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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
RF Binder Partners Inc.

2. Registration Number
6814

3. Primary Address of Registrant
950 Third Avenue, 7th Floor, New York, NY 10022

4. Name of Foreign Principal
Qatar Foundation

5. Address of Foreign Principal
P.O. Box 5825
Doha, Qatar
QATAR

6. Country/Region Represented
QATAR

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)* Non-profit Organization
- ☐ Individual-State nationality N/A

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

a) Branch or agency represented by the registrant
N/A

b) Name and title of official with whom registrant engages
N/A

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.

Qatar Foundation is a private, non-profit organization whose mission is to serve the people of Qatar by supporting and operating programs in three core mission areas: education, research, and community development.

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).

Item 10(b)(5): It is our understanding that the State of Qatar finances and subsidizes the activities of the Qatar Foundation.
Item 10(b)(6): It is our understanding that the State of Qatar finances and subsidizes the activities of the Qatar Foundation.

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.

It is our understanding that the Qatar Foundation is organized under Qatari law as a Private Institution of Public Benefit, and its affairs and activities are managed by its Board of Directors as provided for in its articles of association.

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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
04/08/2020	Jason Buerkle	/s/Jason Buerkle

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

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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
4/8/2020	Jason C. Buerkle	

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

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the 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
RF Binder Partners Inc.	6814

3. Name of Foreign Principal
Qatar Foundation

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? 04/01/2020

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

Registrant has no contract or other agreement with the Qatar Foundation. Registrant has been advised by Memac Ogilvy & Mather LLC (Memac Ogilvy), located at Al Reem Tower, 11th Floor, West Bay, P.O. Box 24329, Qatar, that it has entered into a contract with the Qatar Foundation, located in Qatar, P.O. Box 5825, Doha, Qatar, to manage its public relations program. Memac Ogilvy in turn has entered into a Public Relations Agreement with RF Binder Partners Inc. for the purpose of sub-contracting to RF Binder Partners Inc. public relations media-based services in the United States for Memac Ogilvy's client, the Qatar Foundation. Under our Agreement with Memac Ogilvy, Registrant has the right to deal, report and liaise with the Qatar Foundation directly in coordination/liaison with Memac Ogilvy. No fees or expenses will be paid to RF Binder Partners Inc. by the Qatar Foundation. All payments are to be made to Registrant by Memac Ogilvy. This contract between Registrant and Memac Ogilvy is 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.

RF Binder Partners Inc. will engage U.S. media promoting Qatar Foundation's mission and leadership; facilitate interviews for Qatar Foundation executives; provide internal preparation support; provide media with supporting background materials.

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.

Media Outreach and engagement to elevate and promote the public profile of Qatar Foundation within U.S. media around its three core mission areas; education, research, and community development.

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.

N/A

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

Date	Contact	Method	Purpose
N/A	N/A	N/A	N/A

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
N/A	N/A	N/A	N/A

Total: N/A

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
04/08/2020	Jason Buerkle	/s/Jason Buerkle

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Washington, DC 20530

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
4/8/2020	Jason C. Buerkle	

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Public Relations Agreement

Between

MEMAC OGILVY & MATHER LLC

AND

RF|BINDER PARTNERS INC.

ميماك اوجلفي اند ماثر
Memac Ogilvy & Mather L.L.C.
قطر
Qatar

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THIS AGREEMENT IS MADE BETWEEN

MEMAC OGILVY & MATHER LLC, a company incorporated in Doha, with its commercial registration No. 55352, whose registered office is located at the 11th floor, Al Reem Tower, West Bay, P.O. Box 24329 Doha, Qatar, herein after called **"Company"** as the First Party.

AND

RF Binder Partners Inc., a company incorporated under the laws of the State of New York, whose principal office is located at 950 Third Avenue, New York, New York 10022, hereinafter called **"RF|Binder"** as the Second Party.

