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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
Teneo Strategy LLC

2. Registration Number
6698

3. Primary Address of Registrant
280 Park Avenue, 4th Floor, New York, NY 10017

4. Name of Foreign Principal
COP29 Azerbaijan Operations Company

5. Address of Foreign Principal
2020 Business Center, 99 Merkezi Bulvar Street, Khatai District
Baku
AZERBAIJAN AZ1025

6. Country/Region Represented
AZERBAIJAN

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
COP29 Azerbaijan Operations Company

b) Name and title of official(s) with whom registrant engages
Narmin Jarchalova, CEO

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.

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).

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.

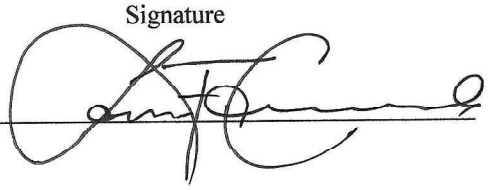
| Date | Printed Name | | Signature |
|---|---|---|---|
| 06/10/2024 | Lawrence F. Carnevale | Sign | /s/Lawrence F. Carnevale |
| | | Sign | |
| | | Sign | |
| | | Sign | |

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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 |
|---|---|---|
| 6/10/24 | LAWRENCE F. CARNEVALE |  |
| | | |
| | | |
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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 |
|---|---|
| Teneo Strategy LLC | 6698 |

3. Name of Foreign Principal

COP29 Azerbaijan Operations Company

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? 04/29/2024

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

The registrant is providing COP29 Azerbaijan Operations Company with communications and corporate strategy advisory services as described in the enclosed agreement. For the performance of these services, the foreign principal will pay the registrant a monthly fee of $475,000, plus certain expenses. For the months of May and June, the foreign principal will pay $1,425,000 and $950,000 on an exceptional basis. Note that while the agreement has an effective date of April 29, 2024 and was executed and received by the registrant on May 28, 2024, the registrant began providing services to the foreign principal on February 1, 2024.



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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.

The registrant is providing COP29 Azerbaijan Operations Company with communications and corporate strategy advisory services. As described in detail in the enclosed agreement, this includes helping to establish the COP29's communications function, including narrative development, initial content development, communications and engagement campaign planning, issues management, organizational development, establishing media relations capability, and media training. The registrant will also provide the foreign principal with initial stakeholder mapping, polling and research.

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

Yes ☒ No ☐

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

In the course of providing the services described above, the registrant is providing counsel and assistance to the foreign principal on communications matters and may engage in communications with members of the U.S. media as well as other relevant stakeholders.

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.

The registrant has provided counsel and assistance to the foreign principal on communications matters and has engaged in communications with members of the media as described in the log below.

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

| Date | Contact | Method | Purpose |
|---|---|---|---|
| See Appendix for Response | | | |

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 |
|---|---|---|---|

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 |
|---|---|---|---|
| See Appendix for Response | | | |
| | | | $ 268,072.90 |
| | | | Total |

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

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

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## EXECUTION

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

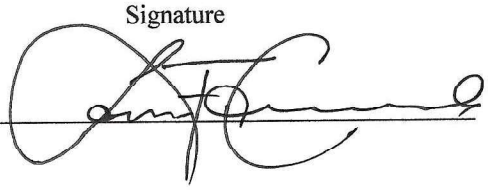
| Date | Printed Name | | Signature |
|---|---|---|---|
| 06/10/2024 | Lawrence F. Carnevale | Sign | /s/Lawrence F. Carnevale |
| | | Sign | |
| | | Sign | |
| | | Sign | |

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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 |
|---|---|---|
| 6/10/24 | LAWRENCE F. CARNEVALE |  |
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# Appendix
# Response to Item 11-List

**Item 11-List: Prior to the date of registration for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this 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 in the required detail the registrant's political activities.**

| Date | Contact | Method | Purpose |
|---|---|---|---|
| 02/22/2024 | John Ainger, Climate/Energy Reporter, Bloomberg | Phone call, email | Introductory discussion |
| 02/27/2024 | Will Kennedy, Senior Executive Editor, Energy and Commodities, Bloomberg | Meeting | Introductory discussions |
| 02/27/2024 | Jess Shankleman, Energy and Environment Journalist, Bloomberg | Meeting | Introductory discussions |
| 02/27/2024 | Akshat Rathi, Senior Reporter for Climate, Bloomberg | Meeting | Introductory discussions |
| 02/27/2024 | Katie Daigle, Climate & Environment Editor, Reuters | Email | Introductory email |
| 02/29/2024 | Attracta Mooney, Climate Correspondent, FT | Email | Introductory email |
| 03/01/2024 | Attracta Mooney, Climate Correspondent, FT | Email | Email regarding Financial Times conference video interview with COP Presidency |
| 03/01/2024 | Gloria Dickie, Global Climate & Environment Correspondent, Reuters | Email | Introductory email |
| 03/05/2024 | Gloria Dickie, Global Climate & Environment Correspondent, Reuters | Meeting | Discussion about coverage, interview openings |
| 03/05/2024 | Attracta Mooney, Climate Correspondent, FT | Email | FT conference video interview with COP Presidency |
| 03/07/2024 | Attracta Mooney, Climate Correspondent, FT | Email, phone call | FT conference video interview with COP Presidency |
| 03/08/2024 | Attracta Mooney, Climate Correspondent, FT | Phone call, video interview | Interview with COP Presidency |
| 03/09/2024 | Attracta Mooney, Climate Correspondent, FT | Phone call | Follow-up to interview with COP Presidency |
| 04/08/2024 | Abbie Sharp, Event Manager, Semafor | Phone call | Potential speaking engagement at Semafor event in Washington, D.C. |
| 04/10/2024 | Tim McDonnell, Climate and Energy Editor, Semafor | Email | Potential speaking engagement at Semafor event in Washington, D.C. |
| 04/12/2024 | Jennifer Dlouhy, Energy and Environmental Polict Reporter, Bloomberg | Email | Introductory email |
| 04/12/2024 | Karin Strohecker, Lead Correspondent, Emerging Markets, Reuters | Email, phone call | Washington interview discussion |
| 04/12/2024 | Katie Daigle, Climate & Environment Editor, Reuters | Email | Washington interview discussion |
| 04/15/2024 | Jonah Fisher, Climate/Environment Correspondent, BBC | Email | Introductory email |
| 04/15/2024 | Issam Ahmed, Science and | Email | Discuss coordination for interview with COP |

