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OMB No. 1124-0006; Expires May 31, 2020

**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
Terakeet LLC

2. Registration Number
6806

3. Primary Address of Registrant
333 West Washington Street, Suite 500, Syracuse, NY 13202

4. Name of Foreign Principal
Embassy of the United Arab Emirates

5. Address of Foreign Principal
3522 International Court NW
Washington, DC 20008

6. Country/Region Represented
UNITED ARAB EMIRATES

7. Indicate whether the foreign principal is one of the following:

- [x] 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)* N/A
- [ ] Individual-State nationality N/A

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

a) Branch or agency represented by the registrant
Embassy

b) Name and title of official with whom registrant engages
Hessa Buti Eid Al Shuwaihi, Media & Diplomacy Sr. Specialist

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.



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

a) Name and title of official with whom registrant engages

N/A

b) Aim, mission or objective of foreign political party

N/A

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.

N/A

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).

N/A

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.

N/A

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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 Exhibit A to Registration Statement, 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 |
|---|---|---|
| 03/23/2020 | Ralph Torrillo | /s/Ralph Torrillo |
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**U.S. Department of Justice**
Washington, DC 20530

# Exhibit A to Registration Statement

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 Exhibit A to Registration Statement, 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 |
|---|---|---|
| 03/23/2020 | RALPH TORRICO | |
| | | |
| | | |
| | | |



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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 |
|---|---|
| Terakeet LLC | 6806 |

3. Name of Foreign Principal

Embassy of the United Arab Emirates

Check Appropriate Box:

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

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

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

7. What is the date of the contract or agreement with the foreign principal? 03/15/2020

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

Assist with development and deployment of comprehensive search engine optimization strategy with a focus on continental United States-based searches related to the Embassy and its personnel, in support of the Embassy's overall web strategy, as set forth in written contract attached.



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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.

Provide search engine optimization services as set forth in #8 above and written contract attached.

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 or dissemination of informational materials.

The activities described in Section 8 include public relations activities relating to the Embassy of the United Arab Emirates.

11. Prior to the date of registration[2] for this foreign principal did the registrant engage 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.

Beginning in or about July 2019, Terakeet LLC engaged in enterprise SEO activities for the foreign principal, some of which may have been registrable "public relations" activities. Because those SEO activities relate to public interests of the Embassy of the United Arab Emirates, they may also constitute political activities, as defined by Section 1(o) of the Act. Those activities included developing a comprehensive SEO plan designed to positively influence search results relating to the foreign principal.

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

| Date | Contact | Method | Purpose |
|---|---|---|---|
| | | | No Political Activity Contacts to Report |

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, 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 |
|---|---|---|---|
| 07/26/2019 | Embassy of the UAE | Payment for SEO services rendered | $175,000.00 |
| 10/08/2019 | Embassy of the UAE | Payment for SEO services rendered | $175,000.00 |
| | | | $350,000.00 |

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of the foreign principal?

Yes ☐ No ☒

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

| Date | To Whom | Purpose | Amount |
|---|---|---|---|
| N/A | N/A | N/A | N/A |

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 Exhibit B to Registration Statement, 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 |
|---|---|---|
| 03/23/2020 | Ralph Torrillo | /s/Ralph Torrillo |
| | | |
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# Exhibit B to Registration Statement

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 Exhibit B to Registration Statement, 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 |
|---|---|---|
| 03/23/2020 | RALPH TORRICELLO | |
| | | |
| | | |
| | | |



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# MANAGED SERVICES AGREEMENT

This **MANAGED SERVICES AGREEMENT** (the "**Agreement**") is an Agreement made effective March 15, 2020 (the "**Effective Date**") by and between **TERAKEET LLC**, which has an office at 333 West Washington Street, Suite 500, Syracuse, New York 13202 ("**Terakeet**") and **UAE EMBASSY**, which has an office at 3522 International Court NW, Washington, DC 20008 ("**Customer**").

Customer represents it has the right and/or authority to enter into this Agreement and any related Statement of Work on behalf of Client.

## 1. SCOPE OF SERVICES

Terakeet shall provide certain services (the "Services") to Customer as specified in statements of work issued under or that reference this Agreement (each, including any exhibit and/or schedule attached thereto, a "Statement of Work"); provided that a Statement of Work will not be deemed entered into until signed by an authorized representative of each party. The Services will be subject to the terms and conditions of this Agreement.

## 2. TERM

The term of this Agreement will begin on the Effective Date and, unless earlier terminated in accordance with this Section 2, shall automatically terminate at the end of any one (1) year period during which there was no active Statement of Work (the "Term").

Either party may terminate this Agreement, and/or any Statement of Work, at any time, upon ninety (90) days prior written notice to the other party.

Termination of this Agreement shall result in termination of all then outstanding Statements of Work. Termination shall not relieve Customer of its obligation to pay any Fees or other amounts due that have accrued as of the effective date of such termination.

