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OMB No. 1124-0006; Expires October 31, 2026

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
Lou Hammond & Associates, Inc.

2. Registration Number
6306

3. Primary Address of Registrant
900 3rd Avenue, Suite 200, New York, NY 10022

4. Name of Foreign Principal
Dubai Corporation for Tourism and Commerce Marketing

5. Address of Foreign Principal
4th Floor, One Central, The Offices 2, Dubai World, PO Box 594
Dubai UAE
UNITED ARAB EMIRATES

6. Country/Region Represented
UNITED ARAB EMIRATES

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

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

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(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

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

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

To market tourism and commerce in the Emirate

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).

See Appendix for Response

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.

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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
11/13/2023	Olivia D Preston-Wozgen	/s/Olivia D Preston-Wozgen

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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
10/11/2023	Olivia Preston-Werger	

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Appendix
Response to Item 11

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

Item 10(b) Supervised: DET is the principal authority for the planning, supervision, development and marketing of Dubai's economic & tourism sectors. It markets and promotes the emirate's commerce sector and is responsible for the licensing and classification of all economic & tourism services, including hotels, tour operators and travel agents.

Item 10(b) Owned: The DET owns of the real property, movables, assets, devices, equipment, and other property of the Department of Economic Development and the Department of Tourism and Commerce Marketing;

Item 10(b) Directed: The Dubai Corporation for Tourism and Commerce Marketing will retains the legal personality granted to it under the legislation establishing it or regulating its work; and will exercise the duties and powers assigned to it by such legislation under the DET supervision, provided that these duties and powers do not conflict with the functions of the DET.

Item 10(b) Controlled: Dubai Corporation for Tourism and Commerce Marketing must implement the approved plans and policies, and must submit to the Director General periodic reports on their work, programmes, statistics, and available information.

Item 10(b) Financed: The financial appropriations allocated to the Department of Economic Development and the Department of Tourism and Commerce Marketing by the Department of Finance in their respective annual budgets.

Item 10(b) Subsidized: The following will be transferred to the DET the employees of the Department of Economic Development, the Department of Tourism and Commerce Marketing, and the Affiliates, as well as the financial appropriations allocated to these employees by the Department of Finance, in accordance with the provisions of the above-mentioned Law No. (1) of 2016 and other legislation in force in the Emirate. In applying human resources legislation to these transferred employees, the provisions of paragraph (9)(b) hereof must be observed; and their existing rights must not be prejudiced; and the financial appropriations allocated to the Department of Economic Development and the Department of Tourism and Commerce Marketing by the Department of Finance in their respective annual budgets

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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
Lou Hammond & Associates, Inc.	6306

3. Name of Foreign Principal
Dubai Corporation for Tourism and Commerce Marketing

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? 03/01/2023

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

The appointment of Lou Hammond & Associates, Inc as the Public Relations agency of record to lead the in-market PR strategy, media relations, communication campaigns, in market activities/event and to the main point of contact for local stakeholders on behalf of the Client in the US.

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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.

Brand positioning, planning and strategy, Media relations, FAM/ Press Trips, Content partnerships, broadcast opportunities, integrated campaigns, Media monitoring, reporting, and crisis management.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

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

Yes ☐ No ☒

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

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

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

Date	Contact	Method	Purpose

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

Yes ☒ No ☐

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
06/20/2023-06/20/2023	Wire	Monthly Rublic Relations Retainer covering March 2023 - May 2023	$ 80,955.00
10/11/2023-10/11/2023	Wire	Monthly Public relations retainer covering June - August 2023 and Expense invoice	$ 82,539.35
			$ 163,494.35
			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, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☒ No ☐

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

Date	Recipient	Purpose	Amount/Thing of Value
06/20/2023-10/11/2023	Reach Global Marketing LTD	Canada's Monthly Retainer for Dubai	$ 35,000.00
			$ 35,000.00
			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

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Date	Printed Name	Signature
11/13/2023	Olivia Preston-Wozgen	/s/Olivia Preston-Wozgen

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Date	Printed Name	Signature
10/11/2023	Olivia Preston-Wozer	

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SERVICE AGREEMENT

between

DUBAI CORPORATION FOR TOURISM AND COMMERCE MARKETING

and

LOU HAMMOND & ASSOCIATES, INC.

for

Public Relations Services in USA and Canada

Dubai Tourism Confidential

Contract Reference:

Ref: [DCTCM/ *LOU HAMMOND & ASSOCIATES/C/42300366*]

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حكومة دبي
GOVERNMENT OF DUBAI

DUBAI
للاقتصاد والسياحة
Economy and Tourism

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THIS SERVICE AGREEMENT is entered into on **01 March 2023**

Between:

THE FIRST PARTY

Name: Dubai Corporation for Tourism and Commerce Marketing

Address: 4th Floor, One Central, The Offices 2, Dubai World Trade Centre, PO Box 594, Dubai UAE

Represented by (name and position): Issam Kazim, Chief Executive Officer

Hereinafter called the (the "**Client**"); and

THE SECOND PARTY

Name: ***LOU HAMMOND & ASSOCIATES, INC***

Address: 145 King Street Suite 411, Charleston, SC 29401

Represented by: Stephen Hammond, CEO

Hereinafter called the ("**Service Provider**").

The Client and the Service Provider shall be referred to hereinafter either individually as a **Party** or collectively as the **Parties**.

WHEREAS, the Client wishes to appoint the Service Provider to provide the Services (as defined in the General Conditions) and the Service Provider has agreed to provide the Services.

WHEREAS, such Services shall also be provided to the parent company of the Client, the Department of Economy and Tourism, and its wholly-owned subsidiaries (collectively, "**DET"**).

NOW, THEREFORE, it is agreed as follows:

1. This agreement between the Parties is comprised of:

   1.1. this Service Agreement, including the Particulars and Additional Clauses, which shall consist of and comprise an integral part of this Services Agreement;

   1.2. the Schedules to this Service Agreement; and

   1.3. the General Conditions.

2. In this Service Agreement, unless otherwise expressly specified, words and expressions shall have the meanings assigned to them in Clause 1.1 of the General Conditions.

3. With effect from the Commencement Date (01 March 2023 as defined herein), the Client appoints the Service Provider to provide the Services ("**Project**"), and the Service Provider hereby accepts the appointment in accordance with the terms and conditions of this Service Agreement.

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PARTICULARS AND ADDITIONAL CLAUSES

1. **Commencement Date and Term**

1.1. **Commencement Date:** The Commencement Date of this Agreement is 01 March 2023.

1.2. **Term:** This Agreement shall commence on the Commencement Date and shall continue and remain in full force and effect for a period of [2 years from 01 March 2023 to 28 February 2025] ((the "**Initial Term**" 1-year PR retainer + 1-year (following review)), unless terminated in accordance with the provisions of this Agreement or as otherwise agreed by the Parties in writing. The Client shall notify the Service Provider in writing, at least 30 days prior to the expiration of the Initial Term or any Renewal Term (as defined herein), of whether or not it intends to renew this Agreement for an additional period of one year from the expiration of the Initial Term (the "**Renewal Term**," and with the Initial Term, the "**Term**"), and upon providing such notice this Agreement shall be automatically renewed. Any such Renewal Term will be subject to the same terms and conditions of this Agreement. For the sake of clarity, if the Client does not renew the Initial Term, the Initial Term shall be deemed the Term of this Agreement.

2. **Project**

2.1. The Project involves the appointment of a Public Relations representation agency to lead the in-market PR strategy, media relations, communication campaigns, in-market activities/events and to be the main point of contact for local stakeholders on behalf of the Client in the US (primary) as well as Canada (secondary).

2.2. Service Provider to provide the Client and DET with PR and communications services, including but not limited to market outreach through insights on consumer behaviours, innovative, effective PR activations, FAM trips and destination Marketing Communications.

3. **Data Protection**

3.1. In the course of provision of the Services to the Client pursuant to this Agreement, the Service Provider may process or handle personal data on behalf of the Client. The Service Provider agrees to comply with the provisions of the data processing agreement as set out at Schedule 2 with respect to any personal data collected and processed for or behalf the Client in relation to the Services.

4. **Right of Suspension**

4.1. The Client may suspend all or any part of the Services by providing prior written notice to the Service Provider, and the Service Provider shall immediately make

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arrangements to cease performance of the relevant part of the Services and minimise expenditure, but shall continue to perform any unsuspended part of the Services. The Client may, at any time, authorize resumption of the suspended part of the Services by notifying the Service Provider in writing of the part of the Services to be resumed and the effective date of the withdrawal of the suspension. The Services shall be promptly resumed by the Service Provider on effective date of resumption of Services after receipt of such notification, and the Term of this Agreement may be extended for the period of such suspension at the Client's discretion upon written notice. Upon the Client's notification to resume the Services, the Service Provider shall update the project plan and payment schedule (as required) for the Client's prior written approval. For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, payments by the Client shall not commence until the Client approves the updated payment schedule.