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| | | | |
|---|---|---|---|
| | Environment Reporter, Agence France Press | | President |
| 04/17/2024 | Max Bearak, International Climate Policy Reporter, New York Times | Email | Introductory email, interview discussion |
| 04/17/2024 | Tim McDonnell, Climate and Energy Editor, Semafor | Phone call | Discuss potential meeting with COP President |
| 04/17/2024 | Max Bearak, International Climate Policy Reporter, New York Times | Email | Discuss potential meeting with COP President |
| 04/17/2024 | Issam Ahmed, Health, Science and Environment Reporter, and Lucie Aubourg, Environment & Science Reporter, Agence France Press | Email | Discuss coordination for interview with COP President |
| 04/17/2024 | Lisa Friedman, Climate Change Reporter, New York Times | Email | Discuss potential meeting with COP President |
| 04/18/2024 | Alice Fishburn, Opinion and Analysis Editor, FT | Email | Discussion regarding op ed placement |
| 04/18/2024 | Attracta Mooney, Climate Correspondent, FT | Email | Discussion regarding op ed placement |
| 04/18/2024 | Julien Mivielle, Reporter, AFP | WhatsApp | Discussion re. Berlin opportunities |
| 04/22/2024 | Karin Strohecker, Lead Correspondent, Emerging Markets, Reuters | Phone call | Follow-up to Washington interview |
| 04/22/2024 | Alice Fishburn, Opinion and Analysis Editor, FT | Email, phone call | Discussion regarding Op Ed placement |
| 04/23/2024 | Attracta Mooney, Climate Correspondent, FT | Email | Media possibilities around Berlin meeting |
| 04/23/2024 | Fiona Harvey, Environment Editor, The Guardian | Email | Media possibilities around Berlin meeting |
| 04/23/2024 | Julien Mivielle, Reporter, AFP | Email | Media possibilities around Berlin meeting |
| 04/23/2024 | John Ainger, Climate/Energy Reporter, Bloomberg | Email, phone call | Media possibilities around Berlin meeting |
| 04/24/2024 | Riham Alkousaa, Energy and Climate Change Correspondent, Reuters | Email | Email regarding embargoed distribution of COP Presidency speech |
| 04/24/2024 | Matt McGrath, Environment Correspondent, BBC | Email | Email regarding embargoed distribution of COP Presidency speech |
| 04/24/2024 | Jonah Fisher, Climate/Environment Correspondent, BBC | Email | Email regarding embargoed distribution of COP Presidency speech |
| 04/24/2024 | Karin Strohecker, Lead Correspondent, Emerging Markets, Reuters | Email | Email regarding embargoed distribution of COP Presidency speech |
| 04/24/2024 | Attracta Mooney, Climate Correspondent, FT | Email | Email regarding embargoed distribution of COP Presidency speech |
| 04/24/2024 | Zach Coleman, Opinion Editor, Nikkei Asia | Email | Opinion article placement for COP29 leadership team |
| 04/24/2024 | John Ainger, Climate/Energy Reporter, Bloomberg | WhatsApp | Discussion regarding Berlin interview with Yalchin Rafiyev |
| 04/24/2024 | David Fogarty, Climate Change Editor, The Straits Times | Email | Possible op ed placement |
| 04/25/2024 | Kate Abnett, European Climate and Energy Correspondent, Reuters | Email | Email with COP Presidency speech in Berlin |
| 04/25/2024 | John Ainger, Climate/Energy Reporter, Bloomberg | Meeting | Setting up a briefing with Yalchin Rafiyev |
| 04/25/2024 | Riham Alkousaa, Energy and Climate Change Correspondent, Reuters | Email | Email with COP Presidency speech in Berlin |
| 04/25/2024 | Gloria Dickie, Global Climate & Environment | Email | Email with COP Presidency speech in Berlin |

