referred to in it, represents the entire understanding between the Parties in relation to the subject matter hereof and supersedes all previous agreement between the Parties relating to such matters, whether oral or written. The Parties agree that, except as expressly set out in this Agreement, neither Party will have any liability for any untrue statement or representation made by it (whether innocently or negligently) upon which the other Party relied in entering into this Agreement, unless such untrue statement or representation was made fraudulently.

This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, each of which so executed and delivered will constitute an original, but all the counterparts will together constitute one and the same instrument.

Authorised signatory for and on behalf of

DEPARTMENT OF CULTURE AND TOURISM

ABU DHABI

Mohamed Khalifa Al Mubarak (Apr 11, 2021 14:41 GMT+4)

[Name] HE Mohamed Khalifa Al Mubarak

[Title] Chairman

Authorised signatory for and on behalf of

THE SERVICE PROVIDER

Mr. Sunil John

President – Middle East

أصداء للعلاقات العامة
ASDA'A PUBLIC RELATION
ص.ب: ٤٤٢٨١، أبوظبي، الإمارات العربية المتحدة
P.O. BOX 44281, ABU DHABI, UAE.

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- Authorised Representatives and Addresses for Notices

1 DCT's Representative (subject to a written confirmation by DCT of the communication matrix):

Monique Safayan – Senior Executive International Media Relations – PR & Communications Department

Fakhry Maher Alsarraj – Office of Executive Director, Tourism

2 The Service Provider Representative –

Mr. Sunil John – President – Middle East

3 The Service Provider's Address for Notices –

Office 1303, 13th Floor, Sky Tower, Reem Island, P.O Box 44281, Abu Dhabi, United Arab Emirates

With a copy to: Jerry Lombardo, Global Chief Financial Officer, 200 Fifth Avenue, 6th Floor, New York, New York 10010, United States of America

4 DCT's Address for Notices –

Nation Towers offices, Corniche, Abu Dhabi

P. O. Box 94000

Attn.: Undersecretary

With a copy to: Legal Affairs Department

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- Services and Insurances

I – Services:

The Services will be as follows:

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Category	Deliverables	Due By
Strategic Communications Support	○ Analysis of Abu Dhabi's reputation and target audience. ○ Advice on key areas of focus to ensure Abu Dhabi's reputation is maintained (particularly proactive approaches). ○ Advice around how Communications can support the brand positioning and take this forward and encourage further travellers to visit – this should consider key industry leaders who should be engaged with as part of our stakeholder plan. This includes the development of all relevant positioning (including messaging documents) that are aligned with Abu Dhabi's vision. ○ In addition to an outline of the approach to media relations, an overview of key (and realistic recommendations) of documentary / filming as well as largely editorial media partnerships that should be prioritised in 2021.	Ongoing
Media Relations	○ Including the planning and managing of the yearly Communications schedule. ○ The ongoing update of press kit materials. ○ Support responding to press office inquires. ○ Development of individual market focused press announcements (on average 1 – 2 per week). ○ The agency will also be required to develop Q&A's for key announcements. ○ Distribution of press releases, follow up with press (this includes booking and managing wires). ○ Securing interviews, preparing briefing documents (including profiles of journalists), staffing briefing sessions ahead of the interview with spokespeople, sitting in on the interview and feeding back afterwards. ○ Placing features in key news, arts, lifestyle and tourism publications (including developing the pitch). ○ Press trip management (including invitation, full elaboration / validation / coordination of itinerary, booking logistics and all arrangements, hosting and follow up once the journalist has left) – All bookings for all services need to be confirmed by DCT. Payments are all made by DCT and not by the agency. ○ Advise on media partnerships (including editorial plans, benefits) and support in the delivery of content to these partners (envisaged a maximum of 2 per year) as well as the management of those relationships on a day to day basis where required. ○ Broadcast media – support on advice of the approach for broadcast media (with particular attention to documentaries) and support the team in staffing filming of these requests. ○ Updating of tracker with contact details of all press engaged with, on behalf of DCT (to include requests for interviews, information, images etc.). ○ Awards submission. ○ The Agency will demonstrate strong media relations experience (particularly for targeted campaigns) with influential tourism lifestyle and travel press.	Ongoing