Upon any termination or expiration of this Agreement, Customer shall promptly cease use of the Terakeet Platform, and all rights granted hereunder and all obligations of each party shall immediately terminate, except that Sections 2, 4, 6, 7, 10, and 11-18 will survive. Each party shall cease using the Confidential Information of the other party, and if requested to do so in writing by the Disclosing Party, either return all copies of any Confidential Information to the Disclosing Party or destroy it along with all copies, notes or extracts thereof, and confirm such destruction in writing; provided, that, (a) nothing contained herein will require the destruction or purging of Confidential Information maintained on routine computer system backup tapes, disks or similar storage devices, and (b) the Receiving Party may keep copies of Confidential Information to the extent required to comply with any law, rule, or regulation or its bona fide record retention policies. For the avoidance of doubt, no party has any contractual obligation to return or destroy any Intellectual Property in which it has an ownership interest. Each party will not be liable to the other party nor (as between the parties) to any third party for termination of



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this Agreement.

## 3. CUSTOMER RESPONSIBILITIES

Customer shall fulfill its roles and responsibilities as outlined in each Statement of Work, and otherwise reasonably cooperate with Terakeet in providing the Services.

## 4. CONFIDENTIAL INFORMATION

Each party shall maintain in all information which each may receive (a "Receiving Party") from the other (a "Disclosing Party") hereunder that is either (a) marked as confidential or proprietary, (b) identified in writing as confidential or proprietary within thirty (30) days of disclosure, or (c) would be reasonably understood to be the Disclosing Party's Confidential Information given the circumstances at the time of disclosure (collectively "Confidential Information"). For the avoidance of doubt, (i) the Terakeet IP and (ii) the personnel, operations and internal policies of Customer are considered Confidential Information of Terakeet and Customer, respectively. All Confidential Information shall remain the exclusive property of the Disclosing Party and no license or similar rights of any kind shall be or be deemed to have been created or implied on behalf of the Receiving Party by this Agreement. The Receiving Party shall use reasonable measures to protect the secrecy of and avoid unauthorized use or reproduction of the Disclosing Party's Confidential Information. Neither party shall disclose any Confidential Information to any person without the prior written consent of the Disclosing Party. Notwithstanding the foregoing restrictions, either party may disclose Confidential Information (i) to any affiliates, employees, consultants or agents (including subcontractors) of the Receiving Party as may have a need to know such information in the course of their duties; (ii) legal or financial advisors or potential acquirers or financing sources of the Receiving Party on a need to know basis, provided, that, in each case, such recipients are bound by professional ethical duties or confidentiality obligations at least as restrictive as those set forth herein; and (iii) to the extent directed by an order of any court or other governmental authority with competent jurisdiction, but only after the Disclosing Party has been timely notified in writing by the Receiving Party of any request or application seeking disclosure of Confidential Information, and such Disclosing Party has had the timely opportunity, to oppose such request or application and/or to seek and obtain reasonable protection or another appropriate remedy, if available, for such Confidential Information in connection with such disclosure. The Receiving Party shall use reasonable efforts to assist the Disclosing Party in seeking and obtaining such reasonable protection for such Confidential Information. If the Disclosing Party fails to obtain a protective order or other appropriate remedy, the Receiving Party shall use reasonable efforts to disclose only that portion of such Confidential Information that is required to be disclosed. Confidential Information shall include the terms as well as the existence of this Agreement. Confidential Information does not include information which: (1) was known by the Receiving Party by reference to written records in possession of the Receiving Party prior to its being received from the other party; (2) was generally known or available to the public at the time the information was disclosed; (3) becomes available to the public through no fault of the Receiving Party or any of its affiliates, agents, consultants or employees; (4) was received from a third party without breach of any duty of confidentiality by such third party; or (5) was developed independently by Terakeet or Customer without the use of any of the other party's Confidential Information or any information



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derived there from. Each party further agrees that it shall not, nor shall it permit or authorize any third party to, reverse engineer, decompile, deconstruct, duplicate or otherwise seek to use or utilize the other party's Confidential Information, and each party further agrees that it shall only use the other party's Confidential Information solely for the purpose of performing their obligations and exercising their rights under this Agreement. The obligations of the parties with regard to Confidential Information shall survive termination of this Agreement.

## 5. INTELLECTUAL PROPERTY RIGHTS

For purposes of this Agreement:

"Intellectual Property" means any and all intellectual property and tangible embodiments thereof.

"Intellectual Property Rights" means all rights in, to and under (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs and software), works of authorship, and data and databases, (d) trade secrets, know-how, show-how, processes, procedures, policies, formulas, algorithms, methods, methodologies and any confidential or proprietary information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Customer IP" means any and all Intellectual Property owned by Customer and provided or made available to Terakeet by Customer, including the Brand and the Website.

"Terakeet IP" means any and all Intellectual Property that is owned by Terakeet and developed or created by Terakeet prior to or during the Term or independently of the Services, including the Terakeet Platform, provided that such Intellectual Property does not incorporate any Customer IP.

"Deliverable" means any deliverable authored or created by Terakeet and provided to Customer pursuant to a Statement of Work but excluding Customer IP.

"Customer Content" means (i) any content or similar works of authorship which is mutually intended for display on either Customer's website(s) authored or created by Terakeet and provided to Customer pursuant to a Statement of Work and (ii) any other Deliverable authored or created by Terakeet for the exclusive use by Customer (as stated in a Statement of Work or otherwise mutually agreed upon by the parties) in connection with the Services and not intended for reuse by Terakeet, and provided to Customer pursuant to a Statement of Work.

"Terakeet Platform" means Terakeet's proprietary software and associated technology, in object code format only, which is made available by Terakeet to Customer pursuant to a Statement of Work.

