

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

BCW LLC

2. Registration Number

6227

3. Name of Foreign Principal

Abu Dhabi Future Energy Company PJSC - Masdar

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? 10/18/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

BCW will engage in strategic communications activities to support the UAE in its role as host country in 2023 for COP28, an annual global climate summit.

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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.

BCW will engage in strategic communications activities to support the UAE in its role as host country in 2023 for COP28, an annual global climate summit. BCW's activities may include communications strategy, global media relations, social media, and stakeholder relations.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

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.

A segment of BCW's global communications activities on behalf of Masdar will include outreach to US news media regarding the UAE's role as host of the COP28 global climate summit.

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

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

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

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

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

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

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

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

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

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

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

Date	Recipient	Purpose	Amount
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<sup>1</sup> "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.

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

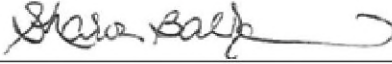
**EXECUTION**

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
11/03/2022	Sharon Balkam	/s/Sharon Balkam
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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
11/3/2022	Sharon Balkam	
_____	_____	_____
_____	_____	_____
_____	_____	_____



**ABU DHABI FUTURE ENERGY COMPANY PJSC- MASDAR (1)**

**and**

**ASDA'A ADVERTISING FZ-LLC (2)**

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**PROFESSIONAL SERVICES AGREEMENT  
RELATED TO PROVIDING GLOBAL  
COMMUNICATIONS AGENCY FOR COP28**

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**Agreement Reference Number: GF-GF-PSA-22-29034**

**THIS AGREEMENT** is dated 18 October 2022

**BETWEEN:**

- (1) **ABU DHABI FUTURE ENERGY COMPANY PJSC- MASDAR**, a private joint stock company established under the laws of the Emirate of Abu Dhabi (the **Company**); and
- (2) **ASDA'A ADVERTISING FZ-LLC**, an organization whose principal address is the gateway building, block A, 4th floor, Dubai Media City, P.O. Box 28063, Dubai, UAE (the **Consultant**).

Company and the Consultant shall be referred to herein either individually as a **Party** or collectively as the **Parties**.

**WHEREAS:**

- (A) The Consultant is engaged in the business of providing public relations and communication services for the Company and has considerable skill, knowledge and experience in that field to perform such services.
- (B) In reliance upon the Consultant's skill, knowledge and experience, Company has agreed to engage the Consultant to provide the Services (as defined below) to the Company or any other person or entity designated by the Company in writing for this purpose, and the Consultant has agreed to accept the engagement on the terms and conditions set out in this Agreement.

**NOW, THEREFORE**, it is agreed as follows:

**1. INTERPRETATION**

1.1 In this Agreement:

an **Affiliate** of the Consultant, means any person directly Controlling, Controlled by or under direct or indirect Common Control with the Consultant;

an **Affiliate** of the Company means Mubadala and any person Controlled by Mubadala;

**Commencement Date** means 30 September 2022

**Confidential Information** has the meaning ascribed to it in Clause 10;

**Consultant's Materials** means any property of the Consultant (other than any Project Materials);

**Controlling** (including the terms **Controlling**, **Controlled by** and **under Common Control**) with respect to the relationship between two or more persons, means the possession, directly or indirectly by equity ownership, contract or otherwise, of the power to direct the management or policies of the specified person;

**Deliverables** means the deliverables to be supplied by the Consultant to the Company as part of the Services or as agreed between the Parties from time to time;

**Fees** means the fee or fees specified in Schedule 1 payable by the Company to the Consultant in respect of the Services;

**Good Industry Practice** means the practices, methods and procedures and that degree of skill, diligence, prudence and foresight which would reasonably be expected to be observed by a skilled and

experienced consultant 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 trade marks, 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;

**Mubadala** means Mubadala Investment Company PJSC;

**Project Materials** means any works and materials created, developed, written or prepared by the Consultant, in relation to, or as part of, the performance of the Services (whether individually, collectively or jointly with the Company and on whatever media) including the Deliverables and any computer software programs, reports, studies, data, databases, diagrams, charts, specifications, pre-contractual and contractual documents and all drafts thereof and working papers relating thereto, but excluding the Consultant's ordinary correspondence, know-how, methodology and tools; and

**Project Representative** means the Company's Representative as identified under Schedule 1.

**Services** means the services (including provision of the Deliverables) to be provided by the Consultant under this Agreement including, those identified in Schedule 1.

