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OMB No. 1124-0006; Expires July 31, 2023

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
Brunswick Group LLC

2. Registration Number
6826

3. Primary Address of Registrant
245 Park Avenue, 14th Floor, New York, NY 10167

4. Name of Foreign Principal
Legacy Development and Management S.A.E.

5. Address of Foreign Principal
Yehia Zakaria St., Industrial Zone - lot 5
Cairo, Egypt
EGYPT

6. Country/Region Represented
EGYPT

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

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☒ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

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

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Legacy Development and Management S.A.E. is an Egyptian construction and development company.

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) Supervised: Brunswick Group is being engaged by Legacy Development and Management S.A.E. Legacy Development and Management S.A.E. is being engaged by the Ministry of Tourism and Antiquities of Egypt.

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.

Hassan Allam Holding

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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
09/29/2022	Kavitha Reddy	/s/Kavitha Reddy

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Sept. 29, 2022	Kavitha Reddy	Kavitha Reddy

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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
Legacy Development and Management S.A.E.

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? 09/19/2022

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

Brunswick will provide advice and consult on public relations and communications strategy and narrative ahead of the opening of a new museum institution. In addition, Brunswick will assist with account management, selected foundational communications, media training, and crisis management.

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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.

Brunswick will provide advice and consult on public relations and communications strategy and narrative ahead of the opening of a new museum institution. In addition, Brunswick will assist with account management, selected foundational communications, media training, and crisis management.

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.

Preparation of informational materials, including press kits, emails, and conversations with certain members of the press, in order to support the opening of a new museum institution in Egypt. This may include outreach to the U.S. media.

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

Yes ☐ No ☒

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

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

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

Date	Contact	Method	Purpose

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

Yes ☐ No ☒

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

Date Received	From Whom	Purpose	Amount/Thing of Value

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

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

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EXECUTION

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Date	Printed Name	Signature
09/29/2022	Kavitha Reddy	/s/Kavitha Reddy

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Sept. 29, 2022	Kavitha Reddy	Kavitha Reddy

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A HASSAN ALLAM HOLDING COMPANY

SERVICE AGREEMENT

By and Between

LEGACY DEVELOPMENT AND MANAGEMENT S.A.E

("**Operator**")

and

Brunswick Gulf Limited

(برونسويك الخليج المحدودة)

("**Service Provider**")

19 September 2022

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

Table of Contents

RECITALS 3
1. Interpretation 4
2. Appointment of the Service Provider 5
3. Standards of Performance 5
4. Fees 6
5. Variations 7
6. Term and Termination 7
7. Intellectual Property 8
8. Indemnification 8
9. Confidential Information 8
10. Notices 9
11. Entire Agreement 10
12. Severability 10
13. Waiver 10
14. Amendments 10
15. Language 10
16. Applicable Law 10
17. Dispute Settlement 11
Annex A: The Scope of Services 12
Annex B: Personnel 15

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

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A HASSAN ALLAM HOLDING COMPANY

SERVICE AGREEMENT

This SERVICE AGREEMENT (this "**Agreement**" or "**Service Agreement**") is made as of 22 September 2022, (the "**Signing Date**") by and between:

1. **LEGACY Development and Management S.A.E,** a company incorporated and validly existing in accordance with the laws of the Arab Republic of Egypt, registered under Commercial Register No.181277, and having its registered address at Yehia Zakaria Street, Industrial Zone Plot 5, Sheraton Heliopolis, Cairo, Egypt, and herein represented by Mr. Tamer Hamed in his capacity as the Chief Executive Officer (hereinafter referred to as the "**Operator**"); and

2. **Brunswick Gulf Limited (برونسويك الخليج المحدودة),** a company incorporated and validly existing in accordance with the laws of the United Arab Emirates registered under Commercial Register No. CL0320, and having its registered address at Unit 511, Level 5, Gate Village Building 10, Dubai International Financial Centre, and herein represented by Mr. Rupert William Young, acting as authorized signatory (hereinafter referred to as the "**Service Provider**").

(The Operator and the Service Provider shall be referred to individually as a "**Party**" and collectively as "**Parties**").

RECITALS

(A) WHEREAS, the Operator has concluded an operation agreement with the Grand Egyptian Museum Authority ("**GEMA**") on 28 April 2021 (the "**Operation Agreement**"), to operate, maintain, develop, and sublicense certain parts of the Grand Egyptian Museum Complex (the "**Perimeter**").