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Media Monitoring & Reports:	○ Analysis of important industry news. ○ For projects / important announcements: A summary within 24 hours of a major event with secured, pitched and coverage expected followed by another summary at the conclusion of the week to feed into the weekly report on the specific project. We would also require a final coverage report when most of the key coverage has been secured / tracked. ○ Prepare a monthly coverage report and added analyses by agency. ○ To receive hero coverage once issued as a result of fam trips in addition to Weekly monitoring report. ○ Media analysis tracks message placement and positioning of the Abu Dhabi brand. ○ Audits to identify awareness and perceptions report. ○ One comprehensive audit report towards the end of the year of current internal communications strategies and activities.	Ongoing
Ongoing issues and crisis management	○ Immediate flagging of sensitive articles and management team mobilised ready to respond. This is also required on weekends. ○ Advising on approach / responses / Q&A's. ○ Drafting recommendations on the above.	Ongoing
Crisis communications preparedness	○ Review of business responses every 6 months. ○ Preparation of crisis communications response and manual. ○ Training and simulations for any other elements seen as requirements by the agency.	Every 6 months
Project Expenses	○ Monthly submission of a single invoice broken down into fees / itemised expenses with all supporting documents (approval by client on quote, invoice from supplier and where relevant proof of delivery).	Monthly
Research	○ Project Manage a quarterly research	Quarterly

II – Insurances

Professional Liability Insurance – USD One Million ($1,000,000/-)

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- Service Charges

Retainer:

The Service Provider will invoice a retainer amount of the following, per month based on the rate card below;

2021 AED 1,080,000

2022 AED 900,000

2023 AED 900,000

2024 AED 900,000

The Service Provider will invoice the 10% retention amount of the following, Upon acceptance by DCT of satisfactory completion of the Services.

2021 AED 1,200,000 payable in January 2022

2022 AED 1,200,000 payable in January 2023

2023 AED 1,200,000 payable in January 2024

2024 AED 200,000 payable in February 2024

Rate Card;

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UAE			
Category	**Resource**	**Hourly Rate (AED)**	**Hourly Rate (USD)**
Planning			
Lead	Senior Director	Redacted	
Planner	Account Manager		
Support to strategy and planning team	Senior Account Executive		
Crisis Director			
Creative			
Director	Director		
Arabic Copywriter	Senior Account Executive		
English Copywriter	Senior Account Executive		
Designer	Account Executive		
Animator	Account Executive		
Researcher	Account Manager		
Client Servicing			
Account Director	Drector		
Account Manager	Account Manager		
Support team	Account Executive		
Delivery			
Media Relations Director	Director		
Media Relations Manager	Account Manager		
Account Manager, Analytics	Senior Account Executive		
Account Executive, Analytics	Account Executive		
Translation			

GCC			
Category	**Resource**	**Hourly Rate (AED)**	**Hourly Rate (USD)**
Planning			
Lead	Senior Director	Redacted	
Planner	Account Manager		
Support to strategy and planning team	Senior Account Executive		
Crisis Director			
Creative			
Director	Director		
Arabic Copywriter	Senior Account Executive		

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English Copywriter	Senior Account Executive	Redacted
Designer	Account Executive	
Animator	Account Executive	
Researcher	Account Manager	
Client Servicing		
Account Director	Director	
Account Manager	Account Manager	
Support team	Account Executive	
Delivery		
Media Relations Director	Director	
Media Relations Manager	Account Manager	
Account Manager, Analytics	Senior Account Executive	
Account Executive, Analytics	Account Executive	
Translation		

USA			
Category	**Resource**	**Hourly Rate (AED)**	**Hourly Rate (USD)**
Planning		Redacted	
Lead	Senior Director		
Planner	Account Manager		
Support to strategy and planning team	Senior Account Executive		
Crisis Director			
Creative			
Director	Director		
Arabic Copywriter	Senior Account Executive		
English Copywriter	Senior Account Executive		
Designer	Account Executive		
Animator	Account Executive		
Researcher	Account Manager		
Client Servicing			
Account Director	Director		
Account Manager	Account Manager		
Support team	Account Executive		
Delivery			
Media Relations Director	Director		
Media Relations Manager	Account Manager		
Account Manager, Analytics	Senior Account Executive		
Account Executive, Analytics	Account Executive		
Translation			

