Received by NSD/FARA Registration Unit 06/30/2022 11:47:11 AM

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

U.S. Department of Justice

Washington, DC 20530

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

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

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Brunswick Group LLC	6826

3. Name of Foreign Principal
Department of Culture and Tourism - Abu Dhabi

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? 08/31/2021

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

Brunswick Group LLC and its affiliates have been engaged to provide public relations services in support of various art initiatives of the Department of Culture and Tourism - Abu Dhabi.

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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.

Certain personnel of Brunswick Group LLC and its affiliates have been engaged to provide public relations services in support of various art initiatives of the Department of Culture and Tourism - Abu Dhabi.

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

Yes ☐ No ☒

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

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

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

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

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

Date	Contact	Method	Purpose

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12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

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

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

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

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

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

Date	Recipient	Purpose	Amount

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

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

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EXECUTION

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

Date	Printed Name	Signature
06/30/2022	Kavitha Reddy	/s/Kavitha Reddy

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EXECUTION

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

Date	Printed Name	Signature
June 30, 2022	Kavitha Reddy	Kavitha Reddy

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دائرة الثقافة والسياحة
DEPARTMENT OF CULTURE AND TOURISM

Department of Culture and Tourism – Abu Dhabi

and

BRUNSWICK FZ LLC

Dated 31 August 2021

Agreement for Services

[DCT-P-SS-DB-21-028]

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دائرة الثقافة والسياحة
DEPARTMENT OF CULTURE AND TOURISM

This **Agreement** is dated **31st August 2021** with effect from **01st September 2021;**

Between:

(1) **Department of Culture and Tourism – Abu Dhabi**, established by Law No 8 in 2018, Abu Dhabi, United Arab Emirates **(DCT)**; and

(2) Brunswick FZ LLC, a company incorporated in accordance with the laws of Abu Dhabi, United Arab Emirates (operating under licence number CN-2796674 whose address is Office 506, Park Rotana Office Complex, Twofour54, P.O. Box 77800, Abu Dhabi, United Arab Emirates, Tel +971 2 245 1400 (the Service Provider).

Background

(A) DCT wishes to appoint the Service Provider to provide certain services in relation to Public Relations, including but not limited to the services outlined in Schedule 2 of this Agreement.

(B) The Service Provider wishes to accept such appointment on the terms and conditions of this Agreement.

It is agreed as follows:

1 **Definitions and Interpretation**

1.1 **Definitions**

In this Agreement, unless the context otherwise requires, the following definitions apply:

Affiliates means partnerships, corporations and other legal entities that directly or indirectly Control, are Controlled by or are under common Control;

Additional Services means any services requested by DCT from time to time, which are set out in Schedule 2;

Agreement means this agreement including all Schedules and documents stated to be incorporated by reference;

Applicable Law means all applicable statutes, statutory instruments, orders, rules, regulations, instruments, requirements, guidance, provisions and codes of practice (whether or not having the force of law);

Approval Process means the process notified to the Service Provider by DCT in writing, as may be amended from time to time, and which must be followed by the Service Provider for the pre-approval of costs for any Additional Services;

Authorised Representative means the DCT Representative and/or the Service Provider Representative as the context requires;

Best Industry Practices means the exercise of that degree of skill, diligence, prudence, foresight and practice which would reasonably and ordinarily be expected from a highly skilled and experienced person engaged in the same type of business to perform similar services to the Services;

Business Day means any day other than a Friday, Saturday or any public holiday declared by the UAE Ministry of Labour for the private sector in the Emirate of Abu Dhabi;

Change means any change:

(a) to the Services and/or the means or manner and the way in which the Services are provided;

(b) to the nature, level and/or extent of the Services; and/or

(c) in the Locations, or number of Locations, where the Services are to be provided;

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Change Control Process means the change control process set out in Clause 20;

Confidential Information means any information of a Party (and in the case of DCT, information of its Affiliates) that:

(d) is by its nature confidential;

(e) is designated by the disclosing Party as confidential; or

(f) the recipient Party knows or ought reasonably to know is confidential,

and includes without limitation information relating to:

(a) (or comprised of) any Intellectual Property Rights of the disclosing Party;

(b) the financial position and assets or liabilities of the disclosing Party and any other matter that does or may affect the financial position or reputation of the disclosing Party;

(c) the security procedures to be implemented by the Service Provider in connection with the Services; and

(d) the internal management and structure of the disclosing Party and its personnel (including without limitation remuneration and performance), policies and strategies of the disclosing Party;

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management, business or policies of another, whether through the ownership of shares, by contract or otherwise, or the power to elect or appoint at least 50% (fifty percent) of the directors, managers, partners or other individuals exercising similar authority and **Controlled** will be construed accordingly;

DCT's Representative means the representative of DCT identified in Schedule 1 and any replacement of or successor to that person;

Effective Date means 01st September 2021**;**

Insolvency Event means a Party:

(a) becoming insolvent or unable to pay its debts;

(b) ceasing to carry on business, stopping payment of its debts or any class of them or entering into any compromise or arrangement concerning any of its debts or any class of them or any step is taken to do any of those things; or

(c) being dissolved or entering into liquidation, administration, administrative receivership, receivership, a voluntary arrangement, a scheme of arrangement with creditors, any analogous or similar procedure in any jurisdiction or any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction, presentation of a petition or other step is taken by any person with a view to any of those things except where it is:

(i) instituted by the Party for the purpose of a fully solvent reorganisation; or

(ii) a court process instituted by a creditor and is an abuse of process of the court;