(B) WHEREAS, the Operator has the right, under Sub-clause 4.1.3.8 of the Operation Agreement, to appoint Service Providers for the purpose of fulfilling its obligations under the Operation Agreement, upon GEMA's written no objection.

(C) WHEREAS, the Operator desires to engage the Service Provider to establish the Grand Egyptian Museum's reputation as better detailed under Annex A for the Grand Egyptian Museum (GEM) development located in Al Giza Desert, Giza Governorate, Egypt. The Service Provider who has a distinctive experience in the field of critical issues, arts strategies, and reputations management and believes that his knowledge of such shall be of benefit to the Operator, agreed to provide the Services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

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1. Interpretation

1.1. In this Agreement, unless the context otherwise requires:

(1)	"Applicable Laws and Regulations"	means all laws, decrees, rules, administrative circulars, orders of any court of record and regulations applicable to this Agreement, whether applicable at the time of execution of this Agreement or at any time during the Agreement Period, whether pertaining to the Government, the GEMA or of municipal.
(2)	"Prudent Industry Practice"	means the practices, methods and acts engaged in or approved by a significant portion of the relevant industry (as the case may be) for services similar to the Services under this Agreement that, from time to time, in the exercise of reasonable judgment in light of the facts known or that reasonably should be known at the time a decision is made, would be expected to accomplish the desired result in a manner consistent with Applicable Laws and Regulations, and the requirements of reliability, safety, environmental protection, economy and expedition.
(3)	"Variation" or "Variation to the Services"	means any change to the Services instructed or approved as a Variation under Clause 5 [Variations].
(4)	"Intellectual Property Rights"	means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

1.2. In this Agreement, unless the context requires otherwise:

a. the table of contents and the headings are inserted for convenience only and do not affect the interpretation of this Agreement;
b. unless otherwise stated, references to Clauses and Annexes are to clauses of and annexes to this Agreement, references to this Agreement include its Annexes and references to a part or paragraph are to a part or paragraph of an Annex to this Agreement;
c. references to this Agreement or any other document or to any specified provision of this Agreement or any other document are to this Agreement, that document or that provision as from time to time amended in accordance with the terms of this Agreement or that document or, as the case may be, with the agreement of the relevant parties;
d. words importing the singular include the plural and vice versa, words importing a gender include every gender and references to a person include an individual,

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

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corporation, partnership, any unincorporated body of persons and any government entity;

e. references to time are to Cairo, Egypt time.

1.3. In this Agreement, unless the context requires otherwise, a reference to any statute or statutory provision includes:

a. any subordinate legislation made under it; and
b. any provision which it has superseded or re-enacted (with or without modification), and any provision superseding it or re-enacting it (with or without modification), before or on the date of this Agreement, or after the date of this Agreement.

2. Appointment of the Service Provider

2.1. The Operator hereby appoints the Service Provider with effect from the Signing Date to perform the Services to the Operator as better detailed under Annex A, and the Service Provider accepts such appointment and agrees to perform the Services and its other obligations set out herein subject to the terms and conditions of this Agreement and in accordance with all Applicable Laws and Regulations. The appointment of the Service Provider shall take effect on the Signing Date and continue until this Agreement is terminated under Clause 6.

2.2. The appointment of the Service Provider is that of an independent contractor, whereby no relationship of employment, Service Provider or partnership is created between the Service Provider and the Operator. In all matters relating to this Agreement, the Service Provider shall act as a principal vis-a-vis third parties and shall have no authority, expressed or implied, to act on behalf of the Operator, unless he/she is provided with a specific power of attorney from the Operator in writing.

3. Standards of Performance

3.1. The Service Provider shall use its reasonable efforts to provide the Services in a professional and responsible manner per Prudent Industry Practice, with reasonable skill and care using the same standard of care a reputable arm's-length third party provider of such services would use in performing the Services.

3.2. The Service Provider shall not do or commit any act, matter or thing which would prejudice or bring into disrepute in any manner the business or reputation of the Operator. In that respect, the Service Provider hereby acknowledges that the Operator is under an obligation to fulfil its obligations set out in the Operation Agreement and hence the Services must be rendered to ensure such obligations are fulfilled.

3.3. The Service Provider shall observe and comply with all laws, rules and regulations applicable in the Arab Republic of Egypt or otherwise applicable to the Service Provider, as well as the lawful orders and reasonable directions given to it from time to time by the Operator.

3.4. The Service Provider undertakes and acknowledges that he shall fully commit to perform his duties and obligations under this Agreement and those required by the Operator, as set out in Annex A.