5. Additional Force Majeure Clauses

5.1. Notwithstanding anything to the contrary in the Agreement, the Parties hereby acknowledge and agree the following:

5.1.1.1. the new COVID-19 coronavirus has triggered a serious health event, and such COVID-19 event or any other governmental action as a result of COVID-19 shall be deemed an unavoidable and unforeseeable Force Majeure Event under this Agreement without further approval or consent of the Parties provided that such COVID-19 Force Majeure Event does not arise as a result of the affected Party's own fault or negligence, and renders the performance of the affected Party, its obligations under this Agreement, and/or receiving the benefits under this Agreement impossible (the "**COVID-19 Force Majeure Event**");

5.1.2.2. provided that a notice has been issued, and the Party affected by the Force Majeure Event has taken reasonable precautions and actions to mitigate the effects of such COVID-19 Force Majeure Event in connection with performing its obligations under this Agreement, the Party affected by the COVID-19 Force Majeure Event shall not be liable for suspending, cancelling any part or all of this Agreement, or terminating this Agreement or any delay in performing its obligation under this Agreement to the extent that such suspension, cancelation, termination or delay has been caused by the COVID-19 Force Majeure Event.

5.1.3.3. In the event of a COVID-19 Force Majeure Event, Clause 20.4 of the General Conditions shall not be applicable and if either Party reasonably considers such COVID-19 Force Majeure Event applicable to it to be of such severity or to be continuing for a period of more than 2 continuous months, then the Parties may mutually agree to either terminate this Agreement upon serving 30 days' notice or suspend performance until otherwise agreed by the Parties in accordance with Clause 4.1 above and in such event the Term shall be extended for 2 months; provided, however, if the Parties are unable to agree to either terminate or suspend the Agreement in accordance with this clause, the Agreement shall be deemed terminated without further action of the Parties. If

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either Party does not agree that a COVID-19 Force Majeure Event has occurred, then the dispute shall be dealt with pursuant to Clause 30 of the General Conditions.

5.1.4.4. If the Parties terminate this Agreement pursuant to Clause 6.1.3.3 above, the Client shall pay the Service Provider the portion of the outstanding Fees relating to the Services properly and satisfactorily carried out prior to the effective date of termination on a pro rata basis as soon as practically possible provided that the Client is in the position to use such Deliverables in the form submitted, and provided that the Party affected by the COVID-19 Force Majeure Event used all reasonable endeavors to mitigate the effect of the COVID-19 Force Majeure Event on the performance of its obligations. The Client shall not be liable to the Service Provider for any losses, claims, damages, fees, liabilities, costs or expenses suffered or incurred by the Consultant resulting from such termination. The ownership of all Project Materials shall be vested in or transferred to the Client as soon as they have been paid for by the Client in accordance with the General Conditions and ownership of any Project Materials which remain a work in progress as of the date of termination shall be vested in or transferred to the Client as soon as the Client has paid the pro-rated Fees with respect to such Project Materials.

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حكومة دبي
GOVERNMENT OF DUBAI

DUBAI
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Economy and Tourism

IN WITNESS whereof, the Parties have caused their duly authorised representatives to execute and deliver this Service Agreement in two (2) original copies, on the date first above written.

For and on behalf of Dubai Corporation for Tourism and Commerce Marketing:

Signature:

Name: Issam Kazim

Designation: Chief Executive Officer

Stamp:

Witnessed by:

Signature: Essa Bin Hadher

Digitally signed by Essa Bin Hadher
Date: 2023.03.13 13:02:36 +04'00'

Name: Essa Bin Hadher

Designation: CEO-Economic Strategy & Competitiveness

For and on behalf of Lou Hammond & Associates, Inc.

Signature:

Name: STEPHEN HAMMOND

Designation: CEO

Stamp:

Witnessed by:

Signature:

Name: Cristiana Daza

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SCHEDULE 1

(A) SERVICES

1. General

1.1. ***Services Generally***: The Service Provider shall provide to the Client and DET the:

1.1.1. annual retainer services which are more specifically set out in Clause 2.2 of this Schedule 1(A) ("**Annual Retainer Services**") and include: developing, executing and delivering comprehensive PR programs that generate maximum publicity to drive consumer awareness of new offerings and create demand to visit Dubai. This scope is further detailed in the Scope of Work set out in Annexure 1 ("**SoW**");

1.1.2. project services which may be requested in accordance by the Client and agreed upon by the Parties in accordance with the mechanism as set out in Clause 3 of this Schedule 1 ("**Project Services**"); those additional Services set out in Clause 4 of this Schedule 1(A) (the "**Additional Services,**" and with the Annual Retainer Services, Project Services, collectively, the "**Services**"); and

1.1.3. it is acknowledged that the Services detailed in this Services Agreement are intended to be a framework only, and may be subject to change throughout the course of the contract. In all cases, changes are subject to both Client and Service Provider's written approval.

1.2. The Service Provider shall provide the Services in accordance with the terms of this Agreement, the specifications set out in the SoW, and the agreed KPIs as set out in this Agreement in Annex 3.

1.3. ***Key Personnel***: The team are set out at Schedule 1 (F) (1.1) (the **"Key Personnel**").

1.4. ***Regions Covered by the Services:***

1.4.1. For the purposes of this Agreement, the "**Regions**" North America – United States of America and Canada

1.4.2. During the course of the first Review Meeting (as referred to below), and in any event following the expiry of the first six (6) months of this Agreement, the Client may at its sole discretion review the performance of the Services (if any) provided by the Service Provider.

1.4.3. In any event, and in all cases, the Service Provider will provide Services in accordance with the General Conditions.

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2. **Annual Retainer Services**

2.1. The Annual Retainer Services are provided on an on-going, annual basis from the Commencement Date. The Service Provider shall provide the Annual Retainer Services in each region North America i.e. United States of America and Canada.

2.2. The Service Provider hereby agrees to provide the Annual Retainer Services as set forth below:

Deliverables	Quantity
• **Brand Positioning, Planning & Strategy: Annual PR plan - aligned with Dubai Economy & Tourism's goals**	Developed at the kick-off of our collaboration, with revisions throughout the year(s) as needed. • The pulse of media in US/Canada markets • Define target audiences and travellers' profiles + • Build message house & communication pillars • Roll-out plan timeline • Monthly updated status of the PR plan inclusive planned vs. delivered (plus opportunistic)
• **Always-on press office / Media Relations Management (pro-active and reactive)**	Ongoing - Build and maintain relationships with key media in the USA on behalf of Dubai Economy & Tourism. • Build and curate media lists & editorial calendar • Manage media requests – always on • Revamp press kit based on DET existing material • Draft, distribute and pitch press releases (around 12 press releases /year), media alerts, tailored features • Speech writing, written interviews and press briefings as needed • Media Monitoring – weekly, project based and monthly • ***A minimum of 14 pieces of coverage should be published per month (USA & Canada)***
• **Fam/ Press Trips**	• Expect 3 Group Fam Trips, including approx. 4-5 journalists (4-5 publications) per trip. **Agency will accompany up to 5 Group Fam Trips. Individual Fam Trips will not be accompanied by Agency Representative, unless specifically requested by DET SOW to then be reviewed on a case by case basis** *Note that:* • *1 PR Agency Representative will accompany each media visit.-* • *DET will cover the travel costs separately – not included in the PR retainer.*

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• **Content Partnerships**	• 1 content partnership per year with tier 1 publications (not limited)
• **Broadcast opportunities**	1 to 2 TV / Radio broadcast per year- Agency to accompany broadcast opportunity trips.
• **Out of the box activations / integrated campaigns**	• 2-3 per year depending on the idea, expected outcome and budget requirements
• **CEO Visit/DET In-Market**	• Expect two in-market visits of DET PR lead to the USA and Canada - media meetings and dinners to be arranged, one of the market visits to be with the DCTCM CEO
• **Spokesperson opportunities / positioning**	• Ongoing • Print & digital – to be included in the retainer
• **Media monitoring**	Both print and online on an on-going basis.
• **Reporting**	a. Status Calls (weekly/bi-weekly) b. Weekly – WIP Updated c. Coverage, curations lists and crisis (monthly and adhoc) **d.** Management Market Status Reports *(monthly)* e. Market Performance Report *(2x per year)* f. Project KPI Tracker *(created annually, tracked per project)* g. Project Closing Reports *(per project)* h. Budget Tracking *(annual and per project)*
• **Crisis Management**	• Ongoing

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3. Project Services

3.1. The Project Services may be provided on a one-off basis as required by the Client and agreed by the Parties in writing in accordance with the terms of this Agreement.

4. Additional Services

4.1. *[Stephen Hammond]* (and any subsequent CEO of the Service Provider) shall be available to the Client, as when reasonably required, to assess the provision of the Services and agree best practices for the future application of the Services. This shall be provided at no extra cost to the Client during the Term of the Agreement – over and above the hours specified in the retainer, if applicable. For purposes of clarification, and notwithstanding anything to the contrary under this Agreement, *[Stephen Hammond]* (or any subsequent CEO of Service Provider) shall not be deemed a core team member or Key Personnel member.

4.2. The Service Provider shall provide access to thought leaders endorsed by the Service Provider on visiting the United Arab Emirates.