Insurance means the insurance that the Service Provider must take out and maintain during the term of this Agreement, normally taken out by a service provider in accordance with Best Industry Practices when providing services similar to the Services, and on terms, with insurers and with coverage in accordance with Best Industry Practices including those set out in Schedule 2;

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Intellectual Property Rights means any (a) material, including (without limitation), all books, training or policy manuals, records, reports, notes, contracts, lists, blueprints, and other documents, or copies, copyright, patents, database right and rights in trademarks, designs, knowhow, developed practice standards and confidential information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property and equivalent or similar forms of protection existing anywhere in the world, each arising from or in connection with the Service Provider's performance of the Services and obligations under this Agreement;

Location means Abu Dhabi;

Loss means any loss, damage, payment, cost (including reasonable legal costs and expenses), expense, award, charge, fine and/or other liability (as the case may be);

Rights and Approvals means all rights and approvals necessary or required or appropriate in accordance with Best Industry Practices to enable the Service Provider to observe and perform its obligations under this Agreement, including without limitation approvals, permits, authorisations, trade and other licenses, consents, non-objections, waivers, releases, visas, work permits, customs duties and any renewals, and any other rights, of similar nature;

Service Charges means the charges as set out in Clause 13 and Schedule 3 for the Services;

Service Provider Personnel means those persons selected by the Service Provider and engaged in the provision of the Services including the personnel of the Service Provider, the Sub-Contractors and the Sub-Contractors' personnel and the personnel of the Service Provider's Affiliates;

Service Provider Representative means the representative of the Service Provider identified in Schedule 1 and any replacement of or successor of that person;

Services means the services described in this Agreement, including those detailed in Schedule 2;

Sub-Contractor means any person to whom the Service Provider sub-contracts subject to and in accordance with this Agreement any part of the Services;

Third-Party Provider means a third-party service provider engaged by DCT or any of its Affiliates to act on behalf of DCT in connection with the observance and performance by DCT of its obligations under this Agreement;

Total Fee means the capped amount of Service Charges set out in Clause 13.1; and

UAE means the United Arab Emirates.

1.2 **Interpretation**

In this Agreement, except where the context otherwise requires:

(a) monetary references are references to the currency applicable to the Service Charges as set out in Schedule 3;

(b) the Clause headings are only for convenience and have no effect in limiting or extending the language of the provisions to which they refer;

(c) a cross-reference to a Clause number is a reference to all its sub-Clauses;

(d) use of the singular includes the plural (and vice versa) and use of any gender includes the other gender;

(e) a reference to a Party means a party to this Agreement and includes its successors and permitted assigns;

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(f) a reference to persons includes individuals, corporations, and unincorporated bodies or associations that are recognised at law (whether or not having a separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence);

(g) a reference to a Clause is to the relevant clause of this Agreement; a reference to a Schedule is to the relevant schedule to this Agreement; and a reference to a paragraph is to the relevant paragraph in the Schedule to which it appears;

(h) any words following the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms; and

(i) periods of time will be construed by reference to the Gregorian calendar.

(j) In the case of conflict or ambiguity, the order of precedence for this Agreement and the documents attached to or referred to in this Agreement will be as follows:

(i) the body of this Agreement;

(ii) the Schedules of this Agreement; and

(iii) the documents referred to in this Agreement.

2 **Scope**

2.1 The Service Provider will, from the Effective Date provide the Services to DCT subject to and in accordance with the terms of this Agreement.

2.2 The Service Provider will provide the Services as prime contractor and will ensure that all Sub-Contractors are engaged by the Service Provider only in accordance with Clause 11.

2.3 DCT will be entitled to request Additional Services from the Service Provider at any time during the term of this Agreement. The Service Provider will perform such Additional Services in accordance with DCT's instructions. The charges in respect of the Additional Services will be agreed between the Parties in accordance with the Approval Process.

3 **Term of Agreement and Renewal**

3.1 Subject to Clause 14, this Agreement will commence on the Effective Date and, will continue in full force and effect for a period of One Year (12 months) from and including the Effective Date.

3.2 Any renewal of subsequent terms will be subject to negotiations in good faith between the Parties and in accordance with the procurement policies of DCT.

4 **Service Provider's Obligations**

4.1 The Service Provider will:

(a) comply at all times with any Applicable Law in connection with its performance of this Agreement;

(b) procure and maintain the Rights and Approvals for the term of this Agreement;

(c) carry out the Services in accordance with the terms of this Agreement and the instructions given from time to time by DCT's Representatives;

(d) follow the Approval Process in connection with the procurement of any Additional Services;

(e) co-operate with DCT and its Affiliates, any Third-Party Provider or other contractor that may be engaged by DCT, or any other party associated directly with this Agreement for the purpose of performing the Services;

(f) ensure that the Services are performed to the satisfaction of DCT and that the quality and consistency of the Services meet Best Industry Practice;

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(g) put in place reasonable procedures to ensure that it achieves best value for DCT in delivering the Services, including by gathering multiple quotations from suppliers to obtain the best available rates, options and services;

(h) in the context of any Additional Services, procure that the goods or services, as applicable, to be delivered to DCT are of appropriate quality;

(i) ensure that the Services are provided in such a manner as to allow them to be taken over by DCT or a new service provider with minimal disruption when this Agreement is terminated or expires;

(j) maintain up-to-date documentation of the processes and tasks involved in providing the Services in a reasonably sufficient manner to enable DCT or a third party to take the Services over when this Agreement is terminated or expires, and provide the documentation to DCT on request;

(k) when providing the Services at the Locations, comply with all reasonable security, operational and safety policies of the applicable Third-Party Provider as may be notified to the Service Provider from time to time;

(l) act in an ethical manner and will not be dishonest, misleading or unfair;

(m) carry out the Services in accordance with Best Industry Practice; and

(n) it will use its best endeavours to ensure an uninterrupted supply and provision of the Services.