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

3.5. The Service Provider shall carry out his duties in an independent, proper, loyal and efficient manner and shall not take any action to adversely affect the interest and reputation of the Operator.

3.6. The Service Provider shall exercise the highest level of care and diligence applicable and shall ensure that all requisite consents/approvals necessary for facilitating the Services are obtained from all pertinent governmental and private parties, in accordance with the Applicable Laws and Regulations and Prudent Industry Practice.

3.7. The Service Provider agrees that he shall comply with all tax, social security and legal formalities and obligations with respect to the execution of his business and shall indemnify and hold the Operator harmless against any and all claims in such regard including fines and late payment interests.

3.8. The Service Provider shall not appoint any sub-Service Provider or adviser to perform his obligations hereunder or any part thereof, without the prior written approval of the Operator. In the event the Operator so approves, such sub-Service Providers or advisors shall not be deemed employees of the Operator and the Service Provider shall be solely liable for the payment of their remuneration and for any of their acts or omissions vis-à-vis the Operator and third parties.

3.9. The Service Provider shall have no authority to enter into contracts or to incur any other legally binding commitment on behalf of the Operator.

3.10. This Service Agreement is non-exclusive. The Operator is free to consult other experts in the Service Provider's field of specialization.

3.11. The Operator shall have the right to supervise the Service Provider's work to ensure his compliance with his duties under this Agreement.

4. Fees

4.1. In consideration for the Service Provider's provision of the Services, to that level deemed satisfactory by the Operator, the Operator shall pay the Service Provider fees of an amount of USD 132,000 (One Hundred Thirty-Two Thousand US Dollar) (the "**Fees**") (excluding VAT applied in Egypt). To be invoiced in two (2) equal tranches of USD 66,000. The first invoice is to be issued upon signature of this Agreement and the second invoice is to be issued upon the Term of this Agreement. Such Fees shall be subject to the provisions of Clause 6 [Term and Termination].

4.2. The Service Provider will be entitled to out-of-pocket expenses and disbursement properly incurred in connection with the performance of the Services (the "**Business Expenses**"). The Business Expenses shall be for an amount not to exceed 5% (five percent) of the Fees. The Business Expenses shall cover the travel expenses for the provision of the Services including, *inter alia*, air tickets, hotel accommodation, visits and any other transportation expenses, etc. as reasonably incurred by the Service Provider. To be able to be reimbursed the Business Expenses, the Service Provider shall provide the Operator with the actual invoices and supporting documents for the Business Expenses as reasonably incurred.

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

4.3. The Service Provider shall submit an invoice to the Operator, for approval, with each payment milestone and the Operator shall make payment within 30 (thirty) calendar days after approval of the relevant services and receiving the complete approved invoice.

4.4. The agreed Fees are net of the applicable taxes in Egypt.

5. Variations

5.1. A Variation to the Services may be initiated by the Operator by issue of a written variation notice to the Service Provider at any time prior to completion of the Services. The Operator may request the Service Provider to submit a proposal in respect of a proposed Variation. If the proposal is accepted by the Operator, then the Variation shall be confirmed in writing by the Operator by issue of a Variation notice. Any such Variation shall not substantially change the extent or nature of the Services.

5.2. The Service Provider and the Operator shall agree on the value of any Variation, or its method of calculation, including its impact (if any) upon other parts of the Services or its time for completion.

6. Term and Termination

6.1. The Services shall continue for a period of 3 (three) months (the **"Term"**) starting from 19 September 2022 up to 19 December 2022, subject to extensions as granted by the Operator in writing at it deems necessary.

6.2. The Operator may at any time, without prejudice to any other rights or remedies it may possess and without the need for a legal notice, or court ruling, terminate this agreement in the following circumstances if not rectified within a period of 7 (seven) calendar days from the date of being notified, if capable of being rectified, if the Service Provider;

a. materially breaches this Agreement;
b. has abandoned or repudiated the Contract;
c. assigns or transfers the Contract or any right or interest therein in violation of the Agreement.
d. has without valid reason failed to commence work promptly;
e. persistently fails to execute the Agreement in accordance with the Agreement or persistently neglects to carry out its obligations under the Agreement without just cause;

6.3. The Service Provider hereby agrees that in the event that the Operation Agreement with GEMA is terminated or suspended during the course of this Service Agreement for any reason whatsoever, GEMA shall have the right, in its sole discretion, to step into this Agreement in substitution of the Operator. In this case, all the rights and obligations of the Operator under this Agreement shall be transferred and assigned to GEMA.