Rights in Customer IP. Customer IP and all rights therein, including any Intellectual Property



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Received by NSD/FARA Registration Unit 03/24/2020 9:25:27 PM

Rights therein, shall be owned exclusively by Customer, except for the limited rights to the Customer IP described in this Section 5. Subject to the terms and conditions herein, Customer hereby grants to Terakeet a limited, nonexclusive, non-sublicensable right and license to copy, create derivative works of, modify and otherwise use any Customer IP provided to Terakeet hereunder, solely for the purpose of rendering the Services. All other rights in and to Customer IP are expressly reserved by Customer.

Rights in Deliverables. Except for any Customer IP incorporated into any Deliverables, all rights, including Intellectual Property Rights, in and to any Deliverables shall be owned by Terakeet, except for the license to such rights described in this Section 5. Subject to the terms and conditions herein, Terakeet hereby grants Customer and their affiliates a perpetual, irrevocable, paid-up, royalty-free, nonexclusive, worldwide license, under all of Terakeet's Intellectual Property Rights, to use, copy, transmit, and perform the Deliverables for internal business purposes. Notwithstanding the foregoing, all rights in and to any Customer Content shall be the property of Customer. Terakeet hereby assigns and transfers, and will assign and transfer, to Customer all ownership and interest in and to Customer Content and any and all Intellectual Property Rights in and to any Customer Content or that claim or cover any Customer Content. Terakeet agrees, at the cost and expense of Customer, to cooperate fully with Customer, both during and after the engagement, with respect to the procurement, maintenance and enforcement of any Intellectual Property Rights in or related to Customer Content.

Rights in Terakeet IP. The Terakeet IP and all rights therein, including any Intellectual Property Rights therein, shall be owned by Terakeet, except for the license to the Terakeet IP described in this Section 5. With respect to any Terakeet IP incorporated into or used in any Deliverable, and subject to the terms and conditions herein hereby grants Customer and its affiliates a perpetual, irrevocable, paid-up, royalty-free, nonexclusive, worldwide license, under all of Terakeet's Intellectual Property Rights, to use, copy, distribute, transmit, display, perform, and create derivative works of the Terakeet IP solely as incorporated into any Deliverable. All other rights in and to the Terakeet IP are expressly reserved by Terakeet.

Terakeet Platform. Terakeet will make available to Customer the Terakeet Platform subject to and in accordance with the terms and conditions set forth in any Statement of Work. Subject to the terms and conditions herein, Terakeet hereby grants to Customer, during the Term, a non-exclusive, non-transferable right to access and use the Terakeet Platform solely for internal business purposes and in accordance with this Agreement. Except as expressly permitted hereunder, Customer shall not and shall not permit or authorize any third party to: (a) copy, modify, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any of the Terakeet Platform; (b) translate or create derivative works based on any of the Terakeet Platform; (c) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make the Terakeet Platform available to any third party; (d) remove or alter any copyright notices, trademarks or other proprietary rights notices affixed to or contained within the Terakeet Platform; (e) access or use the Terakeet Platform (or any part thereof) to build a competitive or substantially similar product or service; or (f) use the Terakeet Platform other than for its legitimate business purposes as contemplated by this Agreement.



Received by NSD/FARA Registration Unit 03/24/2020 9:25:27 PM

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## 6. FEEDBACK

Customer may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Terakeet with respect to the Terakeet IP or its services. Terakeet shall have full discretion to determine whether to proceed with the development of the requested enhancements, new features or functionality. Customer hereby grants Terakeet a royalty-free, fully paid up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback and (b) use the Feedback and/or any subject matter thereof, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and/or lease products or services which practice or embody, or are configured for use in practicing, the Feedback and/or any subject matter of the Feedback.

## 7. ACKNOWLEDGEMENT OF RISK

Terakeet makes no representation, warranty or guarantee concerning the effectiveness of its Services or the outcome of its efforts and Customer acknowledges and agrees that in entering into this Agreement and/or any related Statement of Work, it is not relying on any assurances, representations or warranties made by Terakeet as to the efficacy or effect of its Services. Customer acknowledges and agrees that website owners may continually seek to increase the listing priority of their website on popular search engines by using various techniques, and that search engine owners/operators are continually refining and updating their search engines through various means in order to prevent websites from increasing their listing priority by means of certain techniques. These measures may impact the effectiveness of Terakeet's techniques and Services, and Customer agrees that under no circumstances is Terakeet liable for the same.

Customer acknowledges and agrees that search engine owners/operators can penalize and even ban a website from their search engine for any reason or for no reason at all. Search engine owners/operators can penalize and even ban a website if, in their sole and exclusive determination, a particular website has used techniques of which the search engine owner/operator disapproves. Accordingly, Customer acknowledges the risk that Terakeet's Services may result in such penalties or bans and Terakeet shall not be responsible or liable for the same.

Customer acknowledges and agrees that a search engine owner/operator may ban a website for any reason or no reason at all, and that a search engine owner/operator's approved and unapproved techniques are generally not published and may change over time. A technique which is approved or not disapproved at any given point in time may in fact be disapproved by a search engine owner/operator at a later date potentially resulting in a listing priority penalty or even the ban of a website for using certain techniques. Customer agrees that Terakeet shall not be responsible or liable in the event that a technique is disapproved.

