Received by NSD/FARA Registration Unit 08/03/2023 8:42:30 AM

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
FTI Consulting (SC) Inc.

2. Registration Number
7120

3. Primary Address of Registrant
555 12th Street NW, Suite 700, Washington, DC 20004

4. Name of Foreign Principal
Dubai Corporation for Tourism and Commerce Marketing

5. Address of Foreign Principal
4th Floor, One Central The Offices 2, Dubai World
Dubai
UNITED ARAB EMIRATES

6. Country/Region Represented
UNITED ARAB EMIRATES

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

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

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

a) Branch or agency represented by the registrant
Dubai Corporation for Tourism and Commerce Marketing

b) Name and title of official(s) with whom registrant engages
Issam Kazim, Chief Executive Officer

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

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

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

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

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

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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EXECUTION

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

Date	Printed Name	Signature
08/03/2023	Curtis P. Lu	/s/Curtis P. Lu

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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
August 2, 2023	Curtis P. Lu	Curtis P. Lu

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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
FTI Consulting (SC) Inc.	7120

3. Name of Foreign Principal
Dubai Corporation for Tourism and Commerce Marketing

Check Appropriate Box:

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

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

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

7. What is the date of the contract or agreement with the foreign principal? 04/01/2023

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

The registrant will provide the foreign principal with strategic advisory services to advance the foreign principal's communications, public relations priorities, and stakeholder/investor relations engagement in the U.S. For the performance of these services, the foreign principal will pay the registrant a monthly retainer fee of $83,333, plus certain expenses. Note that the agreement has a commencement date of April 1, 2023, but was executed on July 25, 2023.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will provide the foreign principal with strategic advisory services to advance the foreign principal's communications, public relations priorities, and stakeholder/investor relations engagement in U.S., in line with the foreign principal's objectives to build deeper awareness and understanding of Dubai's economic ecosystem, business, investment offering, talent attractiveness and livability propositions with specific audiences in key sectors/markets.

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

Yes ☒ No ☐

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

In the course of providing the services described above, the registrant may engage in communications with members of the U.S. media as well as members of the U.S. business community and other relevant stakeholders. The registrant's political activities are not expected to include communications with U.S. government officials.

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.

See Appendix for Response

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

Date	Contact	Method	Purpose
			No Political Activity Contacts to Report

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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 ☒

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

Date Received	From Whom	Purpose	Amount/Thing of Value

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

Yes ☒ No ☐

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

Date	Recipient	Purpose	Amount/Thing of Value
05/09/2023-05/18/2023	Various	Taxis/Uber for short form registrants	$ 191.34
05/13/2023-05/18/2023	Various	Meals for short form registrants	$ 391.52
05/13/2023-05/18/2023	Various	Miscellaneous expenses for short form registrants (wi-fi and mobile phone expenses)	$ 83.65
			$ 666.51
			Total

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

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

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EXECUTION

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

Date	Printed Name	Signature
08/03/2023	Curtis P. Lu	/s/Curtis P. Lu

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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
August 2, 2023	Curtis P. Lu	Curtis P. Lu

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Appendix

Response to Item 11-Description

The registrant has provided the foreign principal with strategic advisory services to advance the foreign principal's communications, public relations priorities, and stakeholder/investor relations engagement in U.S., in line with the foreign principal's objectives to build deeper awareness and understanding of Dubai's economic ecosystem, business, investment offering, talent attractiveness and livability propositions with specific audiences in key sectors/markets. The registrant has not engaged in communications with members of the U.S. media.

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THIS SERVICES AGREEMENT is entered into on 20 July 2023

Between:

THE FIRST PARTY

Name: Dubai Corporation for Tourism and Commerce Marketing

Address: 4th Floor, One Central, The Offices 2, Dubai World Trade Centre, PO Box 594, Dubai UAE

Represented by (name and position): Issam Kazim, Chief Executive Officer

Hereinafter called the (the "**Client**"); and

THE SECOND PARTY

Name: FTI CONSULTING (SC) Inc.

Address: 555 12th Street, NW, Suite 700, Washington, DC 20004

Represented by (name and position): Cory Fritz, Managing Direction

Hereinafter called the ("**Service Provider**").

The Client and the Service Provider shall be referred to hereinafter either individually as a **Party** or collectively as the **Parties**.

WHEREAS, the Client wishes to appoint the Service Provider to provide the Services (as defined in the General Conditions) and the Service Provider has agreed to provide the Services.

WHEREAS, such Services shall also be provided to the parent company of the Client, the Department of Economy and Tourism, and its wholly-owned subsidiaries (collectively, "**DET**").

NOW, THEREFORE, it is agreed as follows:

1. This agreement between the Parties is comprised of:

   1.1. this Services Agreement, including the Particulars and Additional Clauses, which shall consist of and comprise an integral part of this Services Agreement;

   1.2. the Schedules to this Services Agreement; and

   1.3. the General Conditions.

2. In this Services Agreement, unless otherwise expressly specified, words and expressions shall have the meanings assigned to them in Clause 1.1 of the General Conditions.

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3. With effect from the Commencement Date (as defined herein), the Client appoints the Service Provider to provide the Services ("**Project**"), and the Service Provider hereby accepts the appointment in accordance with the terms and conditions of this Services Agreement.

PARTICULARS AND ADDITIONAL CLAUSES

1. Commencement Date and Term

1.1. **Commencement Date:** The Commencement Date of this Agreement is 1st April 2023.

1.2. **Term:** This Agreement shall commence on the Commencement Date and shall continue and remain in full force and effect for a period of 2 years renewable by 1 year upon Business Unit acceptance and confirmation (the "**Initial Term**"), unless terminated in accordance with the provisions of this Agreement or as otherwise agreed by the Parties in writing. The Client shall notify the Service Provider in writing, at least 30 days prior to the expiration of the Initial Term or any Renewal Term (as defined herein), of whether or not it intends to renew this Agreement for an additional period of one year from the expiration of the Initial Term (the "**Renewal Term**," and with the Initial Term, the "**Term**"), and upon providing such notice this Agreement shall be automatically renewed. Any such Renewal Term will be subject to the same terms and conditions of this Agreement. For the sake of clarity, if the Client does not renew the Initial Term, the Initial Term shall be deemed the Term of this Agreement.

2. Project

2.1. The Project involves the appointment of a strategic communications partner to support DET's global communications, public relations priorities, and stakeholder/ investor relations engagement in USA, in line with the department's objectives to build deeper awareness and understanding of Dubai's economic ecosystem, business, investment offering, talent attractiveness and livability propositions with specific audiences, in key sectors/markets.

3. Data Protection

3.1. In the course of provision of the Services to the Client pursuant to this Agreement, the Service Provider may process or handle personal data on behalf of the Client. The Service Provider agrees to comply with the provisions of the data processing

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agreement as set out at Schedule 2 (*Data Processing Addendum*) with respect to any personal data collected and processed for or behalf the Client in relation to the Services.

4. Right of Suspension

The Client may suspend all or any part of the Services by providing prior written notice to the Service Provider, and the Service Provider shall immediately make arrangements to cease performance of the relevant part of the Services and minimise expenditure, but shall continue to perform any unsuspended part of the Services. The Client may, at any time, authorise resumption of the suspended part of the Services by notifying the Service Provider in writing of the part of the Services to be resumed and the effective date of the withdrawal of the suspension. The Services shall be promptly resumed by the Service Provider on effective date of resumption of Services after receipt of such notification, and the Term of this Agreement may be extended for the period of such suspension at the Client's discretion upon written notice. Upon the Client's notification to resume the Services, the Service Provider shall update the project plan and payment schedule (as required) for the Client's prior written approval. For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, payments by the Client shall not commence until the Client approves the updated payment schedule.

5. Strategic Communications Plans

5.1. Before the Service Provider is authorized to commence Services on a Strategic Communications Plan, the Agency and Client shall agree on a Strategic Communications Plan substantially in the form set forth in Schedule 3 (*Template Strategic Communications Plan*) to this Agreement. For the purposes of this Agreement, each Strategic Communications Plan shall be considered a Project Plan as that term is defined in Clause 1.1 of the General Conditions.

5.2. In each Strategic Communications Plan the Parties shall agree to key performance indicators ("**KPIs**").

6. Performance Bond Waived

6.1. The Client waives the requirement of a Performance Bond in connection with this Agreement; and, in lieu thereof, Client shall (a) withhold from each invoice from Service Provider ten percent (10%) of the amount of Service Provider's professional

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fees billed on the invoice, and (b) release and pay to Service Provider the withheld amount from each invoice ninety (90) days after the amount was first withheld (*i.e.*, ninety (90) days after payment was due on the invoice).

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IN WITNESS whereof, the Parties have caused their duly authorised representatives to execute and deliver this Services Agreement in two (2) original copies, on the date first above written.

For and on behalf of Dubai Corporation for Tourism and Commerce Marketing:

Signature: Signer Distinguished Name: CN=AHMAD ALFALASI + SERIALNUMBER=784197[illegible]3009103, OU=UAE PASS, O=UAE Government, L=Dubai, C=AE Signature date: 20[illegible]4:16 +04:00

Name: Issam Kazim

Designation: Chief Executive Officer

Stamp:

Witnessed by:

Signature: Saed Alawadi

Name: Saed Mohammad Alawadi

Designation: CEO – Corporate Support Services

For and on behalf of FTI CONSULTING (SC) Inc.

Signature:

Name: Mateo Millett

Designation: Senior Managing Director, FTI Strategic Communications

Witnessed by:

Signature:

Name: Ana Heeren

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SCHEDULE 1

(A) SERVICES

1. General

1.1. ***Services Generally:*** The Service Provider shall provide to the Client and DET the:

6.2. annual retainer services which are more specifically set out in Clause 2.2 of this Schedule 1(A) ("Annual Retainer Services") and include: developing, executing and delivering comprehensive PR **and stakeholder engagement** programs in USA, in line with the department's objectives to build deeper awareness and understanding of Dubai's economic ecosystem, business, investment offering, talent attractiveness and livability propositions with specific audiences, in key sectors/markets.

1.1.1. This scope is further detailed in the Scope of Work set out in Annexure 1 ("**SoW**");

1.1.2. project services which may be requested by the Client and agreed upon by the Parties in accordance with the mechanism as set out in Clause 3 of this Schedule 1 ("**Project Services**"); those additional Services set out in Clause 4 of this Schedule 1(A) (the "**Additional Services**," and with the Annual Retainer Services, Project Services, collectively, the "**Services**"); and

1.1.3. it is acknowledged that the Services detailed in this Services Agreement are intended to be a framework only, and may be subject to change throughout the course of the contract. In all cases, changes are subject to both Client and Service Provider's written approval.

1.2. The Service Provider shall provide the Services in accordance with the terms of this Agreement and the specifications set out in the SoW.

1.3. ***Key Personnel.*** The key members of Service Provider's team are set out at Schedule 1 (F) (1.1) (the **"Key Personnel"**).

1.4. ***Regions Covered by the Services:***

1.4.1. For the purposes of this Agreement, the "**Regions**" shall mean USA.

1.4.2. During the course of the first Review Meeting (as referred to below), and in any event following the expiry of the first six (6) months of this Agreement, the

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Client may at its sole discretion review the performance of the Services (if any) provided by the Service Provider.

1.4.3. In any event, and in all cases, the Service Provider will provide Services in accordance with the General Conditions.

2. **Annual Retainer Services**

2.1. The Annual Retainer Services are provided on an on-going, annual basis from the Commencement Date. The Service Provider shall provide the Annual Retainer Services in each of the Regions.

2.2. The Service Provider hereby agrees to provide the Annual Retainer Services as set forth in Annex 1.

3. **Project Services**

3.1. The Project Services may be provided on a one-off basis as required by the Client and agreed by the Parties in writing in accordance with the terms of this Agreement.

Project Services	**Resources Allocation**	**Quantity**
Crisis Support	N/A	As and when required
Large Projects	70-100 Hours including Senior Resource	3 per Year
Medium Projects	20-30 Hours including Senior Resource	3 per Year
Small Projects	10-20Hours including Senior Resource	3 per Year

4. **Additional Services**

4.1. Cory Fritz (and any subsequent Main Representative of the Service Provider) shall be available to the Client, as when reasonably required, to assess the provision of the Services and agree best practices for the future application of the Services. This shall

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be provided at no extra cost to the Client during the Term of the Agreement – over and above the hours specified in the retainer, if applicable.

4.2. The Service Provider shall provide access to thought leaders endorsed by the Service Provider on visiting the United Arab Emirates.

(B) FEES, PROGRAMME COSTS AND EXPENSES

1. General

1.1. In consideration of the Consultant diligently and satisfactorily performing the Services on the terms of this Agreement and to the satisfaction of the Client, the Client shall pay to the Service Provider the Fees as set forth below.

1.1.1. ***Annual Retainer Fees***

a. For the Annual Retainer Services, a monthly retainer fee of USD 83,333 shall be payable for each month during the Term, pursuant to the General Conditions and once the applicable Services have been activated in writing by the Client. If such Services are activated after the first day of the month, the monthly retainer shall be pro-rated for the applicable Services ("**Monthly Retainer Fee**").

b. The annual retainer fees shall be capped USD 1,000,000 per year of the Term (12 x Monthly Retainer Fee) for a period of 2 years renewable by 1 year upon Business Unit acceptance and confirmation ("**Annual Retainer Fees**"), and in no event shall the Fees exceed the cap set forth in this Agreement. If the Service Provider exceeds the capped Fees, except as otherwise approved by the Client through a written amendment of this Agreement, the Service Provider shall be solely responsible for such additional charges without any further liability to the Client. For the avoidance of doubt, and notwithstanding the General Conditions, the Annual Retainer Fees exclude any applicable VAT (or equivalent), but includes charges and/or applicable duties, imposts, taxes or levies and all monthly overhead costs/administrative expenses such as telephone, facsimile, express postage, handling and courier charges and related office

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administrative expenses, employee cost incurred by the Service Provider in servicing the Client's account, and there shall be no other payment or disbursement payable by the Client to the Service Provider which is not included in the capped Annual Retainer Fees for the completion of the Annual Retainer Services.

c. At end of the month, the Service Provider shall submit to the Client's Main Representative a signed written report detailing the Services rendered with respect to the Annual Retainer Services, the Key Personnel who rendered the Services, the time spent by such Key Personnel on such Services, his or her applicable day rate or hourly rate as applicable, the date such Services were rendered, detail of the market specific activity, and the Expenses incurred for the relevant month. The report should also indicate whether the Annual Retainer Services delivered, calculated as set forth below (the "**Service Allocation**"), are equal to, below, or above the Monthly Retainer Fee, and the amount that is below or above the Monthly Retainer Fee. The Services Allocation shall be calculated according to:

- the relevant Annual Retainer Services delivered;
- the number of hours work undertaken by each of the members of the Key Personnel; and
- the hourly rate chargeable for the number of hours worked, as applicable, that the relevant member of the Key Personnel charges for the Services, as set out in Annexure 2.

d. The Service Provider and the Client agree that the Annual Retainer Fees shall remain as set forth above in Clause 1.1(a) of this Schedule 1(B), notwithstanding that that the Service Allocation may be below or above the Monthly Retainer Fee. If the Service Allocation for an applicable month is below the Monthly Retainer Fee, the Service Provider agrees that the Client shall have the right to roll-over the Service Provider hours equivalent to the monthly retainer minus the Service Allocation to the following month, and any month thereafter if applicable. If the Service Allocation for the applicable month is above the Monthly Retainer Fee, the Client agrees that the Service Provider shall not have the right to debit the Service Provider hours equivalent to the monthly retainer minus the Service Allocation, to the following month, or any month thereafter if applicable. The

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Parties agree that a reconciliation process shall be undertaken on an on-going basis.

1.1.2. ***Project Service Fees:*** Subject to clause 2 of this Schedule 1 Part (B) below, the Service Provider shall provide the following Project Services:

Project Services	**Resources Allocation**	**Quantity**
Crisis Support	N/A	As and when required
Large Projects	70-100 Hours including Senior Resource	3 per Year
Medium Projects	20-30 Hours including Senior Resource	3 per Year
Small Projects	10-20Hours including Senior Resource	3 per Year

1.1.3 the Fees for the Project Services are payable according:

a. to which Project Services, are chosen by the Client; and
b. the number of hours worked to be undertaken by each of the team members, in respect of the Services to be performed; and
c. the hourly rate chargeable for the number of hours worked, as applicable, as set out in Annexure 2.