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5. Review Meeting

5.1. During the Term of this Agreement, and irrespective of any other meetings that may be held between the Parties, the Parties agree to hold a review meeting every six (6) months during the course of each 12-month period of this Service Agreement (the "**Review Meeting**") starting from the Commencement Date (a "**Contract Year**"). The purpose of the Review Meeting shall (as set out in more detail below) be to:

5.1.1. assess the scope of the Services provided and workflow;

5.1.2. discuss anticipated future requirements of the Client;

5.1.3. identify and assess the Service Provider's progress towards the agreed KPIs as set out in this Agreement in Annex 3;

5.1.4. consider any re-allocation of Project Services provided by the relevant members of the Teams; and

5.1.5. discuss any other matters as may be agreed between the Parties or otherwise required by the Client.

5.2. In each Review Meeting, the Service Provider and the Client shall agree whether there shall be any re-allocation of Annual Retainer Services to be provided by the relevant members of the Teams. The Service Provider agrees that to the extent that there is any such review and a subsequent change following the Review Meeting, that the day rates charged by each member of the Key Personnel shall remain unchanged. The Service Provider, with written approval from the Client, may change the numbers of days' work to be undertaken by each of the members of the Key Personnel affected by the change, save that such change shall be restricted to reflect only the additional tasks to be undertaken.

6. Cooperation

6.1. The Service Provider will coordinate and integrate all of the PR activities that are managed or carried out by the Client, DET, or in which the Client is involved ("**DET PR Activities**") such as (but not limited to), as instructed by the Client. This will involve:

6.1.1. co-operating with other third-party service providers of the Client to obtain all necessary information in relation to the DET PR Activities;

6.1.2. working co-operatively and proactively with all the Client's Affiliates and other interested entities (including governmental authorities and corporations) as agreed with the Client for the purposes of the co-ordination and integration of all DET PR Activities; and

6.1.3. working co-operatively and proactively with other third parties who are involved in PR activities together with the Client for the purpose of coordinating and integrating the DET PR Activities.

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(B) FEES, PROGRAMME COSTS AND EXPENSES

1. General

1.1. In consideration of the Consultant diligently and satisfactorily performing the Services on the terms of this Agreement and to the satisfaction of the Client, the Client shall pay to the Service Provider the Fees as set forth below.

1.1.1. ***Annual Retainer Fees***

a. For the Annual Retainer Services, a monthly retainer fee of USD 27,000 payable 60 days net from receipt of invoice (as further detailed and broken down in Annex 4 –shall be payable for each month during the Term, pursuant to the General Conditions and once the applicable Services have been activated in writing by the Client. If such Services are activated after the first day of the month, the monthly retainer shall be pro-rated for the applicable Services ("**Monthly Retainer Fee**").

b. The annual retainer fees shall be capped USD 324,000 per year of the Term (12 x Monthly Retainer Fee) ("**Annual Retainer Fees**"), and in no event shall the Fees exceed the cap set forth in this Agreement. If the Service Provider exceeds the capped Fees, except as otherwise approved by the Client through a written amendment of this Agreement, the Service Provider shall be solely responsible for such additional charges without any further liability to the Client. For the avoidance of doubt, and in accordance with the General Conditions, the Annual Retainer Fees include any applicable VAT (or equivalent), charges and/or applicable duties, imposts, taxes or levies and all monthly overhead costs/administrative expenses such as telephone, facsimile, express postage, handling and courier charges and related office administrative expenses, employee cost incurred by the Service Provider in servicing the Client's account, and there shall be no other payment or disbursement payable by the Client to the Service Provider which is not included in the capped Annual Retainer Fees for the completion of the Annual Retainer Services.

c. At end of the month, the Service Provider shall submit to the Client's Main Representative a signed written report detailing the Services rendered with respect to the Annual Retainer Services, the Key Personnel who rendered the Services, the time spent by such Key Personnel on such Services, his or her applicable day rate or hourly rate as applicable, the date such Services were rendered, detail of the market specific activity, and the Expenses incurred for the relevant month. The report should also indicate whether the Annual Retainer Services delivered, calculated as set forth below (the "**Service Allocation**"), are equal to, below, or above the Monthly Retainer Fee, and the amount that is below or above the Monthly

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Retainer Fee. The Services Allocation shall be calculated according to:

- the relevant Annual Retainer Services delivered;
- the number of hours work undertaken by each of the members of the Key Personnel; and
- the hourly rate chargeable for the number of hours worked, as applicable, that the relevant member of the Key Personnel charges for the Services, as set out in Annexure 2.

d. The Service Provider and the Client agree that the Annual Retainer Fees shall remain as set forth above in Clause 1.1(a) of this Schedule 1(B), notwithstanding that that the Service Allocation may be below or above the Monthly Retainer Fee. If the Service Allocation for an applicable month is below the Monthly Retainer Fee, the Service Provider agrees that the Client shall have the right to roll-over the Service Provider hours equivalent to the monthly retainer minus the Service Allocation to the following month, and any month thereafter if applicable. If the Service Allocation for the applicable month is above the Monthly Retainer Fee, the Client agrees that the Service Provider shall not have the right to debit the Service Provider hours equivalent to the monthly retainer minus the Service Allocation, to the following month, or any month thereafter if applicable. The Parties agree that a reconciliation process shall be undertaken on an on-going basis.

e. The Performance bond and advance payment bank guarantee

Please note that Law No. 6 of 1997 requires:

i. Consultant is hereby advised that the client shall retain the equivalent of 10% of the value of each invoice submitted under the Agreement as security for the performance of the Consultant obligations under the Agreement (the "Security"). Such retained amounts shall be released after 90 days from the date of the invoices.

ii. A bank guarantee of equal value to be provided by the service provider for any advance payment required by the service provider. The bank guarantee shall be valid from the date the advance payment is made until it is fully repaid or set-off with the relevant services provided.

iii. The bank guarantee shall be provided by a licensed commercial bank in Dubai and on terms acceptable to the Department.

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1.1.2. ***Project Service Fees:*** Subject to clause 2 of this Schedule 1 Part (B) below, the Fees for the Project Services are payable according:

a. to which Project Services, are chosen by the Client; and
b. the number of hours worked to be undertaken by each of the members of the Key Personnel of the allocated teams (to the extent relevant)), in respect of the Services to be performed; and
c. the hourly rate chargeable for the number of hours worked, as applicable, that the relevant member of the Key Personnel charges for the Services (or as otherwise agreed for the Local Team), as set out in Annexure 2.

1.1.3. ***Fees for Team***: The rates set out in the Rate Card in Annex 2 will apply for all of the work undertaken by the Service Provider's Personnel in each of the territories listed.

2. Fees for Project Services

2.1. Irrespective of any mechanism and agreed method of payment, the Client shall always agree the scope of the Project Services and the Fees for Project Services ("**Project Fee**") in advance with the Service Provider using the following method to give the Client a fixed cost for the Project Services requested:

2.1.1. The Client shall provide Service Provider with its written requirement for Project Services including a recommendation on which part(s) of the Service Provider budget are relevant to this project and all Regions in which the Project Services are to be carried out;

2.1.2. Service Provider shall within a period of time required by the Client provide the Client, in writing, with:

a. a detailed, fully scoped quote for the Project Services, and such quote shall use as a basis the rates as set forth in Annexures 1 and 2, and the Service category set forth therein;
b. details of all Key Personnel that will provide the Project Services;
c. the Programme Costs payable to any Provider for the Project Services, and any additional charges, costs, and expenses that may be applicable;
d. the time in which the Project Services will be provided; and
e. a suggested payment schedule which shall be subject to Clause 2.2 of this Schedule 1(B).

2.1.3. Service Provider shall not commence work on any Project Services until it has received written approval from the Client to proceed, including a Local Purchase Order ("**LPO**").

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2.1.4. Service Provider shall inform the Client immediately if it becomes aware of any change in the Project Services that is likely to affect the cost or deadline by which the Project Services will be completed and, to the extent applicable, will submit a detailed explanation as to why the Project Services cannot be completed as anticipated and a further quote in the manner set out in paragraph 2.1.2 above in order to complete the relevant Project Services. The Service Provider hereby acknowledges and agrees that any such change request proposal requires the written approval of the Client.

2.2. In all cases where a Project Fee is payable, the Service Provider agrees that only a maximum amount of 25% of the Project Fee in respect of each particular aspect of the Services shall be invoiced upon commencement of the Project Services and payable within 30 days of the Client's receipt of such invoice, provided it was properly rendered. The remaining 75% shall be payable as per the agreed payment schedule for the project, as set forth in Clause 2.1.2(e) of this Schedule 1(B).

2.3. The fees for One-Off Project Services shall be agreed by the Parties in writing prior to the commencement of any such services.

3. Programme Costs and other Expenses

3.1. The Service Provider hereby agrees to provide the Client the details in advance of the Programme Costs and other costs and expenses, including without limitation, events costs, distribution costs, and travel and entertainment expenses (collectively, "**Expenses**"), which are payable to the Service Provider, or anticipated, in order to allow the Service Provider to carry out the relevant aspects of the Services for the (a) the Annual Retainer Services, or (b) the Project Services. The Service Provider hereby agrees that it shall obtain the Client's prior written approval before incurring any such Expenses, and that DCTM shall not be responsible for such Expenses if the prior written approval is not obtained by the Service Provider. The total amount of approved Expenses reimbursable during any given month during the Term of this Agreement shall not exceed ten percent (10%) of the total Monthly Retainer Fees payable by Client for the Annual Retainer Services for that month. For the avoidance of doubt, the Parties agree that Expenses shall include third party fees, reimbursable expenses (for travel, e.g.: taxis to media meetings, parking, food and beverage for media lunches), and non-routine or above standard costs (e.g.: for large print jobs, work of a graphic designer for an infographic, etc.).