6.4. The Operator may terminate this Agreement at its own discretion subject to giving the Service Provider not more than 14 (fourteen) calendar days written notice and paying the Service Provider's fees for the Services performed up until the termination date. For the avoidance of doubt, the total liability of the Operator shall be limited to the aforementioned compensation.

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

6.5. It is agreed between the Parties that this Agreement shall automatically terminate without the need to serve a notice or obtain a court order if either Party goes into liquidation (otherwise than for the purpose only of amalgamation or reconstruction) or shall have a receiver appointed or shall make any composition or arrangement with its creditors or any other analogous insolvency event occurs.

6.6. Upon termination pursuant to this clause or otherwise and for any reason, the Service Provider shall cease to use the Intellectual Property (IP) Rights and shall return to the Operator all hard copy documents containing or referring to the IP Rights in its possession or under its control including, but not limited to copies of any policies, procedures and processes, any specific writings, drawings, or other confidential information or intellectual property rights in relation to the Services.

7. Intellectual Property

7.1. It is hereby expressly acknowledged and agreed by the Service Provider that title to Intellectual Property Rights in all documents, computer software and drawings provided by the Service Provider or prepared with the assistance of the Operator or otherwise contained in materials in relation to the Services shall be owned by the Operator and GEMA. To the extent that the Intellectual Property Rights include any trade secrets, the Service Provider shall not reveal, distribute, or otherwise disclose the trade secrets to any third party.

7.2. Neither the Service Provider nor the Operator will use each other's name, logo, or trademarks in any manner without the express written consent of one another.

7.3. The Service Provider shall not be entitled to use the intellectual properties of the GEM, including inter-alia, logos and marks without the prior written approval of the GEMA through the Operator.

7.4. This Clause 7 shall survive termination of this Agreement.

8. Indemnification

8.1. To the fullest extent permitted under the Egyptian law, the Service Provider undertakes to indemnify and hold harmless the Operator from and against all third-party claims, liabilities, losses, damages, and expenses incurred by the Operator, wholly and directly resulting from a breach of this Agreement by the Service Provider under this Agreement.

8.2. The Service Provider undertakes to re-work/ re-do any unapproved services by the Operator, not in line with the terms, scope, or the required level of quality, to the satisfaction of the Operator.

9. Confidential Information

9.1. Without prejudice to the non-disclosure agreement (NDA) signed between the Operator and the Service Provider on 5 April 2022, for the purposes of this Agreement, confidential information means all the information disclosed by the Operator to the Service Provider (or by GEMA to the Operator) of confidential and/or proprietary nature including but not limited to any information that is mentioned in any purchase order that is related to the customers,

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

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deliveries and/or prices, whether in written, oral, graphic, electromagnetic, digital or any other form whatsoever (the "**Confidential Information**"), received by the Service Provider and/or Service Provider's employees or to which the Service Provider and/or Service Provider's employees has been provided access.

9.2. Neither the Service Provider nor Service Provider's employees has the right to use any Confidential Information received hereunder, other than for the purpose of this Agreement, nor disclose to any third party any such Confidential Information except with the Operator's prior written consent.

9.3. The following cases shall not be considered disclosure of Confidential Information:

a. The Confidential Information is required to be disclosed by law, by order of competent authority or by any supervisory, regulatory, or governmental body having jurisdiction over the Operator and whether or not the requirement has the force of law.
b. The Confidential Information, at the time of disclosure being made, is in the public domain.
c. The Confidential Information, on a date subsequent to disclosure being made, becomes part of the public domain.

9.4. Upon the termination, rescission or expiration of this Agreement, the Service Provider shall:

a. return to the Operator or destroy, delete, or eradicate all the Confidential Information held in hard copy format and present the certificate of such destruction; and
b. cease all further use of the Confidential Information.

10. Notices

10.1. A notice or other communication given under or in connection with this Agreement ("Notice") must be: (a) in writing; and (b) delivered personally, via e-mail or sent by pre-paid recorded delivery, or courier using an internationally recognized courier Operator to the Party due to receive the Notice to the address set out in Clause 10.

10.2. A Party may change its notice details by giving not less than 5 (five) Business Days' written notice of the change to the other Parties received before the Notice was dispatched.

10.3. Unless there is evidence that it was received earlier, a Notice is deemed given:

a. if delivered personally or sent by courier, when left at the address referred to in Sub-clause 10.4.;
b. if sent by pre-paid recorded delivery, at 9.30 a.m. on the second Business Day after posting it; and
c. if delivered via e-mail, when sent at the e-mail address referred to in Sub-clause 10.4.