1.1.4 ***Fees for Team***: The rates set out in the Rate Card in Annex 2 will apply for all of the work undertaken by the Service Provider's Personnel in each of the territories listed., subject to any adjustments in the rates agreed to in writing by the Parties.

2. Fees for Project Services

2.1. Irrespective of any mechanism and agreed method of payment, the Client shall always agree the scope of the Project Services and the Fees for Project Services ("**Project**

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Fee") in advance with the Service Provider using the following method to give the Client a fixed cost for the Project Services requested:

2.1.1. The Client shall provide Service Provider with its written requirement for Project Services including a recommendation on which part(s) of the Service Provider budget are relevant to this project and all Regions in which the Project Services are to be carried out;

2.1.2. Service Provider shall within a period of time required by the Client provide the Client, in writing, with:

a. a detailed, fully scoped quote for the Project Services, and such quote shall use as a basis the rates as set forth in Annexures 1 and 2, and the Service category set forth therein;
b. details of all Key Personnel that will provide the Project Services;
c. the Programme Costs payable to any Provider for the Project Services, and any additional charges, costs, and expenses that may be applicable;
d. the time in which the Project Services will be provided; and
e. a suggested payment schedule which shall be subject to Clause 2.2 of this Schedule 1(B).

2.1.3. Service Provider shall not commence work on any Project Services until it has received written approval from the Client to proceed, including a Local Purchase Order ("**LPO**").

2.1.4. Service Provider shall inform the Client immediately if it becomes aware of any change in the Project Services that is likely to affect the cost or deadline by which the Project Services will be completed and, to the extent applicable, will submit a detailed explanation as to why the Project Services cannot be completed as anticipated and a further quote in the manner set out in paragraph 2.1.2 above in order to complete the relevant Project Services. The Service Provider hereby acknowledges and agrees that any such change request proposal requires the written approval of the Client.

2.2. In all cases where a Project Fee is payable, the Service Provider agrees that only a maximum amount of 25% of the Project Fee in respect of each particular aspect of the Services shall be invoiced upon commencement of the Project Services and

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payable within 30 days of the Client's receipt of such invoice, provided it was properly rendered. The remaining 75% shall be payable as per the agreed payment schedule for the project, as set forth in Clause 2.1.2(e) of this Schedule 1(B).

2.3. The fees for One-Off Project Services shall be agreed by the Parties in writing prior to the commencement of any such services.

2.4. The Parties have provided rate cards in respect to specialist resources for project delivery, as further described in Annex 2 (*Rate Card*) of this Agreement. For the avoidance of doubt, the Parties agree that Service Provider's rates in the Rate Card may be subject to adjustment by Service Provider from time to time, effective January 1, provided that such adjustments may not take place prior to January 1, 2024, and must be made with the prior written consent of Client.

3. Programme Costs and other Expenses

3.1. The Service Provider hereby agrees to provide the Client the details in advance of the Programme Costs and other costs and expenses, including without limitation, events costs, distribution costs, and travel and entertainment expenses (collectively, "**Expenses**"), which are charged to or payable by the Service Provider, or anticipated, in order to allow the Service Provider to carry out the relevant aspects of the Services for the (a) the Annual Retainer Services, or (b) the Project Services. The Service Provider hereby agrees that it shall obtain the Client's prior written approval before incurring any such Expenses, and that the Client shall not be responsible for such Expenses if the prior written approval is not obtained by the Service Provider. The total amount of approved Expenses reimbursable during any given month during the Term of this Agreement shall not exceed ten percent (10%) of the total Monthly Retainer Fees payable by Client for the Annual Retainer Services for that month. For the avoidance of doubt, the Parties agree that Expenses shall include third party fees, reimbursable expenses (for travel, e.g.: taxis to media meetings, parking, food and beverage for media lunches), and non-routine or above standard costs (e.g.: for large print jobs, work of a graphic designer for an infographic, etc.).

3.2. The payment terms with respect to Expenses of each of the Services shall be payable as follows:

3.2.1. Subject to Clause 10 of the General Conditions, the Service Provider shall be entitled to render invoices (in arrears) for Expenses due and owing under this Agreement and approved by the Client pursuant to the procedures set forth in

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Clause 3.1 of this Schedule 1(B) above on the last day of the month in which such Expenses were incurred by the Service Provider and such invoices shall become due and payable within 30 days of the Client's receipt of such invoice, provided it was properly rendered; notwithstanding.

3.3. For the avoidance of doubt, the Service Provider may not subcontract the Services themselves to a third party (except where expressly agreed in writing by the Client). All Expenses shall be payable by Service Provider to the relevant third party.

3.4. In all cases, the Expenses will be provided on a "pass-through" basis such that the Client shall pay only such third-party costs, at cost, and as are charged to the Service Provider. The Service Provider shall notify the Client and keep the Client informed of any Benefits offered or provided by a Provider.

3.5. The Service Provider agrees that for any Programme Costs over and above USD2,722.94 (AED 10,000), the Service Provider shall in all cases provide the Client with three alternative supplier options (or more), unless otherwise expressly agreed in writing by the Client.

3.6. For any of the Expenses incurred in providing the Services, the Service Provider hereby agrees to present documentation, expense statements, vouchers and/or such other supporting information as the Client may reasonably request.

3.7. When expedient for budget and time reasons, the Client agrees to book travel and accommodation, using Client preferred rates.

4. On-going Discount and Review of Fees

4.1. The Service Provider agrees that the fees chargeable shall be determined in accordance with the rate cards set out in this Agreement, including Annex 2.

(C) MAIN REPRESENTATIVES

1. General

1.1. The Main Representative for the Client:

Name : Issam Kazim, Chief Executive Officer

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Address	:	Dubai Corporation for Tourism and Commerce Marketing, 4th Floor, One Central The Offices 2, Dubai World Trade Centre, P.O. Box 594, Dubai, United Arab Emirates
Tel No.	:	+971 4 2010 202
Fax No.	:	+971 4 282 1131
Email	:	Issam.kazim@dubaitourism.ae

The Main Representative for the Client solely with respect to the approval of any Deliverables and activities related to the Services:

Name	:	Pallavi Sharma, Business Destination Communications Director
Address	:	Dubai Corporation for Tourism and Commerce Marketing, 4th Floor, One Central The Offices 2, Dubai World Trade Centre, P.O. Box 594, Dubai, United Arab Emirates
Tel No.	:	+971 4 2010318
Fax No.	:	+971 4 282 1131
Email	:	pallavi.sharma@dubaidet.ae

1.2. The Main Representative for the Service Provider:

Name	:	Cory Fritz
Address	:	555 12th Street, NW, Suite 700, Washington, DC 20004
Tel No.	:	+ 1 (202) 346-8812
Fax No.	:	NA
Email	:	cory.fritz@fticonsulting.com

(D) INVOICES

1. General

1.1. All invoices shall be issued in USD.

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1.2. All invoices shall be addressed to:

Dubai Corporation for Tourism and Commerce Marketing
4th Floor, One Central, The Offices Two, Dubai World Trade Centre,
PO Box 594, Dubai UAE
Attention: Finance Director

1.3. All invoices shall be submitted no later than the 10th of the month following the end of the time period covered by the invoice.

1.4. Each invoice must include the following minimum details:

1.4.1. Project name or reference;

1.4.2. Purchase order number, contract number or tender number, whichever is applicable;

1.4.3. Time period covered by the invoice; and

1.4.4. The Services provided/completed during the invoice period to which the invoice relates.

1.5 Supporting documents required to be submitted together with invoices pursuant to clause 10.2 of the General Conditions to include:

1.5.1 Completion certificate signed off by Client;

1.5.2 Any pre-approved third-party supporting invoices (if applicable);

1.5.3 Time sheets and Service Allocation; and

1.5.4 Any other documentation requested by the Client.

(E) CONFLICT OF INTEREST SCREEN

1.1 The Service Provider warrants that, for the duration of the Agreement, except with the prior written consent of the Client, the Service Provider shall not, and shall procure that its personnel, representatives, Affiliates and Third Party Providers shall not, whether as a Service Provider, principal, partner, employee or otherwise, directly or indirectly provide or procure the provision of any consultancy services nor carry out or procure the carrying

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out of any other business, activity, work or services to any other person that would be in conflict with its obligations under the Agreement.

1.2 The Service Provider shall not solicit the personnel or representatives of the Client for any purpose, including for the offer of employment or engagement, without the prior written approval of the Client.

1.3 While the covenants and undertakings in Clause 1.2 above is considered by the Parties to be reasonable in all circumstances, if one or more should be held invalid as an unreasonable restraint of trade or for any other reason whatsoever but would have been held valid if part of the wording thereof had been deleted or the period thereof reduced or the range of activities or area dealt with thereby reduced in scope, the said covenants shall apply with such modifications as may be necessary to make them valid and effective.

1.4 The Service Provider shall also create a "conflicts of interest screen" or "Chinese Walls" ("**Conflict of Interest Screen**") in accordance with good industry practice for the purposes of protecting the Client's and its Affiliates' Confidential Information and ensuring that the Client's and its Affiliates' Confidential Information is not exploited for the benefit of other clients of the Service Provider and its affiliates. The Conflict of Interest Screen shall be established between the team members servicing the Client's account and the rest of the Service Provider's personnel. The Service Provider's personnel shall be deemed to service the Client's account if such personnel may have access to files, attend meetings, or overhear conversations that include the Client's and its Affiliates' Confidential Information.

(F) KEY PERSONNEL

The Service Provider team are comprised of the Key Personnel. The identities of the Key Personnel and their respective positions are set out below:

Name	**Title**
Cory Fritz	Managing Director
Erica Chicola	Director
John Whitcomb	Managing Director

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Elena Connelly	Senior Director
Alex Miehls	Senior Director
Dan Hunter	Senior Managing Director
Christine DiBartolo	Senior Managing Director
Morgan Kozatchy	Director
Kelsey O'Malia	Senior Consultant
Stephanie Hakeem	Consultant
Mary Kate Ausbrook	Consultant

*Names are subject to change in time, should there be turnover. Additional FTI personnel will be providing services under this Agreement, but they are not designated as Key Personnel.

(G) APPOINTMENT TO PANEL

1. The Client agrees that from the Commencement Date of this Agreement and for the Term of this Agreement that the Service Provider shall be automatically appointed to its panel of providers for services similar to the Services.

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ANNEX 1

Scope of Work

The Service Provider will provide communications and strategic advisory support for Client's Business Marketing Strategic Communications – USA Market program, providing ongoing support for messaging and positioning that generates broader awareness with US business stakeholders of Dubai's value proposition.

Areas of Support:

- Strategy & Planning
- Media and KOL Database
- Events Calendar Development
- Stakeholder Engagement
- Media & PR
- Client Servicing and Admin

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ANNEX 2

Fees Breakdown

Rate Card

Senior Managing Director	Managing Director	Senior Director	Director	Senior Consultant	Consultant
[redacted]					

Service Provider's rates may subject to adjustment by Service Provider from time to time effective January 1, provided that such adjustments may not take place prior to January 1, 2024, and must be made with the prior written consent of Client.

Project Services	Resources Allocation	Quantity
Crisis Support	N/A	As and when required
Large Projects	70-100 Hours including Senior Resource	3 per Year
Medium Projects	20-30 Hours including Senior Resource	3 per Year
Small Projects	10-20Hours including Senior Resource	3 per Year

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SCHEDULE 2

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") forms part of the services agreement between **FTI CONSULTING (SC) Inc.** ("**Service Provider**" or the "**Processor**") and **DUBAI CORPORATION FOR TOURISM AND COMMERCE MARKETING** ("**Client**" or the "**Controller**") and dated 20th July 2023 (the "**Agreement**") bearing the reference number DCTCM/FTICONSULTING/22/42203576 to reflect the Parties' agreement with regard to the processing of Client Data, including Personal Data, in accordance with the requirements of Data Protection Laws. All capitalised terms not defined herein shall have the meaning set forth in the Agreement.

1. In the course of providing the Services to the Controller pursuant to the Agreement, the Processor may Process Personal Data on behalf of the Controller. The Processor agrees to comply with the following provisions with respect to any Personal Data submitted by or for the Controller or collected and processed by or for the Controller using the Services.
2. If there is any inconsistency between the documents comprising the Agreement and this DPA relating to the Processing of Personal Data, the terms and conditions of this DPA shall take priority.

DEFINITIONS

3. The definitions that are set out in this DPA: (i) shall apply to this DPA only and to the exclusion of any same or similar terms used in other documents which form part of the Agreement; (ii) do not replace, amend or take priority over the same or similar terms when used in the context of documents other than this DPA which make up the Agreement; and (iii) in the event of a conflict or inconsistency between such definitions and the Data Protection Laws, the Data Protection Laws shall take precedence.

4. In this DPA, save where the context requires otherwise, the following words and expressions have the following meaning:

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"**Affiliates**" means (i) in relation to the Controller all other Departments or entities owned by or associated with the Government of Dubai, and (ii) in relation to the Processor, any companies controlling, being controlled by, or under common control with the Processor, whether directly or indirectly;

"**Client Data**" means any Personal Data provided by the Controller to the Processor or collected by the Processor on the Controller's behalf, including Personal Data uploaded to or created on a platform provided by the Processor or accessed by the Processor on the Controller or third party systems;

"**Data Controller**" or "**Controller**" shall be as defined by the applicable Data Protection Laws. Where not defined it means the entity which determines the purposes and means of the Processing of Personal Data.

"**Data Processor**" or "**Processor**" shall be as defined by the applicable Data Protection Laws. Where not defined it means the entity which Processes Personal Data on behalf of the Data Controller;

"**Data Protection Laws**" or **"Regulations"** means all applicable laws and regulations relating to the Processing of Personal Data, privacy and security, including where applicable the opinions, guidance, advice, directions, orders and codes of practice issued or approved by any regulatory authority, and includes without limitation California Consumer Privacy Act of 2018, UAE Federal Law No. 45 of 2021 on the Protection of Personal Data, UAE Federal Law No. 15 of 2020 on Consumer Protection, UAE Federal Law No. 31 of 2021 on the Crimes and Penalties Law and UAE Federal Law No. 34 of 2021 on the Fight Against Rumours and Cybercrimes, and Dubai Law No. 26 of 2015 Regulating Data Dissemination and Exchange, if the Data Processor is determined to be a "Data Provider" under that law;

"**Data Subject**" shall be as defined by the applicable Data Protection Laws. Where not defined it means the individual to whom Personal Data relates;

"Data Subject Request" means a request made by a Data Subject to exercise any right(s) of Data Subjects under Data Protection Laws in relation to any their Personal Data or concerning the processing of such data;

"**Good Industry Practice**" means standards, practices, methods and procedures conforming to the degree of skill and care, diligence, and foresight which would

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reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;

"**Personal Data**" shall be as defined by the applicable Data Protection Laws. Where not defined it means any information, including Client Data, which alone or in combination with other information can be used to identify a living individual where protected under Data Protection Laws, where such data is Processed by the Processor;

"**Process**" (or "**Processed**" or "**Processing**") shall be as defined by the applicable Data Protection Laws. Where not defined it means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as access, collection, recording, organisation, storage, adaptation or alteration, retrieval, disclosure or otherwise making available, duplication, transmission, combination, blocking, redaction, erasure or destruction;

"**Security Breach**" means actual or reasonably suspected accidental or unauthorised access, acquisition, loss, destruction or disclosure of Client Data by the Processor or its Sub-processors (if any);

"**Services**" means the services to be performed by the Processor under the Agreement;

"**Sub-processor**" means any Data Processor engaged by the Processor; and

"**Supervisory Authority**" means any competent regulatory authority including data protection authorities and law enforcement agencies.