3.2. The payment terms with respect to Expenses of each of the Services shall be payable as follows:

3.2.1. Subject to Clause 10 of the General Conditions, the Service Provider shall be entitled to render invoices (in arrears) for Expenses due and owing under this Agreement and approved by the Client pursuant to the procedures set forth in Clause 3.1 of this Schedule 1(B) above on the last day of the month in which such Expenses were incurred by the Service Provider and such invoices shall become due and payable within 30 days of the Client's receipt of such invoice, provided it was properly rendered; notwithstanding.

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3.3. For the avoidance of doubt, the Service Provider may not subcontract the Services themselves to a third party (except where expressly agreed in writing by the Client). All Expenses shall be payable by Service Provider to the relevant third party.

3.4. In all cases, the Expenses will be provided on a "pass-through" basis such that the Client shall pay only such third-party costs, at cost, and as are charged to the Service Provider. The Service Provider shall notify the Client and keep the Client informed of any Benefits offered or provided by a Provider.

3.5. The Service Provider agrees that for any Programme Costs over and above USD2,722.94 (AED 10,000), the Service Provider shall in all cases provide the Client with three alternative supplier options (or more), unless otherwise expressly agreed in writing by the Client.

3.6. For any of the Expenses incurred in providing the Services, the Service Provider hereby agrees to present documentation, expense statements, vouchers and/or such other supporting information as the Client may reasonably request.

3.7. When expedient for budget and time reasons, the Client agrees to book travel and accommodation, using Client preferred rates.

4. On-going Discount and Review of Fees

4.1. The Service Provider agrees that the fees chargeable shall be determined in accordance with the Scope of Work as per the Retainer Fee set out in this Agreement, including Annex 2.

(C) MAIN REPRESENTATIVES

1. General

1.1. The Main Representative for the Client:

Name	:	Issam Kazim, Chief Executive Officer
Address	:	Dubai Corporation for Tourism and Commerce Marketing, 4th Floor, One Central The Offices 2, Dubai World Trade Centre, P.O. Box 594, Dubai, United Arab Emirates
Tel No.	:	+971 4 2010 202
Fax No.	:	+971 4 282 1131
Email	:	Issam.kazim@dubaitourism.ae

The Main Representative for the Client solely with respect to the approval of any Deliverables and activities related to the Services:

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Name	:	Natalie Scott (Senior Manager PR and Communications)
Address	:	Dubai Corporation for Tourism and Commerce Marketing, 4th Floor, One Central The Offices 2, Dubai World Trade Centre, P.O. Box 594, Dubai, United Arab Emirates
Tel No.	:	[+971] 4 2010295
Fax No.	:	+971 4 282 1131
Email	:	natalie.scott@dubaidet.ae

1.2. The Main Representative for the Service Provider:

Name	:	[Stephen Hammond]
Address	:	[145 King Street Suite #411, Charleston, SC 29401]
Tel No.	:	[212-891-0209; 843.722.8880]
Fax No.	:	[212-891-0200]
Email	:	[stephenh@louhammond.com]

(D) INVOICES

1. General

1.1. All invoices shall be issued in USD.

1.2. All invoices shall be addressed to:

Dubai Corporation for Tourism and Commerce Marketing
4th Floor, One Central, The Offices Two, Dubai World Trade Centre,
PO Box 594, Dubai UAE
Attention: Finance Director

1.3. All invoices shall be submitted no later than the 10th of the month following the end of the time period covered by the invoice.

1.4. Each invoice must include the following minimum details:

1.4.1. Project name or reference;

1.4.2. Purchase order number, contract number or tender number, whichever is applicable;

1.4.3. Time period covered by the invoice; and

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1.4.4. The Services provided/completed during the invoice period to which the invoice relates.

1.5 Supporting documents required to be submitted together with invoices pursuant to clause 10.2 of the General Conditions to include:

1.5.1 Completion certificate signed off by Client;

1.5.2 Any pre-approved third-party supporting invoices (if applicable);

1.5.3 Time sheets and Service Allocation; and

1.5.4 Any other documentation requested by the Client.

(E) DIRECT COMPETITORS OF THE CLIENT

1. Neither the Service Provider nor its Affiliates shall provide services which are the same or similar to the Services in the Territory without the Client's written agreement to a direct competitor of the Client. For the purposes of this Section (E) (and Clause 25 of the General Conditions), a "**direct competitor**" shall mean (except as otherwise agreed by the Client in writing by its authorised signatories) any type of Person responsible for tourism or hospitality related activities, or whose business activities are related to tourism or hospitality.

2. For the purposes of this Section (E), "**Person**" means any individual, partnership, joint venture, association, corporation, limited liability company, trust or other type of entity, including without limitation government ministry, company, board, or council.

3. The Service Provider shall also create a "conflicts of interest screen" or "Chinese Walls" ("**Conflict of Interest Screen**") in accordance with good industry practice for the purposes of protecting the Client and its Affiliates' Confidential Information and ensuring that the Client and its Affiliates' Confidential Information is not exploited for the benefit of other clients of the Service Provider and its Affiliates. The Conflict of Interest Screen shall be established between the Core Team Members servicing the Client's account and the rest of the Service Provider's personnel. The Service Provider personnel shall be deemed to service the Client's account if such personnel may have access to files, attend meetings, or overhear conversations that include the Client and its Affiliates' Confidential Information.

4. For the purposes of this Clause:

   "Core Team Members" means the employees, representatives, agents and consultants of the Service Provider and of any third party provider, as applicable, engaged in the performance of the Service Provider's obligations.

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(F) KEY PERSONNEL:

1. General

1.1. The Service Provider team are comprised of the Key Personnel. The identities of the Key Personnel and their respective positions are set out below:

Designation	Name of resource to be allocated
President, Charleston	Gina Stouffer
President, New York	Terry Gallagher
President, Atlanta	Carter Long
President, Toronto	Charmaine Singh
Account Specialist	Keisha Telesforo
Senior Account Executive	Rachael Moss
Senior Account Executive	Victoria Polansky
Senior Account Executive	Ella Chancellor

(G) APPOINTMENT TO PANEL

1. The Client agrees that from the Commencement Date of this Agreement and for the Term of this Agreement that the Service Provider shall be automatically appointed to its panel of providers for services similar to the Services.

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ANNEX 1

RFP -Scope of Work

FOR DET PROCUREMENT TEAM TO INCLUDE IN THE US & CANADA PR AGENCY RFP

BACKGROUND & CONTEXT

This RFP seeks a proposal for a public relations representation agency to lead the in-market PR strategy, media relations, communication campaigns, in-market activities/events and to be the main point of contact for local stakeholders on behalf of Dubai Corporation for Tourism and Commerce Marketing (DCTM) in the US (Primary) as well as Canada (secondary).

Dubai will select a Representation Agency based in the US who has established office(s) or demonstrates that the Agency:

- Possess strong knowledge and experience as well as credentials in the following:
  - In the travel, tourism, hospitality and/or aviation sectors
  - Lifestyle and fashion sectors
  - Extensive knowledge and ability to deal with the US's various regional intricacies
  - Comprehensive network within the US and Canada
  - Proven ability in process management and governance (for clients)
- Possess strong travel/lifestyle media (online, print and broadcast) and celebrities/influencers relationships, and able to provide executable marketing strategies for the cities with direct connections with the destination
- Have the ability to manage and influence its existing network within the media landscape to secure that Dubai is frequently and correctly portrayed in every opportunity (traditional and non-traditional PR).
- Possesses solid connections and working relationships with the local media in B2C and to a lesser extent B2B (need to know who the key players are and when to engage them) and is in a position to set up a fully-fledged press office in the market.
- In-depth market capability in integrated campaign planning and strategic delivery.

USA & CANADA MARKET ANALYSIS

USA Market

The US is the 6th largest key source market for Dubai with 262,000 visitors for January – June 2022, with continued strong growth potential and excellent connectivity. Looking back to 2021, the United States rounded out the top five source markets for with 311,000 visitor arrivals, up 62.7% from 191,000 in 2020. Dubai's reputation as one of the world's top tourism destinations continues to grow among US holiday makers and business travellers, supported by concerted marketing campaigns including Dubai Presents with Hollywood stars Zac Efron and Jessica Alba.

Canada Market

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The Canadian market is currently the 18th largest source market for Dubai and in the Top 10 for search, it's predominantly served by direct routing from Emirates Airlines and Air Canada out of Toronto, however, Dubai is also well served by other air carriers across Canada via connecting flights, including connecting to Emirates flights out of the US.

Tourism Performance Jan – June 2022:
https://www.dubaitourism.gov.ae/en/newsroom/press-releases/h122visitors

A. HIGHLIGHTS OF DUBAI TOURISM STRATEGY, VISION AND OUR BRAND

OVERVIEW - DUBAI TOURISM STRATEGY, VISION AND OUR BRAND
With the ultimate vision of positioning Dubai as the world's leading business hub and tourism destination, our mission is to increase the awareness of Dubai's offering among global audiences and attract inward investment and inbound tourism into the emirate.

