Received by NSD/FARA Registration Unit 12/22/2022 11:59:21 AM

OMB No. 1124-0004; Expires July 31, 2023

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
American Defense International, Inc.	6567

3. Name of Foreign Principal

Embassy of the United Arab Emirates via Akin Gump Strauss Hauer & Feld LLP

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? 12/09/2022

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

Strategic consulting and government relations support.

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

Strategic consulting and government relations support.

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.

Strategic consulting and government relations support.

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

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

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

Date	Recipient	Purpose	Amount

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

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

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EXECUTION

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

Date	Printed Name	Signature
12/22/2022	Bonnie Shindelman	/s/Bonnie Shindelman

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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
12/21/22	Bonnie Shindelman	

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Akin Gump
STRAUSS HAUER & FELD LLP

CONFIDENTIAL

June 15, 2021

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American Defense International
1100 New York Avenue NW
Suite 630
Washington, DC 20005

Dear Ms. Shindelman,

This letter agreement (this "Agreement") establishes the terms of the agreement of Akin Gump Strauss Hauer & Feld LLP (the "Firm") with American Defense International (together with its employees and other personnel, "ADI") regarding ADI's provision of consulting services in relation to the Firm's work for the Embassy of the United Arab Emirates (the "Client"). Given ADI's expertise in the relevant areas, the Firm, on behalf of the Client, is retaining ADI as a necessary adjunct for the effective representation of the Client, to assist in the Firm's rending of and the Client's receiving of legal advice and other services.

1. **Services:** ADI is being engaged to provide strategic consulting and government relations support including engaging with U.S. policy makers 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. ADI will be instructed and directed by the partner or designee in charge of the matter in question. You agree and acknowledge that the Firm may bill the Client for ADI's services utilizing hourly, retainer, contingency or other mechanisms.

2. **Duration:** This Agreement shall be effective as of June 15, 2021, and shall terminate on June 30, 2022, unless extended by mutual agreement or terminated by either party, with or without cause, before that date upon thirty (30) days' written notice. 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 the Firm and its Client which ADI began prior to the date of notice of termination hereunder.

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3. **Fees**: ADI will charge a monthly retainer of US$45,000 for the Services. All invoices shall be sent to the Firm and indicate that they are for services rendered to the Firm; provided, however, that ADI understands and agrees that the Firm shall not be liable to ADI for any non-payment by the Client of ADI's fees and expenses and ADI shall have no right to seek payment, reimbursement or compensation from the Firm of ADI's fees and expenses in connection with the engagement set forth in this agreement unless and until the Firm has received such funds from the Client. Invoices related to the Services will be sent to the Firm on a monthly basis. Invoices are due and payable within thirty (30) days of receipt of such funds from the Client.

4. **Certain Expenses:** The Firm may arrange the logistics and accommodations for international travel required for the Services, to be booked on business class, or ADI may submit such expenses for reimbursement only after ADI has received the prior written approval from the Firm for such expenditures.

5. **Exclusivity:** ADI may provide services and advice to other clients, provided that ADI notify the Firm in writing in advance regarding each client to which ADI proposes to provide services on matters related to the Client or the Services to be provided hereunder in order to avoid even the appearance of a possible conflict or potential conflict. ADI further agrees that it will avoid to the maximum extent possible providing services to any client that would create a conflict of interest for the Firm or conflict with the interests of the Client.

6. **Compliance:** ADI hereby agrees to comply, and assist the Firm in complying, 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"). ADI acknowledges 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.

7. **Independent Contractor Status:**

   a. ADI will be at all times and for all purposes an Independent Contractor. Nothing contained herein or in any other document shall be deemed or construed by any person or entity as creating the relationship of principal and agent, employer and employee, partnership or joint venture.

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b. As an Independent Contractor, ADI will remain fully responsible for complying with applicable federal, state and local laws and, specifically, for payment of all taxes or contributions as may be owed based upon the fees received from the Firm. After each calendar year, the Firm will issue ADI a Form 1099 reflecting all Fees paid to ADI during the year under this Agreement.

c. ADI acknowledges that individuals employed by ADI will have no right to or entitlement in the retirement, life insurance, medical or disability insurance, workers' compensation, vacation, sick pay, or any other type or form of benefits now or hereafter available to employees or members of the Firm.

8. **Insurance:** ADI will be responsible for obtaining any insurance in connection with its performance of services, including without limitation workers' compensation and liability insurance. ADI will indemnify, defend, and hold harmless the Firm and its successors, assigns, affiliates, and agents from and against any losses, liabilities, claims, demands, actions, damages, costs, and expenses, including attorneys' fees and court costs, arising out of or resulting from its negligent performance of the Services or from any bodily or mental injuries suffered by ADI while rendering the agreed-upon services.