10.4. The addresses referred to in this Clause are:

In the case of the Operator;	In case of the Service Provider;
Address: Yehia Zakaria Street, Industrial Zone Plot 5, Sheraton Heliopolis, Cairo, Egypt.	Address: Unit 511, Level 5, Gate Village Building 10, Dubai International Financial Centre.
Attention: Mr. Tamer Hamed	Attention: Ms. France Desmarais
E-Mail: tamer.hamed@hassanallam.com	Email: fdesmarais@brunswickgroup.com

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

11. Entire Agreement

11.1. This Agreement, including the Annexes attached hereto, represents the entire agreement between the parties in relation to the subject matter thereof. This Agreement supersedes any or all previous agreements or arrangements, whether oral or written, between the parties in respect of the Rights or other contents of this Agreement.

11.2. Nothing in this Agreement shall be interpreted or construed in contradiction with the Operation Agreement or relief the Operator of its obligations under the Operation Agreement.

12. Severability

12.1. If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner. The Parties, if necessary, will negotiate in good faith with a view to agreeing to one or more provisions, which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision.

13. Waiver

13.1. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. Amendments

14.1. This agreement may not be amended or modified except by an instrument in writing signed by the parties hereto and approved by GEMA prior to signing.

15. Language

15.1. All notices required to be given by one Party to the other Party and all other communications, documentation, and proceedings, which are in any way relevant to this Agreement, shall be in writing and in Arabic and English languages.

15.2. This Agreement is made and signed in the English language. The Agreement shall be translated into the Arabic Language if required for the fulfilment of any of the Parties' obligations under this Agreement. The translations shall be made by the Party requiring such translation and the translations cost shall be borne by this Party. In the event of differences between the two versions (English and Arabic), the English language shall prevail.

16. Applicable Law

16.1. This Agreement shall be governed and construed in accordance with the laws of the Arab Republic of Egypt.

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

17. Dispute Settlement

17.1. Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its interpretation, execution, performance, existence, validity, or termination thereof, shall be referred to and finally resolved by arbitration in accordance with the Rules of Arbitration of the Cairo Regional Centre for International Commercial Arbitration ("CRCICA"), which rules are deemed to be incorporated by reference in this Clause. The language of Arbitration shall be the English Language and the tribunal shall consist of 3 (three) arbitrators appointed in accordance with CRCICA Rules, and the Seat of arbitration shall be Cairo, Egypt.

17.2. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

17.3. The dispute resolution provisions contained in this Clause 17 shall survive termination of this Agreement.

17.4. Any Award made in arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date it is made, and the Operator and the Consultant agree and undertake to carry out such award without delay.

17.5. The Operator and the Consultant agree that an award may be enforced against the Operator and/or the Consultant, as the case may be.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

This Agreement has been drawn in two counterparts; one for each Party to act upon.

SIGNATORIES

For and on behalf of the **Operator;**	For and on behalf of the **Service Provider;**
LEGACY Development and Management S.A. E	**Brunswick Gulf Limited**
Name: Mr. Tamer Hamed	**Name:** Mr. Rupert William
Title: _____	**Title:** _____
Signature: _____	**Signature:** _____

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

Annex A: The Scope of Services

Brunswick Gulf Limited (the Service Provider) scope of Services includes the following items:

1. Account Management.
2. Strategic Planning.
3. Selected Foundational Communications.
4. Media Training.
5. Press Office Function.
6. Issues/Crisis Management.

The Service Provider shall assemble its team members to perform the Services (Full biographies are included in Annex B of this Agreement). Below are the detailed deliverables which shall be provided by the Service Provider under this Agreement.

1. Account Management - Deliverables

- Ongoing support from local and global teams.
- Access to global Brunswick leadership.
- Creation and upkeep of project plan, activity tracker, timeline, and accountability matrix.
- Two (2) weekly status calls with the Operator.
- Weekly alignment meetings with the Operator to ensure alignment in progress, strategy, approach.
- Three (3) days in Cairo for up to three (3) members of the Service Provider's international team.

2. Strategic Planning - Deliverables

A. Insight: Landscape Analysis Building Upon Insights Presented in the Service Provider pitch
- Two (2) times strategy workshops (four (4) hours).
- Stakeholder mapping framework (analysis, objectives, and prioritization strategy).
- Key stakeholder and audience groups such as Egyptophiles, Academics; Ministry and government officials, travel agents should be included in this mapping and prioritisation of messaging.