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| | | | |
|---|---|---|---|
| | Correspondent, Reuters | | |
| 04/25/2024 | Julien Mivielle, Reporter, AFP | Email | Email with COP Presidency speech in Berlin |
| 04/25/2024 | Attracta Mooney, Climate Correspondent, FT | Email | Email with COP Presidency speech in Berlin |
| 04/25/2024 | Matt McGrath, Environment Correspondent, BBC | Email | Email with COP Presidency speech in Berlin |
| 04/25/2024 | Fiona Harvey, Environment Editor, The Guardian | Email | Email with COP Presidency speech in Berlin |
| 04/26/2024 | John Ainger, Climate/Energy Reporter, Bloomberg | Meeting, interview | Briefing with Yalchin Rafiyev |
| 04/26/2024 | Zach Coleman, Opinion Editor, Nikkei Asia | Email | Opinion article placement for COP29 leadership team |
| 04/26/2024 | Kate Abnett, European Climate and Energy Correspondent, Reuters | Email | Follow-up to COP Presidency speech coverage in Berlin |
| 04/26/2024 | Attracta Mooney, Climate Correspondent, FT | Email | Follow-up to reporting of President Aliyev speech |
| 04/27/2024 | Attracta Mooney, Climate Correspondent, FT | Voicemail and WhatsApp | Clarification follow-up to reporting of President Aliyev speech |
| 04/29/2024 | Max Bearak, International Climate Policy Reporter, New York Times | Email | Discussing regarding potential meeting with COP President |
| 04/29/2024 | Fiona Harvey, Environment Editor, The Guardian | WhatsApp | Discussion regarding COP Presidency interview in Baku |
| 04/30/2024 | Fiona Harvey, Environment Editor, The Guardian | WhatsApp / Face-to-Face Meeting | Discussion regarding COP Presidency interview in Baku. Attend interview. Introductory follow up meeting |
| 04/30/2024 | John Ainger, Climate/Energy Reporter, Bloomberg | Email | Background information on Azerbaijan energy sector |
| 04/30/2024 | Jayashree Nandi, Assistant Editor, Hindustan Times | Email | Introductory email |
| 05/01/2024 | Attracta Mooney, Climate Correspondent, FT | Meeting | Discussion about COP progress |
| 05/01/2024 | Kenza Bryan, Climate Reporter, FT | Meeting | Discussion about COP progress |
| 05/02/2024 | Matt McGrath, Environment Correspondent, BBC | Email | Setting up a coffee |
| 05/02/2024 | Dana Beltaji, Climate and Environment News Editor, AP | Email | Introductory email |
| 05/02/2024 | Catherine Brahic, Environment Editor, Economist | Email | Introductory email |
| 05/02/2024 | Leon Ligidu, Health and Science Reporter, Nation | Email | Introductory email |
| 05/02/2024 | Urmi Goswami, Economic Times | Email | Introductory email |
| 05/03/2024 | Max Bearak, International Climate Policy Reporter, New York Times | Email, phone call | Discuss potential story on COP29 in Azerbaijan, and energy transition issues |
| 05/03/2024 | Catherine Brahic, Environment Editor, Economist | Email | Follow-up to introductory email |
| 05/03/2024 | Gavin Jackson, Economics and Finance Correspondent, Economist | Email | Introductory email |
| 05/03/2024 | Vijay Vaitheeswaran, Global Energy & Climate Innovation Editor, Economist | Email | Introductory email |
| 05/08/2024 | Rachel Duffell, Power + Purpose Editor, Tatler Asia | Email | Potential feature article for COP29 leadership team |
| 05/09/2024 | Fiona Harvey, Environment Editor, The Guardian | WhatsApp | Discussion regarding Baku visit, arranging lunch |
| 05/09/2024 | Vijay Vaitheeswaran, Global Energy & Climate | Email | Discussion regarding COP29 logistics |

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|---|---|---|---|
| | Innovation Editor, Economist | | |
| 05/09/2024 | Hilal Ahmad, Journalist, Associated Press of Pakistan | Email, WhatsApp | Discussion regarding COP Presidency visit to Islamabad |
| 05/10/2024 | Hilal Ahmad, Journalist, Associated Press of Pakistan | Email, WhatsApp | Media coverage of COP Presidency visit to Islamabad |
| 05/10/2024 | Fiona Harvey, Environment Editor, The Guardian | Meeting | Discussion of COP29 preparations, climate negotiations |
| 05/10/2024 | Godfrey Mutizwa, Chief Editor, CNBC Africa | Email | Introductory email |
| 05/14/2024 | Godfrey Mutizwa, Chief Editor, CNBC Africa | Email | Discussion about media opportunities |
| 05/14/2024 | Jayashree Nandi, Assistant Editor, Hindustan Times | Email | Written Q&A with COP Presidency |
| 05/15/2024 | Gift Chapi-Odekina, Senior Correspondent, Vanguard Media | LinkedIn Message | Potential interview for COP29 High Level Champion |
| 05/15/2024 | Melody Chironda, Climate and Environment Reporter, AllAfrica | LinkedIn Message | Potential interview for COP29 High Level Champion |
| 05/16/2024 | Dominic Webb, Reporter, Responsible Investor | Phone call | Phone call regarding workshop press release |
| 05/16/2024 | Francesca Basso, Brussels Correspondent, Corriere della Serra | Phone call, email | Potential opinion piece around G7 meeting in Italy |
| 05/16/2024 | Mark Segal, founder, ESG Today | Phone call | Phone call regarding workshop press release |
| 05/16/2024 | Zach Coleman, Opinion Editor, Nikkei Asia | Email | Opinion article placement for COP29 leadership team |
| 05/17/2024 | Francesca Basso, Brussels Correspondent, Corriere della Serra | Phone call | Phone call regarding workshop press release |
| 05/17/2024 | Riccardo Barlaam, Editor, Il Sole | Email | Email pitch regarding an opinion article |
| 05/17/2024 | Stefano Salis, Editor, Il Sole | Email | Email pitch regarding an opinion article |
| 05/22/2024 | Daphne Ewing-Chow, Reporter Loop | Email | Email pitch regarding an interview on climate change effects on island nations |
| 05/22/2024 | Samatha Simons, Reporter, Antigua Observer | Email | Email pitch regarding an interview on climate change effects on island nations |
| 05/23/2024 | Daphne Ewing-Chow, Reporter, Loop | Email, WhatsApp | Email regarding an interview on climate change effects on island nations |
| 05/23/2024 | Gloria Dickie, Global Climate & Environment Correspondent, Reuters | WhatsApp | Accomodation website opening |
| 05/23/2024 | Attracta Mooney, Climate Correspondent, FT | WhatsApp | Accomodation website opening |
| 05/23/2024 | Vijay Vaitheeswaran, Economist | Email | Accomodation website opening |
| 05/23/2024 | Julien Mivielle, Reporter, AFP | Email, WhatsApp | Accomodation website opening |
| 05/23/2024 | Fiona Harvey, Environment Editor, The Guardian | Email, WhatsApp | Accomodation website opening |
| 05/24/2024 | Jayashree Nandi, Hindustan Times | Email | Q&A for COP Presidency |
| 05/24/2024 | Daphne Ewing-Chow, Reporter, Loop | Email, WhatsApp | Exchanges regarding SIDS4 interview |
| 05/24/2024 | Godfrey Mutizwa, Chief Editor, CNBC Africa | Teams call | Interview openings for HLC |
| 05/25/2024 | Daphne Ewing-Chow, Reporter, Loop | Email, WhatsApp | Exchanges regarding SIDS4 interview |
| 05/26/2024 | Daphne Ewing-Chow, Reporter, Loop | Email, WhatsApp | Exchanges regarding SIDS4 interview |
| 05/26/2024 | Daphne Ewing-Chow, Reporter Loop | Email, WhatsApp | Interview with COP Presidency at SIDS4 on climate change effects on island nations |
| 05/27/2024 | Zach Coleman, Opinion | Email | Email regarding potential op-ed by COP |