**VAT** means (i) value added tax, (ii) any goods and services, sales, consumption or turnover Tax and/or (iii) any imposition or levy of a like nature.

1.2 In this Agreement:

- (a) references to a person include an individual, a body corporate, a partnership and an unincorporated association of persons; and
- (b) references to a party to this Agreement include references to the successors or assigns (immediate or otherwise) of that party.

1.3 Clauses 1.1 and 1.2 apply unless expressly defined or set out otherwise.

1.4 The headings in this Agreement do not affect its interpretation. The recitals to this Agreement shall form a part hereof.

1.5 The schedules and appendices to this Agreement form part of it and any reference to **Clauses**, **Schedules** or **Appendices** means a clause, schedule or appendix to this Agreement respectively.

1.6 The words **includes** or **including** shall mean including without limitation.

1.7 Subject to clause 1.8 below; if there is any conflict or inconsistency between a term in the main part of this Agreement and a term in any of the Schedules or Appendices or other documents referred to or otherwise incorporated into this Agreement, the term in the main part of this Agreement shall prevail to the extent of the conflict or inconsistency.

1.8 If there is any conflict or inconsistency between a term in the main part of this Agreement and a term in paragraph 7 of Schedule 1 "**DEVIATIONS TO STANDARD TERMS AND CONDITIONS**", the term in paragraph 7 of Schedule 1 "**DEVIATIONS TO STANDARD TERMS AND CONDITIONS**" shall prevail to the extent of the conflict or inconsistency



## 2. SERVICES

- 2.1 With effect from the Commencement Date, the Company hereby appoints the Consultant to perform the Services and the Consultant hereby accepts the appointment to perform the Services in accordance with this Agreement.
- 2.2 The Consultant shall devote to his obligations under this Agreement his time, attention, skill and care as may be necessary for the proper performance of those obligations.

## 3. TERM

This Agreement shall commence on the Commencement Date and shall continue until 30 November 2024, unless earlier terminated pursuant to this Agreement or otherwise agreed by the Parties in writing.

## 4. TIME FOR PERFORMANCE

- 4.1 Any time for performance of the Services shall be as specified in Schedule 1 and time shall be of the essence. If no time for performance is specified for completion of the Services or any particular part of the Services, then the Consultant shall perform such Services within a time to be agreed by the Parties, or, failing such Agreement, within a reasonable time given the nature and extent of the Services.
- 4.2 The Consultant shall not be liable to the Company for any delay in providing the Services caused either in whole or in part by any failure to act of the Company nor for any delay caused either in whole or in part resulting from acts beyond the reasonable control of the Consultant, including acts of God, war, fire, flood, explosion, epidemics or civil commotion.

## 5. CONSULTANT'S UNDERTAKINGS

The Consultant represents, warrants and undertakes to the Company that:

- (a) the Agreement, upon execution, will constitute a valid and legally binding Agreement of, the Consultant, enforceable against the Consultant in accordance with its terms;
- (b) he possesses all requisite certificates, authorisations and permits (whether issued by any regulatory authority or otherwise) for the performance of the Services;
- (c) he will, at all times during the performance of the Services, keep himself acquainted with and comply with all relevant laws, decrees, regulations, rules, procedures and codes of practice at any location where the Consultant is performing the Services;
- (d) he has the necessary skill and expertise which would reasonably be expected to be observed by a skilled and experienced person engaged in carrying out activities the same as, or similar to, the Services on the terms set out in this Agreement;
- (e) he will comply with the requirements specified in Schedule 1 and will provide the Services with the care, skill and diligence required in accordance with Good Industry Practice and all applicable laws;
- (f) where it is necessary to perform any design work in the performance of the Services, he will ensure such design work is free from any defect in design and workmanship, is fit for the purpose intended and is performed in accordance with Good Industry Practice and all applicable laws;

- (g) unless specifically authorised in writing by the Company, he shall not have any authority to incur expenditure in the name or for the account of the Company or hold himself out in any way as having authority to bind the Company; and
- (h) he will not accept or give any commission or gift or other financial benefit or inducement from or to any person or party in connection with the Services, and will immediately give the Company details of any such commission, gift, benefit or inducement which may be offered.

## 6. COMPANY'S OBLIGATIONS

### 6.1 Company shall:

- (a) provide the Consultant with any information and documents as the Consultant may reasonably request for the proper performance of his obligations under this Agreement; and
- (b) use its reasonable efforts to allow the Consultant such access to the Company's premises and to such other premises and property as is necessary to perform the Services during normal business hours; provided that the Company reserves the right (at its sole discretion) to refuse entry to the Consultant.