B. Strategy Development
- Strategic proposition.
- Review of existing narrative / drafting of overarching narrative in collaboration with Ministry and key internal stakeholders.
- Key story-telling themes.
- Messaging framework per audience.
- Partner & supplier handbook - how to speak about the GEM.
- Master Q&A (regional and international).
- Opening contingency communications framework - issues preparedness and response.

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

3. Selected Foundational Communications - Deliverables

A. Mission and Vision Statements
- Two (2) times workshops (two (2) hours each).
- Three (3) times drafts with edits.
- Translation of English to Arabic of final draft.
- Institutional mission statement.

B. Media Targets
- Identification of top forty (40) global media to engage - who and why.
- Engagement strategy based on contingency communications framework.
- Identification of global GEM "advocates" - museum and destination peers who can be engaged pre-launch whose audiences will amplify messaging and engagement in key markets.
- Engagement strategy, networking opportunities, pre-launch dialogues.

4. Media training - Deliverables

- Half day media training sessions (up to four (4) participants).
- Half day English.
- Performance overview of each participant.
- Half day Arabic.

Note: exclusive of travel costs; videographer required; at the Operator's cost.

5. Press Office Function - Deliverables

A. Press liaison
- Active outreach and engagement with top twenty (20) local/ regional/ international journalists from key territories agreed on with the Operator to proactively build and develop relationships with GEM.
- Identify up to ten (10) regional and international influencers and content creators.
- Briefing materials on key messaging to all local media partners.
- High-level briefing meeting with key local media, with the Operator support.

B. Press kit
- Advisory on needed components of digital press kit; the Operator to provide and supply video and photo assets for press use with credits.
- Develop bilingual (English / Arabic) boilerplate.
- Factsheet (Museum's architecture, narrative, collection, programming, offerings/services).
- Spokespersons' biographies.
- Image sheet of key visuals - collection highlights.

C. Releases
- Up to two (2) press releases.
- Up to two (2) speeches.

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

- Up to two (2) written Q&As.

D. Partnerships
- Up to two (2) paid media partnerships (cost of partnership to be covered by the Operator).

E. Translation
- Translation of all content developed (English / Arabic) as per the above SoW (forty-eight (48) hours turnaround, additional fee for other languages).
- Forty-eight (48) hours for two thousand one (2001) characters and above.
- Forty-eight (24) hours for two thousand (2000) characters and below.

6. Issues / Crisis Management - Deliverables

- Development of a crisis management approach including spokesperson matrix.
- Critical Q&As (market specific).
- Up to four (4) scenario plans.
- Digital media crisis protocol and escalation process.

7. Excluded Services

1. Acquisitions and collection advisory.
2. Defence projects/activist work.
3. Media buying / advance payments to media partners.
4. Social media monitoring and/or advisory.
5. Issues and crisis monitoring/reporting.
6. Liaison with third parties outside of the Operator-appointed partner agencies (travel agencies, national tourism boards and Ministries).
7. Rich media asset content creation – videography/photography.
8. Travel and accommodation costs (Clause 4 [Fees] shall apply).
9. Translation to languages other than English/Arabic.
10. Internal communication programs.
11. Product launches and associated marketing activity.
12. Public affairs.
13. Secondments.
14. Events management.
15. Opinion/perception research.
16. Monitoring and market intelligence including governmental, regulatory, and political monitoring.
17. Political contact program.
18. Presentation training.
19. Sponsorship.
20. Marketing and advertising copy and advice.
21. Measurement and evaluation (media evaluation).
22. Online and video campaigns.

------- End of Annex A ------

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

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Annex B: Personnel

The Service Provides shall assemble the team members to perform the Services:

1. France Desmarais
2. Annie Belz
3. Rayyah Fathalla
4. David Lasserson
5. Liza Eliano
6. Noorhan Barakat
7. Janah Mouallem
8. Sujvi Shetty
9. Hesham Elkammash
10. Rania Azab – 4PR
11. Noha Shaheen – 4PR

Full biographies:



France Desmarais,

Partner – Head of Brunswick Arts Gulf

With global experience in high impact positions, France Desmarais brings 25 years of institutional creation, strategic development and change management in diverse, complex public and private cultural organisations. As an executive arts and heritage leader, she has transformed and established institutions, while navigating through crises, and raising and managing important funds in the process.

Until the end of 2021, she was a Senior Museums Director in Saudi Arabia, leading the creation of new museum institutions, and spearheading a World Heritage Site.

