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OMB No. 1124-0004; Expires May 31, 2020

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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
American Defense International, Inc.	6567

3. Name of Foreign Principal

United Arab Emirates via Hagir Elawad & Associates (DBA UAE Strategies)

Check Appropriate Box:

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

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

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

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

See attached contract.

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

American Defense International will assist and support UAE Strategies in its representation of the Embassy of the United Arab Emirates by engaging with the U.S. Congress, Executive Branch, business community, and other members of the U.S. public to support arms transfers and promote a strong bilateral relationship between the United States and the United Arab Emirates.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See response to question 8.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
July 03, 2019		/s/ Bonnie Shindelman Sign eSigned

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

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UAE STRATEGIES

202-770-7872
www.uaestrategies.com

June 13, 2019

AGREEMENT OF SERVICES

ENGAGEMENT and SERVICES
This Agreement of Services (hereafter referred to as the "Agreement") by and between Hagir Elawad & Associates, LLC Doing Business As (DBA) UAE STRATEGIES (hereby referred to as "UAE STRATEGIES") located at 4500 East West Highway, Bethesda MD, 20814 and American Defense International (hereby referred to as "ADI"), located at 1100 New York Avenue NW, Suite 630 Washington DC 20005, will go into effect on July 1, 2019.

1. TERMS OF SERVICES
(a) Effective July 1, 2019, UAE STRATEGIES continues to retain ADI to assist in providing strategic consulting and government relations advice in the area of defense and security to its client, the Embassy of the United Arab Emirates in Washington DC, its agents and representatives (hereby referred to as the "Client"). The Client has authorized UAE STRATEGIES to retain ADI to work under UAE STRATEGIES' direction and report directly to UAE STRATEGIES on this matter. It is understood that ADI will provide strategic consulting and government relations support including engaging with U.S. policy makers (hereby referred to as "Services") in furtherance of the interests of the Client, with an emphasis on strengthening bilateral defense and security relations and regional security of the United Arab Emirates.

(b) It is understood that UAE STRATEGIES will furnish ADI with all information, materials, updates, and developments that UAE STRATEGIES deems necessary in order for ADI to perform the Services.

2. INDEPENDENT CONTRACTOR
The parties agree that this Agreement creates an independent contractor relationship, not an employment, agent, joint venture or partner relationship. ADI assumes full and sole responsibility for the payment of all compensation to their employees and for all their state and federal income tax, unemployment insurance, Social Security, and other applicable employee withholdings. ADI shall not contract or otherwise make any commitments to any third party on behalf of UAE STRATEGIES or the Client without prior written consent.

3. FEES and EXPENSES
(a) UAE STRATEGIES agrees to pay ADI a monthly retainer of US$45,000 for the Services. UAE STRATEGIES will also assume responsibility of arranging logistics and accommodations for agreed upon international travel required for the Services, which is to be booked on *business class*.

(b) It is understood and agreed that UAE STRATEGIES shall not be liable to ADI for any non-payment by its Client of ADI's fees and expenses and ADI shall have no right to seek payment, reimbursement or compensation from UAE STRATEGIES of ADI's fees and expenses in connection with the engagement set forth in this agreement unless and until UAE STRATEGIES has received such funds from its Client.
(c) All invoices shall be submitted to UAE STRATEGIES at the physical or email address designated. UAE STRATEGIES shall pay all invoices in U.S. dollars within thirty (30) days of receipt of such funds from its Client.

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4. COMPLIANCE

(a) In executing this Agreement, the parties agree to comply fully with U.S. laws covering the representation of foreign governments and interests in the United States, specifically including the Foreign Agents Registration Act (FARA). UAE STRATEGIES and ADI acknowledge and agree that under FARA, ADI activities must be publicly disclosed through regular filings with the U.S. Department of Justice. FARA also requires public disclosure of contracts with and expenses on behalf of the foreign client that involves covered activities.