Customer understands and agrees that a SERP ranking for a particular website will vary depending on the geographic location from which the search is performed. For example, a



Received by NSD/FARA Registration Unit 03/24/2020 9:25:27 PM

Received by NSD/FARA Registration Unit 03/24/2020 9:25:27 PM

website with a high SERP ranking for a search done from a computer located in the USA with an IP address in the USA can have a different SERP ranking for a search done from a computer located in the UK with an IP address in the UK.

The SERP ranking of a particular website will also vary depending on the keyword(s) used in the search as well as the sequence, grammar, spelling and punctuation used in connection with such keyword(s) (the "Search Term"). For example, a Search Term with the words check, jewelry and program (American usage) can produce a different SERP than a Search Term with the words cheque, jewellery and programme (British usage) would produce.

Terakeet does not guarantee that the Terakeet Platform will be operable, accessible and/or available, at all times or during any down time caused by outages to any public Internet backbones, networks or servers, any failures of equipment, systems or local access services, or for previously scheduled maintenance.

With a full and complete acknowledgment and understanding of the foregoing, Customer wishes to hire Terakeet to provide non-exclusive Services as specified by mutually executed Statements of Work. Customer understands and assumes the foregoing risks and agrees that Terakeet shall not be liable in the event that the Services cause these risks to occur.

## 8. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other party that (a) it has the required operational power, right and authority to enter into this Agreement and perform its obligations hereunder, (b) it shall comply with all applicable laws and regulations with respect to its activities under this Agreement, (c) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (d) this Agreement constitutes a legal, valid and binding obligation when signed by both parties.

Customer further represents and warrants that it shall use reasonable efforts to prevent unauthorized access to, or use of, the Services or the Terakeet Platform and in the event of any such unauthorized access or use, promptly notify Terakeet.

Terakeet further represents and warrants that (a) it shall provide the Services in a professional and workmanlike manner in accordance with applicable industry standards and (b) the Terakeet IP does not and shall not violate or infringe upon the intellectual property rights of any other person.

## 9. RELATIONSHIP OF THE PARTIES

Terakeet and Customer agree that the relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.



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For the avoidance of doubt, nothing in this Agreement shall prevent Terakeet from offering services to any person or entity that is or could be considered competitive to or in competition with Customer; provided, however, that Terakeet shall not offer such services on more favorable terms to such a person or entity than those terms provided hereunder without first offering such terms to Customer.

## 10. NON-SOLICITATION

During the term of this Agreement, and for a period of twelve (12) months thereafter, Customer (a) will not directly or indirectly, do, attempt to do, or assist or facilitate any other person or entity to hire, employ, engage or solicit for hire, employment or engagement any employee, consultant, contractor or agent of Terakeet (or any person who was employed or engaged by Terakeet at any time during the twelve (12) months preceding such solicitation or hiring); (b) or solicit, induce, encourage, persuade or procure any employee, consultant, contractor, vendor, supplier or agent of Terakeet to give up, terminate, limit, postpone, divert, diminish or not to commence or continue his/her or its employment, engagement or other business relationship with Terakeet, or otherwise interfere with such person or entity's contract or business relationship with Terakeet, other than, in either instance of (a) or (b), through general solicitations by newspaper or other similar advertisement or via an executive search firm that was not encouraged or instructed by Client to undertake such solicitation.

## 11. PAYMENT AND REIMBURSEMENTS

Customer shall pay Terakeet the compensation specified in a Statement of Work (the "Fees").

Customer shall reimburse Terakeet for reasonable, documented out-of-pocket incidental expenses solely incurred by Terakeet in connection with providing the Services, such as travel costs including business class airfare, ground transportation, and hotel expenses incurred by Terakeet for meetings with Customer. Terakeet will invoice Customer for such expenses and Customer will pay such invoices within thirty (30) days of receipt.

Invoices shall be paid within sixty (60) days or receipt unless otherwise specified in the Statement of Work. If payment of any Fees or reimbursable expenses is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law, and Customer shall pay, or shall cause to be paid, all reasonable expenses of collection. Further, Terakeet reserves the right to cease providing and/or suspend Customer's access to the Services or the Terakeet Platform with notice; provide, that before said suspension, such non-payment situation may be remedied within five (5) days following notice from Terakeet. For the avoidance of doubt, suspension of Services or access to the Terakeet Platform pursuant to Section 11 or any Statement of Work shall not excuse any payment obligations during such period.

Unless otherwise specified in a Statement of Work, the Fees (or any component thereof) in any Statement of Work may be increased by Terakeet not more than once each twelve-month period during the Term at a rate equal to the increase in the United States Consumer Price Index – All Urban Consumers for the prior calendar year.



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All amounts payable under this Agreement are exclusive of any sales tax, use tax, withholding tax, foreign export duties or other similar taxes, duties or levies, all of which (other than income tax attributable to Terakeet's income) are the responsibility of, and shall be paid separately by or on behalf of, Customer.