PROCESSING OF PERSONAL DATA

5. The Parties acknowledge and agree that with regard to the Processing of Personal Data, the Controller is the Data Controller, the Processor is a Data Processor and that the Processor may engage Sub-processors pursuant to the requirements set forth in Clauses 13, 14 and 15 *(Sub-processors)* below.
6. The Parties agree that the Processor shall Process Personal Data (including Client Data) for the purposes and for the provision of the Services. Annex 1 (*Description of Personal Data Processing*) of this DPA sets out a description of the Personal Data Processing undertaken by the Processor. To the extent any Personal Data Processed by the Service Provider is subject to the California Consumer Privacy Act of 2018, the additional requirements under Annex 3 (*California Data Protection Schedule*) shall also apply.
7. The Processor shall:

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(i) Process Personal Data only as necessary to perform the Services or otherwise as expressly authorised in writing by the Controller;

(ii) comply with the terms of this DPA and all applicable Data Protection Laws relating to the collection or use of Personal Data;

(iii) only Process Personal Data in accordance with the Agreement;

(iv) agree and hereby agrees that the Controller is the sole owner and controller of Personal Data and has the sole right to determine the purposes for which the Processor may Process Personal Data; and

(v) only Process Personal Data as a Data Processor acting in accordance with the instructions of the Controller or where required to Process otherwise by applicable law to which Processor is subject.

8. The Processor shall notify the Controller in writing of any changes to the Services which will prevent the Processor from complying with its obligations under this DPA or significant changes to the functionality of the contracted Service which may impact the Processing of Personal Data.

TRANSFER OF PERSONAL DATA

9. If any Client Data originates from any country with one or more laws imposing data transfer restrictions or prohibitions, Processor shall ensure appropriate transfer mechanism (satisfying the country's data transfer requirement(s)) is in place, before transferring or accessing Client Data outside of such country.

RIGHTS OF DATA SUBJECTS

10. To the extent the Controller, in its use of the Services, does not have the ability to correct, amend, block or delete Personal Data, as required by Data Protection Laws, subject to applicable law and any confidentiality obligations, the Processor shall use reasonable endeavours to comply with any commercially reasonable request by the Controller to facilitate such actions.

11. The Processor shall, to the extent legally permitted, promptly notify the Controller if it receives a request from a Data Subject for access to, correction, amendment or deletion of that person's Personal Data. The Processor shall not respond to any such Data

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Subject request without the Controller's prior written consent except to confirm that the request relates to the Controller or unless required to respond by applicable law. The Processor shall provide the Controller with all commercially reasonable cooperation and assistance in relation to the handling of a Data Subject's request for access to that person's Personal Data, to the extent legally permitted and to the extent the Controller does not have access to such Personal Data through its use of the Services.

PROCESSOR'S PERSONNEL

12. The Processor shall:

(i) ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and have agreed in writing to maintain the confidentiality of Client Data;

(ii) take commercially reasonable steps to ensure the reliability of any of the Processor's personnel engaged in the Processing of Personal Data;

(iii) ensure that the Processor's access to Personal Data is limited to those personnel who require such access to perform the Agreement; and

(iv) appoint a data protection officer where such appointment is required by Data Protection Laws. The Processor shall notify the Controller of any such appointment and provide the Controller with the contact information of the appointed data protection officer.

SUB-PROCESSORS

13. Subject to the General Conditions of Agreement, the Controller acknowledges and agrees that: (a) the Processor's Affiliates may be retained as Sub-processors, and (b) the Processor and its Affiliates respectively may engage third party Sub-processors in connection with the provision of the Services, subject to compliance with the requirements of Clauses 14 and 15 below.

14. To the extent the Processor uses Sub-processors to Process Client Data, the Processor shall make available to the Controller a current list of Sub-processors (including the Processor's Affiliates) for the respective Services with the identities of those Sub-processors, including full details of the Processing to be undertaken by the Sub-

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processors ("**Sub-processor List**"). The Processor shall provide the Controller with a mechanism to subscribe to updates to the relevant Sub-processor List and shall provide such updates before authorising any new Sub-processor(s) to Process Personal Data in connection with the provision of the Services. If Controller notifies Processor in writing of any objections to any Sub-processors appointed or proposed to be appointed by the Processor:

(a) Processor shall work with Controller in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that Sub-processor; and

(b) where such a change cannot be made within thirty (30) days from Processor's receipt of Controller's notice, notwithstanding anything contrary in the Agreement, Controller may by written notice to Processor with immediate effect terminate the Agreement to the extent that it relates to the Services which require the use of the proposed Sub-processor.

15. The Processor shall be liable for the acts and omissions of its Sub-processors to the same extent the Processor would be liable if performing the services of each Sub-processor directly under the terms of this DPA.

DATA SECURITY REQUIREMENTS

16. The Processor shall implement reasonable technical and organisational measures to:

(i) protect Personal Data against accidental loss or damage and unauthorised access, use, disclosure, alteration or destruction;

(ii) ensure the confidentiality, security, integrity, and availability of Personal Data; and

(iii) securely dispose of Personal Data and tangible property containing Personal Data (as and when required), taking into account available technology so that such information cannot be practicably read or reconstructed,

such technical and organisational measures are described in further detail in Annex 2 (*Description of the Processor's Security Measures*) of this DPA.

17. The Processor shall adopt reasonable technical and organisational measures to fulfil its obligations in accordance with Good Industry Practice, which shall include but not be

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limited to the security requirements set out in or referred to in this DPA or otherwise agreed in writing by the Controller.

18. The Processor shall document, in a written security policy, Personal Data handling procedures designed to implement technical and organisational measures to protect Personal Data as required by the applicable Data Protection Laws and this DPA.

19. Upon the Controller's prior written request, the Processor shall provide details of the Processor's information security measures and controls applicable to the provision of the Services under the Agreement and sufficient to demonstrate compliance with applicable Data Protection Laws and this DPA.

20. The Processor shall document its policies and procedures to recover Personal Data and the Services following an unplanned event resulting in an interruption of or inaccessibility to Personal Data and the Services.

21. Access to Personal Data must only be granted to the Processor's personnel that:
    (i) the Processor has taken reasonable steps to ensure the reliability of;
    (ii) are granted the minimum access level(s) necessary to perform their job function;
    (iii) have been trained in the proper handling of Personal Data; and
    (iv) are subject to written obligations of confidentiality in respect of Personal Data.

22. The Processor shall implement logging and auditing techniques for the Personal Data Processing it undertakes, in particular in relation to access to Personal Data that are in accordance with Good Industry Practice.

23. The Processor must encrypt all Personal Data it Processes on behalf of the Controller where such Processing takes place using laptops or other electronic portable devices.

SECURITY AND BREACH NOTIFICATION

24. The Processor shall maintain appropriate security incident management policies and procedures.

25. The Processor shall:
    (i) promptly notify the Controller (and in all cases no later than 72 hours of becoming aware) of any Security Breach of which it becomes aware;
    (ii) provide reasonable cooperation with the Controller's investigation into the Security Breach and take such reasonable commercial steps as are directed by

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the Controller to assist in the investigation, mitigation and remediation of each such Security Breach; and

(iii) unless legally required by Data Protection Laws or compelled under a subpoena, court order or similar legal document issued by a court or Supervisory Authority, the Processor agrees that it will not disclose the Security Breach to any third party without first obtaining the Controller's prior written consent.

26. Each Party shall reasonably cooperate with the other Party to facilitate compliance with Data Protection Laws, including but not limited to notification of affected individuals and Supervisory Authorities.

NOTICES

27. The Processor shall immediately notify the Controller (unless legally prohibited) of any request for disclosure of Client Data by any law enforcement or other government authority. The Processor shall cooperate fully with the Controller in relation to requests for the disclosure of Client Data and where legally permitted shall delay the disclosure of Client Data pursuant to such requests to enable the Controller to investigate and respond to the request for Client Data.

28. The Processor shall promptly notify the Controller if, at any time, it is unable to comply with the terms of this DPA or Data Protection Laws. Any failure by the Processor to comply with the terms of this DPA or Data Protection Laws shall be considered a material breach of the Agreement and the Controller may terminate in accordance with the Agreement.

RETURN AND DELETION OF THE CLIENT DATA

29. The Processor shall, on 21 days written notice and where technically practicable, return all Client Data to the Controller and delete Client Data in accordance with the Controller's instructions. The Parties agree that a certificate of deletion of Personal Data (including Client Data) shall be provided by the Processor to the Controller. Processor may retain Personal Data (including Client Data) to the extent required by law to which Processor is subject.

30. The Processor shall at the request of the Controller provide reasonable assistance in the transfer or migration of Personal Data to a new service provider.

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AUDITS AND CERTIFICATIONS

31. The Parties agree that the Controller shall have the right to audit the Processor's compliance with the terms of this DPA and Data Protection Laws in accordance with the following procedure:

    (i) upon the Controller's prior written request, the Processor shall make available to the Controller (or the Controller's independent, third-party auditor) information sufficient to establish the Processor's compliance with the obligations set forth in this DPA and Data Protection Laws ("**Compliance Obligations**"); and

    (ii) such information shall include documentation reasonably necessary to confirm the Processor's compliance with its Compliance Obligations.

LIABLITY AND INDEMNITY

32. The Processor shall defend, indemnify and hold harmless the Controller, its personnel, representatives and its Affiliates (the "**Indemnified Persons**") from and against any and all claims, damages, liabilities, losses (including any loss of, or damage to, any property of, or injury to or death of, any person) and expenses of any kind whatsoever (including the costs in connection with defending against any of the foregoing or in enforcing this indemnity) incurred or suffered by the Indemnified Persons arising from or in connection with any breach of this DPA and/or the Data Protection Laws by the Processor.

33. The Processor's obligations under Clause 32 of this DPA shall survive the termination of the Agreement.

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For and on behalf of FTI Consulting (SC) Inc.:

Name: Mateo Millett

Position: Senior Managing Director, FTI Strategic Communications

Signature: .....

Date: July 28, 2023

For and on behalf of DUBAI CORPORATION FOR TOURISM AND COMMERCE MARKETING:

Name: Issam Kazim

Position: CEO-Dubai Corporation for Tourism and Commerce Marketing

Signature: .....

Date: ..... Signer Distinguished Name: CN=AHMAD ALFALASI + SERIALNUMBER=784197[illegible]9103, OU=UAE PASS, O=UAE Government, L=Dubai, C=AE Signature date: 20[illegible]2:57 +04:00 .....

Witnessed by:

Name: Saed Mohammad Alawadi

Position: CEO – Corporate Support Services

Signature: .....

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Annex 1: Description of Personal Data Processing

This Annex includes certain details of the Processing of Personal Data by Service Provider under the Agreement.

1. **Subject matter and duration of the Processing of the Personal Data**

   The subject matter and duration of the Processing of the Personal Data are set out in the Agreement and this Schedule.

2. **The nature and purpose of the Processing of the Personal Data**

   Service Provider is engaged to provide Services to Client which involve the Processing of Personal Data. The scope of the Services is set out in the Agreement, and the Client Data will be Processed by Service Provider for purposes determined by Client and in compliance with the terms of the Agreement, including this Addendum, as well as applicable laws.

3. **The types of the Personal Data to be Processed**

   Client B2B customer data (i.e. journalists, Key Opinion Leaders (KOLs), investors etc. will be Processed in the course of delivering the Services to Client, including name, title, gender, personal contact details (address, telephone number, email address), work address, work email, work telephone numbers, job title, and other types of Personal Data processed by Service Provider on behalf of the Client pursuant to the Agreement.

4. **The categories of Data Subject to whom the Personal Data relates**

   The categories of Data Subjects relate to B2B customer data (i.e. journalists, Key Opinion Leaders (KOLs), investors etc.

5. **The period for which Personal Data will be processed by Service Provider:**

   For the duration of provision of the Services under the Agreement.

Annex 2: Description of the Processor's Security Measures

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FTI Consulting maintains the following technical and organizational security measures when processing Personal Data for its clients.

- Measures of pseudonymisation and encryption of personal data

When data at rest leaves our direct control (such as backup tapes, removable hard drives, etc.) the data is encrypted using AES 256-bit encryption. All laptops utilize full disk encryption. Data that is in transit over public circuits is encrypted in transit using SSL. FTI Consulting additionally deploys firewalls throughout its networks to allow and deny specific network traffic using key indicators such as source/destination address, source/destination port, etc.

- Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

FTI requires new employees/contractors to acknowledge receipt of the following policies including: Code of Ethics and Business Conduct, Anti-Corruption Policy,
Acceptable Use of Technology Resources, Confidentiality Agreement, Employee Handbook Policy on Inside Information & Insider Trading, and Time Recording Policy.

FTI Consulting has a documented policy for business continuity and disaster recovery that has been approved by management, communicated properly and is maintained and reviewed. The general details are reflected in the FTI Consulting Information Security Policy. The recovery point objective exceeds 4 hours and the recovery time objective exceeds 24 hours. The specific tools used for backups vary by region.

- Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing

FTI has access to all major vendor security bulletins and have controls over identifying, scheduling, testing, and deploying patches. The deployment time is 14 days for high and within 24 hours for critical/emergency patches.

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FTI has controls over identification of vulnerabilities, risk ranking, reporting, and remediation. This includes perimeter vulnerability scans that must be performed at least quarterly and semi-annual internal vulnerability scans that cover workstations, servers, and network devices.

FTI performs internal penetration test to identify flaws in the internal security controls that could allow an attacker to surreptitiously gain access to sensitive data and/or disrupt critical business systems. The organization must also perform external network penetration test to identify potential vulnerabilities which could be exploited to gain access to systems and data or to establish a foothold into internal network from which to launch further attacks.

FT's cybersecurity team tracks the resolution of vulnerabilities. Vulnerabilities that are not resolved as part of patching cycles must be tracked on a vulnerability log or similar mechanism.

- Measures for user identification and authorization

FTI uses unique IDs and if generic IDs should be disabled unless there is an approved security exception. FTI users authenticate through Active Directory (AD), SSO used when possible, and remote connection requires two factor authentication and leverages FTI's Corporate DUO two factor technology. Duo Security generates passcodes (similar to a PIN Code) to mobile devices for login and can receive push notifications for easy updates. Duo Security is integrated with OneLogin (our SSO platform) providing a unified authentication solution.

Privileged and remote access must include multi-factor authentication and secure mechanisms (e.g., TACACs+, RADIUS) must be used on all network devices.

FTI password complexity (i.e. characters, length), lockout settings, expiration settings meets the following requirements:

. Contain both upper and lower case characters (e.g., a-z, A-Z)
· Have digits and punctuation characters as well as letters e.g., 0-9,!@#$%^&*()_+|~-=\`{}[]:";'<>?,./)
· Contains at least 12 characters for standards accounts and 15 characters in length for admin accounts
· Must be changed at least every 90 days
· Are not words in any language, slang, dialect, jargon, etc.
· Are not based on Confidential Information, names of family, etc.

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· User accounts are locked after 10 unsuccessful logins. Account lockout for 30 mins. Reset after 30 mins.

· Password history - 24 passwords remembered

Passwords are stored protected in an encrypted format.

- Measures for the protection of data during transmission and measures for the protection of data during storage

FTI has Data Loss Prevention (DLP) and extrusion prevention tools that restrict sending sensitive data over unsecure mail. Anomalies that exceed the normal traffic patterns are noted and appropriate action is taken to address them.

FTI protects data in transmission which include the following acceptable methods:

- Email: Transport Layer Security ("TLS") Internet protocol, which provides security for all email transmissions over the public Internet may be setup with using opportunistic or mandatory TLS connections. Only TLS 1.2 or TLS 1.3 is acceptable.

- "Mailbox to mailbox" encryption that secures email messages and electronic files (using 256-bit AES encryption).

- Secure FTP: FTP utilizes TLS or SSH to allow us to share data with clients securely over the Internet. Only TLS 1.2 or TLS 1.3 is acceptable.

- External Encrypted Drive: Must use FIPS 140-2/AES 256-bit encryption or stronger.

- File Stores: Matter/Engagement related files stored centrally on the network are secured so that only those explicitly authorized can access the files.

FTI stores data in an environment that is not internet facing and segregated from the demilitarized zone by a firewall. The data must be logically segregated from other client or corporate data. Different tools may be employed depending upon the nature and/or location of the work.