Each referred to individually as 'Party' and collectively as 'Parties'.

a. **Whereas** Qatar Foundation (**"Client"**) required public relations support in the United States of America throughout 2020 – 2021.

b. **And Whereas** the Client has contracted Company to manage its Public relations program,

c. **And Whereas** RF|Binder is an established and known provider of Public Relations services and has assured Company that it has the required skills, resources to provide the services in the Territory,

d. **And Whereas** based on assurance and representations made by RF|Binder, the Company wishes to sub-contract RF|Binder in order to execute the PR related services for its Client in the US market (**"Territory"**),

e. **And Whereas** Company and RF|Binder have agreed to collaborate in the frame of this Public relations Agreement (herein after called **"The Agreement"**) based on certain conditions.

Now therefore, the Parties agree on and guarantee the following:

1. **Appointment**

Company has offered RF|Binder and RF|Binder has accepted the offer to provide Public Relations services to the Client in the Territory, to take charge of the services specified in Article 2 below and in Appendix 1 herein attached.

2. **Services**

2.1 RF|Binder shall provide the services (the "Services") specified in Appendix I.

2.2 RF|Binder retains the right to deal, report, and liaise with Qatar Foundation directly and in coordination/liaison with Company.

3. **Duration**

3.1 This Agreement shall be valid starting the 1st of April 2020 (herein after called "The Effective Date") and until the 1st of April, 2021. This Agreement shall not be renewed, unless both parties agree in writing of their intention to renew or any extension therefore one month prior to expiry date of this Agreement.

3.2 If the relevant Milestones are not met by the end of the period of 10 Business Days after written notice to RF|Binder, as a result of the default of RF|Binder, and provided such delay is not caused due to the delay caused by the Company or the Client or due to Force Majeure as specified in Section 15 below, then RF|Binder will be deemed to be in material breach of this

Memac Ogilvy & Mather L.L.C. Qatar

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Agreement and Company may, without prejudice to Company's other rights and remedies, terminate this Agreement upon written notice and without liability to the RF|Binder.

4. Remuneration

In consideration of its efforts for the Services and material provided as per clause 2 under this Agreement, RF|Binder will be entitled to collect as compensation of US Dollars 30,000 (US Dollars Thirty Thousand only) per month herein.

5. Invoicing / Terms of Payment

5.1 RF|Binder will render to Company invoices on a monthly basis throughout the period of this Agreement.

5.2 All invoices will be settled within a period of 45 days to no more than 60 days from date of receipt.

5.3 All invoices are to be supported by reports (the "Reports") indicating time spent by each of RF|Binder's team members on the Client as well as the work and scope delivered and expenses incurred, provided that all such reimbursable expenses shall be made or incurred only after obtaining the Company's prior written approval. It is agreed that the remuneration for the Services includes RF|Binder's use, to the extent appropriate for the delivery of the Services, its media, trade, and database systems used by RF|Binder for ongoing media monitoring, social media listening and ability to tailor content, measure engagement and reach of content, plus access to its subscriptions and proprietary market publications relevant to the provision of the Services, as well as telephone, postage, faxing and photocopying. With regard to the monthly Reports, if during any three month period the amount of monthly hourly fees are substantially in excess of the monthly fee, then the parties will meet to discuss the measures to be taken, including a possible revision upward of the monthly fee or reduction in the level of work done by RF|Binder with respect to the Services. If the parties cannot agree on a resolution, then RF|Binder may terminate this Agreement.

5.4 It is understood that from time to time, Company may request RF|Binder to conduct out of scope work. For each out of scope project undertaken, an estimate will be submitted by RF|Binder to Company. RF|Binder's estimate will be based on the agreed rate card as set in Appendix III. Company will approve the estimate in writing in the form of an LPO (Local Purchase Order) upon securing Client's approval on the same, after which RF|Binder will proceed with the out of scope works.

5.5 In the event of any amendments to the instructions once an out of scope project has commenced, Company will continue to be responsible for payments to be made to any third party where arrangements are made by RF|Binder on behalf of Company.

5.6 RF|Binder shall invoice independently to Company on any pre-approved travel or accommodation costs involving media journalists or other personnel incurred by RF|Binder for the completion of this agreement after obtaining Company's prior written approval and on actuals.