Prior to that, she helped set-up a new public-private foundation with international organisation status in Switzerland, serving as Founding Scientific Director and Deputy Executive Director of the International Alliance for the Protection of Heritage in Conflict Areas (ALIPH).

It is as a Director at the International Council of Museums (ICOM) in Paris, where she was spokesperson of the organisation, handled all museum- and heritage-related matters and represented the NGO on the global stage, including through its consultative status to the different UNESCO Conventions, that she created an International Observatory on Illicit Traffic in Cultural Goods and co-drafted the latest UNESCO normative instrument on museums and collections.

Previously, France was a development executive and Head of Strategic Initiatives at the McCord Museum in Montreal, and a lecturer at Lebanese University. Throughout her career, France sat on several Board of Directors and Scientific Committees. She is currently a member of the British Council's Cultural Protection Fund's Advisory Body

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM



Rayyah Fathalla

Director

Rayyah Fathalla is a cultural diplomacy expert with 18 years of experience leading in the creative and education sectors in MENA, delivering large scale national and regional projects in non-profit, governmental and startup environments.

She specializes in developing strategic and creative concepts for cultural and educational organizations including festivals, conferences, exhibitions, performances, and cultural exchanges.

Her areas of expertise include intercultural dialogue and the facilitation of a deeper understanding of the Arab culture and heritage, creative industries, education reform, the development and promotion of artists and educators in the Gulf, as well as Disability Arts and its use for rehabilitation, reconciliation, and therapy.

Rayyah holds a BFA in Metalsmithing and Jewelry from the University of North Texas and an MA in Jewelry from London Metropolitan University. Her previous positions include Director of Community Engagement at Expo 2020 Dubai, Founding Director of Center of Excellence for Arabic Language, Culture and Arts at Bloom, Arts and Education Lead at the British Council, as well as Curator of Al Riwaq Art Space in Bahrain.



Annie Belz

Director

With over a decade's experience in contemporary art, media, and luxury, Annie brings a network of global stakeholders and dynamic advisory expertise to a diverse client base.

Prior to joining Brunswick, she created cultural partnerships between brands and arts institutions and advised museums and nonprofits on communications strategy through her own consultancy. Previously, she was Director of Advertising at Artforum magazine, and her portfolio of past clients includes leading museums, nonprofits, galleries, art fairs, artists, luxury brands, real estate firms, and hospitality groups.

Annie has lived and worked in France, Turkey, and the United Kingdom. She has led business development on behalf of media companies in Europe, the Middle East, the Arab world, and Latin America. She has professional fluency in French and aspirations of fluency in others.

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

She received her BA (Summa cum laude) in English from Wheaton College (MA) with minors in Art History and French Language and Literature, and she holds an M.St. in English Language and Literature from the University of Oxford.



David Lasserson

Director

Before joining Brunswick Arts in 2008 David worked as a freelance journalist for The Guardian, BBC Radio and TV, and for The South Bank Show on ITV. He was also a professional musician, touring internationally with the London Mozart Players, Royal Philharmonic and BBC Orchestras.

David studied English Language and Literature at Oxford University, before postgraduate study at the Royal Academy of Music.

His projects have included work with the British Museum, in particular on its temporary exhibition programme and the launch of its World Conservation and Exhibition Centre. Other clients have included UBS, Welcome Collection, National Poetry Day, National Museums Scotland, Abu Dhabi Festival, English Touring Opera and Sadler's Wells.



Liza Eliano

Director

Liza Eliano joined Brunswick Arts as an Account Director in the New York office. Prior to joining Brunswick, Liza worked at the arts and culture communications agency FITZ & CO, where she executed strategic media campaigns for a range of international clients including all three Art Basel shows in Miami Beach, Hong Kong and Basel, Switzerland; The Serralves Foundation in Portugal; Cheim & Read gallery; The Noguchi Museum in New York; CENTRO university in Mexico City, as well as clients with a particular focus in the Middle East such as Sharjah Art Foundation and the National Pavilion of the United Arab Emirates at the 56th Venice Biennale. Prior to FITZ & CO, Liza was an Associate Publicist for Random House, Inc. where she worked on both traditional and digital media campaigns for major authors, managed the social media accounts for the Random House Publishing Group division and helped organize special events. Liza has also written and edited for the online art publications Hyperallergic and Art F City and interned in the curatorial department at MoMA PS1 where she assisted on Clifford Owen's Anthology exhibition among other projects. Liza holds a bachelor's degree in Art History from Barnard College and was born and raised in New York.