6.2 The Company makes no representation or warranty, express or implied, whether as to the accuracy, reliability or completeness (or otherwise) of any information or documents.

## 7. PAYMENT

7.1 In consideration for the Consultant performing the Services on the terms of this Agreement, the Company shall pay to the Consultant the Fees and expenses, if any, in accordance with the terms of Schedule 1. Other than as expressly provided in Schedule 1, the Fees shall be inclusive of all charges, disbursements and taxes of any nature whatsoever.

7.2 The Consultant shall be entitled to render invoices in accordance with Schedule 1 and payment of any sums due shall be made, subject to Clause 7.3, and unless the Parties agree otherwise, within thirty (30) days following the receipt of the invoice was properly rendered; provided that an invoice shall be deemed to be properly rendered only once the Consultant has submitted all documents reasonably required by the Company to support each invoice. All invoices and supporting documentation must be sent to the invoice address specified in Schedule 1. The Consultant shall ensure that all payments due to its sub-consultants, suppliers and other service providers, are made within thirty (30) days following the receipt by Consultant of the payment from the Company.

7.3 If any part of the Fees is subject to a bona fide dispute between the Company and the Consultant, the following provisions shall apply:

- (a) the Company shall pay to the Consultant, in accordance with Clause 7.1, all amounts not disputed in good faith by the Company;
- (b) the Company shall notify the Consultant within fourteen (14) days from the date of receipt of correct invoice of any disputed items and shall describe in reasonable detail the Company's reasons for disputing each item; and
- (c) within seven (7) days after the Consultant has received the notice referred to in clause 7.3(b), the Parties shall seek to reach settlement on the items that are the subject of the dispute and the Consultant shall revisit its submitted invoices against the reached settlement

7.4 The Company shall reimburse the Consultant for all expenses, if any, of the types identified in Schedule 1 which are properly and reasonably incurred by the Consultant in the provision of the

Services provided that (i) the Company may require the Consultant to provide appropriate receipts or any other reasonable evidence of such expenditures and (ii) if any of these expenses exceed the aggregate amount (if any) specified in Schedule 1, the Company shall not be obliged to reimburse the Consultant for the excess unless the additional expenses have been approved by the Company prior to their being incurred.

- 7.5 The Fees specified in Schedule 1 may not be increased without the prior written consent of the Company.
- 7.6 The Company shall have the right to deduct from any monies due or which may become due to the Consultant, any monies or sums recoverable from the Consultant to the Company in respect of any claims against the Consultant.
- 7.7 Payment by the Company shall be without limitation to any claims or rights which the Company may have against the Consultant and shall not constitute any acceptance by the Company of the performance by the Consultant of its obligations hereunder.
- 7.8 All sums set out in this Agreement or otherwise payable by the Company to the Consultant pursuant to this Agreement shall be deemed to be inclusive of any VAT, sales or any similar Tax.
- 7.9 The Consultant must, as a precondition to any payments under this Agreement, provide the Company a VAT compliant Tax invoice(s).
- 7.10 If an adjustment arises in connection with a supply made under this Agreement, the Consultant must provide the Company a VAT compliant credit or debit note in accordance with the VAT legislation in the UAE.

## **8. PROJECT MANAGEMENT**

- 8.1 The Company has appointed a Project Representative of the Company who shall be responsible for the co-ordination of all matters relating to the Services. The Project Representative for the Company is specified in Schedule 1. The Consultant undertakes to comply with the reasonable instructions of the Company and/or the Project Representative which may be given from time to time.
- 8.2 The Company and the Consultant shall meet as often as reasonably requested by the Company to ensure efficient performance of the Services.
- 8.3 The Consultant will prepare and submit any reports (including any Deliverables) and supply any information relating to the Services as may from time to time be reasonably required by the Company, in the format required by the Company.
- 8.4 The Consultant will keep detailed records of all activities undertaken in connection with the provision of Services and shall, at the Company's request, make them available for inspection and/or provide copies thereof to the Company.
- 8.5 The Consultant shall ensure that while he is on the Company's premises, he will observe and comply with all applicable rules and regulations relating to sustainability, environment, health, safety and security.