A little bit about the Dubai Economy & Tourism Brand...

Our brand tagline: "Discover all that's possible"
Our brand promise: "to always deliver beyond the expected".
Our values and beliefs:

1. *Inclusive:* we are a global city, proud of our diversity and privileged to welcome people from around the world to experience and enrich our environment.
2. *Optimistic:* are a spirited nation with a passionate belief that nothing is impossible.
3. *Inspiring:* our strong determination and boundless energy are infectious, reflecting in every service and every interaction with our visitors and our people who are our best city advocates.

Dubai Tourism Global Communication Pillars

- Beach & Marine
- Outdoor, adventures and sports
- Gastronomy
- Hospitality
- Culture, Arts & Heritage
- Family and general entertainment
- Shopping & Retail
- Environment
- Travel Events
- Annual Events (Dubai Food Festival, Dubai Fitness Challenge, etc.)

More information is available at this link: https://www.visitdubai.com/

Recent Marketing Activities:

- 2021 saw Dubai Tourism launch a global campaign, with leading superstars Jessica Alba and Zac Afron. Link

B. OUR CHALLENGES - Key barriers to visiting Dubai

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Awareness levels for consumers from both the USA and Canada about the destination but Dubai faces a number of reputation challenges impacting the volume of North American tourism:

- Geography & Safety – Dubai is still perceived as being part of the 'Middle East' box, with lack of understanding of how safe the destination is
- Rules and Regulations and human rights
- Authenticity - Dubai is perceived as artificial, with no culture or heritage. The destination suffers from a lack of understanding of the culture, customs and traditions and the lack of awareness of the cultural offerings
- Affordability and Value for Money - Dubai is perceived as expensive and only offering luxury travel options
- Other barriers - Lack of awareness of Dubai's diverse range of attractions and experiences, we need to showcase off the beaten track experiences and Hidden Gems

It is of utmost priority for Dubai Economy & Tourism to maintain and push the tourism growth in 2023 and that our PR and communications strategy is aligned with our business objectives in supporting this growth, with a focus on investment and liveability.

Covid-19 – Recovery

The Covid-19 crisis continues to impact the global tourism industry. New travel behaviours and new priorities for the industry emerged, leading to destination marketing boards to revamp their marcomms approach across the board. Dubai Economy & Tourism is no exception and needs a solid PR plan to drive tourism.

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C. OBJECTIVES & AUDIENCE

Key Communications & Objectives:

- Strengthen awareness around each of the key destination offerings and the destination efforts to promote Dubai across both the USA and Canada markets through traditional and non-traditional PR.
- Drive awareness of the key initiatives and announcements targeted to the North American market.
- Share announcements and elevate Dubai Economy & Tourism initiatives through diverse media and consumer channels.
- Perception management to lower the key barriers of travelers to consider Dubai as top of mind holiday destination, as well as destination for repeat travel
- Overall increase Dubai's share of voice across the market in the key cities an gateways in both the USA and Canada

1) Primary Objectives (USA & Canada):

a) Raise the level of awareness of Dubai as a world class leisure destination to consumers

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b) Couples/Families focus on attractions/excursions, dining and raising awareness on Dubai's unique offerings as well as positioning Dubai as a romantic getaway/honeymoon for couples
c) Tackle on-going misconceptions around affordability, authenticity and destination offerings
d) Leverage current travel and tourism trends in the US to attract new audiences to the destination
e) Showcase that Dubai has a wide range of tourism offerings available for all budgets
f) Raise awareness amongst millennials and solo travellers on affordability and present Dubai as either a stopover destination (through partnerships with EK/OTAs) or standalone destination whereby several experiences can be enjoyed from adventure to beach

2) Secondary Objectives (USA & Canada):

a) Position Dubai as a great international wedding destination
b) Leveraging Dubai Economy & Tourism's PR/Media partnerships and 360 integration techniques to drive conversion specifically through OTA and partnerships/packages

Additionally, for the media:

- Increase Dubai's profile amongst editors and journalists in the market
- Differentiate Dubai from other destinations in the region as well as clearly define core value propositions
- Create a go-to stream of media/ broadcast outlets that are "friends of Dubai" with an affinity for the destination
- Increase thought leadership positioning in the market as evidenced by opportunities to be a part of industry panels, conferences and/or lend the destinations voice to industry-shaping activities

Target audience:

Affluent and mid-affluent travellers across the USA and Canada specifically those that have direct flight access to Dubai (charter-access included); sub-segmentation below:

- Affluent/HNIs and UHNIs
- Families (including from the African American and Hispanic communities based in the US)
- Millennial/Gen Z travellers
- Honeymooners/young couples
- Stop-over segment
- Corporate and Incentive Groups (always on)

Please share messaging based on what you know will interest the markets and/or showcases an area of Dubai that they yet to discover – both for the US and Canada markets

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Based on the above, together with its own findings, the agency is requested to propose a 1-year action plan, aiming to support our growth of visitation numbers in 2022 and into 2023.

D. TEAM STRUCTURE

The selected PR agency will provide DCTCM with a team that has a strong understanding of the region, an should include one team member to be based in Canada and has several years experience and is confident across the market and local media landscape

The appointed Representation Agency will carry out the following functions and list of deliverables.

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حكومة دبي
GOVERNMENT OF DUBAI

DUBAI
للاقتصاد والسياحة
Economy and Tourism

SCHEDULE 2
Agency Scope of Work and Briefing

PR SCOPE OF SERVICES (DELIVERABLES & KPIs)

Country: USA & Canada
Content & length of collaboration: 1-year PR retainer + 1-year (following review)
Target media: Leisure tourism B2C (90%) and B2B trade media (10%)
Key deliverables: Outlined in further detail below.

Deliverables	Quantity
• **Brand Positioning, Planning & Strategy: Annual PR plan - aligned with Dubai Economy & Tourism's goals**	Developed at the kick-off of our collaboration, with revisions throughout the year(s) as needed. • The pulse of media in US/Canada markets • Define target audiences and travelers' profiles + • Build message house & communication pillars • Roll-out plan timeline • Monthly updated status of the PR plan inclusive planned vs. delivered (plus opportunistic)
• **Always-on press office / Media Relations Management (pro-active and reactive)**	Ongoing - Build and maintain relationships with key media in the USA on behalf of Dubai Economy & Tourism. • Build and curate media lists & editorial calendar • Manage media requests – always on • Revamp press kit based on DET existing material • Draft, distribute and pitch press releases (around 12 press releases /year), media alerts, tailored features • Speech writing, written interviews and press briefings as needed • Media Monitoring – weekly, project based and monthly • ***A minimum of 14 pieces of coverage should be published per month (USA & Canada)***
• **Fam/ Press Trips**	• Expect 3 Group Fam Trips, including approx. 4-5 journalists (4-5 publications) per trip. **Agency will accompany up to 5 Group Fam Trips. Individual Fam Trips will not be accompanied by Agency Representative, unless specifically requested by DET SOW to then be reviewed on a case by case basis** *Note that:* • *1 PR Agency Representative will accompany each media visit.-*

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	• *DET will cover the travel costs separately – not included in the PR retainer.*
• **Content Partnerships**	• 1 content partnership per year with tier 1 publications (not limited)
• **Broadcast opportunities**	• 1 to 2 TV / Radio broadcast per year Agency to accompany broadcast opportunity trips.
• **Out of the box activations / integrated campaigns**	• 2-3 per year depending on the idea, expected outcome and budget requirements
• **CEO Visit/DET In-Market**	• Expect two in-market visits of DET PR lead to the USA and Canada - media meetings and dinners to be arranged, one of the market visits to be with the DCTCM CEO
• **Spokesperson opportunities / positioning**	• Ongoing • Print & digital – to be included in the retainer
• **Media monitoring**	Both print and online on an on-going basis.
• **Reporting**	a. Status Calls (weekly/bi-weekly) b. Weekly – WIP Updated c. Coverage, curations lists and crisis (monthly and adhoc) **d.** Management Market Status Reports *(monthly)* e. Market Performance Report *(2x per year)* f. Project KPI Tracker *(created annually, tracked per project)* g. Project Closing Reports *(per project)* h. Budget Tracking *(annual and per project)*
• **Crisis Management**	• Ongoing

****if deliverables are not met, monthly paid retainer will be reviewed (review of deliverables every six months)**

PR SERVICES

1. **PR Planning and Execution**
   - Agency to produce annual PR strategy to include, but not be limited to:
     - End-to-end management and delivery of all aspects of the approved annual PR Plan (and agreed revisions) within timelines and budgets (traditional and non-traditional PR).
       - Strategic approach to local print & online media
       - Strategic approach to broadcast & content partnerships
     - Target Return on Investments, KPIs (based on individual programmes), and all aspects of operational management are to be reported against plans on a monthly basis.
     - Content/editorial strategy and plan

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- Media target strategy and plan, including audit of current landscape within the market, Dubai perception, etc.
- Media landscape to include offline, online, broadcast, etc.
- Events/event partnerships strategy and plan, as well as ongoing support for other DET initiatives where PR opportunities exist (ex: media events, trade roadshows)
- Broadcast strategy and plan with a focus on key broadcast integration and hosted earned broadcast opportunities
- Work on current trends and market insights: pick up and work on different market specific trends during the year that media will be interested in and publish (i.e. Personality stories/interviews, top picks in Dubai, best coffee in town etc.)