4.2 The Service Provider agrees that it has been appointed by DCT on the basis of its expertise in performing services similar to the Services. The Service Provider agrees that it will exercise this expertise in all of its decisions relating to the performance of the Services, and will be liable for the direct Losses to DCT arising as a consequence of those decisions.

4.3 The Service Provider will not translate or register this Agreement or any correspondence or documents in connection with this Agreement with any authorities pursuant to the Commercial Agency Laws without the express prior written consent of DCT.

5 **Performance Bond**

The Service Provider will provide to DCT on the Effective Date a performance bond in an amount equal to ten percent (10%) of the Total Fee, in a form acceptable to DCT. DCT will call on this performance bond if the Service Provider fails to observe and perform its obligations under and in accordance with this Agreement.

6 **DCT's Obligations**

6.1 DCT will:

(a) comply at all times with any Applicable Law in connection with its performance of this Agreement;

(b) notify its Third-Party Providers of the Service Provider's appointment to provide the Services to the extent DCT deems necessary; and

(c) make available any information and make any decisions the Service Provider reasonably requires in connection with this Agreement.

6.2 In observing and performing its obligations under this Agreement, the Service Provider will be entitled to rely on:

(a) any routine instructions, authorisations, approvals and information provided to the Service Provider by the DCT Representative; or

(b) any instructions, authorisations, approvals or other information provided to the Service Provider by any other DCT personnel identified from time to time by DCT's Representative as having the authority to provide the instructions, authorisations, approvals and information on behalf of DCT.

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7 **Representations and Warranties**

7.1 The Service Provider represents and warrants that in entering into this Agreement, the Service Provider has and will have at all times during the term of this Agreement:

(a) all necessary licenses, consents and permits to provide the Services in the manner contemplated in this Agreement, including without limitation, in relation the the Service Provider Personnel to enable them to provide the Services;

(b) not relied on any information provided or statements or representations made by DCT or persons for or on behalf of DCT and relies on its own enquiries; and

(c) satisfied itself:

(i) as to the availability of labour and resources to perform the Services for the term of this Agreement;

(ii) of its ability to perform services of the nature and difficulty of the Services to be performed under this Agreement; and

(iii) of its ability to complete the Services to a high professional standard.

7.2 The Service Provider represents and warrants and undertakes that it will carry out the Services:

(a) in accordance with Best Industry Practices; and

(b) so as to mitigate the risk of damage to DCT to the fullest extent possible.

7.3 The Service Provider represents and warrants to DCT that the Service Provider is at all times (both before and after the termination for whatever reason or expiry of this Agreement) responsible for itself and on behalf of any incoming service provider, and indemnifies DCT on a continuing basis from and against the acts and omissions of all of the Service Provider Personnel who provide at any time any of the Services, including without limitation any cost, claim, action, damages or demands that DCT may suffer or incur (i) arising out of the provision by any Service Provider Personnel any of the Services and (ii) arising out of or in connection with the termination of employment of any Service Provider Personnel, any change to the terms and conditions of any of the Service Provider Personnel, and (iii) any claim by any of the Service Provider Personnel arising out of or in connection with the termination for whatever reason or expiry of this Agreement.

7.4 The representations and warranties contained in this Clause 7 are in addition to any representation, warranty or guarantee given by the Service Provider in respect of the Services or any representation, warranty, guarantee or term implied by any Applicable Law.

8 **Personnel**

8.1 The Service Provider Personnel remain at all times the sole responsibility of the Service Provider who is responsible at all times for monitoring and supervising them and their performance. The Service Provider represents and warrants that none of the terms and conditions of employment of any of the Service Provider Personnel conflict with this Clause 8.1 and, subject to Clause 15.1(e), will not during term of this Agreement conflict with this Clause 8.1.

8.2 The Service Provider will ensure that the Service Provider Personnel involved in performing the Services:

(a) are suitably qualified;

(b) have the requisite skills, expertise and experience; and

(c) carry out their respective duties with reasonable care and diligence.

8.3 The Service Provider will procure that all Service Provider Personnel who will be required, while performing the Services under this Agreement, to:

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(a) enter the areas designated by DCT or DCT's Third-Party Providers as subject to "safe-working" requirements; or

(b) hold a particular kind of security clearance (which DCT or its Third-Party Providers may from time to time require be obtained and maintained pursuant to its security policies),

will observe all of DCT's and its Third-Party Providers' policies and reasonable security and safety requirements.

8.4 Subject to Clause 8.5, DCT may, on reasonable notice require the Service Provider to remove any of the Service Provider Personnel from performing the Services and the Service Provider must promptly arrange for the removal of such individual and, if requested, arrange for their replacement at the Service Provider's cost, with a member of Service Provider Personnel acceptable to DCT.

8.5 If any member of the Service Provider Personnel commits any material breach of the terms, conditions or provisions of this Agreement, or of the policies applicable at a Location, DCT may require that the Service Provider Personnel are immediately removed from the Location and from providing the Services, at DCT's sole discretion. The Service Provider will as soon as reasonably practicable arrange for a replacement Service Provider Personnel acceptable to DCT to be made available at the Service Provider's cost.

9 **Sub-Contracting**

9.1 DCT acknowledges that the Service Provider may, subject to this Clause 9, sub-contract certain of the Services under this Agreement to Sub-Contractors.