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| | | | |
|---|---|---|---|
| | Editor, Nikkei Asia | | President-Designate |
| 05/27/2024 | Godfrey Mutizwa, Chief Editor, CNBC Africa; Katleho Moloi, Client Relationship Officer, CNBC Africa; Amogela Modise, Executive Producer, CNBC Africa | Email | Potential Interview with High Level Champion |
| 05/27/2024 | Matt Mace, Podcast Host, Edie; Sarah George, Content Editor, Edie | Email | Potential Interview with High Level Champion |
| 05/27/2024 | Melody Chironda, Climate and Environment Reporter, AllAfrica | Email | Potential Interview with High Level Champion |
| 05/29/2024 | John Ainger, Climate/Energy Reporter, Bloomberg | WhatsApp calls | Request for comment regarding hydrocarbon levy story |
| 05/29/2024 | Matt Mace, Podcast Host, Edie; Sarah George, Content Editor, Edie | Email | Email regarding press release on climate finance goal |
| 05/29/2024 | Fiona Harvey, Environment Editor, The Guardian | Email | Quote for OECD-related story |
| 05/29/2024 | Susanne Gotze, Spiegel | Email | Quote for OECD-related story |
| 05/29/2024 | Matt McGrath, Environment Correspondent, BBC | Email | Quote for OECD-related story |
| 05/29/2024 | Jayashree Nandi, Hindustan Times | Email | Quote for OECD-related story |
| 05/29/2024 | Julien Mivielle, Reporter, AFP | Email | Quote for OECD-related story |
| 05/29/2024 | Max Bearak, International Climate Policy Reporter, New York Times | Email | Quote for OECD-related story |
| 05/29/2024 | Gloria Dickie, Global Climate & Environment Correspondent, Reuters | Email | Quote for OECD-related story |
| 05/29/2024 | Kate Abnett, Reuters | Email | Quote for OECD-related story |
| 05/29/2024 | Attracta Mooney, Climate Correspondent, FT | Email | Quote for OECD-related story |
| 05/30/2024 | Diego Suarez, Business Development Associate, GreenBiz | Email | Introductory conversation |
| 05/30/2024 | John Ainger, Climate/Energy Reporter, Bloomberg | Phone call | Discussion regarding hydrocarbon levy story |
| 05/30/2024 | Jayashree Nandi, Hindustan Times | Email | Update on Hindustan Times Q&A |
| 05/30/2024 | Bjarke Smith Meyer, Finance Editor, Politico Editor & Louise Guillot, Sustainability Reporter, Politico Europe | Email, WhatsApp | Exchanges regarding climate finance goal |

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# Appendix
# Response to Item 13

**Item 13: During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal? 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 |
|---|---|---|---|
| 01/11/2024-05/15/2024 | Various | Local transportation (taxis, Ubers) for short form registrants (Bell, Bottomley, Cropley, Kernick, Hasirci, Lauwerys, Le Fevre, Riley, Simpson, Vitas) | $ 5,770.69 |
| 01/11/2024-05/15/2024 | Various | Meals for short form registrants (Bell, Bottomley, Cropley, Foley, Kernick, Keynes, Hasirci, Lauwerys, Le Fevre, Riley, Simpson, Vitas) | $ 8,965.98 |
| 01/11/2024-05/15/2024 | Various | Airfare for short form registrants (Bell, Bottomley, Cropley, Foley, Hasirci, Kernick, Keynes, Lauwerys, Le Fevre, Morrell, Riley, Simpson, Vitas) | $ 150,967.85 |
| 01/11/2024-05/15/2024 | Various | Hotels for short form registrants (Bell, Bottomley, Cropley, Foley, Hasirci, Kernick, Keynes, Lauwerys, Le Fevre, Morrell, Riley, Simpson, Vitas) | $ 98,635.67 |
| 01/11/2024-05/15/2024 | Various | Miscellaneous expenses (drycleaning and laundry services, visa expenses, internet charges, travel agency fees) | $ 3,732.71 |

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Teneo

280 Park Avenue, 4th Floor
New York, NY 10017
Office: +1 212.886.1600
teneo.com

# Teneo Engagement Letter

May 16, 2024

**COP29 Azerbaijan Operations Company**
2020 Business Center, 99 Merkezi Bulvar street, Khatai district, AZ1025 Baku, Azerbaijan.

This engagement letter (this "***Engagement***") will confirm the agreement by and between COP29 Azerbaijan Operations Company, a non-commercial legal entity established under the laws of the Republic of Azerbaijan (the "***Company***"), and **Teneo Strategy LLC**, a Delaware limited liability company (the "***Consultant***"). This Engagement shall become effective on April 29, 2024 (the "***Effective Date***"). The Company and the Consultant hereby agree as follows:

**1. Consulting Services**

The Consultant will provide the Company with communications and corporate strategy advisory services as further detailed in **Exhibit A** attached hereto (collectively herein referred to as the "***Services***").