5.7 Charges for Third Party services directly related to work performed under this Agreement will be reimbursed by Company to RF|Binder at one hundred percent (100%) and with no surcharge, after obtaining Company's prior written approval.

5.8 RF|Binder will strictly comply with the best business practice and principles and within the timelines specified by Company.

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Qatar

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6. **Representation and Warranties:**
RF|Binder represents and warrants that:

6.1 All Products or Services shall meet applicable industry quality and performance standards, comply with all applicable U.S. legal and regulatory requirements, and all the Products/services provided under this Agreement free of any defect.

6.2 Services and each part thereof shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures and practices and in conformance with generally accepted professional standards for the completion of such Service prevailing at the time.

6.3 Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated by this Agreement.

6.4 Any defective, inadequate or negligently performed Services shall be re-performed by RF|Binder at its own cost.

6.5 RF|Binder shall ensure that the Services are in conformity with all applicable U.S. laws, ordinances, rules, regulations, orders, licenses permits and other requirements, now or hereafter in affect.

6.6 RF|Binder shall comply with all applicable laws regarding business permits, work visas, certificates and licenses that may be required to carry out the Services to be performed under this Agreement. RF|Binder plans to make appropriate filings under the U.S. Foreign Agents Registration Act.

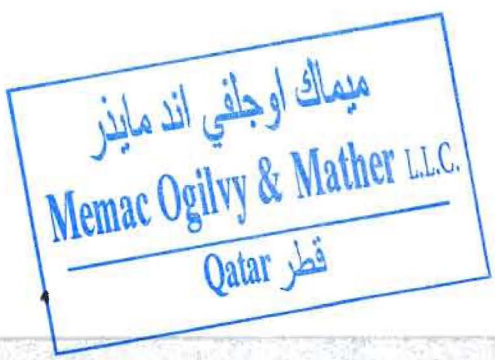
6.7 Neither RF|Binder nor any of RF|Binder's partners, employees or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement.

6.8 RF|Binder's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by RF|Binder in confidence or in trust prior to commencement of this Agreement.

6.9 RF|Binder represents and warrants that RF|Binder has not granted and will not grant any rights or licenses to any intellectual property or technology that would conflict with RF|Binder's obligations under this Agreement. RF|Binder will not knowingly infringe upon any copyright, patent, trade secret or other property right of any former the Client, employer or third party in the performance of the Services required by this Agreement.

6.10 RF|Binder and the Personnel have the necessary skill and expertise exercising reasonable skill and carefully and faithfully in the best interests of Company and its Client which would reasonably be expected to be observed by a skilled and experienced person engaged in carrying out activities the same as, or similar to, the Services.

6.11 RF|Binder's shall:



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a. comply with all reasonable instructions and directions given to them by Company and the Client on any matter connected with the Services;
b. keep Company and Client fully informed of the progress of the Services;
c. use all reasonable endeavours to cause the Services to be completed within the agreed time; and
d. Advise Company and Client as soon as it is reasonably practicable of any matters that will or are reasonably likely to delay the completion of the Services or increase the Contract Price, the reasons therefore and advise on measures to reduce or avoid such delays or costs increases

6.12 All design calculations, drawings, purchase orders, bid evaluation, specifications, reports and other documents relating to the Services by the Company for the purpose of this Agreement shall be fit for their intended purpose, except as specifically stated to the contrary in the Agreement. RF|Binder's shall be responsible for checking all documents and information supplied by Company/Client (including technical information) and for preparing and proposing for Company and Client's Approval such modifications to the same as the Company may consider necessary and/or desirable. Thereafter such documents and information shall be deemed to have been supplied by the RF|Binder's for the purpose of the Agreement.

6.13 RF|Binder's shall be responsible at all times for scheduling, progress monitoring, reporting and forecasting of the progress of the Services so as to achieve completion of the Services by the scheduled completion date or any authorised extensions thereof and in accordance with the execution program.