9.2 Where the Service Provider requires to engage a Sub-Contractor, the Service Provider must:

(a) obtain DCT's prior written approval;

(b) only engage a reputable Sub-Contractor whose personnel have the requisite skill, experience and qualifications to perform the tasks for which they are responsible and will carry out all due diligence on the Sub-Contractor sufficient to satisfy itself of the fitness for purpose of the Sub-Contractor; and

(c) procure that the contractual obligations of the Sub-Contractor under its contract with the Service Provider are no less onerous than those obligations imposed on the Service Provider in connection with performance of the Services, or the relevant part of them, under this Agreement; and

(d) no later than 30 (thirty) days after its receipt of funds from DCT in full or partial discharge of payment under a fully or partially accepted invoice issued under this Agreement, pay all undisputed Sub-Contractor fees due for services performed in connection with that invoice.

9.3 The sub-contracting of any of the Service Provider's obligations under this Agreement does not relieve the Service Provider from liability for its due observance and performance of its obligations under this Agreement. The acts or omissions of any Sub-Contractor will be deemed to be the acts or omissions of the Service Provider.

10 **Reporting**

10.1 The Service Provider will provide DCT with written reports, and at times as may be reasonably requested by DCT, including those specifically referred to in Schedule 2.

11 **Services Audit**

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11.1 DCT will have the right during Business Hours and on reasonable notice to inspect and take copies of all relevant records and information held by the Service Provider and its Sub-Contractors, and to authorise agents or representatives appointed by DCT to do so, for the purposes of verifying any claims for payment for the Services and the Service Provider's observance and performance of its obligations under this Agreement. DCT will use its reasonable endeavours to ensure that the conduct of the audit does not materially disrupt the ordinary course of business of the Service Provider.

11.2 The Service Provider will, and will procure that its Sub-Contractors will, on demand provide DCT with all reasonable co-operation and assistance in relation to each audit and provide all information requested by DCT and access to the Service Provider Personnel and the Service Provider's systems and premises, and the systems and premises of the Sub-Contractor.

11.3 Each Party will bear the costs it incurs in connection with any audit unless the audit shows that the Service Provider is in breach of any of its obligations under this Agreement (whether directly or indirectly due to a breach of its Sub-Contractor), in which case the Service Provider will bear the costs of the audit and will promptly reimburse DCT for the costs incurred by DCT in connection with the audit.

11.4 In addition to using its own employees, DCT may exercise its rights under this Clause 11 using external auditors or other agents. If any agent or representative of DCT is authorised to conduct an audit on behalf of DCT, the agent or representative will undertake in advance to the Service Provider to keep all information obtained strictly confidential and not to use or disclose any information except for the purpose of reporting the results of its audit to DCT and DCT's Affiliates.

11.5 Following an audit, the Parties will work together in good faith as necessary and agree on any appropriate changes to the Service Provider's operating practices and procedures. If the Parties are unable to agree, Clause 21 will apply.

11.6 The Service Provider will procure that the rights set out in Clause 11.1 and 11.2 are reflected in its contract with the Sub-Contractor.

12 **Insurance**

12.1 The Service Provider will obtain and maintain the Insurance. If the Insurance is sourced in a foreign jurisdiction, the Service Provider must submit evidence of local re-insurance in the U.A.E. within 45 days from the date of this Agreement. Failure to comply with this clause will be deemed a material breach of the Service Provider’s obligations.

12.2 The Service Provider will produce, to the reasonable satisfaction of DCT, evidence of the Insurance obtained and maintained in accordance with this Clause 12.

12.3 If the Service Provider fails to arrange or keep in force any Insurance required under this Clause 12 DCT may, on giving the Service Provider ten (10) Business Days' prior written notice, arrange or keep in force that Insurance on substantially the same terms as those required under this Clause 12. DCT may pay the premium or premiums and may deduct the amount from any moneys due to the Service Provider under this Agreement.

12.4 The Service Provider will not do or omit to do any matter, act or thing as a result of which the policy of Insurance is rendered void or voidable or otherwise unenforceable as a result of its action or.

13 **Pricing and Payment Terms**

13.1 As consideration for the Services, DCT will pay the Service Provider in accordance with this Clause 13 and Schedule 3, a fee of one million, one hundred and forty-nine thousand, nine hundred and ninety-nine UAE Dirhams and ninety-five fils UAE Dirhams (AED1,149,999.95) (**Total Fee**) exclusive of VAT.

13.2 The Service Provider will render invoices to DCT in accordance with the following:

(a) the amount specified in the invoice must correspond to the charges estimates set out in Schedule 3; and

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(b) the invoice must set out in a manner that reasonably enables DCT to ascertain the Services the invoice covers, where applicable number of hours spent or other relevant information and the respective fees payable in respect of those Services.

13.3 The Service Provider will invoice for Services in accordance with the pricing fee, currency and payment terms set out in Schedule 3.

13.4 The Service Provider will provide a copy of any documentation required by DCT pursuant to the Approval Process and a copy of the relevant remittance with any invoice for Additional Services.

13.5 Subject to Clauses 13.7 and 13.8 DCT will pay each invoice within thirty (30) days of receipt of the Service Provider's invoice.

13.6 All payments will be made in the currency stated on the invoice.

13.7 If any invoice submitted by the Service Provider is disputed by DCT, DCT will notify the Service Provider of the reasons for the dispute and will pay that part of the invoice which is not disputed. Any disputed amount will be resolved in accordance with Clause 21.