**2. Fees**

2.1. **Consulting Fees**.

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2.1.1. **Monthly Retainer**. In consideration for the Services, the Company shall pay to the Consultant a monthly fee of $475,000, payable monthly (the "***Monthly Retainer***") after completion of each month within ten (10) business days following receipt of a correct and properly due monthly invoice and monthly services acceptance act signed by the Parties. Refusal by the Company to sign the acceptance act may not be unreasonably made and must be supported by evidence demonstrating material deficiencies in the Services provided. For purposes of this Engagement, "material deficiency(ies)" means i) a deficiency preventing or significantly impacting the Company's ability to utilize the Services, or ii) that the Services do not comply in any material way with the specifications outlined in Exhibit A. Notwithstanding to this, execution of the relevant service acceptance act does not relieve Consultant from promptly addressing any other (immaterial) deficiencies. The Monthly Retainer is based on the personnel allocated to Company's account, which shall consist of a) up to five (5) on-site team members, and b) additional personnel remotely from Consultant's offices. At any time during the Term, the parties may discuss in good faith staffing needs and the Monthly Retainer associated therewith.

Notwithstanding anything to the contrary herein, the minimum Monthly Retainer for the Services is set at $475,000 and cannot be reduced, unless otherwise agreed in writing by the parties.

2.1.2. **INTENTIONALLY OMITTED**.

2.2. **Expenses**. The Company shall promptly reimburse the Consultant for all reasonable and properly incurred business and travel expenses incurred by the Consultant in performing the Services, subject to the Company's receipt of a written request for reimbursement, together with appropriate supporting documentation. For the avoidance of doubt, reimbursable expenses are expected to include but not limited to the cost of transcription/translation services, image license for stock photography and/or film clips, media sponsorship medias, and travel (as detailed in Exhibit A) and administrative costs.

## 3. Term and Termination

3.1. **Term**. This Engagement is for a term of seven (7) months commencing on the Effective Date, and may be extended upon the mutual written agreement of the parties (the "***Term***"), unless terminated in writing in accordance with Section 3.2 below.

**Termination**. Company may terminate this Agreement without Cause at any time upon 30 days' prior written notice to the Consultant. If the Company terminates this Agreement without Cause, the Company shall pay to the Consultant any amounts due pursuant to Section 2 through and including the effective date of such termination plus all reasonable and properly incurred business and travel expenses incurred by the Consultant in performing the Services. If either Party terminates this Agreement for Cause (as defined below), the Company shall pay to the Consultant any amounts due pursuant to Section 2 through and including the effective date of such termination. For purposes of this Agreement, "***Cause***" shall mean: (a) the other Party's conviction, or plea of either guilty or no contest, with respect to a felony or (b) material breach of this Agreement by the other Party which, if capable of being remedied, is not remedied within 30 days of a written request to remedy the same. Failure to comply with this written request shall constitute ground for immediate termination of this Agreement by the suffered Party.



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3.2. **Survival**. The provisions of Sections 2, 3.2 and 3.3 of this Engagement, and of Sections 2, 3, 4, 7, 8, 10, 12 and 13 of the Terms and Conditions attached hereto, shall survive any termination of this Agreement (as defined in the Terms and Conditions attached hereto).

3.3. **Force-majeure.** A Party shall not be liable for the non-performance or improper performance of its contractual obligations under the Agreement if it is shown that the performance was impossible as a result of the occurrence of extraordinary (force-majeure) circumstances provided that such Party informs the other Party in writing of the force-majeure circumstances within 5 working days of the onset of such circumstances. Either Party may send the other Party notification with a proposal to conduct negotiations, with the goal of determining mutually acceptable terms for the performance of the contractual obligations under, or the termination of, the Agreement. Force-majeure shall mean extraordinary and unpreventable circumstances, such as: any official decision regarding the postponement/cancellation of the COP29, war, natural disasters, strikes, changes to effective legislation, or any other circumstance that is beyond the reasonable control of and could not have been reasonably foreseen by the Party affected, and which prevent the fulfilment of the obligations of the affected Party under the Agreement, and where the occurrence of such circumstance is not the direct or indirect result of any action or inaction of either Party.

**4. Terms and Conditions**

The standard Terms and Conditions (the "***Terms and Conditions***") attached herein set forth the obligations of each party with respect to the Services and are incorporated by reference herein. This Engagement and the Terms and Conditions comprise the entire agreement (the "***Agreement***") for the provision of the Services to the exclusion of any other express or implied terms, whether expressed orally or in writing, including any conditions, warranties and representations, and shall supersede all previous proposals, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services.

[SIGNATURE PAGE FOLLOWS]



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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**COP29 AZERBAIJAN OPERATIONS COMPANY**

Name

Title

Signature

**TENEO STRATEGY LLC**

Name

Title

Signature



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# Teneo Standard Terms & Conditions

The following are the standard Terms and Conditions on which the Consultant will provide the Services to the Company set forth within the attached Engagement effective on April 29, 2024.

**1. Independent Contractor Relationship**

The Consultant shall at all times be acting and performing as an independent contractor to the Company and nothing contained herein shall cause the relationship between the parties to the Agreement (or their respective employees, agents, or principals, as applicable) to be that of employer and employee. The Consultant shall not have the right or authority to obligate or bind the Company to any contract, obligation, responsibility or undertaking whatsoever, and the Consultant shall make no representation or warranty, oral or written, express or implied, to that effect.