2. **Always on press office / Media Relations Management (Re-active and pro-active)**
   - Agency must have strong relationships with the USA and Canada media universe and the press community (across multiple segments including lifestyle media, daily media, travel media, travel trade media, business media etc.) and leverage the relationship to build the earned reputation of both the department and the destination.
   - **In addition to reaching out to media proactively**, the agency will be expected to handle incoming/reactive requests on an ongoing basis with an always on press office.
   - Build relationships with key media and Dubai partners, minimum 6 pro-active interactions per month (not solely travel)
   - Editorial Planning / Editorial Calendar: Creation of an editorial calendar that ladders up to master Client strategy to encompass tactical and brand campaigns, Client pillars, booking periods, trends, key dates and events, monthly messages, media opportunities, etc.
   - Stakeholder Engagement: Collaboration/maintenance of relationships with representatives of Dubai stakeholders (e.g. Jumeirah, Emirates, Atlantis, The Palm, etc.) and their local PR representative offices - especially for Press trips, media queries, etc.

3. **Fam and Media visitation:**

   - Planning and execution of Fam Trips throughout the year, including media selection and invitation management, itineraries creation and execution, cooperation with third parties and key city stakeholders to execute the FAM trip
   - Secure stakeholder support where needed, and liaise with media to ensure coverage is secure and placed in a timely manner
   - Expect 3 Group Fam Trips, including approx. 4-5 journalists (4-5 publications) per trip. Agency will accompany up to 5 Group Fam Trips. Individual Fam Trips will not be accompanied by Agency Representative, unless specifically requested by DET SOW to then be reviewed on a case by case basis
   - Agency will accompany up to 5 Group Fam Trips. Individual Fam Trips will not be accompanied by Agency Representative, unless specifically requested by DET SOW to then be reviewed on a case by case basis As mentioned on Pg.9

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- Follow up with media on coverage + reporting

4. **Content Creation and Content Partnerships**
   - Agency required to create content that fits with department's tone of voice and key messaging that aligns to the tourism vision and department strategy. Content to include but not limited to:
     - Press Releases, Newsletters
     - Media Alerts
     - Targeted Features
     - Photo captions / Photo stories
     - Spokesperson Quotes
     - Written Interviews / Q&As
     - Key note speeches
     - Briefing points for Round Table discussions, Panel discussions
   - Agency is required to find and elaborate content partnerships with major publishing houses, present to the client and execute.

5. **TV, Radio and Podcasts Broadcast Opportunities**
   - Identify, co-ordinate and execute TV/Radio broadcast opportunities to ensure Dubai is front of mind for the department's target segments and they are aware of Dubai's tourism strategy and vision.
   - Agency expected to map out possible partners, TV shows (OTT) and radio for broadcast opportunities
     - Planning and execution of Broadcast opportunities including media liaison, execution, cooperation with third parties and key city stakeholders
   - Introduction to US-based production houses to assist in driving broadcast opportunities to Dubai
   - Develop and manage with head office, filming itinerary, permits, production requirements and stakeholder participation
   - Escort/ accompany trips and provide on-ground management of film crew and local production company to ensure protocols and procedures are met and overall brand standards are kept

6. **"Out-of-the-Box" Innovative (Spike) PR Activations / Creative Communication Concepts**
   - The agency is required to identify and propose activations that will drive media and consumer impact that have not been used by other tourism boards to position Dubai as an innovation leader among other key messaging priorities defined in the PR plan for the market.
   - Present a minimum of 2 major PR campaign activations expected to be delivered in an annual period:
     - Tackle one of the challenges presented in "our challenges – key barriers" section and outline a creative idea that would generate buzz across the USA (and Canada)

7. **In Market Visits / Media Events / Trade Events with media participation**

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- Co-ordinate and execute media events for traditional and non-traditional media including activations leveraging broadcast, print, social and digital media programmes to ensure the department is front of mind for all media and they are aware of all initiatives, news and current announcements:
    - Invite key media and ensure attendance
    - Manage the full event, including developing presentations, speeches, messaging documents, running order, etc.
    - Follow up on post-event coverage as per target segments and key messages
    - Content evaluation of coverage

8. **Spokesperson opportunities / positioning**
    - We expect to see regular opportunities for our spokespeople to be the leading authority in key subject areas to drive the strategic messaging. Opportunities to include but not limited to Key Note Speeches / Welcome Speeches, Subject Area Presentations, Round Table discussions, Panel discussions, Fireside chats
        - Strategy development, concept development, liaising with event organisers, local production companies, on ground support, etc.).
        - Agency to ensure full brief has been given to both spokesperson and interviewer based on agreed content
9. **Media Monitoring**
    - Review of coverage with analysis of awareness, reception and retention in line with approved KPIs.
        - Share initial coverage before 11am the following day of all press announcements
        - Share ongoing coverage throughout the month, especially as a result of own efforts
    - **Media Audits**
        - PR Agency is required to run a comprehensive media audit at the start of the collaboration and will be asked to present key recommendations. Media audits should be carried out on a quarterly basis in order to track trends and analyze shifts needed and adjust the strategy and tactics accordingly.

10. **Reporting**

    Coverage Reports and Competitor PR Performance / Market Intelligence: Weekly, Monthly, Bi-Annual, Annual reports
    - Delivery of reports including but not limited to:
        I. Monthly Report
        II. Campaign wrap-up reports
        III. Competition PR reports
    - Feed into weekly work in progress (WIP) report ahead of WIP Meeting
    - Report covering weekly coverage including highlights, deliverables and forward planning
    - Deliver Weekly Coverage Report (as well as real-time coverage updates for key pieces)

11. **Crisis Management and Escalation**
    - Act in accordance with the Department's approved Crisis Manual

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- Identifying and reporting all potential issues on an ongoing basis – negative coverage including translation to be reported in real time with recommended action
- Repurposing responses and suggested activities to counteract perception issues

RFP MAIN BRIEFING – AGENCY PROPOSAL

The appointed PR Agency will be the official Leisure Press Office of Dubai Economy & Tourism in the USA and Canada focused on lifestyle, travel and travel trade audiences (please note we have a separate agency who handles business and economy communications).

In response to this RFP, the Agency is expected to:

A. Hand in a PR proposal for a yearly communication programme (January to December 2023) incl. time table of activities and how PR will maintain and boost tourism growth in the years to come (including traditional and non-traditional)
B. Provide an overview of the overall sentiment/media pulse regarding the destination – showcasing clear market insight to support on strategy development
C. Showcase its understanding of Dubai's key challenges as a (leisure) tourism destination in the market;
D. Showcase its PR capabilities and case studies in the tourism, travel and hospitality sector, as well as crisis management case studies;
E. Provide a SWOT analysis of competitive destinations and how Dubai is positioned in the US and Canadian markets
F. Present two 'out-of-the box' PR campaign ideas
G. PR Team: please present the team structure proposed to manage the DTCM project, with names, titles, roles & responsibilities - supported by CVs. This is to include a team member based in Canada.

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Annex 2

Retainer Fee

	President, Charleston (Gina Stouffer)	President, New York (Terry Gallagher)	President, Atlanta (Carter Long)	President, Toronto (Charmaine Singh)	Canadian Account Specialist (Keisha Telesforo)	Sr. Acct. Exec., New York (Victoria Polansky - national media focus)	Sr. Acct. Exec., Atlanta (Ella Chancellor - national media focus)	Sr. Acct. Exec., Charleston (Rachael Moss - U.S. top market regional focus)		
Rate per Day (in USD) ---> BLENDED RATE	$1,255	$1,255	$1,255	$1,255	$1,255	$1,255	$1,254	$1,254		
	No. of Days Per month↓	No. of Days Per month↓	No. of Days Per month↓	No. of Days Per month↓	No. of Days Per month↓	No. of Days Per month↓	No. of Days Per month↓	No. of Days Per month↓	Total no. of Days per month	Total cost USD
Brand Positioning, Planning & Strategy	1	0.5							1.5	1882.5
Always on Press Office/ Media Relations Management		0.25	0.5	1.25	2	1.5	1.5	2	9	11291.5
FAM Trips & Media Visitation		0.15	0.25		1	1.5	1.5	1	5.4	6774.5
Content Partnerships	0.25								0.25	313.75
Broadcast Opportunities		0.5		0.25		0.5	0.25		1.5	1882.25
Out-of-the-Box' Innovative PR Activations / Integrated Campaigns	0.25		0.75						1	1255
CEO meet & Greet with Local Media		0.25	0.15						0.4	502
Spokesperson Opportunities/Positioning	0.4			0.42	0.25				1.0717	1344.9835
Media Monitoring					0.15			0.25	0.4	501.75
Reporting							0.25	0.25	0.5	624
Crisis Management and Escalation		0.25	0.25						0.5	627.5
Total per Month - Days	1.9	1.9	1.9	1.9	3.4	3.5	3.5	3.5	21.5	27,000
Total per Year - Days	23	23	23	23	41	42	42	42	258	324,000
Total Number of Hours per month									151	
Cost per hour									179	