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UK			
Category	**Resource**	**Hourly Rate (AED)**	**Hourly Rate (USD)**
Planning		Redacted	
Lead	Senior Director		
Planner	Account Manager		
Support to strategy and planning team	Senior Account Executive		
Crisis Director			
Creative			
Director	Director		
Arabic Copywriter	Senior Account Executive		
English Copywriter	Senior Account Executive		
Designer	Account Executive		
Animator	Account Executive		
Researcher	Account Manager		
Client Servicing			
Account Director	Director		
Account Manager	Account Manager		
Support team	Account Executive		
Delivery			
Media Relations Director	Director		
Media Relations Manager	Account Manager		
Account Manager, Analytics	Senior Account Executive		
Account Executive, Analytics	Account Executive		
Translation			

India			
Category	**Resource**	**Hourly Rate (AED)**	**Hourly Rate (USD)**
Planning		Redacted	
Lead	Senior Director		
Planner	Account Manager		
Support to strategy and planning team	Senior Account Executive		
Crisis Director			
Creative			
Director	Director		
Arabic Copywriter	Senior Account Executive		
English Copywriter	Senior Account Executive		
Designer	Account Executive		
Animator	Account Executive		
Researcher	Account Manager		
Client Servicing			

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Account Director	Director
Account Manager	Account Manager
Support team	Account Executive
Delivery	
Media Relations Director	Director
Media Relations Manager	Account Manager
Account Manager, Analytics	Senior Account Executive
Account Executive, Analytics	Account Executive
Translation	

Redacted

China			
Category	**Resource**	**Hourly Rate (AED)**	**Hourly Rate (USD)**
Planning			
Lead	Senior Director		
Planner	Account Manager		
Support to strategy and planning team	Senior Account Executive		
Crisis Director			
Creative			
Director	Director		
Arabic Copywriter	Senior Account Executive		
English Copywriter	Senior Account Executive		
Designer	Account Executive		
Animator	Account Executive		
Researcher	Account Manager		
Client Servicing			
Account Director	Director		
Account Manager	Account Manager		
Support team	Account Executive		
Delivery			
Media Relations Director	Director		
Media Relations Manager	Account Manager		
Account Manager, Analytics	Senior Account Executive		
Account Executive, Analytics	Account Executive		
Translation			

Redacted

Germany			
Category	**Resource**	**Hourly Rate (AED)**	**Hourly Rate (USD)**
Planning			
Lead	Senior Director		
Planner	Account Manager		
Support to strategy and planning team	Senior Account Executive		
Crisis Director			

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Creative		
Director	Director	Redacted
Arabic Copywriter	Senior Account Executive	
English Copywriter	Senior Account Executive	
Designer	Account Executive	
Animator	Account Executive	
Researcher	Account Manager	
Client Servicing		
Account Director	Director	
Account Manager	Account Manager	
Support team	Account Executive	
Delivery		
Media Relations Director	Director	
Media Relations Manager	Account Manager	
Account Manager, Analytics	Senior Account Executive	
Account Executive, Analytics	Account Executive	
Translation		

France			
Category	**Resource**	**Hourly Rate (AED)**	**Hourly Rate (USD)**
Planning			Redacted
Lead	Senior Director		
Planner	Account Manager		
Support to strategy and planning team	Senior Account Executive		
Crisis Director			
Creative			
Director	Director		
Arabic Copywriter	Senior Account Executive		
English Copywriter	Senior Account Executive		
Designer	Account Executive		
Animator	Account Executive		
Researcher	Account Manager		
Client Servicing			
Account Director	Director		
Account Manager	Account Manager		
Support team	Account Executive		
Delivery			
Media Relations Director	Director		
Media Relations Manager	Account Manager		
Account Manager, Analytics	Senior Account Executive		
Account Executive, Analytics	Account Executive		

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Translation		Redacted	

Italy			
Category	**Resource**	**Hourly Rate (AED)**	**Hourly Rate (USD)**
Planning			
Lead	Senior Director	Redacted	
Planner	Account Manager		
Support to strategy and planning team	Senior Account Executive		
Crisis Director			
Creative			
Director	Director		
Arabic Copywriter	Senior Account Executive		
English Copywriter	Senior Account Executive		
Designer	Account Executive		
Animator	Account Executive		
Researcher	Account Manager		
Client Servicing			
Account Director	Director		
Account Manager	Account Manager		
Support team	Account Executive		
Delivery			
Media Relations Director	Director		
Media Relations Manager	Account Manager		
Account Manager, Analytics	Senior Account Executive		
Account Executive, Analytics	Account Executive		
Translation			