**2. Taxes**

All sums payable by the Company under this Agreement or the indemnification provisions hereof shall be paid free and clear of all deductions or withholdings unless the deduction or withholding is required by law, in which event the Company shall pay such additional amount as shall be required to ensure that the net amount received by the payee will equal the full amount which would have been received by it had no such deduction or withholding been required to be made. All sums quoted hereunder are exclusive of any goods and services, value added or other tax, and the Company will pay to the relevant payee any additional goods and services, value added or other tax, if applicable, chargeable in respect of payments made pursuant to this Agreement or the indemnification provisions hereof or otherwise chargeable in respect of this engagement. The Company shall not make any deduction with respect to the Consultant or the Consultant's agents or employees for any payroll taxes, contributions for unemployment or workers' compensation insurance, or old age pensions, annuities or other benefits which are customarily measured by wages, salaries or other compensation paid to an employee. The Consultant understands and agrees that the Consultant shall be solely responsible for paying, according to law, all applicable federal, provincial and local income and withholding tax obligations or contributions imposed by unemployment insurance or workers' compensation insurance in connection with the Agreement on behalf of the Consultant or the Consultant's agents or employees, if any.

**3. Confidentiality**

As used herein "***Representatives***" shall mean, with respect to either party, such party's owners, officers, employees, accountants, attorneys, and advisers and affiliates as well as representatives of the agencies and related bodies of the Government of Azerbaijan participating in and/or performing functions in connection with the organisation of COP29. Each party (such party, a "***Receiving Party***") hereto agrees that it will not, directly or indirectly, disseminate, or disclose any non-public, commercially sensitive or proprietary information of the other party (a "***Disclosing Party***") or the Disclosing Party's Representatives (collectively, the "***Confidential Information***") to any third party other than the Receiving Party's Representatives during the Term or during the three (3) year period thereafter. Notwithstanding the foregoing, the confidentiality obligations set for herein shall not apply if any Confidential Information is requested or required to be disclosed pursuant to any applicable law,



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regulation or legal process; provided that if practicable and permitted by applicable law, regulation or legal process, the Receiving Party will promptly notify the Disclosing Party hereto in writing and provide the Disclosing Party hereto with a copy of such request and will provide the Disclosing Party with a reasonable opportunity to file motions to object in whole or in part to producing such documents. Notwithstanding the above, neither party hereto shall have any obligations of confidentiality with respect to any portion of Confidential Information which (x) was previously known to such party prior to receipt from the Disclosing Party, (y) is now public knowledge, or becomes public knowledge in the future, other than through acts or omissions of such party in violation of this section or (z) is lawfully obtained by such party from sources independent of the Disclosing Party who have a lawful right to disclose such Confidential Information.

The Company may identify the Consultant by the Consultant's name or logo, by indicating it and general nature of the Services in marketing and advertising materials related to COP29 with no extra payments.

Consultant shall not quote the name of the Company or use or produce Company's logo indicating the nature of the Services provided to the Company in any commercial materials, including but not limited to promotional, advertising and other types of marketing materials.

**4. Reports and Advice**

Any advice given or report issued by the Consultant is provided solely for the Company's use and benefit and only in connection with the purpose in respect of which the Services are provided. The Consultant hereby provides, solely to the extent necessary to permit the Company to receive the benefit of the Services, a license to use any intellectual property that the Consultant has a right to license and that are included with the Services or conceived, created, or fixed by the Consultant in the course of performing the Services or providing any advice or report to the Company. The Consultant understands and agrees that the Company will get ownership of any intellectual property that it conceived created or fixed during the performance of the Services by the Consultant. Unless required by law of the jurisdictions where the Services are being performed, the Company shall not provide any advice given or report issued by the Consultant to any third party, without the prior written consent of the Consultant. In no event, regardless of whether consent has been provided, shall the Consultant assume any responsibility to any third party to which any advice or report is disclosed or otherwise made available. Company may disclose, in whole, any advice or report issued by the Consultant to its legal and other professional advisers as well as representatives of the agencies and related bodies of the Government of Azerbaijan participating in and/or performing functions in connection with the organisation of COP29 for the purposes of seeking advice in relation to the Services, provided that when doing so the Company inform them that disclosure by them is not permitted without Consultant's written consent, and Consultant accept no responsibility or liability to them in connection with the Services.

Each party retain ownership of all intellectual property rights in their respective Pre-Existing Intellectual Property and no such Pre-Existing Intellectual Property are assigned or transferred to the other party by the way of this Agreement.

"Pre-Existing Intellectual Property" means the data, information, tools, ideas, techniques, methodologies, specifications, documentation, notes and materials, including any patents, patent



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rights, copyrights, mask works, trade secrets and other intellectual property rights embodied therein, owned or controlled by a party prior to or independent of performance under this Agreement, and whether or not used to produce, or embodied in, the deliverables.

**5. Lobbying Activities**

It is understood and agreed that the Consultant shall not lobby any federal or provincial members of the executive or legislative branches of government or their employees and further, shall not engage in any effort on or behalf of the Company requiring by law to be registered as a lobbyist.

**6. Compliance with Laws**

Each of the Company and the Consultant shall not directly or indirectly make any offer, payment, or promise to pay; authorize payment; nor offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing any act or decision of an official of any government (including a decision not to act) or inducing such a person to use his or her influence to affect any such governmental act or decision in order to assist the Consultant or the Company in obtaining, retaining, or conducting its business. Each of the Company and the Consultant shall at all times during the Term comply with (x) the requirements of the U.S. Foreign Corrupt Practices Act, the Canada Corruption of Foreign Public Officials Act, the Canada Proceeds of Crime (Money Laundering) and Terrorist Financing Act and the UK Bribery Law and shall comply in all material respects with the applicable anti-bribery laws of the jurisdictions where the Services are being performed (y) comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015 and have and maintain throughout the Term its own policies and procedures to ensure its compliance with this Section 6 (y) and (z) comply with any applicable export control and trade sanction laws, regulations, rules and licenses ("***Export Control and Trade Sanctions Rules***") and not cause the other party to be in breach of such Export Control and Trade Sanctions Rules. Failure to comply with these laws shall constitute grounds for immediate termination of this Agreement.