**12. INDEMNITY**

Indemnification by Terakeet. Terakeet shall defend Customer and its officers, directors, employees, and agents (each, a "Customer Indemnified Party") against any third party claim, allegation or legal action (a "Claim") arising from an allegation that (a) any Deliverable or the Terakeet Platform infringes any Intellectual Property Right of a third party (the "IP Infringement Obligation") or (b) Terakeet's gross negligence or willful misconduct. Further, Terakeet shall indemnify the Customer Indemnified Party against any damages actually awarded or paid in connection therewith, including the reasonable outside attorneys' fees and expenses. The Customer Indemnified Party shall: (i) promptly notify Terakeet of such Claim; (ii) tender to Terakeet the sole and exclusive authority to defend and/or settle any such Claim; and (iii) reasonably cooperate with Terakeet in connection with such Claim. This Section states Terakeet's entire obligation and Customer's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

IP Infringement Exceptions. Terakeet's IP Infringement Obligation will not apply to Claims to the extent arising from (a) Customer's use of the Deliverables or Terakeet Platform in violation of this Agreement, (b) modification of a Deliverable or the Terakeet Platform by any party other than Terakeet without Terakeet's express consent, or (c) the infringing component of a Deliverable is the Customer IP, or conformed to specifications specifically requested by Customer pursuant to a Statement of Work, (collectively, the events described in (a)-(c), the "Indemnity Exceptions"). If any Deliverable or the Terakeet Platform becomes, or in Terakeet's reasonable opinion is likely to become, the subject of an intellectual property infringement claim, then Terakeet will promptly notify Customer and, at Terakeet's sole option and expense, may either: (i) procure the right to continue providing the Deliverable or Terakeet Platform as contemplated by this Agreement; (ii) modify the Deliverable or Terakeet Platform to render it non infringing; or (iii) replace the Deliverable or Terakeet Platform with non-infringing content. If none of the foregoing options is commercially practicable, then each party will have the right to terminate this Agreement.

Indemnification by Customer. Customer shall defend Terakeet and its officers, directors, employees, and agents (each, a "Terakeet Indemnified Party") against any Claim arising from (a) any of the Indemnity Exceptions, (b) Customer's gross negligence or willful misconduct, or (c) an allegation that Terakeet's authorized use of, or exercise of any rights with respect to, the Customer IP infringes any third party Intellectual Property Rights. Further, Customer shall indemnify the Terakeet Indemnified Party against any damages actually awarded or paid in connection therewith, including the reasonable outside attorneys' fees and expenses. The Terakeet Indemnified Party shall: (ii) promptly notify Customer of such Claim; (ii) tender to Customer the sole and exclusive authority to defend and/or settle any such Claim; and (iii) reasonably cooperate with Customer in connection with such Claim. If any Customer IP



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becomes, or in Customer's reasonable opinion is likely to become, the subject of an intellectual property infringement claim, then Customer will promptly notify Terakeet and, at Customer's sole option and expense, may either: (x) procure the right to continue providing the Customer IP as contemplated by this Agreement; (y) modify the Customer IP to render it non infringing; or (z) replace Customer IP with non infringing content. If none of the foregoing options is commercially practicable, then each party will have the right to terminate this Agreement.

**13. LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING FROM (A) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE, (B) CUSTOMER'S BREACH OF SECTION 5 OR (C) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS PURSUANT TO SECTION 4 ABOVE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, INJURY TO REPUTATION, LOST WEBSITE TRAFFIC, REPLACEMENT GOODS OR SERVICES, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE, WEBSITE OR EQUIPMENT, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

**14. CONSTRUCTION**

In any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. Rather, the language of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the parties.

**15. GOVERNING LAW, JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of laws principles.

**16. DISPUTE RESOLUTION**

The parties agree that any and all disputes, claims, or controversies arising out of or relating to this Agreement, the transactions and relationships contemplated by this Agreement, and/or the negotiation, validity or performance of this Agreement shall be resolved solely and exclusively by binding arbitration to be conducted before JAMS ("JAMS") or its successor. The arbitration shall be held in New York, New York before a single arbitrator and shall be conducted in accordance with the rules and regulations promulgated by JAMS unless specifically modified herein. The arbitrator shall determine the arbitrability of any disputes and the applicability of this Section 16 and shall be empowered to grant interim and injunctive relief.



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The parties covenant and agree that the arbitration hearing shall commence within one hundred twenty (120) days of the date on which a written demand for arbitration is filed by any party hereto and shall proceed and be completed expeditiously thereafter. If the parties do not agree on an arbitrator, the parties will promptly employ the JAMS procedures for selecting an arbitrator on an expedited basis. The arbitrator shall have the power to order the production of relevant documents by each party. No other discovery shall be permitted in the absence of extraordinary circumstances as determined by the arbitrator. The arbitrator's decision and award shall be made and delivered within thirty (30) days of the closing of the arbitration hearing. The arbitrator's decision shall set forth in writing a reasoned basis for any award of damages or finding of liability. It is the intent of the parties that the arbitration proceed in a manner that is efficient, expeditious and cost-effective.

The parties covenant and agree that they will participate in the arbitration in good faith and that they will share equally its costs, except as otherwise provided herein or as ordered by the arbitrator. The arbitrator shall award the prevailing party its costs and expenses of the arbitration, including reasonable outside attorneys' fees. The parties agree that the Federal Arbitration Act ("FAA") will apply to the arbitration, and that the provisions of this Section shall be enforceable under the FAA. Each of the parties hereto irrevocably and unconditionally consents to the exclusive jurisdiction of JAMS to resolve all disputes, claims or controversies arising out of or relating to this Agreement, the transactions and relationships contemplated by this Agreement, and/or the negotiation, validity or performance of this Agreement, and further consents to the exclusive jurisdiction of any state or federal court located in New York City for the purpose of enforcing the arbitration provisions of this Agreement and/or enforcing any arbitrator's award; provided, however, that to the extent necessary to avoid irreparable harm, any party may seek temporary or preliminary injunctive relief in any court of competent jurisdiction.