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- Measures for ensuring physical security of locations at which personal data are processed

Specific physical security provisions vary depending on office location, however, as per the Information Security policy, access to company premises, including delivery and loading areas, must require badge access. Badge access is managed by local facilities or ITG, who use a badge kiosk to produce access badges. All badge issuances and updates require management approval.

- Measures for ensuring events logging

FTI logs activity which is stored for 7 years. Data is logged at sufficient level (i.e. user ID, activity) and logging is enabled for the entire environment. The logging must provide relevant information (i.e. authorized & unauthorized attempts, remote access). System event and audit logs should capture the following events as applicable:

- Authentication failures
- Software or service failures
- Logon and use of privileged IDs
- Database changes
- Adding/deleting users
- Password Changes
- Adding/deleting groups and/or users associated with groups
- Changing audit log configuration or disabling audit subsystem

FTI uses SecureWorks which provides a Security Incident and Event Management (SIEM). The foundation of the SIEM includes Red Cloak endpoint event logs analysis, which includes an industry-leading assessment of current and zero-day threats and vulnerabilities.

- Measures for ensuring system configuration, including default configuration Measures for internal IT and IT security governance and management

FTI has processes in place to confirm compliance with configuration standards. This includes a process for newly created device (i.e., checklist), at least annual reviews and hardening, removal of unnecessary / insecure services, and alarms set for key events (i.e. change in security group, configuration).

- Measures for certification/assurance of processes and products

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FTI holds the Certified Enterprise designation from Verizon Cybertrust and participates in their Security Management Program (SMP). The SMP is a comprehensive security risk reduction and certification program that addresses all aspects of proactive information security, from network and system analysis to physical and policy inspection. The cornerstone of SMP is the International Standards Organization (ISO) standard 27002.

As part of the Cybertrust Third Party assessment schedule, FTI Consulting's Global Cybersecurity and Privacy function undergoes the following reviews by the Verizon Security Certification organization:

- Policy Review — evaluates the documentation and inspects the contents of key security policies — Annually.
- Process and Procedure Validation — Annually.
- Physical Inspection — evaluates the implementation of security controls in the physical environment surrounding critical network infrastructure, including doors, HVAC, entry logs, power redundancy, etc. — Annually.
- External Risk Assessments (Network and System-level scans) — Quarterly identifies possible risk areas in an organization's external network infrastructure and assesses its consistency with key controls.
- Penetration testing (External and Internal – Network and System-level) is conducted by a separate third-party — Annually.

Individual business units may hold additional certifications or use tools that are supported by additional certifications.

- Measures for ensuring data minimisation

FTI only acquires data for the intended purpose by working with the client or business partner to ensure only the minimum amount of necessary data is obtained.

- Measures for ensuring data quality

FTI Consulting is dedicated to providing its clients with high quality services that meet our standards of excellence and integrity. The quality of the work for each of our clients is monitored by the Senior Managing Directors responsible for each engagement along with the highly qualified colleagues in their practice teams and business segments. On a broader level,

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FTI sets the tone for our global organization in our Code of Conduct (https://www.fticonsulting.com/~/media/Files/us-files/our-firm/guidelines/fti-code-of-conduct.pdf) which discusses our commitment to quality throughout, and in particular in our Statement of Values.

FTI takes into account the principle of purpose limitation, while making sure that the data is adequate, relevant and not excessive for the legitimate purpose. FTI enables data subjects to exercise their rights, including the rights of access and, as appropriate, the rectification, erasure or blocking of Personal data and keep data accurate, and not retain it any longer than necessary.

- Measures for ensuring limited data retention

FTI has a records retention policy that ensures records are retained for required and necessary periods of time; providing that records which are no longer useful are properly destroyed; and providing that records to be retained are stored methodically and economically. FTI uses their reasonable and best efforts to prevent the premature destruction of Records. The organization must have processes to return data upon end of contract and destroy data using appropriate mechanisms upon Department of Defense (DoD) and National Institute of Standards and Technology (NIST) standards for all data bearing devices.

- Measures for ensuring accountability

FTI has a defined process to resolve complaints about privacy and its collection or use of personal information in compliance with the EU-US Privacy Shield Principles. FTI has measures in place to ensure complaints are resolved within 1 month. Unless otherwise dictated by local law, the exact number of days to comply with a request varies, depending on the month in which the request was made and is calculated based on the day the request is received plus one (regardless of whether the day is a working day or not) until the corresponding calendar date in the next month.

- Measures for allowing data portability and ensuring erasure

FTI receives requested Personal Data directly or provide access to a tool which allows the requestor to extract the information themselves using a self-service type model.

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The Personal Data requested is required to be provided in a format and structure which is commonly used and machine-readable. The following machine-readable formats:

- CSV: (Comma separated values) a format that stores tabular data (numbers and text) in plain-text form;
- PDF: (Portable Document Format) a file format used mainly to represent documents such that layout will stay the same independent of the system environment;
- XML: (eXtensible Markup Language) a markup language that defines a set of rules for encoding documents in a format that can be both human and machine readable;
- JSON: (JavaScript Object Notation) a machine-readable data format derived from the JavaScript language used for representing simple data structures and associative arrays; or
- HTML: (HyperText Markup Language) the main markup language for displaying web pages and other information in a web browser.

FTI has a data erasure process in place to track and manage responses, and, as necessary, provide updates to the relevant regulatory authority and/or input into management reports. The organization must verify the identity of the data subject before disclosing any personal information. The organization should only refuse to comply with an erasure request if it is "manifestly unfounded or excessive" or, alternatively may elect to charge a "reasonable fee." The response is in written communication together with the documents containing the proper erasure of data.

Annex 3 ((CALIFORNIA DATA PROTECTION SCHEDULE)

1. Processing of Personal Information.

In connection with the provision of the Services to Client under the Agreement, if FTI receives any personal information (as such term is defined under the California Consumer Privacy Act) from or on behalf of Client, then FTI:

(a) will only process such personal information for the purpose of providing the Services;

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(b) will not retain, use, or disclose such personal information for any purpose other than to perform the Services;

(c) will not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate such personal information to any third party for monetary or other valuable consideration; and

(d) certifies that it understands the restrictions on its processing of such personal information as set forth in this sentence, and will comply with them.

FTI may disclose personal information to FTI's service providers in connection with such service providers providing services to FTI, and FTI may permit such service providers to process personal information as necessary for FTI to provide the services to Client.

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SCHEDULE 3

STRATEGIC COMMUNICATIONS PLAN

1. The Strategic Communications Plan shall include, as a minimum, the following information:

Tab 1 - Summary

Strategy & Planning

Stakeholder Engagement

Media & PR

Administrative

Campaign Start

Campaign End

Strategy and Planning

- Situation Analysis
- Macro Trends
- Market Trends
- Roadmap

Stakeholder Engagement

- Speaking Opportunities
- Owned Events

Media & PR

- Press Office Support
- Executive Support

Administrative

- Bi-Weekly Client Calls
- Reporting

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GENERAL CONDITIONS OF THE SERVICES AGREEMENT

1. DEFINITION AND INTERPRETATION

1.1 In the Agreement:

"AED" means dirhams, the lawful currency of the United Arab Emirates;

"Affiliates" means (i) in relation to the Client, all other Departments or entities owned by or associated with the Government of Dubai, and (ii) in relation to the Service Provider, any person directly controlling, controlled by, or under direct or indirect common control with the Service Provider; and "**Affiliate**" is to be interpreted accordingly;

"Agreement" means this Agreement (including the General Condition), as amended, restated, supplemented, or otherwise modified from time to time;

"Applicable Laws" means all applicable laws and any other instruments having the force of law in Dubai or the United Arab Emirates, as they may be issued and in force from time to time;

"Authorised Signatory" has the meaning given in Clause 23 of these General Conditions and "Authorised Signatory" means any one of the Authorised Signatories;

"Benefits" means any rebates, commissions, discounts, rebates, volume discounts, "free" media space, gifts, and any other benefits whether received by the Service Provider or the Service Provider's Group;

"Business Day" means a day, excluding Saturday, Sunday, and public holidays, on which licensed commercial banks are open for business in Dubai, United Arab Emirates;

"Client" means the client engaging the Service Provider to provide the Services as defined in the Services Agreement;

"Client's Brand" means all Intellectual Property Rights associated with the Client's brand name(s) and/or logo(s) including all trademarks, domain names, and catchphrases;

"Commencement Date" means the commencement date of the Services as further defined in the Services Agreement;

"Confidential Information" means any information or document in whatever form or format belonging to, in the possession of, under the control of, in the knowledge of, or howsoever related to the Client or its Affiliates, which has been disclosed or made available, directly or indirectly, to the Service Provider in any manner, which is (or which the Service Provider should reasonably assume is) (i) confidential to the Client or any of its Affiliates; or (ii) which has been designated as confidential by the Client or its Affiliates; or (iii) the unauthorised disclosure of which would, or would be likely to, prejudice the interests of the Client or its Affiliates, and this includes all Intellectual Property Rights, trade secrets, know-how, all personal and sensitive data and all discussions, negotiations and services provided or to be provided relating wholly or partly to the Services, the Project, this Agreement or the affairs of the Client or its Affiliates;

"Deliverables" means any of the items to be supplied by the Service Provider to the Client as part of the Services or as agreed between the Parties from time to time;

"Exit Services" has the meaning given in Clause 18.9 of these General Conditions;

"Fees" means the fee or fees specified in Schedule 1(B) (*Fees and Payment*) of the Services Agreement;

"Force Majeure Event" means any event or condition beyond the reasonable control of the affected Party, which arises after the date of this Agreement and completely and totally prevents the performance of its obligations under this Agreement (but not arising as a result of its own fault or negligence);

"General Conditions" means these General Conditions;

"Good Industry Practice" means the practices, methods, and procedures and that best degree of skill, diligence, prudence, and foresight which would reasonably be expected to be observed by a skilled and experienced professional of international repute engaged in carrying out activities the same as, or similar to, the Services under the same or similar circumstances;

"Intellectual Property Rights" means (i) copyright, patents, database rights, and rights in trademarks, designs, know-how, and confidential information (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Interest Rate" means the interest rate of seven percent (7%) per annum calculated daily;

"Key Personnel" means those key personnel identified in Schedule 1(F) (*Key Personnel*) of the Services Agreement;

"Main Representative" has the meaning ascribed to it in Clause 14.1 of these General Conditions;

"PR Materials" means any finished press releases and all other press and publicity materials created by the Service Provider in the course of providing Services to the Client under this Agreement;

"Pre-Existing Third Party Materials" means any and all pre-existing Intellectual Property Rights created by a third party and provided by or used by the Service Provider or a Third Party Provider in connection with performing the Services, in each case not created, developed, or invented in the course of, or as part of, providing the Services or Project Materials;

"Programme Costs" means any fees charged by Third Party Providers;

"Project" has the meaning given in Clause 2 (*Project*) of the Particular and Additional Clauses of the Services Agreement;

"Project Materials" means any materials, documents, tools, and data created, developed, or invented by the Service Provider or Third Party Providers, and their respective representatives or Third Party Providers (whether individually or jointly with the Client) in relation to or as part of the performance of the Services, including the Deliverables but excluding the Service Provider's Materials;

"Project Plan" means the comprehensive plan for the provision of the Services, detailing the timeline for the delivery and completion of each phase and element of the Services, as agreed by the Parties in writing from time to time, and shall include the Strategic Communications Plan;

"Records" has the meaning given in Clause 13.1 of these General Conditions;

"Services" means the services to be provided by the Service Provider pursuant to and in accordance with this Agreement including those described in Schedule 1(A) of the Services Agreement, including the Deliverables, the Exit Services, and any services which are necessary or incidental to the provision of the Services;

"Services Agreement" means the Services Agreement to which these General Conditions are attached and including the Particulars and Additional Clauses, incorporated therein and the Schedules and Annexes to the Services Agreement;

"Service Provider" means the service provider providing the Services to the Client as defined in the Services Agreement;

"Service Provider Group" means the Service Provider and all of its Affiliates;

"Service Provider's Materials" means (i) materials, documents, tools, data, whether personal, sensitive or otherwise, information, text, drawings, and any

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other property of the Service Provider that is embodied in any medium, including, but not limited to, electronic, optical, magnetic or tangible media, provided to, granted the permission to use and access, or otherwise made available by the Service Provider to the Client for the purpose of this Agreement; and (ii) materials, documents tools, data, whether personal, sensitive or otherwise, information, text, drawings; and (iii) any other property of the Service Provider that is embodied in any medium, including, but not limited to, electronic, optical, magnetic or tangible media, provided that, in the case of all materials specified in (i), (ii) and (iii), such materials do not include those created, developed or invented in the course of providing the Services or as part of the Services;

"Service Provider Personnel" means the employees, agents, and consultants of the Service Provider and of any Third Party Provider engaged in the performance of the Service Provider's obligations under this agreement;

"Strategic Communication Plan" means a plan adopted and approved by Client in accordance with this Agreement;

"Term" has the meaning ascribed to in the Services Agreement; and

"Third Party Provider" means a third party that is engaged by the Service Provider in the course of providing the Services.

1.2 In the Agreement:

(a) references to a person or party include an individual, a body corporate, a partnership, and an unincorporated association of persons;

(b) references to a Party to this Agreement include references to the successors or assigns (immediate or otherwise) of that Party;

(c) references to day or days mean a twenty-four-hour day including Friday, Saturday, and public holidays;

(d) the headings do not affect its interpretation;

(e) the schedules form part of it and any reference to **Clause** or **Schedule** means, unless otherwise specified, a clause of the General Conditions or a Schedule to the Services Agreement respectively;

(f) the words **include** and **including** shall mean including without limitation; and

(g) if there is any conflict or inconsistency between these General Conditions and the Services Agreement and any of its Schedules or other documents referred to or otherwise incorporated into this Agreement, the order of precedence shall be as follows:

(i) the General Conditions

(ii) the Services Agreement and its Schedules; and

For the avoidance of doubt, the Parties hereby agree that if any part of the Services Agreement specifically amends another part of this Agreement, such amendment shall prevail and will not be considered an inconsistency.

(h) if there is any conflict or inconsistency between the terms of any of the Schedules then the earlier Schedule prevails over the later Schedule to the extent of any such inconsistency.

1.3 Clauses 1.1 and 1.2 of these General Conditions apply unless expressly defined or set out otherwise.

2. TERM

The Term shall be as set forth in the Services Agreement.

3. PROJECT PLAN

The Service Provider undertakes to provide the Services in accordance with the Project Plan and this Agreement as may be varied or amended in writing from time to time with the Client's prior written approval, in accordance with the terms and conditions of this Agreement.

4. ACCEPTANCE AND AMENDMENTS

4.1 The Parties agree that each Deliverable shall be subject to the written acceptance by the Client. Upon receiving a Deliverable, the Client shall confirm in writing within five (5) Business Days as to whether or not the Deliverable has been accepted or rejected. For the sake of clarity, the Service Provider shall not be held responsible for any failure by the Client to respond within the said timeframe, nor shall any such failure be deemed to imply acceptance of such Deliverable.

4.2 If a Deliverable is rejected by the Client, the Client shall communicate to the Service Provider the reason for the rejection and the Service Provider shall amend the Deliverable to accord with the requirements of the Client and re-submit the same for acceptance within five (5) Business Days of such communication from the Client, in accordance with Clause 4.1 above of these General Conditions. The Service Provider shall fully bear the risk of any increases in its own costs relating to the rejected Deliverables.

5. AMENDMENTS TO WORK IN PROGRESS

The Client may request the Service Provider to cancel or amend any and all plans, schedules, or work in progress. The Service Provider will take all reasonable steps to comply with any such request and will take reasonable steps to mitigate any associated costs with such cancellation or amendments.

6. TIME FOR PERFORMANCE

Subject to Clause 17 of these General Conditions, any time for performance of the Services as the Project Plan, or any part thereof, shall be of the essence.