**7. Non-Solicitation**

During the Term and for twelve (12) months following the date of termination or expiration of this Agreement, the Company will not solicit, attempt to solicit, assist others to solicit, hire, or assist others to hire for employment or for the performance of services any person who is, or within the preceding six months was, an officer, manager, employee, or consultant (excluding lawyers, accountants and other professional service providers) of the Consultant.

**8. Indemnification; Limitation of Liability**

The Company will indemnify, defend, and hold harmless, and advance expenses to the Consultant and the Consultant's principals, shareholders, members, officers, directors, employees, agents, affiliates, independent contractors and representatives (each, a "***Covered Person***"), in respect of any and all third party claims, governmental or civil investigations, or inquiries, subpoenas, discovery requests, demands, actions, liabilities, losses, damages and injuries, (collectively "***Claims***") in any manner related to, arising out of or resulting from the breach any of the Company's obligations under the Agreement The Consultant shall provide prompt notice of any Claim that may give rise to the



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Company's indemnification obligation hereunder; provided, however that failure to provide such notice shall not impair the Consultant's rights under this paragraph. The Consultant shall, at the Company's cost, provide reasonable assistance to the Company in the defence of any such Claim. The Company agrees to reimburse the Consultant and/or any Covered Person for all expenses (including, without limitation, reasonable and properly incurred fees and disbursements of counsel and costs of vendors reasonably required to assist in the recovery, review and production of electronically stored data) incurred in respect of any Claims in any manner related to, arising out of or resulting from the Company's retention of the Consultant, provision of the Services or the performance of the Consultant's duties under this Agreement; provided that the Consultant has taken all necessary actions to prevent the creation of such Claims and has taken all necessary steps to mitigate their consequences. The Company agrees that neither the Consultant nor any Covered Person shall have liability as a result of the Consultant's retention, the execution and delivery of the Agreement, the provision of Services or other matters relating to or arising from the Agreement. Consultant's liability for actual damages caused by its deliberate breach of duty or gross negligence shall be in accordance with the governing law. In no event shall the Consultant or any Covered Person be liable for consequential, indirect or punitive damages, damages for lost profits or opportunities or other like damages or claims of any kind. In addition, the Consultant shall not be obligated to incur or contribute any amount which exceeds the amount of fees previously received by the Consultant pursuant to the Agreement provided that such limitation shall not apply in cases of wilful misconduct, damage to personal life and health. The same indemnification and limitation of liability rules stipulated in favour of the Consultant as per this Article will also be applied identically for the Company.

**9. Severability**

If any provision of the Agreement or any application thereof is held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and other application thereof shall not in any way be affected or impaired thereby.

**10. Assignment**

Nothing in the Agreement shall be deemed to create any right in any person not a party hereto (other than as expressly provided herein and the permitted successors and assigns of a party hereto) and the Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (except as aforesaid). Neither party hereto may assign or otherwise transfer any of its rights and obligations under the Agreement without the prior written consent of the other party, and any purported assignment or other transfer of any such rights and obligations without such consent shall be null and void; provided, however, that the Consultant may assign its rights and obligations under the Agreement to one or more of its affiliates upon written consent of the Company, provided that such assignment shall not materially alter the Services provided. The Company may assign its rights and obligations under the Agreement to representatives of the agencies and related bodies of the Government of Azerbaijan participating in and/or performing functions in connection with the organisation of COP29 upon thirty (30) days' prior written notice to the Consultant; provided that Consultant may terminate this Agreement if the provision of services to the assignee is precluded as a result of Consultant's conflict check or internal policies. Such assignment shall not release or relieve either party from any of their obligations or liabilities under this Agreement.



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**11. Entire Agreement**

The parties understand and expressly agree that this Agreement has been freely and voluntarily entered into (without any duress or undue influence), that no oral or written representations or promises of any kind (other than those contained in this Agreement) have been made by any party to induce or otherwise influence the other to enter into this Agreement, and that they have not relied upon any such oral or written representations or promises. This Agreement represents the entire understanding and agreement among the parties, and supersedes all proposals, negotiations, undertakings, representations, letters of engagement, agreements, understandings, correspondence and other communications, whether written or oral, with respect to the subject matter hereof or thereof. This Agreement may be amended, modified or supplemented only by the written agreement of the parties hereto.

**12. Notices**

Any notices and other communications required by the Agreement must be in writing and delivered (i) to the Company's address stated in the Engagement or subsequently provided in writing and (ii) to the Consultant, at its offices at 280 Park Ave, 4th Floor, New York, NY 10017, Attn: General Counsel or Fax 212-886-9399. Notices delivered by hand, facsimile, or electronic mail shall be deemed received on the date delivered; notices delivered by certified or registered mail, return receipt requested, shall be deemed received on the date received.