## 17. ENTIRE AGREEMENT

This Agreement, including any related Statement of Work and the Embassy of the United Arab Emirates Privacy and Security Policy attached hereto as Exhibit B, represents the entire Agreement and understanding between Customer and Terakeet. All prior and contemporaneous conversations, discussions, negotiations, proposed agreements and agreements, covenants, understandings, representations or warranties with respect to the subject matter hereof or of the Actions are merged herein, waived, superseded and replaced in total by this Agreement and each Party disclaims reliance on any such conversations, discussions, negotiations, proposed agreements and agreements, covenants, understandings, representations or warranties. This Agreement cannot be amended or modified except in a formal writing signed by both parties.

No term of any Statement of Work will be deemed to amend the terms of this Agreement unless a Statement of Work references a specific provision in this Agreement. Any Statement of Work amending a term of this Agreement shall amend such term only with respect to the Services performed pursuant to such Statement of Work.

## 18. MISCELLANEOUS



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No waiver of any breach of any term or provisions of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach. Failure to enforce, or delays in enforcing the terms of this Agreement against any breach thereof will not act as a waiver of any such breaches or of any subsequent breaches.

Nothing herein shall give rise or is intended to give rise to any rights to any third parties. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, consistent with the intent of the parties as of the Effective Date.

All notices under or related to this Agreement will be in writing and will reference the Agreement. Notices will be deemed given when: (a) delivered personally; (b) sent and accessed by confirmed email or other electronic means; (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth in the applicable Statement of Work or such other addresses designated by the parties.

Neither party shall export or re-export, directly or indirectly, any Confidential Information or any other technical information disclosed under this Agreement or direct product thereof to any destination prohibited or restricted by the export control regulations of the United States, including the U.S. Export Administration Regulations, without the prior authorization from the appropriate governmental authorities.

The parties hereto shall comply with US laws covering the representation of foreign governments and interests in the United States, including the Foreign Agents Registration Act ("FARA"). Both parties acknowledge that FARA may require public disclosure of certain information related to this Agreement, including but not limited to payments received and services rendered.

Terakeet understands that pursuant to the federal Defend Trade Secrets Act of 2016, Terakeet shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Terakeet further understands that nothing contained in this Agreement limits Terakeet's ability to (x) communicate with any federal, state or local governmental agency or commission, including to provide documents or other information, without notice to the Customer, or (y) share compensation information concerning Terakeet or others, except that this does not permit



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Terakeet to disclose compensation information concerning others that Terakeet obtains because Terakeet's job responsibilities require or allow access to such information.

Neither party may assign this Agreement or any Statement of Work, or sublicense any of the rights granted therein, in whole or in part, without the prior written consent of the non-assigning party, which consent will not be unreasonably withheld by the non-assigning party. Notwithstanding the foregoing, either party may assign this Agreement without such consent to any person or entity controlling, controlled by, or controlled in conjunction with such party or that acquires all or substantially all of the assets and business to which this Agreement relates of the assigning party by merger or purchase, and shall provide the non-assigning party prior written notice of such assignment. Any attempt by either party to assign or transfer any of the rights, duties or obligations of the Agreement in violation of the foregoing shall be void.

This Agreement may be executed in several counterparts, including via facsimile and/or PDF format, all of which taken together shall constitute one single agreement between the parties.

*[Remainder of page institutionally left blank]*



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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized officers as of the Effective Date.

**UAE EMBASSY**

By: _____

Name: SHAIMA GARGASH

Title: DCM

Dated: MAR. 11. 2020

**TERAKEET LLC**

By: Ralph Torrillo

Name: Ralph Torrillo

Title: COO

Dated: March 12, 2020



Received by NSD/FARA Registration Unit 03/24/2020 9:25:27 PM

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## EXHIBIT A

## STATEMENT OF WORK

This Statement of Work (this "SOW") is issued under and subject to all of the terms and conditions of the Managed Services Agreement (the "Agreement") dated March 15, 2020 by and between Terakeet LLC ("Terakeet") and UAE Embassy ("Customer"). The terms of the Agreement are incorporated herein, and in the event of any inconsistency between the terms of this SOW and the Agreement, the Agreement shall control.

### 1. TERM

The term of this SOW shall commence on March 15, 2020 (the "Start Date") and continue until March 14, 2021 (the "SOW Term").

This SOW shall automatically renew for a period of one (1) full year from the End Date (the "Renewal Period"), during which period all terms and conditions of the SOW, including fees as defined below will continue to apply. Unless this SOW is terminated per its terms during the initial or any succeeding Renewal Period, this SOW shall automatically renew at the end of each Renewal Period for an additional and successive one (1) year Renewal Period. All terms and conditions of this SOW, including fees, shall apply to each succeeding Renewal Period.

### 2. DESIRED OUTCOMES / DELIVERABLES

To assist Customer in achieving the objectives of this SOW and in support of its overall web strategy, Terakeet will:

- Develop a comprehensive SEO plan including:
    - On-page SEO recommendations to improve keyword relevance.
    - Off-page SEO recommendations to improve citation flow and website authority.
    - Design two (2) custom websites.