9. **Conflicts of Interest and Confidential Information:** In the performance of services on behalf of the Firm, ADI will abide by this Agreement and the Firm's policies and rules, particularly as they relate to conflicts of interest and confidentiality. With respect to confidentiality:

a. The communications the Firm has with ADI and the information the Firm provides to ADI or the information prepared by or received from ADI, or information obtained from the Client, in any form, in connection with ADI's services will be of a special, unique, and non-public nature regarding the Firm and its clients, including but not limited to attorney-client communications (including any communications with ADI that may be subject to the attorney-client privilege), attorney work product, and client information. ADI acknowledges that such communications and information are confidential, unique, and a valuable asset of the Firm. For purposes of this Agreement, such information shall be referred to as "Confidential Information."

b. ADI shall not directly or indirectly duplicate, sell, use, disclose, or otherwise divulge to any person or entity other than the Firm the nature or content of any portion of the Confidential Information. This provision will survive the end of the term and termination of this Agreement.

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c. ADI will not make or permit to be made copies, abstracts, or summaries of the Firm's reports, documents, or software, except in compliance with its obligations under this Agreement, and then only for the sole use of the Firm.

d. ADI will hold the Confidential Information solely for the Firm's convenience and subject to the Firm's unqualified right to instruct ADI with respect to possession and control. Any Confidential Information prepared by ADI, or under ADI's direction, pursuant to this Agreement belong to the Firm for the benefit of the Client. ADI shall immediately notify the Firm of the happening of any one of (i) the exhibition or surrender of any Confidential Information, in a manner not expressly authorized in writing, (ii) a request by anyone to examine, inspect, or copy such Confidential Information, or (iii) any attempt to serve, or the actual service of, any court order, subpoena, or summons upon ADI that requires the production of any documents or records covered by this arrangement.

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

f. Reference is hereby made to that certain Agreement of Services by and between Hagir Elawad & Associates LLC Doing Business (DBA) UAE Strategies and ADI, dated as of June 13, 2019 (the "Related Agreement"). For purposes hereof, and notwithstanding the term period of this Agreement, Confidential Information as defined herein shall also encompass the "Confidential Information" that is defined in the Related Agreement, including any information and communications exchanged with UAE Strategies.

10. <u>Intellectual Property and Ownership of Product</u>:

a. It is understood that the Firm 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 the Firms' or the Client's products including strategies, operations, presentations, and reports; that the Firm 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 the Firm and the Client become and remain exclusive property of the Client.

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11. **Non-Assignment/Third Party Rights:** ADI may not assign its rights, interests or obligations under this Agreement to any third person, and the Agreement is for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other person.

12. **Severability:** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, whether in form or substance, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term..

13. **Governing Law:** All questions concerning the validity, interpretation, or performance of any of the terms or provisions of this Agreement, or of any rights or obligations of the parties hereof, shall be governed by and resolved in accordance with the laws of the District of Columbia. For any dispute over this Agreement, jurisdiction shall solely lie in the District of Columbia.

14. **Confidentiality of Agreement:** The terms of this Agreement shall be confidential and shall not be disclosed to third parties absent mutual consent of the parties.

15. **Entire Agreement:** The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to the subject matter of this Agreement and may not be modified by evidence of any prior or contemporaneous negotiations, representations, agreements, or understandings. No further representations, agreements, or understandings between the parties shall be binding, unless in writing and signed by the authorized representatives of the parties to this Agreement.

[signature page follows]

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If this letter accurately reflects ADI's understanding of our agreement, please indicate its approval by signing where indicated.

Sincerely,

AKIN GUMP STRAUSS HAUER & FELD LLP

By:_____

CONSULTANT:

American Defense International

By:_____

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Akin Gump
STRAUSS HAUER & FELD LLP

December 9, 2022

Michael Herson
American Defense International
1100 New York Ave. NW, Unit 630
Washington, DC 20005

Dear Michael,

I am writing to confirm that, on behalf of the UAE Embassy in Washington, D.C., Akin Gump is authorized to renew our contract with American Defense International (ADI) for a period of one year.

In particular, Akin Gump and ADI have mutually agreed to extend our existing contract for ADI to provide government affairs advice through December 31, 2023.

The retainer for these services will increase to $55,000 and the scope of these services will remain the same under, and all of the terms of our existing agreement will continue to apply to, this extension of the contract.

We are very grateful for the chance to continue to work with you and your colleagues.

Sincerely,

Hal S. Shapiro

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