6.14 RF|Binder's shall promptly at its own cost provide all personnel, materials, equipment and all other things required for the Service unless it is expressly provided that certain items shall be provided by Company and Client. RF|Binder's warrants that all of its equipment and materials shall be in good condition and suitable for their intended uses.

6.15 RF|Binder's shall have such access to the Site where the Services are to be performed as it reasonably requires, during normal business hours and to the extent necessary to perform the Services.

6.16 RF|Binder's shall pay to Company liquidated damages, at the rate set out in the Agreement for delays in achieving the completion of the Services by the scheduled completion date and the RF|Binder's maximum liability for liquidated damages under this clause 6.16 shall not exceed 10% of the Agreement Price.

7. Inspection and Completion

7.1 RF|Binder shall make available for the inspection of Company and Client at all reasonable times the relevant documents including schedules, designs, calculations, specifications, drawings, reports, purchase orders, quotations and quotations received from bid evaluations and recommendations.

7.2 All such documents shall be made available to Company and Client at any reasonable location specified by Company and the RF|Binder shall provide a copy for Company and Client retention of any and all such documents specified by Company and Client at no cost to Company or Client.

7.3 Company and Client shall have the right to reject any part of the Services which does not comply with the requirements of the Agreement. Upon receiving notice of rejection from Company, RF|Binder shall immediately commence to re-perform, repair and or replace the defective part of the Services.

ميماك اوجلفي اند ماينر
Memac Ogilvy & Mather L.L.C.
Qatar قطر

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8. Termination and Suspension

Suspension

8.1 Company may at any time suspend performance of all or any part of the Services by giving notice of suspension to the RFIBinder. Upon receiving any such notice of suspension, RFIBinder shall promptly suspend further performance of the Services to the extent specified. Each individual suspension may continue for a period of ninety (90) days after the effective date of suspension. During such period, Company may, request the RF|Binder to resume performance of the Services and the RF|Binder shall thereupon diligently comply.

8.2 If at the end of the ninety (90) day suspension period in accordance with Article 8.1 Company has not required a resumption of the Services, that portion of the Services which has been suspended shall be deemed terminated as of the effective date of suspension unless Company and RFIBinder have agreed in writing to a further extension of the suspension period.

8.3 Company shall compensate the RF|Binder for those costs incurred during the suspension period which are attributable solely to the suspension and:

a. are for personnel which, with Company's prior written concurrence, are maintained for the Services;

b. are reasonable and unavoidable costs of RFIBinder confirmed by Company in writing.

8.4 During the suspension period, RF|Binder shall be responsible for safeguarding and protecting the Services.

Termination

8.5 Company shall have the right, by giving notice to the RF|Binder (such notice to be at least 30 days in advance in the case of clause "a." below), to terminate all or any part of the Agreement or all or any part of the scope of services in Annexure I at such time or times as Company may consider necessary for any or all of the following reasons:

a. To suit the convenience of the Client (in the event Client terminates all or any part of the scope of services in Annexure I),

b. in the event of any material default on the part of the RF|Binder, or

c. if the RF|Binder becomes bankrupt or makes a composition or arrangement with its creditors or if a winding-up order of the RF|Binder is made or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up passed or a provisional liquidator, receiver administrator or manager of its business or undertaking is appointed.

8.6 In the event of Company is giving RF|Binder notice of termination of all or any part of the Services such notice shall become effective on the date specified therein in accordance with Section 8.5 (or subject to the foregoing, in the absence of any specified date at the date of receipt of the notice) whereupon the RF|Binder shall immediately and in an orderly manner with respect to the Service being performed and cease performance of the Services

8.7 Within seven (7) days of the effective date of termination, the RF|Binder shall deliver to Company all the Technical Information, and originals, copies and reproductions of all

Memac Ogilvy & Mather L.L.C.
Qatar قطر

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specifications, requisition calculations, programme listings, schedules and all the other data or documents prepared by the RF|Binder.