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Annex 3

Agreed KPIs

Criteria	Weight	1 – 10 Rating where 1 is very poor and 10 is World Class and 5 is "Average"
Media Relations Management: The Service Provider must have strong relationships with North American Media) media and the press community (across multiple segments including business media, daily media, travel media, travel trade media, lifestyle media etc.) and leverage the relationship to build the earned reputation of the destination. In addition to reaching out to media proactively, the Service Provider will be expected to handle incoming/reactive requests as well as proactive media relations on an ongoing basis with an always-on press office.	**30%**	
Delivery of projects and proactive approach: The Service Provider delivers each project of the annual PR plan, meeting the overall standards and to the full satisfaction to the respective DET requirements. Media trips, broadcasts, content partnerships, in-market activations, and other projects being handled by the Service Provider are being delivered in a way that tier 1 or tier 2 media of the important media in United Sates of America and Canada is involved in the projects. Projects need to have reasonable, realistic goals and a measurable outcome. Even though an annual PR Plan is in place, the Service Provider always informs the Client about new opportunities that the Client could benefit from. Meaning, the Service Provider shows a pro-active approach regarding any PR opportunity that could have a big impact on bringing more travelers from Germany, Austria and Switzerland to Dubai.	**30%**	
Reporting: The quality of reporting is up to the Client's standards in terms of the scientific language used and in terms of the absence of any grammatical errors.	**10%**	
Planning & Strategy: Annual PR Plan	**20%**	

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The Service Provider to produce an annual PR Plan and Strategy using the Client's template to include, but not be limited to: - End-to-end management and delivery of all aspects of the approved Annual PR Plan (and agreed revisions) within timelines and budgets; - Content/editorial strategy and plan; - Media target strategy and plan, including audit of current landscape within the market, Dubai perception, etc. Media landscape to include offline, broadcast, etc; - Events/event partnerships strategy and plan, as well as ongoing support for other Client initiatives where PR opportunities exist (ex: media events, trade roadshows, MICE conferences); and - Broadcast strategy and plan.		
Timelines: All reports and deliverables are submitted on time.	**10%**	

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SCHEDULE 2
Data Processing Addendum

This Data Processing Agreement ("**DPA**") forms part of the PR Services Agreement between **LOU HAMMOND & ASSOCIATES, INC** ("**Service Provider**" or the "**Processor**") and **DUBAI CORPORATION FOR TOURISM AND COMMERCE MARKETING** ("**DCTCM**" or the "**Controller**") and dated [01 Mar 2023] (the "**Agreement**") bearing the reference number [[DCTCM/ LOU HAMMOND & ASSOCIATES/C/42300366]] to reflect the Parties' agreement with regard to the processing of Client Data, including Personal Data, in accordance with the requirements of Data Protection Laws. All capitalised terms not defined herein shall have the meaning set forth in the Agreement.

1. In the course of providing the Services to the Controller pursuant to the Agreement, the Processor may Process Personal Data on behalf of the Controller. The Processor agrees to comply with the following provisions with respect to any Personal Data submitted by or for the Controller or collected and processed by or for the Controller using the Services.

2. If there is any inconsistency between the documents comprising the Agreement and this DPA relating to the Processing of Personal Data, the terms and conditions of this DPA shall take priority.

DEFINITIONS

3. The definitions that are set out in this DPA: (i) shall apply to this DPA only and to the exclusion of any same or similar terms used in other documents which form part of the Agreement; (ii) do not replace, amend or take priority over the same or similar terms when used in the context of documents other than this DPA which make up the Agreement; and (iii) in the event of a conflict or inconsistency between such definitions and the Data Protection Laws, the Data Protection Laws shall take precedence.

4. In this DPA, save where the context requires otherwise, the following words and expressions have the following meaning:

   "**Affiliates**" means (i) in relation to the Controller all other Departments or entities owned by or associated with the Government of Dubai, and (ii) in relation to the Processor, any companies controlling, being controlled by, or under common control with the Processor, whether directly or indirectly;

   "**Client Data**" means any Personal Data provided by the Controller to the Processor or collected by the Processor on the Controller's behalf, including Personal Data uploaded

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to or created on a platform provided by the Processor or accessed by the Processor on the Controller or third-party systems;

"**Data Controller**" or "**Controller**" shall be as defined by the applicable Data Protection Laws. Where not defined it means the entity which determines the purposes and means of the Processing of Personal Data.

"**Data Processor**" or "**Processor**" shall be as defined by the applicable Data Protection Laws. Where not defined it means the entity which Processes Personal Data on behalf of the Data Controller;

"**Data Protection Laws**" or "**Regulations**" means all applicable laws and regulations relating to the Processing of Personal Data, privacy and security, including where applicable the opinions, guidance, advice, directions, orders and codes of practice issued or approved by any regulatory authority, and includes without limitation the California Consumer Protection Act of 2028, UAE Federal Law No. 45 of 2021 on the Protection of Personal Data, UAE Federal Law No. 15 of 2020 on Consumer Protection, UAE Federal Law No. 31 of 2021 on the Crimes and Penalties Law and UAE Federal Law No. 34 of 2021 on the Fight Against Rumours and Cybercrimes, and Dubai Law No. 26 of 2015 Regulating Data Dissemination and Exchange, if the Data Processor is determined to be a "Data Provider" under that law;

"**Data Subject**" shall be as defined by the applicable Data Protection Laws. Where not defined it means the individual to whom Personal Data relates;

"**Data Subject Request**" means a request made by a Data Subject to exercise any right(s) of Data Subjects under Data Protection Laws in relation to any their Personal Data or concerning the processing of such data;

"**Good Industry Practice**" means standards, practices, methods and procedures conforming to the degree of skill and care, diligence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;

"**Personal Data**" shall be as defined by the applicable Data Protection Laws. Where not defined it means any information, including Client Data, which alone or in combination with other information can be used to identify a living individual where protected under Data Protection Laws, where such data is Processed by the Processor;

"**Process**" (or "**Processed**" or "**Processing**") shall be as defined by the applicable Data Protection Laws. Where not defined it means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as access, collection, recording, organisation, storage, adaptation or alteration, retrieval,

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disclosure or otherwise making available, duplication, transmission, combination, blocking, redaction, erasure or destruction;

"**Security Breach**" means actual or reasonably suspected accidental or unauthorised access, acquisition, loss, destruction or disclosure of Client Data by the Processor or its Sub-processors (if any);

"**Services**" means the services to be performed by the Processor under the Agreement;

"**Sub-processor**" means any Data Processor engaged by the Processor; and

"**Supervisory Authority**" means any competent regulatory authority including data protection authorities and law enforcement agencies.

PROCESSING OF PERSONAL DATA

5. The Parties acknowledge and agree that with regard to the Processing of Personal Data, the Controller is the Data Controller, the Processor is a Data Processor and that the Processor may engage Sub-processors pursuant to the requirements set forth in Clauses 13, 14, and 15 (*Sub-processors*) below.

6. The Parties agree that the Processor shall Process Personal Data (including Client Data) for the purposes and for the provision of the Services. Annex 1 (*Description of Personal Data Processing*) of this DPA sets out a description of the Personal Data Processing undertaken by the Processor. To the extent any Personal Data Processed by the Service Provider is subject to the California Consumer Privacy Act of 2018, the additional requirements under Annex 3 of this DPA (*California Data Protection Schedule*) shall also apply.

7. The Processor shall:
   (i) Process Personal Data only as necessary to perform the Services or otherwise as expressly authorised in writing by the Controller;
   (ii) comply with the terms of this DPA and all applicable Data Protection Laws relating to the collection or use of Personal Data;
   (iii) only Process Personal Data in accordance with the Agreement;
   (iv) agree and hereby agrees that the Controller is the sole owner and controller of Personal Data and has the sole right to determine the purposes for which the Processor may Process Personal Data; and
   (v) only Process Personal Data as a Data Processor acting in accordance with the instructions of the Controller.

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8. The Processor shall notify the Controller in writing of any changes to the Services which will prevent the Processor from complying with its obligations under this DPA or significant changes to the functionality of the contracted Services which may impact the Processing of Personal Data.

TRANSFER OF PERSONAL DATA

9. If any Client Data originates from any country with one or more laws imposing data transfer restrictions or prohibitions, Processor shall ensure appropriate transfer mechanism (satisfying the country's data transfer requirement(s)) is in place, before transferring or accessing Client Data outside of such country.

RIGHTS OF DATA SUBJECTS

10. To the extent the Controller, in its use of the Services, does not have the ability to correct, amend, block or delete Personal Data, as required by Data Protection Laws, subject to applicable law and any confidentiality obligations, the Processor shall use reasonable endeavours to comply with any commercially reasonable request by the Controller to facilitate such actions.

11. The Processor shall, to the extent legally permitted, promptly notify the Controller if it receives a request from a Data Subject for access to, correction, amendment or deletion of that person's Personal Data. The Processor shall not respond to any such Data Subject request without the Controller's prior written consent except to confirm that the request relates to the Controller. The Processor shall provide the Controller with all commercially reasonable cooperation and assistance in relation to the handling of a Data Subject's request for access to that person's Personal Data, to the extent legally permitted and to the extent the Controller does not have access to such Personal Data through its use of the Services.