13.8 DCT will pay the Service Provider an amount equal to any applicable VAT due on those sums subject to the receipt by it from the Service Provider of a Tax Invoice. For the purpose of this Agreement VAT and Tax Invoice have the meanings respectively given to them in Federal Decree- Law No. (8) of 2017 on Value Added Tax.

14 **Intellectual Property Rights**

14.1 All Intellectual Property Rights in the documents, reports, creative, designs, strategy, technical aspects (including digital files) and material, prepared by the Service Provider in the performance and/or delivery of the Services will vest on creation in DCT.

14.2 The Service Provider agrees to do everything necessary or requested by DCT either during the Term or after the termination of this Agreement, to enable DCT to own and benefit from the Intellectual Property Rights, including formally assigning those rights on a continuing basis to DCT. To the extent any Intellectual Property Rights cannot be assigned by the Parties' conduct, the Service Provider undertakes that it will, and will ensure that each of its employees, representatives, agents and Sub-Contractors will, do all things (including executing any document DCT requires) to give effect to and perfect complete transfer of ownership and assignment to DCT of the Intellectual Property Rights.

14.3 DCT will be entitled, directly or indirectly, to make use of any Intellectual Property Rights at its sole discretion without any reservation or claim from the Service Provider.

14.4 The Service Provider acquires no interest in any document or material provided by DCT. Such documents or materials must be destroyed on termination of this Agreement.

14.5 The Service Provider will not use or exploit any intellectual property or Intellectual Property Right or document, material, or information pertaining to this Agreement for any other purpose without prior written approval of DCT (whose silence or failure to provide written approval will not be deemed an approval).

14.6 The Total Fee will include all amounts payable (including, without limitation, royalties) for patent rights, copyrights, registered designs, licenses and any other Intellectual Property Rights on or in respect of any materials or deliverables as may be applicable and falling within the scope of the Services provided under this Agreement.

14.7 The Service Provider will indemnify and keep indemnified DCT against any costs, claims, expenses or damages suffered or incurred by DCT arising out of or in connection with any claim brought against DCT for infringement of any third-party Intellectual Property Rights (including but not limited to copyright and design right) pertaining to the Services.

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14.8 If any claim is made under Clause 14.7 or, in DCT's reasonable opinion, is likely to be made against DCT, Service Provider will promptly and at its own expense either:

(a) procure such rights as are necessary to enable DCT to continue using or receiving the Services; or

(b) modify or replace the infringing part of the Services so as to avoid the infringement or alleged infringement.

15 **Termination**

15.1 This Agreement may be terminated by either Party with immediate effect on giving written notice if the other Party:

(a) commits a material breach of any term, condition or provision of this Agreement, or in relation to a particular Service, which, if capable of remedy is not so remedied within [thirty (30) days] of the written request of the innocent Party to do so; or

(b) commits a material breach of any term, condition or provision of this Agreement, or in relation to a particular Service, which, if capable of remedy is not so remedied within [thirty (30) days] of the written request of the innocent Party to do so; or

(c) suffers an Insolvency Event.

15.2 DCT may terminate this Agreement at any time, without cause, on giving the Service Provider not less than one (1) month's prior written notice at any time.

15.3 The Parties acknowledge and agree that a court order will not be required in the UAE to give effect to any termination of this Agreement in accordance with its terms, conditions and provisions.

16 **Consequences of Termination**

16.1 On the termination of this Agreement for any reason:

(a) the Service Provider will, and will procure that its Sub-Contractors will, provide all reasonable assistance and co-operation to DCT to help achieve a quick and efficient transfer of the Services (either to DCT or to a new service provider selected by DCT, as applicable), and:

(i) provide all information which DCT reasonably requires;

(ii) provide DCT and any incoming service provider with all information requested by DCT and the incoming service provider relating to the provision of the Services and the Service Provider Personnel; and

(iii) procure that any Sub-Contractor promptly enters into a direct agreement with DCT in relation to the performance of all or part of the Services.

(b) the Service Provider will immediately repay to DCT any portion of the Total Fee which has been paid in advance and which relate to the period after the date of termination. For the purposes of calculating any sum to be repaid under this Clause 16, the Service Charges will be treated as accruing on a daily basis;

(c) other than as expressly permitted under this Agreement, each Party will forthwith cease to use any Confidential Information of the other received in connection with this Agreement and will return on demand, or at the request of the other destroy or permanently erase, all copies of that Confidential Information in its possession or control, save that a Party will be permitted to retain one copy of the Confidential Information if and to the extent required: -

(i) to observe and perform its obligations under Clause 16.1(c), except that the party will return or destroy (if requested) that copy once it no longer requires the Confidential Information for those purposes; and/or

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(ii) to comply with any Applicable Law or judicial or administrative process;

(d) If requested by DCT to do so, the Service Provider will certify in writing that it has fully complied with the requirements of Clause 16.1(c).

(e) After a notice to terminate has been served under Clause 15.1, and subject to the preceding provisions of this Clause 16.1(e), the Service Provider irrevocably undertakes not to execute or do any matter, act, deed, document or thing concerning or relating to the employment by the Service Provider of any Service Provider Personnel or their terms and conditions of employment who, within one month immediately preceding the date of the notice to terminate, have provided any Services under this Agreement, without the prior written consent of DCT. DCT may by notice in writing to the Service Provider request the Service Provider at any time after a notice to terminate has been given under Clause 15.1 to terminate the employment of any Service Provider Personnel who, within one month immediately preceding the date of the notice to terminate, provided any of the Services. The Service provider will as soon as reasonably practicable complay with a written request under this Clause 16.1(e) from DCT and indemnify DCT on a continuing basis from and against any costs, claims, actions, damages and demands DCT may suffer or incur arising out of or in connection with the termination of employment.