**13. Governing Law; Arbitration**

This Agreement shall be governed, construed, administered and regulated in all respects under the laws of England and Wales, without regard to the provisions, policies or principles thereof relating to choice or conflict of laws. Any dispute or controversy arising hereunder between or among the parties hereto, or in respect of any other matter, cause or thing whatsoever not herein otherwise provided for, that the Parties fail to resolve within 3 (three) months of the receipt by one of the Parties of a proposal from the other Party to settle the dispute shall be settled by binding arbitration in London before a panel of three arbitrators in accordance with the rules of the London Court of International Arbitration (the "***LCIA***"). Each party will appoint one arbitrator within 10 days from the time of the filing of the demand for arbitration (in the case of the claimant) and within 10 days of receipt of the demand (in the case of the respondent). The two arbitrators so selected shall select a third arbitrator within ten days from the time the last of the two party-appointed arbitrators is selected and the names and the addresses thereof shall be communicated to the Company, the Consultant and the LCIA. The applicable LCIA rules concerning failure to appoint shall govern the failure to appoint any arbitrator as provided herein. Judgment upon the award rendered by the arbitrator may be entered by one party in any court having jurisdiction hereof without prior notice to the other party. The cost of such arbitration shall be borne by each of the parties to such dispute, and in such proportion as the arbitrators shall determine to be equitable, or in the event of their failure to so determine, the said cost shall be borne equally. Each party shall bear its own legal fees and expenses. A demand for arbitration or related correspondence in connection with the commencement of an arbitration shall be addressed to a Party at the address set forth in Section 12 ("Notices").



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**14. Counterparts**

The Agreement may be executed in multiple original counterparts, each of which when executed shall be an original and all the counterparts together shall constitute one and the same agreement.

**15. Data Privacy**

In connection with the delivery of and invoicing for the Services the Consultant may collect and utilize certain personal data of or concerning representatives of the Company. For information concerning the handling of personal data by Consultant see Consultant's Privacy Policy at www.teneo.com.

In connection with the Services the Company may collect and utilize certain personal data of or concerning representatives of the Consultant. Company undertakes to ensure the security and confidentiality of the received data in accordance with the applicable laws of the jurisdiction where the Services are being performed.



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**EXHIBIT A**

**SERVICES**

**Scope of Work**

Consultant will provide the following services to the COP29 organization in Baku beginning April 29, 2024 and ending two weeks following the event, which is to be held Nov 11, 2024 through Nov 24, 2024.

The Consultant shall submit to the Company, summary reports detailing the progress of the following services on a monthly basis and any additional reports containing such information as the Company may reasonably require. The list of the deliverables that should be presented as the result of the indicated services may also be agreed between the Parties.

**COP29 Communications Function**

Working closely with the COP29 organization, Consultant will help establish the event's Communications function, basing a small team in Baku supported by additional staff working out of Consultant offices around the world. The combined team would conduct the following work:

- Narrative Development – Based on initial research (see below), Consultant will develop the COP29 narrative—a compelling description of Azerbaijan's ambition for COP29, its vision for the event, and its role in the energy transition and climate action.
- Initial Content Development – Consultant will develop a suite of communications materials based on the COP29 narrative, existing government content, and content provided by the UNCCC.
- Campaign Planning – Consultant will develop the COP29 communications and engagement campaign plan.
- Issues Management – Consultant will develop an issues management capability, identifying risks, and then creating the processes, guidelines and content to effectively address those risks.
- Organizational Development -- Consultant will advise on how to build and organize a strong, multi-lingual, international communications team as efficiently as possible.
- Media Relations – Consultant will help establish a media relations capability, monitoring media coverage in real time, proactively reaching out to key media to establish a good working relationship, handling media inquiries, arranging interviews and tours, etc.
- Media Training – Once a narrative is agreed to, Consultant will start a program of media training with key executives to ensure they can deliver messages effectively to the media and other key stakeholders.

**Initial Stakeholder Mapping/Polling/Research**

Consultant's research team will work with the COP29 organization to conduct an initial opinion research study to better understand what key stakeholders or similar elite opinion leaders understand about Azerbaijan going into COP29, what their expectations are coming out of COP28, and what their hopes are for COP29. In parallel, Consultant will conduct an in-depth assessment of the existing media coverage and social media discussion related to Azerbaijan and COP29, as well as a retrospective assessment of the same metrics for COP28. Together, this information will be used in writing the narrative and developing initial content. We will also monitor media and social media going forward.



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**Consulting Fees**

*Communications Support*

Consultant will charge Monthly Retainer of $US 475,000 per month for the duration of the contract. In consideration of the services provided, it is agreed that the Consultant will charge a monthly fee of i) 1,425,000 USD for May and ii) 950,000 USD for June, on an exceptional basis. For all subsequent months, the Monthly Retainer shall be maintained at the agreed amount of 475,000 USD. This fee level would cover the senior leadership of the account, and a team of 10 to 12 professionals who would rotate in and out of Baku on three weeks assignments, ensuring that five to six personnel are on the ground continually. This fee level would also cover support from team members in Consultant's international offices (including New York, Washington, London, Brussels, and Hong Kong.)

The Company undertakes to reimburse the Consultant for the travel expenses incurred prior to the conclusion of the Agreement. This reimbursement is aimed at facilitating negotiations, discussions of the project details, scope, terms and conditions of the Agreement with a maximum reimbursement limit of 140,000 USD. The Consultant hereby agrees to furnish all requisite supporting documentation as requested by the Company, ensuring transparency and accountability in the reimbursement process.

**TRAVEL EXPENSES**

The Company shall promptly reimburse the Consultant for expenses associated with travel, accommodation, and ancillary costs (referred to as "Travel Expenses") up to a maximum amount of US$70,000 per month (the "Travel Cap"), specifically for the team operating in Baku, Azerbaijan. The Consultant will exercise reasonable judgment in incurring these costs and, if necessary, provide the Company with expense reports and documents. Both Parties understand and agree that the Travel Cap applies only to Travel Expenses directly related to the provision of services under this Agreement and does not extend to travel arrangements of Consultant personnel as per the request of the COP29 President-Designate. To compensate these additional travel arrangements by the Company, such arrangements and expenses will be pre-agreed with the Company.

**Teneo Team**

List of Teneo team members, with bios.



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