(b) Except where ADI is found to have knowingly or willfully violated FARA regulations and applicable law, UAE STRATEGIES, after receiving the funds from its Client, will reimburse ADI for the portion of legal expenses related to a U.S. Department of Justice audit related to the activities covered under this Agreement.

5. CONFIDENTIALITY

(a) ADI shall maintain in strict confidence all Confidential Information obtained from UAE STRATEGIES or its Client in connection with the Services and shall only use such Confidential Information in connection with the Services. "Confidential Information" means all non-public, confidential, proprietary and/or competitively sensitive materials, data or information, in any form, whether oral, written or electronic, that is related to UAE STRATEGIES or its Client including, without limitation, past, present and future strategic plans or campaigns, public or private histories, budget or other operational information, as well as any other information otherwise marked or designated as being "Confidential" by UAE STRATEGIES or its Client at the time of disclosure.

(b) ADI further agrees that no Confidential Information obtained from UAE STRATEGIES or its Client the Provider shall be disclosed to any third party except duly authorized employees, representatives, pre-approved contractors, sub-contractors and advisors to Recipient.

(c) Subject to the terms and conditions of this Agreement, ADI hereby agrees that during the term of this Agreement and thereafter: (i) ADI shall not publicly divulge, disseminate, publish or otherwise disclose any of the Confidential Information without the prior written consent of UAE STRATEGIES or its Client unless required to do so by law (ii) ADI shall not use any such Confidential Information for any purposes other than of carrying out the Services of this Agreement.

(d) ADI may not make any use of the name, marks, or identity of UAE STRATEGIES or its Client in connection with any marketing, advertising, promotion, or other purpose not related to its work for UAE STRATEGIES related to its Client.

5. INTELLECTUAL PROPERTY and OWNERSHIP of PRODUCT

(a) It is understood that UAE STRATEGIES will be providing ADI access to proprietary and valuable information that ADI might otherwise not receive. In addition, the parties also understand that should ADI, in the course of providing Services, create or participate in modifications or improvements to UAE STRATEGIES' or its Client's products including strategies, operations, presentations, and reports; that UAE STRATEGIES and its Client will reasonably seek to secure such improvements for its own use and practice.

(b) All work products produced or obtained by ADI in furtherance of work performed for UAE STRATEGIES and its Client become and remain exclusive property of the Client.

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6. INDEMNIFICATION and LIMITATION of LIABILITY

Notwithstanding any other term of this Agreement, the parties shall indemnify, defend and hold harmless the other, its corporate affiliates, current or future directors, officers, and professional staff, employees, heirs and assigns (the "Indemnitees"), against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments arising out of this Agreement (including, but not limited to, actions in the form of tort, warranty, or strict liability).

7. TERM of AGREEMENT and TERMINATION

(a) ADI will provide the Services on an annual basis, commencing on July 1, 2019 and renewed every 12 months thereafter, unless sooner terminated as hereinafter provided.

(b) This Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice to the other.

(c) In the event of any termination, ADI shall be entitled to receive such compensation, if any, accrued under the terms of the Agreement for Services rendered through the effective date of termination. ADI also agrees, in accordance with the terms and conditions hereof, to complete in an orderly fashion, the Services for UAE STRATEGIES and its Client which ADI began prior to the date of notice of termination hereunder.

8. GENERAL

(a) This agreement contains the entire agreement and understanding between the parties, and no alteration or modification of this Agreement shall be valid unless made in writing and executed by both parties,

(b) Both parties mutually represent that to the best of their knowledge, neither currently has any agreement with, or any other obligation to, any third party that conflicts with the terms of this agreement or whose interests are contrary to that of the Client. The parties agree that they shall not intentionally and knowingly enter into any such agreement.

(c) This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, USA.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

American Defense International	Hagir Elawad & Associates, LLC dba UAE STRATEGIES
Authorized Signature	Authorized Signature
Michael Hoson, President	Hagir Elawad, Principal
Print Name and Title	Print Name and Title
Date: 6/14/2019	Date: 6/13/2019

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