7. REPRESENTATIONS, WARRANTIES, AND UNDERTAKINGS BY THE SERVICE PROVIDER

7.1 The Service Provider represents, warrants, and undertakes to the Client that:

(a) it has been duly incorporated or established and is validly existing under the laws of the jurisdiction of its incorporation or establishment and has the relevant constitutional approvals to perform the Services in accordance with the terms of this Agreement;

(b) this Agreement has been duly authorised and upon execution will constitute a valid and legally binding agreement of the Service Provider enforceable against it in accordance with its terms;

(c) it is not aware of any insolvency or winding-up orders made against it, nor of any threatened or pending insolvency or winding-up proceedings instituted against it and there is no action, suit or proceeding, or official investigation before or by any relevant authorities, arbitral tribunal or other body pending or, threatened against or affecting it or any of its properties, rights or assets, which could reasonably be expected to lead to reputational harm to the Client or result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement; and will promptly inform the Client after the Commencement Date (if permitted by law) as to any updated disclosures concerning this Clause;

(d) it is not bound by any agreement with any third party which is inconsistent or may adversely affect its ability to carry out its obligations under this Agreement;

(e) none of the information furnished by it to the Client, including in connection to itself, its personnel, Affiliates, representatives, and/or Third Party Provider and as contained in this Agreement, contains any untrue or inaccurate information or omits to state any fact the omission of which makes any such information to be misleading, and it is not aware of any material facts or circumstances that have not been disclosed to the Client which might if disclosed, adversely affect the decision of the Client to enter into this Agreement;

(f) it possesses all requisite certificates, licences, and authorisations for the performance of the Services;

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(g) it will ensure that its personnel, representatives, and/or Third Party Provider sign and submit to the Client any required non-disclosure agreement;

(h) it will not, nor will its personnel, Affiliates, representatives, and Third Party Providers, accept or give any illegal or improper commission, gift, financial benefit, or inducement from or to any person or party in connection with the Services or this Agreement and will ensure that its personnel, Affiliates, representatives and Third Party Providers will not accept or give any such commission, gift, benefit or inducement, and will immediately give the Client details of any such commission, gift, benefit or inducement which may be offered to, received from or requested by any party

(i) while performing the Services, it will exercise independent professional judgment and may examine and verify all releases, technical information, data, or other information furnished to the Service Provider in connection with this Agreement, whether such information is furnished by the Client or its personnel, or other project partners, contractors or otherwise. The Service Provider shall immediately report in writing to the Client if it discovers any error, omission, or discrepancy in such information. The Service Provider shall not, in any way, be relieved of any obligation under this Agreement should any release, technical information, data, or other information obtained from the Client or its personnel, or other project partner, contractors or otherwise be incorrect and/or insufficient to the extent such errors could reasonably be expected to be detected, under the circumstances, by exercising Good Industry Practice;

(j) it will not, and it will ensure that its personnel, Affiliates, representatives and Third Party Providers will not, misuse, abuse, or otherwise do any unauthorised act with respect to any materials, equipment, or Confidential Information of the Client and shall only use the materials, equipment and Confidential Information of the Client for the purposes of this Agreement and in accordance with the instructions, conditions and/or restrictions provided by the Client; and

(k) it recognises the goodwill attached to the Client's name and will not take or do any action or permit or suffer any action that would be detrimental to the goodwill associated with the Client's name or create unfavourable publicity or bring disrepute to the Client. It undertakes to fully protect the goodwill, reputation, and image of the Client and its Affiliates at all times.

7.2 The Service Provider undertakes to the Client that it will devote all of its time, attention, skill, and care as may be necessary for the proper performance of the Services and its obligations under this Agreement, and in any event, no less time than in accordance with Good Industry Practice and all Applicable Laws.

7.3 The Service Provider represents, warrants, and undertakes to the Client that it shall strictly comply with the information security requirements mutually agreed upon by the Parties.

8. **OBLIGATIONS OF THE CLIENT**: The Client shall use its reasonable efforts to ensure the accuracy of the Information provided to the Service Provider.

9. **SERVICE PROVIDER'S PERSONNEL**

9.1 The Service Provider shall be responsible for the management of all Service Provider's Personnel.

9.2 The Client shall have the right, by written notice to the Service Provider, to require the removal of any member of the Service Provider's Personnel from the provision of the Services who, in the reasonable opinion of the Client, is not performing the Services properly, efficiently or effectively. The exercise of this right shall not relieve the Service Provider of its obligations under this Agreement.

9.3 The Service Provider shall use reasonable endeavors to ensure that each member of the Key Personnel devotes that percentage of such member's time as specified in Schedule 1 (F) (*Key Personnel*) of the Services Agreement in connection with providing the Services. The Service Provider shall retain the services of the Key Personnel and will not remove or change any member of the Key Personnel unless: (a) that person is on long-term sick leave or ceases to be employed or retained by the Service Provider or any of its Affiliates; (b) the Services or other obligations for which the person is employed are completed; or (c) with the Client's prior written consent, acting reasonably (and provided that the Service Provider has provided the Client with consultation rights and addressed such feedback the Client shall provide such consent). All costs associated with the removal or replacement of any Service Provider's Personnel shall be borne by the Service Provider.

10. **FEES**

10.1 In consideration of the Service Provider performing the Services on the terms of this Agreement, the Client shall pay to the Service Provider the Fees. Other than as expressly provided in Schedule 1(B) (*Fees and Payment*) and this Agreement, the Fees shall be inclusive of all charges, expenses, and taxes of any nature whatsoever and there shall be no other payment or disbursement payable by the Client to the Service Provider under this Agreement.

10.2 The Service Provider shall be entitled to render invoices at the time and in the manner stated in Schedule 1. Subject to Clause 10.3 of these General Conditions or unless the Parties otherwise agree, the payment of any sums due shall be made within sixty (60) days from receipt of the invoice, provided it was properly rendered. An invoice shall only be deemed to have been properly rendered upon the Service Provider submitting all documents reasonably required by the Client to support each invoice. All invoices and supporting documents must be sent to the invoice address specified in Schedule 1 of the Services Agreement. The Service Provider agrees that if an invoice is not presented in the manner and in accordance with this Clause 10.2 of these General Conditions and Schedule 1 of the Services Agreement or, in any event, within six (6) months from the date the relevant Services which are the subject matter of the invoice being completed, then the Client shall not be obliged to make any payment in relation to such invoice.

10.3 If the amount in any invoice is disputed by the Client, the following provisions shall apply:

(a) The Client shall pay to the Service Provider, in accordance with Clause 10.2 of these General Conditions, all amounts not disputed by the Client;

(b) The Client shall notify the Service Provider of any disputed item and shall describe in reasonable detail the reasons for disputing the item; and

(c) within seven (7) days of the Service Provider receiving the notice referred to in Clause 10.3(b) of these General Conditions, the Parties shall seek to reach a settlement on the item that is the subject of the dispute, failing which, the dispute shall be dealt with pursuant to Clause 24 of these General Conditions.

10.4 The Fees may not be increased without the prior written consent of the Client.

10.5 The Client shall have the right to deduct from any monies due or which may become due to the Service Provider any monies or sums recoverable from the Service Provider by the Client as set out in Schedule 1(B) (*Fees and Payment*) of the Services Agreement or in respect of any claims against the Service Provider.

10.6 Payment by the Client shall be without limitation to any claims or rights which the Client may have against the Service Provider and shall not constitute any acceptance by the Client of the performance by the Service Provider of its obligations hereunder.

11. **PROGRAMME COSTS**: The Service Provider may not incur any Programme Costs without the express written approval of the Client. The Client shall not reimburse any costs incurred by the Service Provider in the performance of the Services except as expressly specified in this Agreement or agreed by the Client in writing.

12. **BENEFITS**: In respect of each Third Party Provider, the Service Provider must

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provide to the Client all of the Benefits received by the Service Provider Group in respect of the Client, whether such Benefits are reflected in the amount invoiced by the Third Party Provider or subsequently provided directly or indirectly to any member of the Service Provider Group.

13. RECORDS AND AUDIT

13.1 During the term of this Agreement and for 10 years after its termination, the Service Provider shall maintain records related to the performance of its obligations under this Agreement ("**Record**").

13.2 The Service Provider will allow the Client by its own personnel or by an independent auditor ("**Auditor**") access to all the records and may redact from the Records confidential financial, payroll, personnel or other confidential records of the Service Provider that do not relate directly to the Client. Any access for the purpose of auditing or otherwise inspecting the Records shall be on not less than fourteen (14) days' written notice at any time during normal business hours.

13.3 Save to the extent that any records relate only to the Service Provider's other clients and do not relate at all to the Client:

(a) all rights in the Records (including Intellectual Property Rights and any data and information created, obtained, compiled or verified by the Service Provider) will belong to the Client and will be deemed to be Project Materials for the purpose of the Agreement; and

(b) the Records will constitute Confidential Information of the Client for the purposes of this Agreement.

13.4 The Service Provider shall, and shall procure that the members of the Service Provider Group shall, allow the Auditor access to all the records to audit the Service Provider's obligations under this Agreement. The Service Provider shall provide all Records and data in a format reasonably requested by the Auditors.

13.5 Should any audit or inspection of the Records by the Client reveal that the Client has been overcharged, the Service Provider shall reimburse to the Client:

(a) the amount of the overcharge within seven (7) days at the Interest Rate; and

(b) the actual third party costs charged to the Client by the Auditor in respect of the Audit.

15.6 The Client and the Auditor will ensure that any information obtained in the course of the audit relating specifically to the Service Provider's and Service Provider Group's business (excluding the Records) is kept in the strictest confidence and not used for any purpose other than the proper conduct if the audit. Prior to carrying out any audit, the Client shall procure the Auditor's agreement to comply with this Clause.

14. MAIN REPRESENTATIVE AND PERSONNEL: During the Term, each Party will designate a senior member of their personnel who will be the primary contact for communications between the Parties (the "**Main Representative**") and who shall be responsible for the coordination of all matters relating to the Services and this Agreement for and on behalf of that Party. The contact details of each Party's Main Representative are set out in Schedule 1 of the Services Agreement.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 The Client acknowledges that the rights to the Service Provider's Materials are vested, and shall remain vested, in the Service Provider. In the event any part of the Services includes the Service Provider's Materials, or Pre-Existing Third Party Materials, the Service Provider hereby grants to the Client and its Affiliates a licence in respect of any such Service Provider's Materials, and shall ensure that any third party grants a license to the Client and its Affiliates with respect to any Pre-Existing Third Party Materials which form part of or are contained in the Services and such licence shall be as follows:

(a) is worldwide, exclusive, non-transferrable, and perpetual, and non-sublicensable (except to the Client's Affiliates);

(b) entitles the Client and its Affiliates only to use, reproduce, adapt, distribute, publish, translate, store, archive, transmit, any part of or derivative of such Service Provider's Materials, or Pre-Existing Third Party Materials, as applicable, for its internal business purposes pursuant to this Agreement and for any future implementation of the Project and in any platform or media channel whatsoever;

(c) is not subject to any limitations of use including but not limited to those arising from moral rights; and

(d) is fully paid-up and not subject to any on-going or additional fees or charges (including any licence fee or royalty).

For the avoidance of doubt, the license in Clause 15.1. of these General Conditions shall exclude the media lists of the Service Provider. The Service Provider represents and warrants that it holds all rights in the Service Provider's Materials to be able to grant the licence contained in this Clause 15.1 of these General Conditions, and in the event that the Service Provider's Materials or Project Materials contain any matter in which Pre-Existing Third Party Materials are incorporated, that the Service Provider has the right to grant or sub-licence those rights to the extent required to provide the license set forth above in Clause 15.1 of these General Conditions. At the request of the Client, the Service Provider shall provide the Client with evidence of its ownership of the rights in the Service Provider's Materials or of its rights as licensee of any third party rights, as the case may be.

If the Service Provider is unable to obtain the license set forth above in Clause 15.1 with respect to Pre-Existing Third Party Materials, the Service Provider shall advise the Client whether or not there is adequate substitution for such Pre-Existing Third Party Materials and any impact to the Project Plan.

15.2 The Service Provider agrees that it shall not acquire any rights in the Intellectual Property Rights, or the Client's Brand.

15.3 Any Deliverables which are not considered the Service Provider's Materials or Pre-Existing Third Party Materials are automatically deemed to be the Project Materials and shall belong exclusively to the Client and shall vest in the Client unconditionally and immediately upon the Project Materials having been created, developed, written or prepared. The Service Provider shall, at its own expense and at no cost to the Client, as applicable, (i) take all steps and sign all deeds and documents necessary to formalise such vesting in the Client or otherwise register such Intellectual Property Rights in the name of the Client, and (ii) at its own cost, acquire any Intellectual Property Rights that are incorporated in the Project Materials pursuant to this Clause, or any third party materials incorporated therein, from relevant personnel, agents, representatives, Third Party Providers and third parties, and assign and transfer such Intellectual Property Rights to the Client free of all claims and encumbrances, with full title guarantee.

15.4 The Service Provider undertakes to defend, indemnify and hold harmless the Client, its personnel, representatives and Affiliates, from and against any claim or action that the use or possession of the Project Materials (other than to the extent that the relevant Project Materials comprise material originating from the Client, its personnel, representatives or Affiliates) or any part of them:

(a) infringes the Intellectual Property Rights of a third party; and/or

(b) infringes the image rights, privacy, publicity rights, right to promote or related rights of a third party; and/or

(c) violates any applicable law, statute or subordinate legislation,

(together, the claims set forth in Clauses 15.8(a), 15.8(b) and 15.8(c) of these General Conditions, shall be referred to as the "**Claim**"),

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and shall indemnify the Client, its personnel, representatives, and Affiliates, from and against any and all losses, damages, fines, penalties, costs (including reasonable legal fees) and expenses incurred by or awarded against the Client, its personnel, representatives or Affiliates as a result of or in connection with any Claim.

15.5 If any Claim is made, or in the Service Provider's reasonable opinion is likely to be made, against the Client, its personnel, representative, or Affiliate, the Service Provider shall promptly, using its best endeavours and at its own expense, either:

(a) obtain for the Client, the right to continue using the Project Materials in the manner permitted under this Agreement; or

(b) modify or replace the infringing part of the Project Materials so as to avoid the infringement or alleged infringement, without prejudice to the representations and warranties in this Agreement in relation to all or any part of the Project Materials, and without diminishing or curtailing in any material respect the value of the Project Materials and/or the Services.

15.13 This Clause shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

16. CONFIDENTIALITY AND ANNOUNCEMENTS

16.1 The Service Provider undertakes, for the benefit of the Client and its Affiliates (who shall be entitled to enforce the terms of this Clause 16 of these General Conditions, to treat as confidential all Confidential Information, and such information is readily ascertainable in substantially the same form at the time of disclosure.

16.2 Except as expressly provided herein, the Service Provider will:

(a) not use Confidential Information for any purpose other than the fulfilment of its obligations under this Agreement and, for the avoidance of doubt, will not use any Confidential Information for the benefit of any of its clients;

(b) not disclose Confidential Information to any third party without the prior written consent of the Client;

(c) not make any copies of Confidential Information without the Client's prior consent; and

(d) protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information or information of like importance, but in no event with less than reasonable care.

16.3 The Service Provider may disclose the Confidential Information to its personnel, Affiliates, representatives, and Third Party Provider on a strictly need-to-know basis only. The Service Provider shall ensure that each of such personnel, Affiliates, representatives, and Third Party Provider enters into a written confidentiality undertaking with the Service Provider on terms similar to this Clause 16 of these General Conditions prior to any Confidential Information being disclosed to them.

16.4 The Service Provider undertakes that it shall not, without the prior written consent of the Client, permit or authorise the making of any public reference to this Agreement, or the Services or the Project, or to the Client or its Affiliates' businesses, operations, marketing and/or other plans. Any request by the Service Provider to make any such reference shall be made in writing to the Client and shall be accompanied by a copy of the proposed reference and details of the time and medium for advertisement or announcement together with such other information or documentation as the Client may request.

16.5 The Service Provider shall immediately notify the Client of any loss or unauthorized disclosure or use of any the Confidential Information that comes to its attention.