16.2 Expiry or termination of this Agreement for any reason will: -

(a) be without prejudice to any obligation or right of any party which has accrued prior to the expiry or termination; and

(b) not affect any term, condition or provision of this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such expiry or termination, which includes this Clause 16 and Clauses 1, 7, 12, 13, 17, 18, 19 20and 24.

17 **Force Majeure**

17.1 In this Agreement, a "Force Majeure Event" is an event after the Effective Date:

a) which is outside of the reasonable control of the Party claiming that a Force Majeure Event has occurred; and

b) the adverse effects of which could not have been prevented or mitigated by that Party by its reasonable diligence or precautionary measures and includes:

i. declared natural disasters and health pandemics but excluding any seasonal flooding or torrential rains;

ii. industrial disputes and strikes (other than strikes involving that Party, its agents, employees or subcontractors) acts of terrorism, riots, civil disturbances, but excludes any change of government, and also excludes the following in the event and to the extent that reasonable precautionary measures could be taken to mitigate or eliminate impact on the Service Provider's performance: any conflicts; hostilities; wars (whether declared or not); or the presence of explosives; and

iii. loss or revocation of any licence or regulatory approval necessary for that Party to carry out its business operations where that party is unable to retain or obtain any such licence or regulatory approval within six (6) months from the date of loss or revocation.

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17.2 If a Force Majeure Event occurs and prevents a Party from performing its obligations under this Agreement ("**Affected Party**"), the Affected Party must promptly notify the other Party of the Force Majeure Event, the time it started and the likely duration, the extent that its obligations are affected and the measures proposed to remedy or mitigate its consequences. Subject to Clause 17.3 below, the Affected Party's obligations are then suspended solely to the extent that it is able to demonstrate that it is prevented from performing them by the Force Majeure Event. The Affected Party must:

(a) as soon as reasonably practicable, take all necessary steps to remedy or mitigate the Force Majeure Event's effects, so as to resume full observance and performance of its obligations under this Agreement as soon as reasonably possible; and

(b) take all action reasonably practicable to mitigate any Loss suffered by the other Party as a result of its failure to observe and perform its obligations.

17.3 A Party prevented from observing and performing any of its obligations under this Agreement by a Force Majeure Event must:

(a) continue to observe and perform all unaffected obligations in accordance with this Agreement;

(b) use reasonable endeavours to continue to observe and perform the affected obligations, whether by way of a work-around or other methods agreed with the other Party;

(c) use reasonable endeavours to overcome the effects of the Force Majeure Event as soon as reasonably practicable;

(d) notify the other Party as soon as it is no longer affected by the Force Majeure Event; and

(e) in the case of the Service Provider, treat DCT as its highest priority customer in attempting to restore full services in the event of a Force Majeure Event which affects multiple customers of the Service Provider.

17.4 If a Force Majeure Event substantially prevents, hinders or delays performance or delivery of any whole or part of the Services for a period exceeding of thirty (30) days then DCT may, at its option, immediately terminate this Agreement in whole or in part (including any Services affected by the Force Majeure Event) by written notice to the Service Provider and the rights and obligations of the Parties will be treated in the same manner as if this Agreement had been terminated by the DCT under Clause 15.2.

18 **Liability and Indemnification**

18.1 Notwithstanding the limitations in Clause 18.2, nothing in this Agreement will exclude or limit either Party's liability under or in connection with this Agreement for:-

(a) fraud or fraudulent misrepresentation;

(b) death or personal injury resulting from the negligence of that Party;

(c) for any other matter where liability cannot by Applicable Law be limited or excluded;

(d) breach of its obligations under Clause 6; and

(e) any claim under the indemnity in Clause 18.3.

18.2 Neither Party will be liable to the other Party for Losses that are not reasonably foreseeable or for consequential, special or indirect Losses, in each case, of any kind whatsoever suffered or incurred by the other Party whether in contract, negligence or any other tort, under statute or otherwise that arise under, or in connection with, this Agreement.

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18.3 The Service Provider indemnifies DCT and each of DCT's Affiliates on demand on a continuing basis for all Losses incurred by or awarded against DCT or any of its Affiliates arising out of or in connection with any breach of any representation, warranty, undertaking or any other term, condition or provision of this Agreement by the Service Provider or the fraud or negligence of the Service Provider Personnel and its Sub-Contractors.

18.4 The Service Provider agrees that all benefits, warranties, indemnities, licences and any other rights granted and provided to DCT under this Agreement are also granted and provided to each of DCT's Affiliates and that the Service Provider owes the same duties and obligations to each of DCT's Affiliates as it owes to DCT.

18.5 Any negligence or breach of this Agreement by the Service Provider which results in any Loss being suffered by DCT or its Affiliate will be treated as if it had been suffered by DCT. DCT will be able to recover any Loss from the Service Provider subject to any limits on the Service Provider's liability contained in this Agreement. For this purpose, any Loss suffered by DCT's Affiliates will not be treated as being indirect, special or consequential in terms of Clause 18.2 simply because it has been suffered by an Affiliate of DCT and not by DCT directly.

19 **Confidentiality**

19.1 Neither Party may, without the prior written approval of the other Party, make public or disclose to any person (except for the purposes only of performing its obligations and, in the case of the Service Provider to Sub-Contractors and the Service Provider Personnel in the observance and performance of their obligations), any of the other Party's Confidential Information or any information about this Agreement and, in giving written approval, a Party may impose such reasonable terms and conditions as it thinks fit.