8.8 In the event of termination under Article 8.5(A), the RF|Binder's entitlement to payment shall be limited only to the portion of the Services satisfactorily completed and delivered in accordance with the Agreement. For avoidance of doubt the RF|Binder acknowledges and agrees that it shall not be entitled to claim any indirect or consequential loss in connection with such termination and shall not be entitled to claim in respect of any loss of profit, loss of business, loss of revenue and any other economic loss arising out of or in connection with such termination.

8.9 In the event of termination in accordance with Article 8.5(B) or 8.5(C) the RF|Binder shall not be entitled to receive any further payment until the Services are completed by the Company. If the sum of the total cost of Company and the Client of completing the Services plus amounts previously paid to the RF|Binder for the Services exceeds the RF|Binder Price for the completed Services, the RF|Binder shall promptly pay the difference to Company, provided that Company shall have the right and is authorized to set-off against and deduct from said excess, if any, payable to the RF|Binder and other damages, suffered by Company due to the RF|Binder's default.

8.10 The foregoing provisions of this Article are without prejudice to any other rights and remedies of Company under the Agreement or at law,

9. Copyright & Others

9.1 The copyright and other similar intellectual property rights existing in Qatar in relation to anything whatsoever produced for Company by RF|Binder shall vest fully in Company upon full payment of all outstanding amounts referred to in clause 4 herein.

9.2 RF|Binder shall at Company's request promptly deliver up any original drawings or similar works created for Company, in which copyright or similar rights subsist.

9.3 RF|Binder warrants that any artwork or text or other services provided by RF|Binder to Company will be original to RF|Binder and that it shall not develop, create or use any material, which infringes or is likely to infringe the copyright or industrial or intellectual property rights or moral rights of any other person or entity nor will any material be defamatory or contain any other actionable material.

9.4 Company or any party authorized by Company shall be entitled to use any copyright, performing right, broadcasting right and any materials prepared by RF|Binder or on its behalf for Company.

9.5 RF|Binder will take all such steps and execute all such assignments and other documents as Company may require to ensure that all Intellectual Property Rights in respect of the material prepared by RF|Binder in accordance with the SOW vest in and belong solely to Company or its Client and for the registration or protection thereof;

9.6 Company shall have the absolute right to assign/ sub-let/ license these rights to Client without any extra cost and RF|Binder shall sign any additional document (if required) to effect such transfer.

9.7 RF|Binder hereby indemnifies and holds harmless Company and its Client and its Affiliates, and the officers, directors, employees and representatives, agents of any of them (the Indemnified Persons) against, and must pay on demand an amount equal to, all liabilities,

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costs, claims, expenses (including legal expenses), damages and losses (including all interest, penalties suffered or incurred by the Indemnified Persons arising out of or in connection with any action brought against an Indemnified Person based on any claim that the Services or the deliverables specifically provided by RF|Binder under Annexure I infringes the Intellectual Property Rights of a third party.

10. Liabilities and Indemnities

10.1 RF|Binder shall release, protect, indemnify, defend and hold harmless Company, Client and their respective Affiliates,co-ventures, and its and their respective officers, employees and agents from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature resulting from:

(A) personal injury, including fatal injury and disease, to any person employed by the RF|Binder arising directly or indirectly out of or in connection with the performance of the RF|Binder and/or

(B) loss of or damage to property, facilities, material, equipment, tools, owned or rented, which are provided by RF|Binder or its officers, employees or agents for use or intended for use in the performance of the Services without regard to the cause or causes thereof, including, without limitation, the fault or negligence (whether sole, concurrent, active, passive or otherwise) or breach of duty (statutory, contractual or otherwise) of either Party or any other person or entity.

10.2 RF|Binder shall indemnify Company and the Client in respect of loss of or damage to the property of the Company or the Client arising directly or indirectly out of or in connection with the performance of this Agreement to the extent that such loss or damage is caused by any act or omission, including negligence, breach of duty, or willful misconduct, of RF|Binder or its or their respective officers, employees or agents.