16.6 Without affecting any other rights or remedies that the Client may have, the Service Provider acknowledges that a person with rights under this Clause 16 of these General Conditions may be irreparably harmed by any breach of its terms and that damages alone may not necessarily be an adequate remedy. Accordingly, the Service Provider hereby acknowledges (without proof of actual damages) that injunctive relief, specific performance or other similar relief in favour of the Client or any of its Affiliates may be an appropriate and necessary remedy for any threatened or actual breach of the terms of this Clause 16 of these General Conditions.

16.7 This Clause 16 of these General Conditions shall not apply to any information which:

(a) at the time of its disclosure is in, or subsequently comes into the public domain, except through the breach of any of the undertakings by the Service Provider;

(b) is lawfully received by, is already in the lawful possession of, or subsequently comes lawfully into the possession of the Service Provider from a third party who does not owe and is not under any obligation to keep the information confidential;

(c) is independently developed by that Service Provider without reference to the Confidential Information; or

(d) is required to be disclosed by law, pursuant to legal process, or by any governmental or competent regulatory authority,

provided that, to the extent permitted by law, the Service Provider shall immediately notify the Client of such requirement and consult and take into account reasonable requests of the Client in relation to the form, timing, content and purpose of the required disclosure.

Confidential Information shall not be deemed to be within the above exceptions merely because it is (i) covered by more general public information, or (ii) a combination derivable from separate sources of public information, none of which discloses the combination itself.

16.8 This Clause 16 of these General Conditions shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

17. **FORCE MAJEURE**: If the performance of this Agreement, or of any obligation hereunder, is interfered with by a Force Majeure Event, then the Party affected will be excused from performance on a day-to-by basis to the extent of such interference and the other Party will likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relating to the performance so interfered with, provided that the Party so affected uses best efforts to remove such causes of non-performance and provided performance is not delayed by more than three (3) continuous months. If either Party does not agree that a Force Majeure Event has occurred then the dispute shall be dealt with pursuant to Clause 24 of these General Conditions.

18. TERMINATION

18.1 The Parties acknowledge and agree that the Client has the option to conclude this Agreement at any time, on giving at least fourteen (14) days' written notice in advance to the Service Provider.

18.2 If the Client gives notice under Clause 18.1 of these General Conditions, this Agreement shall terminate at the end of the Exit Period.

18.3 A Party shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the other Party:

(a) if that other Party is in material breach of any of its obligations under this Agreement and either that breach is incapable of remedy or the other Party shall have failed to remedy that breach within seven (7) days of receiving written notice requiring it to remedy that breach;

(b) if that other Party is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up, or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or another receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other Party or the

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other Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction;

(c) if the Service Provider or any of its directors, managers, partners, representatives, or owners is charged with engaging in any criminal activity, in particular, relating directly or indirectly to the performance of this Agreement or any other agreement held with the Client or any of its Affiliates; or

(d) (if such Service Provider is a partnership or similar corporate structure involving natural persons), any of the partners dies, has a receiving order made against him, or commits any act of bankruptcy.

18.4 If the Client terminates this Agreement pursuant to Clause 18.1 of these General Conditions or if the Service Provider terminates this Agreement under Clause 18.3 (a) or Clause 18.3(b) of these General Conditions, the Client shall pay the Service Provider the portion of the outstanding Fees relating to the Services properly and satisfactorily carried out prior to the effective date of termination on a pro-rata basis but, subject to Clause 18.8 of these General Conditions, the Client shall have no other liability to the Service Provider for any loss or damage suffered or costs incurred by the Service Provider arising out of or in relation to the termination of the Agreement.

18.5 If the Client exercises its rights of termination under Clause 18.3 of these General Conditions, the Client shall be entitled to claim damages and compensation for any losses, costs, and/or expenses suffered or incurred pursuant to the breach. The Client shall not be liable to the Service Provider for any losses, claims, damages, fees, liabilities, costs, or expenses suffered or incurred by the Service Provider resulting from such termination.

18.6 Upon expiry or termination, as the case may be, of this Agreement, the Service Provider shall, without limitation, promptly deliver to the Client, or, if instructed by the Client, thoroughly destroy, and permanently erase the Confidential Information, all Project Materials (in any state of completion) and any other materials relating to the business of the Client, its Affiliates, this Agreement, Services or the Project that are in the Service Provider's possession or control. The Service Provider must also use its best efforts to ensure that anyone to whom it has supplied any Confidential Information returns, destroys, or permanently erases (to the extent technically practicable) such Confidential Information and any copies made thereof. No copies of the foregoing items may be retained by the Service Provider, except as required by applicable law or by any competent judicial, governmental, supervisory, or regulatory body. The Service Provider shall subsequently issue a written confirmation in the format acceptable to the Client certifying that the provisions in this Clause 18.6 have been complied with fully.

18.7 Upon expiry or termination of this Agreement, neither Party will in any way exhibit any links or display any information or make any representation that would lead any person to believe that the Parties are linked, associated, or related in any manner, in relation to the Services, the Project or otherwise.

18.8 Any expiry or termination of this Agreement shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after expiry or termination of this Agreement.

18.9 Upon the Client's request, and in connection with the termination or expiration of this Agreement, the Service Provider will provide the Client with all reasonable assistance requested by the Client to facilitate the transition of the Services or the Project (the "**Exit Period**") to a replacement service provider (the "**Exit Services**"). The Service Provider shall provide the Exit Services at its then-applicable hourly rates. This Clause shall survive termination or expiration of this Agreement.

19. LIABILITY AND INDEMNITY

19.1 The Service Provider shall defend, indemnify and hold harmless the Client, its personnel, representatives, and its Affiliates (the "**Indemnified Persons**") from and against any and all claims, damages, liabilities, losses (including any loss of, or damage to, any property of, or injury to or death of, any person) and expenses of any kind whatsoever (including the costs in connection with defending against any of the foregoing or in enforcing this indemnity) incurred or suffered by the Indemnified Persons arising from or in connection with any wilful or negligent act or omission by the Service Provider or its personnel, representatives or Third Party Providers and/or any breach by the Service Provider of this Agreement or applicable laws or arising directly or indirectly out of the performance by the Service Provider of its obligations under this Agreement.

19.2 The Service Provider shall defend, indemnify and hold harmless the Indemnified Persons from and against any taxes, demands, penalties, or other charges that may be made by the relevant authorities (outside the United Arab Emirates) against the Indemnified Persons or any payments made by the Indemnified Persons in respect of such taxes, demands, penalties or other charges (outside the United Arab Emirates) relating to the provision of the Services by the Service Provider which has not been earlier notified or agreed to by the Client in writing.

19.3 In the event that any claim is made or an action filed pursuant to Clauses 19.1 and 19.2 of these General Conditions, the Service Provider shall immediately (in any event no later than three (3) days from the day it becomes aware of such claim or action) notify the Client in writing of such claim or action together with the relevant details (in any event no later than three (3) days from the day of it being requested by the Client) and shall not settle any such matter without first consulting the Client.

19.4 The aggregate liability of the Service Provider, its members, employees or consultants whether in contract, tort, or otherwise shall in no circumstances exceed the aggregate value of five times the Service Provider's fees, paid or payable, in respect of the engagement under this Agreement in the period of twelve (12) months prior to the date of the breach of contract or commission of the tort; provided, however, that Service Provider's maximum, aggregate liability under this Agreement shall not exceed five million U.S. dollars (USD5,000,000.00). To the extent permitted by law all other liabilities are expressly excluded including, without limitation to the generality to the foregoing, any liability for consequential damages, economic loss, or failure to realise anticipated profits, savings, or other benefits. For the avoidance of doubt, the Service Provider's liability shall not be limited (i) in cases of fraud, gross negligence, corrupt practices, personal death or bodily harm and/or wilful misconduct on part of the Service Provider, (ii) in relation to third party infringement of intellectual property claims arising from the Services, (iii) breaches of confidentiality or data privacy obligations in the Agreement.

19.5 This Clause 19 of these General Conditions shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

20. **INSURANCE:** The Service Provider undertakes to obtain and maintain at its own expense a policy or policies of insurance with reputable insurers, valid and enforceable in the jurisdiction where it is providing and delivering the Services, adequately insuring the Service Provider against potential liabilities under or in relation to this Agreement, to an extent and to limits that would be reasonably expected in accordance to Good Industry Practice and applicable laws, provided that the requirements stated herein shall not be construed in any way as limiting the Service Provider's liability under this Agreement or as constituting any waiver by the Client of any of its rights or remedies under this Agreement or under the law.

21. ASSIGNMENT AND SUB-CONTRACTING

21.1 The Service Provider may not assign, subcontract, transfer, create a charge over or otherwise dispose of any of its rights or obligations under this Agreement without the prior written approval of the Client.

21.2 Notwithstanding any approval from the Client of any assignment or

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subcontract arrangement entered into by the Service Provider in respect of this Agreement, the Service Provider shall nonetheless continue to be liable for the performance of all obligations stipulated in this Agreement.

22. NOTICES:

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (with confirmation), mailed by registered or certified mail (return receipt requested), or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice).

23. APPROVALS AND AUTHORITY

23.1 The Service Provider must not incur any Programme Costs without first obtaining the Client's approval.

23.2 Any reference in this Agreement to the Client's "written approval" shall mean written approval by directors or employees of the Client authorised to approve the Service Provider's plans and schedules and/or expenditures, and as notified by the Client to the Service Provider from time to time (the "**Authorised Signatories**").

24. GOVERNING LAW AND DISPUTE RESOLUTION: This Agreement will be governed by and construed in accordance with the laws of the Emirate of Dubai (excluding the DIFC laws) and applicable laws of the United Arab Emirates. All disputes or claims arising out of or in connection with this Agreement or any breach of this Agreement will, unless settled amicably, be settled by the courts of the Emirate of Dubai (as established pursuant to Dubai Law No. 3 of 1992 and referred to in Dubai Law No.13 of 2016)) who will have the exclusive jurisdiction to resolve the dispute.

25. GENERAL

25.1 **No Partnership or Agency**

Nothing in this Agreement shall constitute or be deemed to constitute a relationship of an agency, partnership or joint venture between the Parties and none of the Parties shall have any authority to represent, bind or commit the other Party in any manner or to incur expenditure in the name or for the account of the other Party unless otherwise agreed in writing.

25.2 **Waiver**

No failure of any Party to exercise and no delay by it in exercising any right, power, or remedy in connection with this Agreement shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other right.

25.3 **Amendments**

Any amendment of this Agreement shall not be binding on the Parties unless set out in writing, expressed to amend this Agreement and signed by the authorised signatories of the Parties.

25.4 **Severability**

If any term of this Agreement is or becomes illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability in that jurisdiction of any other term of this Agreement or any other provision of this Agreement.

25.5 **Further Assurance**

Each Party undertakes, at its own cost, to sign all documents and to do all other acts, which may be necessary to give full effect to this Agreement.

25.6 **Costs**

Each Party shall pay the costs and expenses incurred by it in connection with the negotiation and/or execution of this Agreement.

25.7 **Language**

Any notice or document to be provided in connection with this Agreement must be in English.

25.8 **Subcontractors/Third Party Providers**

The Service Provider may not use any Third Party Providers to provide the Services without the written permission of the Client.

25.9 **Third Party Rights**

Except as expressly stated herein, a person who is not a party to this Agreement may not enforce any of its terms.

25.10 **Entire Agreement**

This Agreement and the documents referred to in it, contain the whole agreement between the Parties relating to the transactions contemplated by this Agreement and supersede all previous written or verbal agreements between the Parties relating to those transactions.

25.11 **Counterparts**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each Party may enter into this Agreement by executing any such counterpart.

[End of General Conditions]

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GENERAL CONDITIONS OF THE SERVICES AGREEMENT

1. DEFINITION AND INTERPRETATION

1.1 In the Agreement:

"AED" means dirhams, the lawful currency of the United Arab Emirates;

"Affiliates" means (i) in relation to the Client, all other Departments or entities owned by or associated with the Government of Dubai, and (ii) in relation to the Service Provider, any person directly controlling, controlled by, or under direct or indirect common control with the Service Provider; and "**Affiliate**" is to be interpreted accordingly;

"Agreement" means this Agreement (including the General Condition), as amended, restated, supplemented, or otherwise modified from time to time;

"Applicable Laws" means all applicable laws and any other instruments having the force of law in Dubai or the United Arab Emirates, as they may be issued and in force from time to time;

"Authorised Signatory" has the meaning given in Clause 23 of these General Conditions and "Authorised Signatory" means any one of the Authorised Signatories;

"Benefits" means any rebates, commissions, discounts, rebates, volume discounts, "free" media space, gifts, and any other benefits whether received by the Service Provider or the Service Provider's Group;

"Business Day" means a day, excluding Saturday, Sunday, and public holidays, on which licensed commercial banks are open for business in Dubai, United Arab Emirates;

"Client" means the client engaging the Service Provider to provide the Services as defined in the Services Agreement;

"Client's Brand" means all Intellectual Property Rights associated with the Client's brand name(s) and/or logo(s) including all trademarks, domain names, and catchphrases;

"Commencement Date" means the commencement date of the Services as further defined in the Services Agreement;

"Confidential Information" means any information or document in whatever form or format belonging to, in the possession of, under the control of, in the knowledge of, or howsoever related to the Client or its Affiliates, which has been disclosed or made available, directly or indirectly, to the Service Provider in any manner, which is (or which the Service Provider should reasonably assume is) (i) confidential to the Client or any of its Affiliates; or (ii) which has been designated as confidential by the Client or its Affiliates; or (iii) the unauthorised disclosure of which would, or would be likely to, prejudice the interests of the Client or its Affiliates, and this includes all Intellectual Property Rights, trade secrets, know-how, all personal and sensitive data and all discussions, negotiations and services provided or to be provided relating wholly or partly to the Services, the Project, this Agreement or the affairs of the Client or its Affiliates;

"Deliverables" means any of the items to be supplied by the Service Provider to the Client as part of the Services or as agreed between the Parties from time to time;

"Exit Services" has the meaning given in Clause 18.9 of these General Conditions;

"Fees" means the fee or fees specified in Schedule 1(B) (*Fees and Payment*) of the Services Agreement;

"Force Majeure Event" means any event or condition beyond the reasonable control of the affected Party, which arises after the date of this Agreement and completely and totally prevents the performance of its obligations under this Agreement (but not arising as a result of its own fault or negligence);

"General Conditions" means these General Conditions;

"Good Industry Practice" means the practices, methods, and procedures and that best degree of skill, diligence, prudence, and foresight which would reasonably be expected to be observed by a skilled and experienced professional of international repute engaged in carrying out activities the same as, or similar to, the Services under the same or similar circumstances;

"Intellectual Property Rights" means (i) copyright, patents, database rights, and rights in trademarks, designs, know-how, and confidential information (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Interest Rate" means the interest rate of seven percent (7%) per annum calculated daily;

"Key Personnel" means those key personnel identified in Schedule 1(F) (*Key Personnel*) of the Services Agreement;

"Main Representative" has the meaning ascribed to it in Clause 14.1 of these General Conditions;

"PR Materials" means any finished press releases and all other press and publicity materials created by the Service Provider in the course of providing Services to the Client under this Agreement;

"Pre-Existing Third Party Materials" means any and all pre-existing Intellectual Property Rights created by a third party and provided by or used by the Service Provider or a Third Party Provider in connection with performing the Services, in each case not created, developed, or invented in the course of, or as part of, providing the Services or Project Materials;

"Programme Costs" means any fees charged by Third Party Providers;

"Project" has the meaning given in Clause 2 (*Project*) of the Particular and Additional Clauses of the Services Agreement;

"Project Materials" means any materials, documents, tools, and data created, developed, or invented by the Service Provider or Third Party Providers, and their respective representatives or Third Party Providers (whether individually or jointly with the Client) in relation to or as part of the performance of the Services, including the Deliverables but excluding the Service Provider's Materials;

"Project Plan" means the comprehensive plan for the provision of the Services, detailing the timeline for the delivery and completion of each phase and element of the Services, as agreed by the Parties in writing from time to time, and shall include the Strategic Communications Plan;

"Records" has the meaning given in Clause 13.1 of these General Conditions;

"Services" means the services to be provided by the Service Provider pursuant to and in accordance with this Agreement including those described in Schedule 1(A) of the Services Agreement, including the Deliverables, the Exit Services, and any services which are necessary or incidental to the provision of the Services;

"Services Agreement" means the Services Agreement to which these General Conditions are attached and including the Particulars and Additional Clauses, incorporated therein and the Schedules and Annexes to the Services Agreement;

"Service Provider" means the service provider providing the Services to the Client as defined in the Services Agreement;

"Service Provider Group" means the Service Provider and all of its Affiliates;

"Service Provider's Materials" means (i) materials, documents, tools, data, whether personal, sensitive or otherwise, information, text, drawings, and any

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other property of the Service Provider that is embodied in any medium, including, but not limited to, electronic, optical, magnetic or tangible media, provided to, granted the permission to use and access, or otherwise made available by the Service Provider to the Client for the purpose of this Agreement; and (ii) materials, documents tools, data, whether personal, sensitive or otherwise, information, text, drawings; and (iii) any other property of the Service Provider that is embodied in any medium, including, but not limited to, electronic, optical, magnetic or tangible media, provided that, in the case of all materials specified in (i), (ii) and (iii), such materials do not include those created, developed or invented in the course of providing the Services or as part of the Services;

"Service Provider Personnel" means the employees, agents, and consultants of the Service Provider and of any Third Party Provider engaged in the performance of the Service Provider's obligations under this agreement;

"Strategic Communication Plan" means a plan adopted and approved by Client in accordance with this Agreement;

"Term" has the meaning ascribed to in the Services Agreement; and

"Third Party Provider" means a third party that is engaged by the Service Provider in the course of providing the Services.