PROCESSOR'S PERSONNEL

12. The Processor shall:
    (i) ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and have agreed in writing to maintain the confidentiality of Client Data;
    (ii) take commercially reasonable steps to ensure the reliability of any of the Processor's personnel engaged in the Processing of Personal Data;
    (iii) ensure that the Processor's access to Personal Data is limited to those personnel who require such access to perform the Agreement; and

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(iv) appoint a data protection officer where such appointment is required by Data Protection Laws. The Processor shall notify the Controller of any such appointment and provide the Controller with the contact information of the appointed data protection officer.

SUB-PROCESSORS

13. Subject to Clause 24 of the General Conditions of the Agreement, the Controller acknowledges and agrees that: (a) the Processor's Affiliates may be retained as Sub-processors, and (b) the Processor and its Affiliates respectively may engage third party Sub-processors in connection with the provision of the Services, subject to compliance with the requirements of Clauses 14 and 15 below.

14. To the extent the Processor uses Sub-processors to Process Client Data, the Processor shall make available to the Controller a current list of Sub-processors (including the Processor's Affiliates) for the respective Services with the identities of those Sub-processors, including full details of the Processing to be undertaken by the Sub-processors ("**Sub-processor List**"). The Processor shall provide the Controller with a mechanism to subscribe to updates to the relevant Sub-processor List and shall provide such updates before authorising any new Sub-processor(s) to Process Personal Data in connection with the provision of the Services. If Controller notifies Processor in writing of any objections to any Sub-processors appointed or proposed to be appointed by the Processor:

(a) Processor shall work with Controller in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that Sub-processor; and

(b) where such a change cannot be made within thirty (30) days from Processor's receipt of Controller's notice, notwithstanding anything contrary in the Agreement, Controller may by written notice to Processor with immediate effect terminate the Agreement to the extent that it relates to the Services which require the use of the proposed Sub-processor.

15. The Processor shall be liable for the acts and omissions of its Sub-processors to the same extent the Processor would be liable if performing the services of each Sub-processor directly under the terms of this DPA.

DATA SECURITY REQUIREMENTS

16. The Processor shall implement reasonable technical and organisational measures to:

(i) protect Personal Data against accidental loss or damage and unauthorised access, use, disclosure, alteration or destruction;

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(ii) ensure the confidentiality, security, integrity, and availability of Personal Data; and

(iii) securely dispose of Personal Data and tangible property containing Personal Data (as and when required), taking into account available technology so that such information cannot be practicably read or reconstructed,

such technical and organisational measures are described in further detail in Annex 2 (*Description of the Processor's Security Measures*) of this DPA.

17. The Processor shall adopt reasonable technical and organisational measures to fulfil its obligations in accordance with Good Industry Practice, which shall include but not be limited to the security requirements set out in or referred to in this DPA or otherwise agreed in writing by the Controller.

18. The Processor shall document, in a written security policy, Personal Data handling procedures designed to implement technical and organisational measures to protect Personal Data as required by the applicable Data Protection Laws and this DPA.

19. Upon the Controller's prior written request, the Processor shall provide details of the Processor's information security measures and controls applicable to the provision of the Services under the Agreement and sufficient to demonstrate compliance with applicable Data Protection Laws and this DPA.

20. The Processor shall document its policies and procedures to recover Personal Data and the Services following an unplanned event resulting in an interruption of or inaccessibility to Personal Data and the Services.

21. Access to Personal Data must only be granted to the Processor's personnel that:
    (i) the Processor has taken reasonable steps to ensure the reliability of;
    (ii) are granted the minimum access level(s) necessary to perform their job function;
    (iii) have been trained in the proper handling of Personal Data; and
    (iv) are subject to written obligations of confidentiality in respect of Personal Data.

22. The Processor shall implement logging and auditing techniques for the Personal Data Processing it undertakes, in particular in relation to access to Personal Data that are in accordance with Good Industry Practice.

23. The Processor must encrypt all Personal Data it Processes on behalf of the Controller where such Processing takes place using laptops or other electronic portable devices.

SECURITY AND BREACH NOTIFICATION

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24. The Processor shall maintain appropriate security incident management policies and procedures.

25. The Processor shall:

(i) promptly notify the Controller (and in all cases no later than 48 hours of becoming aware) of any Security Breach of which it becomes aware;

(ii) provide reasonable cooperation with the Controller's investigation into the Security Breach and take such reasonable commercial steps as are directed by the Controller to assist in the investigation, mitigation and remediation of each such Security Breach; and

(iii) unless legally required by Data Protection Laws or compelled under a subpoena, court order or similar legal document issued by a court or Supervisory Authority, the Processor agrees that it will not disclose the Security Breach to any third party without first obtaining the Controller's prior written consent.

26. Each Party shall reasonably cooperate with the other Party to facilitate compliance with Data Protection Laws, including but not limited to notification of affected individuals and Supervisory Authorities.

NOTICES

27. The Processor shall immediately notify the Controller (unless legally prohibited) of any request for disclosure of Client Data by any law enforcement or other government authority. The Processor shall cooperate fully with the Controller in relation to requests for the disclosure of Client Data and where legally permitted shall delay the disclosure of Client Data pursuant to such requests to enable the Controller to investigate and respond to the request for Client Data.

28. The Processor shall promptly notify the Controller if, at any time, it is unable to comply with the terms of this DPA or Data Protection Laws. Any failure by the Processor to comply with the terms of this DPA or Data Protection Laws shall be considered a material breach of the Agreement and the Controller may terminate in accordance with the Agreement.

RETURN AND DELETION OF THE CLIENT DATA

29. The Processor shall return all Client Data to the Controller and delete Client Data in accordance with the Controller's instructions. The Parties agree that a certificate of deletion of Personal Data (including Client Data) shall be provided by the Processor to the Controller.

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30. The Processor shall at the request of the Controller provide reasonable assistance in the transfer or migration of Personal Data to a new service provider.

AUDITS AND CERTIFICATIONS

31. The Parties agree that the Controller shall have the right to audit the Processor's compliance with the terms of this DPA and Data Protection Laws in accordance with the following procedure:
    (i) upon the Controller's prior written request, the Processor shall make available to the Controller (or the Controller's independent, third-party auditor) information sufficient to establish the Processor's compliance with the obligations set forth in this DPA and Data Protection Laws ("**Compliance Obligations**"); and
    (ii) such information shall include documentation reasonably necessary to confirm the Processor's compliance with its Compliance Obligations.

LIABLITY AND INDEMNITY

32. The Processor shall defend, indemnify and hold harmless the Controller, its personnel, representatives and its Affiliates (the "**Indemnified Persons**") from and against any and all claims, damages, liabilities, losses (including any loss of, or damage to, any property of, or injury to or death of, any person) and expenses of any kind whatsoever (including the costs in connection with defending against any of the foregoing or in enforcing this indemnity) incurred or suffered by the Indemnified Persons arising from or in connection with any breach of this DPA and/or the Data Protection Laws by the Processor.

33. The Processor's obligations under Clause 32 of this DPA shall survive the termination of the Agreement.

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حكومة دبي
GOVERNMENT OF DUBAI

DUBAI
للاقتصاد والسياحة
Economy and Tourism

For and on behalf of LOU HAMMOND & ASSOCIATES, INC:

Name: .....Stephen Hammond.....
Position: .....Chief Executive Officer.....

Signature: .....
Date:.....3-28-23.....

For and on behalf of DUBAI CORPORATION FOR TOURISM AND COMMERCE MARKETING:

Name:...Issam Kazim.....
Position:...CEO.....

Signature:.....
Date:.....

Witnessed by:
Name:...Essa Bin Hadher.....
Position:...CEO -Economic Strategy & Competitiveness Sector.....

Essa Bin Hadher Digitally signed by Essa Bin Hadher Date: 2023.03.13 13:02:48 +04'00'
Signature:.....

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Annex 1 to Schedule 2 – Description of Personal Data Processing

Categories of Personal Data: The personal data that will be processed by the Service Provider as part of provisioning the services under this agreement include: Name, email address, telephone number, passport details, and government issued identifiers belonging to Journalists, production teams, Key Opinion Leaders (KOLs), investors etc. in relation to organization of media visits, broadcasts and familiarization trips.	
Purposes Personal Data is Processed for: Personal data is processed for arranging travel, visa, accommodation and attraction visits in Dubai for media and familiarization trips.	
Brief Description of Services: The Service Provider will provide Client with PR strategic services throughout US and Canada, including media familiarisation trips, broadcasts, integrated campaigns, traditional media monitoring, and effective PR activations.	
Time Frame for the Services: The Service Provider will process the personal data for the duration of the term of the Agreement.	

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Annex 2 to Schedule 2– Description of the Processor's Security Measures

Kindly Refer to LGH Personal Data Security, Notification and Confidentiality Policy

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Annex 3 to Schedule 2 – California Data Protection Schedule

1. Processing of Personal Information.

In connection with provision of the Services to Client under the Agreement, if Service Provider receives any personal information (as such term is defined under the California Consumer Privacy Act) from or on behalf of Client, then Service Provider:

(a) will only process such personal information for the purpose of providing the Services;
(b) will not retain, use, or disclose such personal information for any purpose other than to perform the Services;
(c) will not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate such personal information to any third party for monetary or other valuable consideration; and
(d) certifies that it understands the restrictions on its processing of such personal information as set forth in this sentence, and will comply with them.

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