19.2 The obligations under Clause 19.1 will not be deemed to have been breached to the extent that the information referred to in that Clause:

(a) is or becomes public knowledge other than by breach of Clause 19.1;

(b) is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party;

(c) is legally required to be disclosed; or

(d) has been independently developed or acquired by the receiving Party.

19.3 The Service Provider will ensure that the Service Provider Personnel, do not make public or disclose DCT's Confidential Information. DCT will ensure that all of its employees and agents do not make public or disclose the Service Provider's Confidential Information.

19.4 Nothing in this Clause 19 will prevent DCT from disclosing information:

(a) to Affiliates of DCT; and

(b) where the purpose of such disclosure is to comply with an order issued to DCT by a competent authority.

19.5 Each Party will take all reasonable steps to ensure that information disclosed by it under Clause 19.3 is treated as confidential by its recipients and their servants or agents including, where appropriate, by requiring those recipients to enter into suitable confidentiality agreements.

20 **Change Control Process**

Changes will be implemented in accordance with the Change Control Process and the costs arising from the Changes will be borne as agreed by the Parties in accordance with the Change Control Process.

21 **Law and Dispute Resolution**

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21.1 This Agreement is governed by and will be construed in accordance with the laws applicable in the Emirate of Abu Dhabi and the federal laws of the United Arab Emirates.

21.2 If any dispute arises out of this Agreement, a representative of each Party will attempt to settle it by negotiation.

21.3 If the dispute is not resolved by negotiation within thirty (30) days of the dispute first arising, either Party may refer the dispute to the courts of the Emirate of Abu Dhabi which has exclusive jurisdiction to hear the dispute. Each Party irrevocably submits to the exclusive jurisdiction of the courts of Abu Dhabi.

22 **Notices**

22.1 Any demand, notice or other communication given or made under or in connection with this Agreement will be in writing and will be given to the Service Provider or DCT, as the case may be, either personally or by post (registered or air mail as appropriate) appropriately addressed to the address for the relevant Party set out in Schedule 1, or any other addressed notified from time to time by a Party to the other.

22.2 Notices and communications so designated will be deemed to have been duly given or made:

(a) if delivered by hand, on delivery at the address of the relevant Party;

(b) if sent by prepaid first-class post, five (5) Business Days after posting.

22.3 Where in accordance with the Clause 21.2 any notice or communication would otherwise be deemed to be given or made on a day which is not a Business Day, or after 4.00 pm on a Business Day, such notice or other communication will be deemed to be given or made at 9.00 am on the next Business Day.

23 **Assignment**

The Service Provider may not assign or transfer all or any part of its rights or obligations under this Agreement without the prior written consent of DCT.

24 **General**

24.1 Each Party is an independent contractor and nothing contained in this Agreement, and no action taken by the Parties pursuant to this Agreement, implies that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee, nor are the Parties engaging in a joint venture, association or other co-operative venture. Neither of the Parties has any right or authority to act on behalf of the other nor to bind the other by contract or otherwise, unless expressly permitted under this Agreement.

24.2 The Parties will do and cause to be done all acts, matters and things and will execute and deliver all documents and instruments as will be reasonably required to enable the Parties to observe and perform their respective obligations under and to give effect to the transactions contemplated by this Agreement.

24.3 This Agreement is written and will be construed in the English language, and all questions of interpretation of this Agreement will be resolved by reference to the English language. This Agreement may not be translated into Arabic without the prior written consent of DCT.

24.4 All communications between the Parties arising out of or in connection with this Agreement will be in English. If the Agreement is translated into the Arabic language or any other foreign language, the English version will prevail for all purposes, including any disputes or claims that may be resolved by any legal proceeding. If a version translated into the Arabic language is required, the Service Provider will prepare the translation at its own cost.

24.5 If any of the terms, conditions and provisions of this Agreement are judged to be illegal or unenforceable, the continuation in full force and effect of the remaining terms, conditions and provisions will not be affected.

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24.6 Failure of a Party to exercise or delay in exercising a right or remedy under this Agreement will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement will prevent any further exercise of the right or remedy or the exercise of any other right or remedy. A term, condition or provision or a right under this Agreement cannot be waived except in writing signed by the Party granting the waiver, or varied unless it is ageed in writing signed by the Parties.

24.7 This Agreement, together with the documents referred to in it, represents the entire understanding between the Parties in relation to its subject matter and supersedes all previous agreements between the Parties, whether oral or written. The Parties agree that, except as expressly set out in this Agreement, neither Party will have any liability for any untrue statement or representation made by it (whether innocently or negligently) on which the other Party relied in entering into this Agreement, unless untrue statement or representation was made fraudulently.

This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, each of which so executed and delivered will constitute an original, but all the counterparts will together constitute one and the same instrument.

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Schedule 1- Authorised Representatives and Addresses for Notices

1 DCT's Representative (subject to a written confirmation by DCT of the communication matrix):

Dana Chehayeb

dchehayeb@dctabudhabi.ae

2 The Service Provider Representative –

Heather Salmond

hsalmond@brunswickgroup.com

3 The Service Provider's Address for Notices –

Office 506, Park Rotana Office Complex

PO Box 77800

Abu Dhabi

United Arab Emirates

4 DCT's Address for Notices –

Nation Towers offices, Corniche, Abu Dhabi

P. O. Box 94000

Attn.: Undersecretary

With a copy to: Legal Affairs Department

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Schedule 2- Services and Insurances

I – Services:

The Services will be as follows:

Service	Deliverables Per Annum
Account Management	Weekly status meetings, including setting weekly Agenda and Contact Reports
	1 Annual Client Review session with Senior Brunswick partner
Horizon Scanning	Horizon scanning –monitoring of relevant local and international news, including news relating to DCT industry peers and regulatory innovations that may impact DCT's reputation - distribute Brunswick's monthly 'Cultural Conversations'
Strategic Planning and Ongoing Advisory	Ongoing advisory on PR-related matters and strategic programme evaluation
	Ongoing review of overarching integrated communications strategy for leadership team including corporate narrative, key messages, themes, content calendar and distribution channels (based on business intelligence from DCT)
	Ideation: Quarterly proposal of potential signature programmes and ideas for review and implementation
	Review up to 6x internal presentations for the Chairman, Undersecretary or Strategic Comms Advisor
	Review of up to 24x press releases drafted by DCT
Crisis and issues management	Review DCT's current crisis manual and draft recommendations for improvement
	Provide strategic counsel around issues and crises for initial 48 hours
Leadership Positioning*	A "top 20" profile list for DCT Leadership to proactively cultivate relationships with (International broadcast and print/podcasts/online)
	Sourcing and organising up to 4x international leadership opportunities (e.g. webinar, panel/speaking opportunities, etc.)
	Drafting of leadership quotes in up to 6x press releases
	Drafting of up to 12x thought leadership pieces (combination of LinkedIn/Op-ed) for DCT Chairman & Undersecretary
	Drafting of up 6x speeches up to 800 words each (for DCT leadership team)
Media coaching	1x Media Coaching sessions with DCT leadership team (Undersecretary and Chairman) inclusive of mock interviews, briefing documents and feedback reports.

Clarification: *Brunswick will liaise with DCT's international advisory firm on international press. Brunswick will help identify international media opportunities and will not engage directly with the international outlets. In addition, Brunswick will support DCT's international advisory firm on messaging in the event the other firm identifies and sources the media opportunity.

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II – Insurances

Insurance Name	Public Liability Insurance
Provider	AIG
Validity	5 May 2021 to 4 May 2022
Limit	AED 4,524,517 Any One Occurrence
Company	Brunswick FZ LLC

Insurance Name	Workmen's compensation & Employer's Liability Policy
Provider	Emirates Insurance
Validity	01 May 2021 to 30 April 2022
Limit	AED 4,000,000 Any One Occurrence
Company	Brunswick FZ LLC

Insurance Name	Professional Liability / Indemnity
Provider	AIG
Validity	30 June 2021 to 30 June 2022
Limit	AED 4,524,517 Any One Occurrence
Company	Brunswick FZ LLC

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DEPARTMENT OF CULTURE AND TOURISM

Schedule 3- Service Charges

Services	
Account Management	
Horizon Scanning	
Strategic Planning and Ongoing Advisory	
Crisis and issues management	
Leadership Positioning	
Media Coaching	
Total fees / Month (USD)	USD 26,095.00
Total fees / Month (AED)	AED 95,833.33
Total fees / Year (USD)	USD 313,140.00
Total fees / Year (AED)	AED 1,149,999.96

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Schedule 4 –

Change Control Process

Requesting Changes

1 Each Party may from time to time request a Change in a notice specifying in as much detail as is reasonably practicable the nature of the Change (the **Change Request**) to the other Party (the **Receiving Party**). The Receiving Party will promptly consider each Change Request.

2. At the request of DCT, the Service Provider will provide DCT with a brief written impact assessment in relation to a proposed Change as soon as reasonably practicable after it receives the request. The impact assessment will include the following (unless DCT specifies otherwise):

   (a) details of the impact of the Change Request on this Agreement including any changes to the Services or other variations to this Agreement;

   (b) the Service Provider's view of the benefits of the proposed Change insofar as it is able to make this assessment;

   (c) subject to paragraph 0, a detailed estimate of any charge for implementing the Change Request;

   (d) the expected timetable for the implementation of the proposed Change and, where appropriate, a proposed project plan;

   (e) details of the impact, if any, of the proposed Change on compliance with any Applicable Law insofar as the Service Provider is able to make this assessment; and

   (f) the acceptance criteria and acceptance testing to be applied to the proposed Change.

3. The Parties will meet to discuss and agree the impact assessment, if applicable, and the Change Request with such amendments as may be required by DCT. Subject to paragraph 05, the Service Provider will have no obligation to commence work and DCT will have no obligation to make any payment, until the relevant Change Request has been fully agreed and signed off in accordance with this Change Control Process.

4. Once a Change Request has been signed by an authorised signatory of each Party, the Change documented in the Change Request will form part of this Agreement, together with any special terms contained in such Change Request. The Service Provider will maintain a log of all Change Requests agreed between the Parties during the term of this Agreement.

5. DCT will have the right to require the Service Provider to implement a proposed Change Request prior to the Change Request being agreed and signed-off if DCT (in its absolute discretion) considers that the Change Request is necessary. The Service Provider will take all such steps as are required to implement this Change Request in accordance with DCT's requirements and the Service Charges will be adjusted to represent the amount agreed by the Parties in the Change Request.

6. Each Party will be responsible for its own costs incurred in the preparation or consideration of Change Requests, impact assessments and in the completion of its obligations described in this Schedule 4.

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DEPARTMENT OF CULTURE AND TOURISM

Authorised signatory for and on behalf of

DEPARTMENT OF CULTURE AND TOURISM

ABU DHABI

Saeed Ali Obaid Al Fazari

Executive Director Support Services

Authorised signatory for and on behalf of

BRUNSWICK FZ LLC

Heather Salmond

Partner, Head of Brunswick Abu Dhabi

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