1.2 In the Agreement:

(a) references to a person or party include an individual, a body corporate, a partnership, and an unincorporated association of persons;

(b) references to a Party to this Agreement include references to the successors or assigns (immediate or otherwise) of that Party;

(c) references to day or days mean a twenty-four-hour day including Friday, Saturday, and public holidays;

(d) the headings do not affect its interpretation;

(e) the schedules form part of it and any reference to **Clause** or **Schedule** means, unless otherwise specified, a clause of the General Conditions or a Schedule to the Services Agreement respectively;

(f) the words **include** and **including** shall mean including without limitation; and

(g) if there is any conflict or inconsistency between these General Conditions and the Services Agreement and any of its Schedules or other documents referred to or otherwise incorporated into this Agreement, the order of precedence shall be as follows:

(i) the General Conditions

(ii) the Services Agreement and its Schedules; and

For the avoidance of doubt, the Parties hereby agree that if any part of the Services Agreement specifically amends another part of this Agreement, such amendment shall prevail and will not be considered an inconsistency.

(h) if there is any conflict or inconsistency between the terms of any of the Schedules then the earlier Schedule prevails over the later Schedule to the extent of any such inconsistency.

1.3 Clauses 1.1 and 1.2 of these General Conditions apply unless expressly defined or set out otherwise.

2. TERM

The Term shall be as set forth in the Services Agreement.

3. PROJECT PLAN

The Service Provider undertakes to provide the Services in accordance with the Project Plan and this Agreement as may be varied or amended in writing from time to time with the Client's prior written approval, in accordance with the terms and conditions of this Agreement.

4. ACCEPTANCE AND AMENDMENTS

4.1 The Parties agree that each Deliverable shall be subject to the written acceptance by the Client. Upon receiving a Deliverable, the Client shall confirm in writing within five (5) Business Days as to whether or not the Deliverable has been accepted or rejected. For the sake of clarity, the Service Provider shall not be held responsible for any failure by the Client to respond within the said timeframe, nor shall any such failure be deemed to imply acceptance of such Deliverable.

4.2 If a Deliverable is rejected by the Client, the Client shall communicate to the Service Provider the reason for the rejection and the Service Provider shall amend the Deliverable to accord with the requirements of the Client and re-submit the same for acceptance within five (5) Business Days of such communication from the Client, in accordance with Clause 4.1 above of these General Conditions. The Service Provider shall fully bear the risk of any increases in its own costs relating to the rejected Deliverables.

5. AMENDMENTS TO WORK IN PROGRESS

The Client may request the Service Provider to cancel or amend any and all plans, schedules, or work in progress. The Service Provider will take all reasonable steps to comply with any such request and will take reasonable steps to mitigate any associated costs with such cancellation or amendments.

6. TIME FOR PERFORMANCE

Subject to Clause 17 of these General Conditions, any time for performance of the Services as the Project Plan, or any part thereof, shall be of the essence.

7. REPRESENTATIONS, WARRANTIES, AND UNDERTAKINGS BY THE SERVICE PROVIDER

7.1 The Service Provider represents, warrants, and undertakes to the Client that:

(a) it has been duly incorporated or established and is validly existing under the laws of the jurisdiction of its incorporation or establishment and has the relevant constitutional approvals to perform the Services in accordance with the terms of this Agreement;

(b) this Agreement has been duly authorised and upon execution will constitute a valid and legally binding agreement of the Service Provider enforceable against it in accordance with its terms;

(c) it is not aware of any insolvency or winding-up orders made against it, nor of any threatened or pending insolvency or winding-up proceedings instituted against it and there is no action, suit or proceeding, or official investigation before or by any relevant authorities, arbitral tribunal or other body pending or, threatened against or affecting it or any of its properties, rights or assets, which could reasonably be expected to lead to reputational harm to the Client or result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement; and will promptly inform the Client after the Commencement Date (if permitted by law) as to any updated disclosures concerning this Clause;

(d) it is not bound by any agreement with any third party which is inconsistent or may adversely affect its ability to carry out its obligations under this Agreement;

(e) none of the information furnished by it to the Client, including in connection to itself, its personnel, Affiliates, representatives, and/or Third Party Provider and as contained in this Agreement, contains any untrue or inaccurate information or omits to state any fact the omission of which makes any such information to be misleading, and it is not aware of any material facts or circumstances that have not been disclosed to the Client which might if disclosed, adversely affect the decision of the Client to enter into this Agreement;

(f) it possesses all requisite certificates, licences, and authorisations for the performance of the Services;

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(g) it will ensure that its personnel, representatives, and/or Third Party Provider sign and submit to the Client any required non-disclosure agreement;

(h) it will not, nor will its personnel, Affiliates, representatives, and Third Party Providers, accept or give any illegal or improper commission, gift, financial benefit, or inducement from or to any person or party in connection with the Services or this Agreement and will ensure that its personnel, Affiliates, representatives and Third Party Providers will not accept or give any such commission, gift, benefit or inducement, and will immediately give the Client details of any such commission, gift, benefit or inducement which may be offered to, received from or requested by any party

(i) while performing the Services, it will exercise independent professional judgment and may examine and verify all releases, technical information, data, or other information furnished to the Service Provider in connection with this Agreement, whether such information is furnished by the Client or its personnel, or other project partners, contractors or otherwise. The Service Provider shall immediately report in writing to the Client if it discovers any error, omission, or discrepancy in such information. The Service Provider shall not, in any way, be relieved of any obligation under this Agreement should any release, technical information, data, or other information obtained from the Client or its personnel, or other project partner, contractors or otherwise be incorrect and/or insufficient to the extent such errors could reasonably be expected to be detected, under the circumstances, by exercising Good Industry Practice;

(j) it will not, and it will ensure that its personnel, Affiliates, representatives and Third Party Providers will not, misuse, abuse, or otherwise do any unauthorised act with respect to any materials, equipment, or Confidential Information of the Client and shall only use the materials, equipment and Confidential Information of the Client for the purposes of this Agreement and in accordance with the instructions, conditions and/or restrictions provided by the Client; and

(k) it recognises the goodwill attached to the Client's name and will not take or do any action or permit or suffer any action that would be detrimental to the goodwill associated with the Client's name or create unfavourable publicity or bring disrepute to the Client. It undertakes to fully protect the goodwill, reputation, and image of the Client and its Affiliates at all times.

7.2 The Service Provider undertakes to the Client that it will devote all of its time, attention, skill, and care as may be necessary for the proper performance of the Services and its obligations under this Agreement, and in any event, no less time than in accordance with Good Industry Practice and all Applicable Laws.

7.3 The Service Provider represents, warrants, and undertakes to the Client that it shall strictly comply with the information security requirements mutually agreed upon by the Parties.

8. **OBLIGATIONS OF THE CLIENT**: The Client shall use its reasonable efforts to ensure the accuracy of the Information provided to the Service Provider.

9. **SERVICE PROVIDER'S PERSONNEL**

9.1 The Service Provider shall be responsible for the management of all Service Provider's Personnel.

9.2 The Client shall have the right, by written notice to the Service Provider, to require the removal of any member of the Service Provider's Personnel from the provision of the Services who, in the reasonable opinion of the Client, is not performing the Services properly, efficiently or effectively. The exercise of this right shall not relieve the Service Provider of its obligations under this Agreement.

9.3 The Service Provider shall use reasonable endeavors to ensure that each member of the Key Personnel devotes that percentage of such member's time as specified in Schedule 1 (F) (*Key Personnel*) of the Services Agreement in connection with providing the Services. The Service Provider shall retain the services of the Key Personnel and will not remove or change any member of the Key Personnel unless: (a) that person is on long-term sick leave or ceases to be employed or retained by the Service Provider or any of its Affiliates; (b) the Services or other obligations for which the person is employed are completed; or (c) with the Client's prior written consent, acting reasonably (and provided that the Service Provider has provided the Client with consultation rights and addressed such feedback the Client shall provide such consent). All costs associated with the removal or replacement of any Service Provider's Personnel shall be borne by the Service Provider.

10. **FEES**

10.1 In consideration of the Service Provider performing the Services on the terms of this Agreement, the Client shall pay to the Service Provider the Fees. Other than as expressly provided in Schedule 1(B) (*Fees and Payment*) and this Agreement, the Fees shall be inclusive of all charges, expenses, and taxes of any nature whatsoever and there shall be no other payment or disbursement payable by the Client to the Service Provider under this Agreement.

10.2 The Service Provider shall be entitled to render invoices at the time and in the manner stated in Schedule 1. Subject to Clause 10.3 of these General Conditions or unless the Parties otherwise agree, the payment of any sums due shall be made within sixty (60) days from receipt of the invoice, provided it was properly rendered. An invoice shall only be deemed to have been properly rendered upon the Service Provider submitting all documents reasonably required by the Client to support each invoice. All invoices and supporting documents must be sent to the invoice address specified in Schedule 1 of the Services Agreement. The Service Provider agrees that if an invoice is not presented in the manner and in accordance with this Clause 10.2 of these General Conditions and Schedule 1 of the Services Agreement or, in any event, within six (6) months from the date the relevant Services which are the subject matter of the invoice being completed, then the Client shall not be obliged to make any payment in relation to such invoice.

10.3 If the amount in any invoice is disputed by the Client, the following provisions shall apply:

(a) The Client shall pay to the Service Provider, in accordance with Clause 10.2 of these General Conditions, all amounts not disputed by the Client;

(b) The Client shall notify the Service Provider of any disputed item and shall describe in reasonable detail the reasons for disputing the item; and

(c) within seven (7) days of the Service Provider receiving the notice referred to in Clause 10.3(b) of these General Conditions, the Parties shall seek to reach a settlement on the item that is the subject of the dispute, failing which, the dispute shall be dealt with pursuant to Clause 24 of these General Conditions.

10.4 The Fees may not be increased without the prior written consent of the Client.

10.5 The Client shall have the right to deduct from any monies due or which may become due to the Service Provider any monies or sums recoverable from the Service Provider by the Client as set out in Schedule 1(B) (*Fees and Payment*) of the Services Agreement or in respect of any claims against the Service Provider.

10.6 Payment by the Client shall be without limitation to any claims or rights which the Client may have against the Service Provider and shall not constitute any acceptance by the Client of the performance by the Service Provider of its obligations hereunder.

11. **PROGRAMME COSTS**: The Service Provider may not incur any Programme Costs without the express written approval of the Client. The Client shall not reimburse any costs incurred by the Service Provider in the performance of the Services except as expressly specified in this Agreement or agreed by the Client in writing.

12. **BENEFITS**: In respect of each Third Party Provider, the Service Provider must

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provide to the Client all of the Benefits received by the Service Provider Group in respect of the Client, whether such Benefits are reflected in the amount invoiced by the Third Party Provider or subsequently provided directly or indirectly to any member of the Service Provider Group.

13. RECORDS AND AUDIT

13.1 During the term of this Agreement and for 10 years after its termination, the Service Provider shall maintain records related to the performance of its obligations under this Agreement ("**Record**").

13.2 The Service Provider will allow the Client by its own personnel or by an independent auditor ("**Auditor**") access to all the records and may redact from the Records confidential financial, payroll, personnel or other confidential records of the Service Provider that do not relate directly to the Client. Any access for the purpose of auditing or otherwise inspecting the Records shall be on not less than fourteen (14) days' written notice at any time during normal business hours.

13.3 Save to the extent that any records relate only to the Service Provider's other clients and do not relate at all to the Client:

(a) all rights in the Records (including Intellectual Property Rights and any data and information created, obtained, compiled or verified by the Service Provider) will belong to the Client and will be deemed to be Project Materials for the purpose of the Agreement; and

(b) the Records will constitute Confidential Information of the Client for the purposes of this Agreement.

13.4 The Service Provider shall, and shall procure that the members of the Service Provider Group shall, allow the Auditor access to all the records to audit the Service Provider's obligations under this Agreement. The Service Provider shall provide all Records and data in a format reasonably requested by the Auditors.

13.5 Should any audit or inspection of the Records by the Client reveal that the Client has been overcharged, the Service Provider shall reimburse to the Client:

(a) the amount of the overcharge within seven (7) days at the Interest Rate; and

(b) the actual third party costs charged to the Client by the Auditor in respect of the Audit.

15.6 The Client and the Auditor will ensure that any information obtained in the course of the audit relating specifically to the Service Provider's and Service Provider Group's business (excluding the Records) is kept in the strictest confidence and not used for any purpose other than the proper conduct if the audit. Prior to carrying out any audit, the Client shall procure the Auditor's agreement to comply with this Clause.

14. **MAIN REPRESENTATIVE AND PERSONNEL:** During the Term, each Party will designate a senior member of their personnel who will be the primary contact for communications between the Parties (the "**Main Representative**") and who shall be responsible for the coordination of all matters relating to the Services and this Agreement for and on behalf of that Party. The contact details of each Party's Main Representative are set out in Schedule 1 of the Services Agreement.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 The Client acknowledges that the rights to the Service Provider's Materials are vested, and shall remain vested, in the Service Provider. In the event any part of the Services includes the Service Provider's Materials, or Pre-Existing Third Party Materials, the Service Provider hereby grants to the Client and its Affiliates a licence in respect of any such Service Provider's Materials, and shall ensure that any third party grants a license to the Client and its Affiliates with respect to any Pre-Existing Third Party Materials which form part of or are contained in the Services and such licence shall be as follows:

(a) is worldwide, exclusive, non-transferrable, and perpetual, and non-sublicensable (except to the Client's Affiliates);

(b) entitles the Client and its Affiliates only to use, reproduce, adapt, distribute, publish, translate, store, archive, transmit, any part of or derivative of such Service Provider's Materials, or Pre-Existing Third Party Materials, as applicable, for its internal business purposes pursuant to this Agreement and for any future implementation of the Project and in any platform or media channel whatsoever;

(c) is not subject to any limitations of use including but not limited to those arising from moral rights; and

(d) is fully paid-up and not subject to any on-going or additional fees or charges (including any licence fee or royalty).

For the avoidance of doubt, the license in Clause 15.1. of these General Conditions shall exclude the media lists of the Service Provider. The Service Provider represents and warrants that it holds all rights in the Service Provider's Materials to be able to grant the licence contained in this Clause 15.1 of these General Conditions, and in the event that the Service Provider's Materials or Project Materials contain any matter in which Pre-Existing Third Party Materials are incorporated, that the Service Provider has the right to grant or sub-licence those rights to the extent required to provide the license set forth above in Clause 15.1 of these General Conditions. At the request of the Client, the Service Provider shall provide the Client with evidence of its ownership of the rights in the Service Provider's Materials or of its rights as licensee of any third party rights, as the case may be.