### 3. ADDITIONAL SPECIFICATIONS AND/OR ACCEPTANCE CRITERIA

Terakeet will provide a dedicated resource to be positioned in the physical location of Customer's office beginning on or around March 15, 2020 and for a period of six (6) months thereafter during generally accepted business hours to assist with ongoing strategy development. Maintaining the presence of a dedicated on-site resource beyond the initial 6-month period requires agreement to do so recognized in writing by both Terakeet and Customer at least 30 days prior to the end of the initial 6-month period.

Customer will provide Terakeet with all authorization and information necessary for Terakeet to perform in accordance with this SOW.

Customer acknowledges and understands that a website contains key factors that are among the many signals search engine owners/operators use to determine organic search rankings and Customer will make improvements to any website over which it has the control to do so in as timely a manner as if improved organic search ranking is desirable.

Customer acknowledges and understands that Terakeet cannot and does not guaranty achievement of a specific ranking for any website on any search engine or that any search won't penalize or even ban a website at any time and for any reason. Customer agrees that it shall not assert any claim against Terakeet in the event a specific ranking is not achieved, maintained, or restored or even in the event that a website is penalized or banned from any search engine for any reason and Terakeet disclaims any and all warranty's in this regard whether express or implied. In addition, Customer hereby specifically releases Terakeet from any and all claims with regard to Terakeet's rendering of Services under this SOW and Customer acknowledges that its sole and exclusive remedy is termination of this SOW as provided above.

Customer agrees that it is widely acknowledged that the reliability and accuracy of information found on the Web can vary dramatically and that certain Web resources are more highly regarded for accurate and reliable information than others.

In addition, Terakeet has no control over the content of a particular website which it does not control. A website which has positive information as of a given date can change thereafter to include negative information.



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Customer acknowledges and understands that Terakeet cannot and does not guarantee specific search engine ranking results, only that it will use its best efforts to achieve any objectives of this SOW during the term of this SOW. Furthermore, Customer acknowledges the inherent uncertainty of search engine rankings and agrees that it shall not assert any claim against Terakeet even in the event desired SERP ranking results are among the objectives of this SOW but not achieved and hereby releases Terakeet from any and all claims of any kind or nature with regard to Terakeet's providing of services under this SOW.

This SOW can only be expanded, modified, or otherwise amended by formal writing signed by both parties.

**4. FEES**

Customer shall pay Terakeet the sum of USD $168,000 net of any transaction fees incurred by the party making such payment, on a monthly basis from March 15, 2020 through March 14, 2021 and any succeeding Renewal Period (the "Installment Fee").

Customer shall pay Terakeet two separate one-time fees of USD $102,500 net of any transaction fees incurred by the party making such payment for the initial 12-month period of website design and development, each due upon signature of this SOW.

Customer shall pay Terakeet a fee of USD $100,000 net of any transaction fees for each 6-month period of a dedicated on-site Terakeet resource, and such payment for the initial 6-month period is due upon signature of this SOW.

The initial Installment Fee is due upon signature of this SOW and will be applied to the Installment Fee due on the first day of the month commencing on the Start Date. In the event the Start Date is the 15th day of the month, one half the Installment Fee is due upon execution of this SOW and will be applied to the Installment Fee due for the one-half month period commencing on the Start Date. All subsequent monthly Installment Fees are due and payable in full and in advance on the first day of each month during the Term of this SOW.

Terakeet will invoice Customer in advance at least ten (10) days prior to the due date of each monthly Installment Fee. Any invoice with a past due balance greater than sixty (60) days may result in the cessation of services by Terakeet (at Terakeet's sole and absolute discretion) until such past due balance has been paid in full. Cessation of services by Terakeet as a result of any past due balance shall not relieve Customer of its payment or other obligations under the terms of this SOW, including any then existing as well as all future payment and other obligations under this SOW.

**5. SIGNATURE**

**UAE EMBASSY**

By: _____

Name: SHAIMA GARGASH

Title: DCM

Dated: MAR. 11. 2020

**TERAKEET LLC**

By: Ralph Torrillo

Name: Ralph Torrillo

Title: COO

Dated: March 12, 2020



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**EXHIBIT B**

**EMBASSY OF THE UNITED ARAB EMIRATES PRIVACY AND SECURITY POLICY**

The vendor, agency, or service provider agreeing to these terms ("Vendor"), and The Embassy of the United Arab Emirates (Embassy), have entered into an agreement under which Vendor has agreed to provide services to The Embassy (as amended from time to time, the "Agreement").

This Privacy and Security Addendum (the "Addendum") will be effective and supplement any previously applicable data processing and security terms as from the Effective Date (as defined below).

This Addendum supplements the Agreement. In the event of a conflict between any provision of the Agreement and this Addendum with respect to the processing of The Embassy Confidential Information, the provisions of this Addendum shall control.