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM



Noorhan Barakat

Associate

Noorhan is an Egyptian national and an experienced bilingual editor and corporate communications professional, with a background in journalism. She is a proficient copywriter and editor, with an eye for details, and a strong understanding of the nuances of both the Arabic and English languages.

Having worked for two reputable UAE organizations - Gulf News, as a news reporter, and later as an editor, communications and PR specialist at NAMA Women Advancement Establishment and its affiliate entities - Noorhan brings a diverse skillset that includes content and strategy development, and a deep understanding of the media landscape in the region.

Noorhan holds a BA in Mass Communications – Journalism, from the American University of Sharjah.



Janah Mouallem

Account Director

Prior to joining Brunswick, Janah was a senior consultant at a strategic communications consultancy that supports governments and global leaders through sophisticated programs that shape awareness, guide opinion and enhance public understanding.

Having worked mainly with many regional government entities, Janah has immense experience in developing media kits and media briefs and identifying appropriate channels and media stakeholders using a sound understanding of the assigned client's geo-political landscape. Janah is also proficient in bilingual content creation and in developing and executing communications plans through data-led insights.

Janah holds a BA in Mass Communication and Media Studies from the American University of Sharjah.



Sujvi Shetty

Executive

Sujvi Shetty is an Executive in Brunswick, Abu Dhabi. Prior to joining Brunswick, she interned at Centre Français d'Archéologie et de Sciences Sociales, UAE- Archaeological prospection of 'Julfar Ware' pottery sites in Ras al

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

Khaimah, she also interned at National Institute of Advanced Studies, Bangalore, as a Research assistant in a project pertaining to South Indian Archaeology.

Sujvi Shetty has completed her master's degree in Classical Art and Archaeology from University of Edinburgh, Edinburgh, UK. She also holds a bachelor's degree in Archaeology and History of Art from Sorbonne University, Abu Dhabi.



Hesham Elkammash

Executive

Hesham Elkammash is an Egyptian national who started his PR career in 2018 with Jupiter Commz. Based in Cairo, he acquired a range of capabilities, responsible for client relations, media relations and PR events management activities for a wide range of clients including Total Energies, British American Tobacco, CDC Investments, Integrated Diagnostic Holdings, and IACC Shopping & Logistics.

Previously, Hesham was a Sales & Marketing Engineer joining both teams of Triangle Group for Trading and Ghabbour Auto in Egypt.

He started his career working for Al Andalusia medical services group, working in project management on behalf of their hospitals and health care services across Egypt and Saudi Arabia.

Hesham holds a bachelor's degree in Electro-Mechanical Engineering from Alexandria University, Egypt.



Rania Azab

CEO, 4PR

Rania Azab is Group CEO of 4PR Group headquartered in Cairo, Egypt, offering consultancy to clients throughout the Middle East and North Africa. 4PR Group is reputation management consultancy serving a wide variety dynamic and world-leading companies. With a strong understanding of local and regional markets, and always up to date on current international trends, Rania advises world leading organizations across the Middle East in the fields of strategic consultancy, Reputation management, crisis and issue management, Public affairs, government relations as well as training. Prior to founding 4PR Group, Ms. Azab engineered the public re-launch of the Egyptian Stock Exchange, including the establishment of its own PR and Communications Department – a first in the Egyptian public sector Ms. Azab's career began in advertising in 1992, starting out as an account executive at Tarek Nour Communications, and progressing to Account Director at the D'Arcy International Advertising Network. Afterwards she established 4PR Group & since then, she has worked on a

Received by NSD/FARA Registration Unit 09/29/2022 2:23:32 PM

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comprehensive portfolio of local and international accounts, including ExxonMobil, Americana Group, Procter & Gamble, BonnelliErede, Mitsubishi Japan, EmaarMisr, Credit Agricole, Nissan as well as consultancy for several ministries such as: Tourism, Transport and Investment. Rania is also PROI EMEA Vice Chair and Board Member. PROI worldwide, the largest global network of independent public relations and marketing agencies.



Noha Shaheen

Account Manager, 4PR

Noha Shaheen is an account manager at 4PR Group since 2018 handling several national and multinational clients. Noha is a German University in Cairo graduate double majoring in Marketing and Economics. She is a hard-working and organized team player that believes that hard work comes first, pay-off comes later.

Noha is always motivated to enhance her knowledge and challenge her skills with new projects. In her role, she always encounters new challenges and has worked with several brands such as: Careem, Emaar, Nestle Waters, SWVL, Amgen, Huhtamaki, Geely, and more.

------- End of Annex B ------

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