If the Service Provider is unable to obtain the license set forth above in Clause 15.1 with respect to Pre-Existing Third Party Materials, the Service Provider shall advise the Client whether or not there is adequate substitution for such Pre-Existing Third Party Materials and any impact to the Project Plan.

15.2 The Service Provider agrees that it shall not acquire any rights in the Intellectual Property Rights, or the Client's Brand.

15.3 Any Deliverables which are not considered the Service Provider's Materials or Pre-Existing Third Party Materials are automatically deemed to be the Project Materials and shall belong exclusively to the Client and shall vest in the Client unconditionally and immediately upon the Project Materials having been created, developed, written or prepared. The Service Provider shall, at its own expense and at no cost to the Client, as applicable, (i) take all steps and sign all deeds and documents necessary to formalise such vesting in the Client or otherwise register such Intellectual Property Rights in the name of the Client, and (ii) at its own cost, acquire any Intellectual Property Rights that are incorporated in the Project Materials pursuant to this Clause, or any third party materials incorporated therein, from relevant personnel, agents, representatives, Third Party Providers and third parties, and assign and transfer such Intellectual Property Rights to the Client free of all claims and encumbrances, with full title guarantee.

15.4 The Service Provider undertakes to defend, indemnify and hold harmless the Client, its personnel, representatives and Affiliates, from and against any claim or action that the use or possession of the Project Materials (other than to the extent that the relevant Project Materials comprise material originating from the Client, its personnel, representatives or Affiliates) or any part of them:

(a) infringes the Intellectual Property Rights of a third party; and/or

(b) infringes the image rights, privacy, publicity rights, right to promote or related rights of a third party; and/or

(c) violates any applicable law, statute or subordinate legislation,

(together, the claims set forth in Clauses 15.8(a), 15.8(b) and 15.8(c) of these General Conditions, shall be referred to as the "**Claim**"),

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and shall indemnify the Client, its personnel, representatives, and Affiliates, from and against any and all losses, damages, fines, penalties, costs (including reasonable legal fees) and expenses incurred by or awarded against the Client, its personnel, representatives or Affiliates as a result of or in connection with any Claim.

15.5 If any Claim is made, or in the Service Provider's reasonable opinion is likely to be made, against the Client, its personnel, representative, or Affiliate, the Service Provider shall promptly, using its best endeavours and at its own expense, either:

(a) obtain for the Client, the right to continue using the Project Materials in the manner permitted under this Agreement; or

(b) modify or replace the infringing part of the Project Materials so as to avoid the infringement or alleged infringement, without prejudice to the representations and warranties in this Agreement in relation to all or any part of the Project Materials, and without diminishing or curtailing in any material respect the value of the Project Materials and/or the Services.

15.13 This Clause shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

16. CONFIDENTIALITY AND ANNOUNCEMENTS

16.1 The Service Provider undertakes, for the benefit of the Client and its Affiliates (who shall be entitled to enforce the terms of this Clause 16 of these General Conditions, to treat as confidential all Confidential Information, and such information is readily ascertainable in substantially the same form at the time of disclosure.

16.2 Except as expressly provided herein, the Service Provider will:

(a) not use Confidential Information for any purpose other than the fulfilment of its obligations under this Agreement and, for the avoidance of doubt, will not use any Confidential Information for the benefit of any of its clients;

(b) not disclose Confidential Information to any third party without the prior written consent of the Client;

(c) not make any copies of Confidential Information without the Client's prior consent; and

(d) protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information or information of like importance, but in no event with less than reasonable care.

16.3 The Service Provider may disclose the Confidential Information to its personnel, Affiliates, representatives, and Third Party Provider on a strictly need-to-know basis only. The Service Provider shall ensure that each of such personnel, Affiliates, representatives, and Third Party Provider enters into a written confidentiality undertaking with the Service Provider on terms similar to this Clause 16 of these General Conditions prior to any Confidential Information being disclosed to them.

16.4 The Service Provider undertakes that it shall not, without the prior written consent of the Client, permit or authorise the making of any public reference to this Agreement, or the Services or the Project, or to the Client or its Affiliates' businesses, operations, marketing and/or other plans. Any request by the Service Provider to make any such reference shall be made in writing to the Client and shall be accompanied by a copy of the proposed reference and details of the time and medium for advertisement or announcement together with such other information or documentation as the Client may request.

16.5 The Service Provider shall immediately notify the Client of any loss or unauthorized disclosure or use of any the Confidential Information that comes to its attention.

16.6 Without affecting any other rights or remedies that the Client may have, the Service Provider acknowledges that a person with rights under this Clause 16 of these General Conditions may be irreparably harmed by any breach of its terms and that damages alone may not necessarily be an adequate remedy. Accordingly, the Service Provider hereby acknowledges (without proof of actual damages) that injunctive relief, specific performance or other similar relief in favour of the Client or any of its Affiliates may be an appropriate and necessary remedy for any threatened or actual breach of the terms of this Clause 16 of these General Conditions.

16.7 This Clause 16 of these General Conditions shall not apply to any information which:

(a) at the time of its disclosure is in, or subsequently comes into the public domain, except through the breach of any of the undertakings by the Service Provider;

(b) is lawfully received by, is already in the lawful possession of, or subsequently comes lawfully into the possession of the Service Provider from a third party who does not owe and is not under any obligation to keep the information confidential;

(c) is independently developed by that Service Provider without reference to the Confidential Information; or

(d) is required to be disclosed by law, pursuant to legal process, or by any governmental or competent regulatory authority,

provided that, to the extent permitted by law, the Service Provider shall immediately notify the Client of such requirement and consult and take into account reasonable requests of the Client in relation to the form, timing, content and purpose of the required disclosure.

Confidential Information shall not be deemed to be within the above exceptions merely because it is (i) covered by more general public information, or (ii) a combination derivable from separate sources of public information, none of which discloses the combination itself.

16.8 This Clause 16 of these General Conditions shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

17. **FORCE MAJEURE**: If the performance of this Agreement, or of any obligation hereunder, is interfered with by a Force Majeure Event, then the Party affected will be excused from performance on a day-to-by basis to the extent of such interference and the other Party will likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relating to the performance so interfered with, provided that the Party so affected uses best efforts to remove such causes of non-performance and provided performance is not delayed by more than three (3) continuous months. If either Party does not agree that a Force Majeure Event has occurred then the dispute shall be dealt with pursuant to Clause 24 of these General Conditions.

18. TERMINATION

18.1 The Parties acknowledge and agree that the Client has the option to conclude this Agreement at any time, on giving at least fourteen (14) days' written notice in advance to the Service Provider.

18.2 If the Client gives notice under Clause 18.1 of these General Conditions, this Agreement shall terminate at the end of the Exit Period.

18.3 A Party shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the other Party:

(a) if that other Party is in material breach of any of its obligations under this Agreement and either that breach is incapable of remedy or the other Party shall have failed to remedy that breach within seven (7) days of receiving written notice requiring it to remedy that breach;

(b) if that other Party is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up, or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or another receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other Party or the

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other Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction;

(c) if the Service Provider or any of its directors, managers, partners, representatives, or owners is charged with engaging in any criminal activity, in particular, relating directly or indirectly to the performance of this Agreement or any other agreement held with the Client or any of its Affiliates; or

(d) (if such Service Provider is a partnership or similar corporate structure involving natural persons), any of the partners dies, has a receiving order made against him, or commits any act of bankruptcy.

18.4 If the Client terminates this Agreement pursuant to Clause 18.1 of these General Conditions or if the Service Provider terminates this Agreement under Clause 18.3 (a) or Clause 18.3(b) of these General Conditions, the Client shall pay the Service Provider the portion of the outstanding Fees relating to the Services properly and satisfactorily carried out prior to the effective date of termination on a pro-rata basis but, subject to Clause 18.8 of these General Conditions, the Client shall have no other liability to the Service Provider for any loss or damage suffered or costs incurred by the Service Provider arising out of or in relation to the termination of the Agreement.

18.5 If the Client exercises its rights of termination under Clause 18.3 of these General Conditions, the Client shall be entitled to claim damages and compensation for any losses, costs, and/or expenses suffered or incurred pursuant to the breach. The Client shall not be liable to the Service Provider for any losses, claims, damages, fees, liabilities, costs, or expenses suffered or incurred by the Service Provider resulting from such termination.

18.6 Upon expiry or termination, as the case may be, of this Agreement, the Service Provider shall, without limitation, promptly deliver to the Client, or, if instructed by the Client, thoroughly destroy, and permanently erase the Confidential Information, all Project Materials (in any state of completion) and any other materials relating to the business of the Client, its Affiliates, this Agreement, Services or the Project that are in the Service Provider's possession or control. The Service Provider must also use its best efforts to ensure that anyone to whom it has supplied any Confidential Information returns, destroys, or permanently erases (to the extent technically practicable) such Confidential Information and any copies made thereof. No copies of the foregoing items may be retained by the Service Provider, except as required by applicable law or by any competent judicial, governmental, supervisory, or regulatory body. The Service Provider shall subsequently issue a written confirmation in the format acceptable to the Client certifying that the provisions in this Clause 18.6 have been complied with fully.

18.7 Upon expiry or termination of this Agreement, neither Party will in any way exhibit any links or display any information or make any representation that would lead any person to believe that the Parties are linked, associated, or related in any manner, in relation to the Services, the Project or otherwise.

18.8 Any expiry or termination of this Agreement shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after expiry or termination of this Agreement.

18.9 Upon the Client's request, and in connection with the termination or expiration of this Agreement, the Service Provider will provide the Client with all reasonable assistance requested by the Client to facilitate the transition of the Services or the Project (the "**Exit Period**") to a replacement service provider (the "**Exit Services**"). The Service Provider shall provide the Exit Services at its then-applicable hourly rates. This Clause shall survive termination or expiration of this Agreement.

19. LIABILITY AND INDEMNITY

19.1 The Service Provider shall defend, indemnify and hold harmless the Client, its personnel, representatives, and its Affiliates (the "**Indemnified Persons**") from and against any and all claims, damages, liabilities, losses (including any loss of, or damage to, any property of, or injury to or death of, any person) and expenses of any kind whatsoever (including the costs in connection with defending against any of the foregoing or in enforcing this indemnity) incurred or suffered by the Indemnified Persons arising from or in connection with any wilful or negligent act or omission by the Service Provider or its personnel, representatives or Third Party Providers and/or any breach by the Service Provider of this Agreement or applicable laws or arising directly or indirectly out of the performance by the Service Provider of its obligations under this Agreement.

19.2 The Service Provider shall defend, indemnify and hold harmless the Indemnified Persons from and against any taxes, demands, penalties, or other charges that may be made by the relevant authorities (outside the United Arab Emirates) against the Indemnified Persons or any payments made by the Indemnified Persons in respect of such taxes, demands, penalties or other charges (outside the United Arab Emirates) relating to the provision of the Services by the Service Provider which has not been earlier notified or agreed to by the Client in writing.

19.3 In the event that any claim is made or an action filed pursuant to Clauses 19.1 and 19.2 of these General Conditions, the Service Provider shall immediately (in any event no later than three (3) days from the day it becomes aware of such claim or action) notify the Client in writing of such claim or action together with the relevant details (in any event no later than three (3) days from the day of it being requested by the Client) and shall not settle any such matter without first consulting the Client.

19.4 The aggregate liability of the Service Provider, its members, employees or consultants whether in contract, tort, or otherwise shall in no circumstances exceed the aggregate value of five times the Service Provider's fees, paid or payable, in respect of the engagement under this Agreement in the period of twelve (12) months prior to the date of the breach of contract or commission of the tort; provided, however, that Service Provider's maximum, aggregate liability under this Agreement shall not exceed five million U.S. dollars (USD5,000,000.00). To the extent permitted by law all other liabilities are expressly excluded including, without limitation to the generality to the foregoing, any liability for consequential damages, economic loss, or failure to realise anticipated profits, savings, or other benefits. For the avoidance of doubt, the Service Provider's liability shall not be limited (i) in cases of fraud, gross negligence, corrupt practices, personal death or bodily harm and/or wilful misconduct on part of the Service Provider, (ii) in relation to third party infringement of intellectual property claims arising from the Services, (iii) breaches of confidentiality or data privacy obligations in the Agreement.

19.5 This Clause 19 of these General Conditions shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

20. **INSURANCE:** The Service Provider undertakes to obtain and maintain at its own expense a policy or policies of insurance with reputable insurers, valid and enforceable in the jurisdiction where it is providing and delivering the Services, adequately insuring the Service Provider against potential liabilities under or in relation to this Agreement, to an extent and to limits that would be reasonably expected in accordance to Good Industry Practice and applicable laws, provided that the requirements stated herein shall not be construed in any way as limiting the Service Provider's liability under this Agreement or as constituting any waiver by the Client of any of its rights or remedies under this Agreement or under the law.

21. ASSIGNMENT AND SUB-CONTRACTING

21.1 The Service Provider may not assign, subcontract, transfer, create a charge over or otherwise dispose of any of its rights or obligations under this Agreement without the prior written approval of the Client.

21.2 Notwithstanding any approval from the Client of any assignment or

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subcontract arrangement entered into by the Service Provider in respect of this Agreement, the Service Provider shall nonetheless continue to be liable for the performance of all obligations stipulated in this Agreement.

22. NOTICES:

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (with confirmation), mailed by registered or certified mail (return receipt requested), or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice).

23. APPROVALS AND AUTHORITY

23.1 The Service Provider must not incur any Programme Costs without first obtaining the Client's approval.

23.2 Any reference in this Agreement to the Client's "written approval" shall mean written approval by directors or employees of the Client authorised to approve the Service Provider's plans and schedules and/or expenditures, and as notified by the Client to the Service Provider from time to time (the "**Authorised Signatories**").

24. GOVERNING LAW AND DISPUTE RESOLUTION: This Agreement will be governed by and construed in accordance with the laws of the Emirate of Dubai (excluding the DIFC laws) and applicable laws of the United Arab Emirates. All disputes or claims arising out of or in connection with this Agreement or any breach of this Agreement will, unless settled amicably, be settled by the courts of the Emirate of Dubai (as established pursuant to Dubai Law No. 3 of 1992 and referred to in Dubai Law No.13 of 2016)) who will have the exclusive jurisdiction to resolve the dispute.

25. GENERAL

25.1 **No Partnership or Agency**

Nothing in this Agreement shall constitute or be deemed to constitute a relationship of an agency, partnership or joint venture between the Parties and none of the Parties shall have any authority to represent, bind or commit the other Party in any manner or to incur expenditure in the name or for the account of the other Party unless otherwise agreed in writing.

25.2 **Waiver**

No failure of any Party to exercise and no delay by it in exercising any right, power, or remedy in connection with this Agreement shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other right.

25.3 **Amendments**

Any amendment of this Agreement shall not be binding on the Parties unless set out in writing, expressed to amend this Agreement and signed by the authorised signatories of the Parties.

25.4 **Severability**

If any term of this Agreement is or becomes illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability in that jurisdiction of any other term of this Agreement or any other provision of this Agreement.

25.5 **Further Assurance**

Each Party undertakes, at its own cost, to sign all documents and to do all other acts, which may be necessary to give full effect to this Agreement.

25.6 **Costs**

Each Party shall pay the costs and expenses incurred by it in connection with the negotiation and/or execution of this Agreement.

25.7 **Language**

Any notice or document to be provided in connection with this Agreement must be in English.

25.8 **Subcontractors/Third Party Providers**

The Service Provider may not use any Third Party Providers to provide the Services without the written permission of the Client.

25.9 **Third Party Rights**

Except as expressly stated herein, a person who is not a party to this Agreement may not enforce any of its terms.

25.10 **Entire Agreement**

This Agreement and the documents referred to in it, contain the whole agreement between the Parties relating to the transactions contemplated by this Agreement and supersede all previous written or verbal agreements between the Parties relating to those transactions.

25.11 **Counterparts**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each Party may enter into this Agreement by executing any such counterpart.

[End of General Conditions]

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