10.3 The RF|Binder shall release, protect, indemnify, defend and hold harmless Company and the Client its Affiliates, its co-ventures, and their respective officers, employees and agents in respect of all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature resulting from (i) personal injury, including fatal injury and disease, to and/or of any third party and/or (ii) any loss of or damage to the property of any third party, arising directly or indirectly out of or in connection with the performance of the Contract, including, without limitation, the fault or negligence (whether sole, concurrent, active, passive or otherwise) or breach of duty (statutory, contractual or otherwise) of any other person or entity.

10.4 Company and the Client shall in no event be liable one to the other for indirect losses and loss of revenue, profit or anticipated profit whether or not due in whole or in part to the negligence of either Party.

11. Alterations, Additions and Omissions

11.1 Company shall with a prior notice of 15 days and only if requested by the Client may make any variation to the form, quality or quantity of the Service or any part thereof and RF|Binder use its best endeavor to do any of the following:

(A) increase or decrease the quantity of any Services included in the Agreement
(B) omit any such Services
(C) change the character or quality or kind of any such Services;
(D) change the levels lines position and dimensions of any part of the Services; and
(E) execute additional services of any kind necessary for the completion of the Services and no such variation shall in any way vitiate or invalidate the Agreement but the value

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(if any) of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

11.2 No such variation shall be made by RF|Binder without an order in writing of the Company (along with the Client request which is specifically related to the services in the Annexure I). Provided also that if for any reason Company or Client shall consider it desirable to give any such order verbally, RF|Binder shall comply with such order and any confirmation in writing of such verbal order given by Company or Client whether before or after the carrying out of the order shall be deemed to be an order in writing within the meaning of this Clause. Provided further that if RF|Binder shall confirm in writing to Company any verbal order of Company and such confirmation shall not be contradicted in writing by Company it shall be deemed to be an order in writing by Company.

11.3 Company shall determine the amount (if any) as per the request of the Client that may be added to or deducted from the sum named in the Agreement in respect of any extra additional services done or Services omitted by its order. All such work shall be valued at the rates set out in the Agreement. If the Agreement shall not contain any rates applicable to the extra or additional services then suitable prices shall be agreed upon between Company RF|Binder.

11.4 Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the Services or to any part thereof shall be such that in the opinion of Company the rate of price contained in Agreement for any item of the Services is by reason of such omission or addition rendered unreasonable or inapplicable then a suitable rate of price shall be agreed upon between Company and RF|Binder.In the event of disagreement, Company shall fix such other rate or prices as shall in its opinion be reasonable and proper having regard to the circumstance.

11.5 Provided also that no increase of the Contract Price under Clause 4 or variation of rate or price under Article 11.4 shall be made unless, as soon after the date of the order is practicable and in the case of extra or additional work before the commencement of the Services as soon thereafter as is practical, notice shall have been given in writing:

(A) by RF|Binder to Company of its intention to claim extra payment or a varied rate; or

(B) by Company to RF|Binder of its intention to vary a rate or price as the case may be.

11.6 A variation order may provide that the Services done pursuant thereto shall be executed as day work. RF|Binder shall then be paid for such Services under the conditions set out in the day work schedule and at the rates and prices affixed thereto in the tender.

12. Documents

12.1 RF|Binder shall not at any time destroy any documents or materials held for Company without the prior written consent of Company. All documents and other matters relating to the services held by RF|Binder shall be returned to and become the immediate property of Company on the termination of this Agreement, provided all outstanding amounts to RF|Binder are settled by Company.

12.2 The RF|Binder shall maintain and keep the records of all relevant documents, reports, Third party invoices etc with respect to this Agreement during the term of this Agreement and for a term of two years thereafter the expiry or termination (whichever is later) and permit Company or the Client to audit these records on request. Parties agree that RF|Binder shall indemnify the Company for all/any deficiencies found during such audit process.

13. Confidentiality

13.1 Both parties shall take all reasonable steps to ensure that none of their employees or agents or any other person engaged to do any work hereunder shall at any time without the

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other party's prior consent in writing, use other than in accordance with this Agreement, or divulge any information of a secret or confidential nature acquired while this Agreement is in force relating in any way whatsoever directly or indirectly to the other party's trade or business. All information about the other party's business including strategy or communication will be regarded as confidential. Any breach of this clause will be regarded as a breach of contract.