**WHEREAS**, Vendor is a service provider and is or shall be performing certain services for the Embassy (the "**Services**", as defined in the Agreement), and will have access to the Embassy' Confidential Information and Information Systems and,

**NOW, THEREFORE**, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**Limitations on Processing.**
Vendor shall treat the Embassy Confidential Information, including Personal Information, confidentially and Process such information solely for purposes of performing the Services, and/or deletion of such Confidential Information, as may be expressly set forth in the Service Agreement, as may be required to address any technical or services problems, or as otherwise directed in writing by the Embassy. Vendor shall not disclose, sell, or make available any Embassy Confidential Information to any affiliate, subcontractor, or other third party without consent of the Embassy and subject to a requirement that affiliate, subcontractor, or third party comply with all of the provisions of this Addendum and only use the Embassy Confidential Information in the provision of the Services.

**Reasonable Security.**
Vendor further agrees and represents that for as long as it collects, controls, possesses, stores, or transfers data on the Embassy's behalf, it will implement and maintain reasonable security procedures and practices that comply with industry standard security practices and applicable Data Protection Laws, including, but not limited to, the CCPA. The purpose of Vendor's security program shall be to ensure the preservation of the confidentiality, integrity, availability (including restoration and resilience) and overall security of (i) Embassy Confidential Information in the Vendor's possession or control or which it has the ability to access or impact; and (ii) Embassy systems which Vendor may have access to. Vendor's security program shall provide the same or better data security protections it applies to its own confidential information, but in no event may those protections be anything less than that required to comply with applicable Data Protection Laws and this Addendum. Vendor's security program shall be designed to ensure the protection of Embassy's Confidential Information, Vendor's systems and Embassy's systems from unauthorized use, alteration, access or disclosure, including through the appropriate use of pseudonymization and encryption, and will ensure overall confidentiality, integrity and availability of Embassy Confidential Information.

**Pre-Engagement Screening**

Vendor shall screen perform pre-engagement screening on all personnel prior to the engagement that will have:

- Physical access to the Embassy or its Representative's facilities;
- Access to Confidential Information; or
- Access to Embassy Information Systems (as defined herein).

All screening must include:

- An identity check



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- A criminal record check
- Verification of education qualifications or other skills claimed
- Verification of entitlement to employment through the use of work permits or similar documents
- Verification of pertinent licenses including, certifications, and operating documents that are required by law or required due to the nature of the position/job description and/or responsibilities.
- Previous employment reference check for last 5 years

Vendor shall not permit any person to perform the Services who has been identified as having:

- Had previous employment that was terminated with cause
- Made false statements or claims on cv/resume/application forms
- False or exaggerated educational or professional qualifications
- A lack of financial probity where the position applied for requires a high level of integrity
- Received inappropriate references from references or previous employers
- Relevant and/or undisclosed criminal convictions (where are allowed by law)
- Unexplained gaps in employment history
- A lack of co-operation by the applicant
- An exclusion by federal government.

In addition, Vendor shall use reasonable judgment, on a case-by-case basis, based on the results of such screening, when evaluating whether any Vendor employees, contractors or Vendor Subcontractor employees or contractors should be assigned as Vendor Personnel given the nature of the Services to be performed by such Vendor Personnel.

**Destruction of Records.**
Upon request by the Embassy or in within 180 days of the expiration or termination of the Agreement, Vendor shall destroy or deliver to the Embassy (and shall cause its agents and subcontractors to destroy or deliver) all materials containing Embassy Confidential Information, together with any and all copies thereof (excluding archived or other copies that are not readily retrievable and are scheduled for deletion pursuant to an established Vendor retention schedule, which schedule shall be provided to the Embassy and provided that such scheduled deletion subsequently takes place). Notwithstanding the foregoing, Vendor may retain one archived copy of any information that it is required by law to retain, but only for the period necessary to comply with such requirement.

**Data Security Breach**
In the event of a Data Security Breach, Vendor will promptly investigate the nature and extent of the Data Security Breach (including the scope of the Embassy Confidential Information affected, such as the categories and approximate number of data subjects and personal records concerned, and the likely consequences for the Embassy and other parties), report to the Embassy the results of any such investigation, and reasonably cooperate with any investigation the Embassy may decide to undertake.
The Vendor will provide notice to the Embassy of all appropriate corrective action including, at the request of the Embassy (and at the expense of Vendor), support the Embassy in providing notice to all persons whose Personal Information may have been affected by such Data Security Breach, whether or not such notice is required by Applicable Law.
Vendor will reimburse the Embassy for all reasonable costs that the Embassy may incur in connection with remediation efforts due to a Data Security Breach or other incident involving the Vendor or resulting from the acts or omissions of the Vendor or Vendor's Subcontractor, including costs incurred in connection with:

- Development and delivery of legal notices as required by Applicable Law or as reasonably directed by the Embassy of the United Arab Emirates or Client following negotiation and mutual agreement directly between Supplier and Client, in the latter case where not required by Applicable Law;
- Establishment of one or more toll-free telephone numbers and call center agents as required by Applicable Law or as reasonably directed by the Embassy following negotiation and mutual agreement directly between Supplier and Client, in the latter case where affected persons may receive information relating to the Data Security Breach;
- Provision of credit monitoring/repair and identity restoration and insurance services for affected persons for up to two (2) years or for such longer period as may be required by Applicable Law, following the announcement or disclosure of the Data Security Breach or following notice to the affected persons, whichever is later; and



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- Any other remedial measure required by Applicable Law.

**Term.**
This Addendum shall continue for so long as the Agreement continues, unless otherwise agreed by the parties.

**Certification.** Vendor certifies that it understands all of its obligations under this Agreement and will comply with them.



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