Russia & CIS Region			
Category	**Resource**	**Hourly Rate (AED)**	**Hourly Rate (USD)**
Planning			
Lead	Senior Director	Redacted	
Planner	Account Manager		
Support to strategy and planning team	Senior Account Executive		
Crisis Director			
Creative			
Director	Director		
Arabic Copywriter	Senior Account Executive		
English Copywriter	Senior Account Executive		
Designer	Account Executive		
Animator	Account Executive		
Researcher	Account Manager		
Client Servicing			

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Account Director	Director
Account Manager	Account Manager
Support team	Account Executive
Delivery	
Media Relations Director	Director
Media Relations Manager	Account Manager
Account Manager, Analytics	Senior Account Executive
Account Executive, Analytics	Account Executive
Translation	

Redacted

Australia

Category	Resource	Hourly Rate (AED)	Hourly Rate (USD)
Planning			
Lead	Senior Director		
Planner	Account Manager		
Support to strategy and planning team	Senior Account Executive		
Crisis Director			
Creative			
Director	Drector		
Arabic Copywriter	Senior Account Executive		
English Copywriter	Senior Account Executive		
Designer	Account Executive		
Animator	Account Executive		
Researcher	Account Manager		
Client Servicing			
Account Director	Director		
Account Manager	Account Manager		
Support team	Account Executive		
Delivery			
Media Relations Director	Director		
Media Relations Manager	Account Manager		
Account Manager, Analytics	Senior Account Executive		
Account Executive, Analytics	Account Executive		
Translation			

Redacted

Volume Rebate:

The Volume Rebate thresholds are stated below. The discounts are only calculated on the incremental revenue that falls into each monetary band and only applies to the retainer/rate cards above and does not include 3rd party costs.

Spend greater than $1,000,000 to $1,999,999.99 2.50% Rebate

Spend between $2,000,000.00 to $3,000,000.00 5.00% Rebate

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Spend between $3,000,000.01 to $4,999,999.99	7.50% Rebate
Spend from $5,000,000.00 & over	10.00% Rebate

The Rebate payments will coincide with the retention payment and will be used to off-set the retention payment. Any Rebate amount over the retention payment will be used to off-set the final invoice at the end of the agreement.

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Schedule 4 –

Change Control Process

Requesting Changes

5 Each Party may from time to time request a Change in a notice specifying in as much detail as is reasonably practicable the nature of the Change (the **Change Request**) to the other Party (the **Receiving Party**). The Receiving Party will promptly consider each Change Request.

2. At the request of DCT, the Service Provider will provide DCT with a brief written impact assessment in relation to a proposed Change as soon as reasonably practicable after it receives the request. The impact assessment will include the following (unless DCT specifies otherwise):

   (a) details of the impact of the Change Request on this Agreement including any changes to the Services or other variations to this Agreement;

   (b) the Service Provider's view of the benefits of the proposed Change insofar as it is able to make this assessment;

   (c) subject to paragraph 3, a detailed estimate of any charge for implementing the Change Request;

   (d) the expected timetable for the implementation of the proposed Change and, where appropriate, a proposed project plan;

   (e) details of the impact, if any, of the proposed Change on compliance with any Applicable Law insofar as the Service Provider is able to make this assessment; and

   (f) the acceptance criteria and acceptance testing to be applied to the proposed Change.

3. The Parties will meet to discuss and agree the impact assessment, if applicable, and the Change Request with such amendments as may be required by DCT. Subject to paragraph 5, the Service Provider will have no obligation to commence work and DCT will have no obligation to make any payment, until the relevant Change Request has been fully agreed and signed off in accordance with this Change Control Process.

4. Once a Change Request has been signed by an authorised signatory of each Party, the Change documented in the Change Request will form part of this Agreement, together with any special terms contained in such Change Request. The Service Provider will maintain a log of all Change Requests agreed between the Parties during the term of this Agreement.

5. DCT will have the right to require the Service Provider to implement a proposed Change Request prior to the Change Request being agreed and signed-off if DCT (in its absolute discretion) considers that the Change Request is necessary. In such event the Service Provider will take all such steps as are required to implement this Change Request in accordance with DCT's requirements and the Service Charges will be adjusted to represent the amount agreed by the Parties in the Change Request.

6. Unless otherwise specified in this Agreement or the agreed Change Request, each Party will be responsible for its own costs incurred in the preparation or consideration of Change Requests, impact assessments and in the completion of its obligations described in this paragraph 6.

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