13.2 RF|Binder will hold strictly confidential all the information related to Company and Client and provided by Company or Client to RF|Binder in performing this Agreement. Disclosure rules and confidential information as defined in this Article shall apply to Company as well.

14. Entire Agreement

This Agreement and any documents annexed to it constitute the entire agreement between the parties and supersede all previous arrangements, understandings, or agreements between the parties to its subject matter.

15. Insurance

15.1 RF|Binder undertakes to obtain and maintain at its own expense a policy or policies of insurance (including professional indemnity insurance) with reputable insurers (insurers having an AM Best rating of A-VIII or better), valid and enforceable in each of the jurisdictions in which it is performing the Services, insuring RF|Binder and Company and its Client against potential liabilities under this Agreement, to an extent and to limits that would be reasonably expected under the standards of Good Industry Practice and applicable laws, providec that the requirements stated herein shall not be construed in any way as a limit of the Consultant's liability under this agreement or as constituting any waiver by the Company of any of its rights or remedies under this agreement.

15.2 Without limiting the obligations of RF|Binder or its insurers, RF|Binder shall secure and at all times from the signing of the Agreement and until at least the Completion Date for the Services, maintain the agreed insurance coverage as specified in the Contract. The insurance coverage shall include Client as an additional insured and shall contain a waiver of subrogation clause in favor of the Client.

15.3 RF|Binder shall on signing of the Agreement and on renewal of each insurance or upon request provide to Company satisfactory documentary evidence (including copies of relevant policies) that its insurances which RF|Binder is required to maintain pursuant to the Agreement, are maintained in accordance with the terms of the Agreement

16. Waiver

The failure of either Party to enforce or to exercise at any time any term of or any right pursuant to this agreement shall not be construed as a waiver of any such right and shall not affect that parties right later to enforce or exercise it.

17. Third Party rights

The third party who is not a party to this agreement has no rights under the term of this Agreement.

18. Force majeure

18.1 No party shall be responsible for any failure or any delay in performance or any obligations under this agreement arising from or due acts, events, or accidents beyond its reasonable

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control including but not limited to war, riots, natural disasters, sabotage, labor problems, act of God, fire, strikes, action of any governmental authority.

18.2 In case such events, acts or accidents occur the affected party shall promptly notify the other party in writing thereof specifying the details of such events, acts or accidents and use its best effort to correct it. If this continues for a period of two months from the date of notification either party may terminate this agreement immediately.

19. Severance

If any provision of this Agreement is found by any court to be invalid or unforeseeable then such invalidity or enforceability shall not affect the other provisions of this agreement which shall remain in full force and effect.

20. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without first obtaining the written consent of the other party.

21. Counterparts

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, will be an original and all the counterparts together constitute one and the same agreement.

22. Language

This Agreement is prepared in English language, if it is translated into any other language, the English language text shall prevail.

23. No partnership agreement

Nothing in this Agreement shall be construed as creating a partnership, employer-employee relationship or a joint venture between the Parties. In acting pursuant to the terms of this Agreement, each Party shall be acting as an independent party. RF|Binder will act as Principal and not as an Agent except in connection with the provision of the Services.

24. No Representation

This Agreement does not entitle RF|Binder to hold itself out as the authorized representative or agent of Company or Client in any way except in connection with the provision of the Services.

25. Notices

Any notice, instruction or other instrument required or permitted to be given under this Agreement may be delivered in person to the offices of the parties as set forth herein during normal business hours or delivered by prepaid registered mail or by courier to the parties at the following addresses or such other address as may be notified by either Party from time to time.

To: RF|Binder

Attention:

Jason Buerkle, CFO

950 Third Avenue, New York, New York 10022

To: MEMAC OGILVY & MATHER LLC

Attention:



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Ms. Claire Bteich (Head of Finance)

Address:

11th floor, Al Reem Tower, West Bay, P.O. Box 24329 Doha, Qatar

26. Dispute resolution and Governing Laws

26.1 Written notice of any Dispute shall be given to the other party's Representative. That notice shall:

a. set out the legal basis of the Dispute;

b. set out the facts upon which the Dispute is based;

c. have annexed copies of correspondence and any relevant background material;

d. contain detailed particulars of the quantification of the Dispute; and

e. be signed by the party's Representative.

Unless otherwise agreed to in writing by the Parties, if the representatives of the Parties are unable to resolve the Dispute referred to them within fourteen (14) days, the Dispute shall be referred to , and finally resolved by, the courts of Qatar.

26.2 This Agreement shall be construed, interpreted and applied in accordance with the laws of State of Qatar as applied in the State of Qatar. Any dispute between the parties shall be referred to the competent courts of DOHA.

For & on behalf **MEMAC OGILVY & MATHER LLC**	For & on behalf **RF|BINDER PARTNERS INC.**
Name: FADI CHIVI Title: GENERAL MANAGER Date: MARCH 31, 2020	Name: Jason C. Buerkle Title: Chief Financial Officer Date: March 31, 2020

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APPENDIX I

Scope of Work

Onboarding

Onboarding meetings to align on Qatar Foundation priorities and its three pillars -- education, research and community development.

Media Relations & Thought Leadership

Planning

Identify priority areas for media outreach and communication support around the Foundation's three pillars

Conduct ongoing media monitoring to track U.S. conversations around the Foundation's three pillars to inform media outreach and communications support.

Ongoing Media Program

- Develop proactive feature pitches
- Promote newsworthy Foundation activities, research and events
- Develop themes for op-ed and byline articles
- Expert/Thought leadership outreach

Coordinating Speaking opportunities for Senior Leadership

Coordinating Media Trips to Qatar

Account Management & Planning

Developing Annual Plan

Reporting on Monthly Activities

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APPENDIX II

Remuneration:

For the above-mentioned services, RF|Binder shall charge the Company and the Company agrees to pay RF|Binder a fee of USD30,000 (US Dollars Thirty Thousand only) per month.

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Appendix III

Out-of-Scope Projects & 2020 Billing Rates

Team Billing Rates
For general out-of-scope projects, our team members billing rates will be as follows

Team Member	Title	Hourly Rate
Amy Binder	CEO	$550
Bill McBride	Executive Managing Director	$550
Kelly Cameron	Managing Director	$375
Karina Frayter	Head of Corporate Media	$375
Serra Saridereli	Director	$250
Amee Upadhyay	Associate Director, IPA (monitoring)	$220

Crisis Communications
We would bill with our hourly crisis rates to respond to emerging issues and crises.
Our hourly crisis rates are as follows:

Team Member	Title	Hourly Rate
Amy Binder	CEO	$600
Bill McBride	Executive Managing Director	$600
Kelly Cameron	Managing Director	$400
Karina Frayter	Head of Corporate Media	$400
Serra Saridereli	Director	$300
Amee Upadhyay	Associate Director, IPA (monitoring)	$275

Creative & Experiential
RF|Binder's creative team is able to support all creative projects, with services ranging from branding, advertising & design, experiential, and content creation. Our billing rates are as follows:

Team Member	Title	Hourly Rate
David Weinstock	Chief Creative Officer	$500
Esther Aubry	Executive Producer (Experiential & Events)	$375
Jess Griscti	Senior Designer	$250
Krysta Hartono	Graphic Designer	$220
Emily Goldberg	Production Manager	$220
Kelly Paschall	Production Coordinator	$195

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Insights, Planning & Analytics

RF|Binder's IP&A team is able to support all digital marketing as well as data and analytics projects. Our billing rates are as follows:

Team Member	Title	Hourly Rate
Rebecca Binder	Senior Managing Director	$400
Kiki Van Son	Director of Digital Strategy	$250
Amee Upadhyay	Associate Director	$220
Megan Manning	Senior Associate	$195

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