## **9. INTELLECTUAL PROPERTY RIGHTS AND RELIANCE**

- 9.1 The Company acknowledges that the Consultant's Materials are vested, and shall remain vested, with the Consultant.

- 9.2 The Consultant acknowledges that in the course of providing the Services the Consultant may use products, materials and methodologies proprietary to the Company or any Affiliate of the Company. The Consultant agrees that he shall not acquire any rights in those proprietary products, materials and methodologies whether under this Agreement or otherwise.
- 9.3 All Intellectual Property Rights in the Project Materials, whether on the date of receipt of the Project Materials or anytime thereafter, shall belong exclusively to the Company (or such other Affiliate as the Company may direct) and shall vest in the Company (or such other Affiliate as the Company may direct) unconditionally and immediately on the Project Materials having been created, developed, written or prepared. The Consultant shall, and shall ensure that each subcontractor shall, at the Company's expense, take all steps and sign all documents necessary to formalise such vesting in the Company (or such person or entity as the Company shall direct) or otherwise register such Intellectual Property Rights in the name of the Company or any person or entity designated by the Company subject to submission of such request by the Consultant and receipt of prior written approval from the Company on cost.
- 9.4 In consideration of the Company entering into this Agreement, the Consultant:
- (a) as beneficial owner assigns (or shall procure the assignment) to the Company (or such other person or entity as the Company may direct) for all purposes the copyright and (to the extent capable of assignment under this Clause 9.4) all other Intellectual Property Rights in the Project Materials; and
  - (b) unconditionally and irrevocably waives (or shall procure the waiver of) all moral rights that exist or may exist in the Project Materials.
- 9.5 At the request of the Company, and in any event on the termination of this Agreement, the Consultant shall promptly deliver to the Company all copies of the Project Materials in the Consultant's possession or under its control and dispose of any soft copies in the possession of the Consultant or any of his sub-consultants / sub-contractors / providers accordingly.
- 9.6 The Consultant represents, warrants and undertakes that the Project Materials will be, so far as they do not comprise material originating from the Company, its employees, agents or subcontractors, original works of authorship and their use or possession by the Company, any of its Affiliates or the Consultant will not subject the Company, any of its Affiliates or the Consultant to any claim for infringement of any Intellectual Property Rights of any third party.
- 9.7 The Consultant undertakes to defend and hold harmless the Company and its 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 Company, its employees, agents or subcontractors) or any part of them by the Company or any of its Affiliates or the receipt by the Company or any of its Affiliates of any Services (or any part thereof) infringes the Intellectual Property Rights of a third party (the **IPR Claim**) and shall indemnify the Company and each of its Affiliates from and against any and all losses, damages, costs (including reasonable legal and other professional fees) expenses and other liabilities incurred by or awarded against the Company or any of its Affiliates as a result of or in connection with any IPR Claim.
- 9.8 If any IPR Claim is made, or in the Consultant's reasonable opinion is likely to be made, against the Company or any of its Affiliates, the Consultant shall promptly and at its own cost and expense either:
- (a) obtain for the Company and each of its Affiliates (or such other person or entity as the Company shall require) the right to continue using the Services and the Project Materials in the manner permitted under this Agreement; or

- (b) modify or replace the infringing part of the Services and 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 and every part of the Services or the Project Materials, and without diminishing or curtailing in any material respect the value of the Project Materials and/or the Services.

9.9 The Consultant consents to allow the Company and any Affiliate of the Company to rely on the work and or service products in the Deliverables provided hereunder and on the Services being provided hereunder in accordance with the terms and conditions set forth herein.

9.10 This Clause 9 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

## 10. CONFIDENTIALITY AND ANNOUNCEMENTS

10.1 The Consultant undertakes to the Company and for the benefit of each of the Company's Affiliates (who shall be entitled to enforce the terms of this Clause 10) to treat as confidential all Confidential Information. **Confidential Information** means all information of whatever nature relating wholly or partly to the Services or the affairs of the Company or its Affiliates which:

- (a) is supplied by or on behalf of the Company to the Consultant, in writing or orally and whether before or after the date of this Agreement;
- (b) is obtained by the Consultant, in writing or orally, through or following discussions with the management, employees, agents or advisers of the Company or an Affiliate thereof;
- (c) is acquired by observation or attendance by the Consultant, at the offices or other premises of the Company; or
- (d) consists of any reports, analyses, compilations, studies or other documents prepared by, on behalf of or for the Consultant, and which contain or are derived from or otherwise reflect any information described in Clause 10.1(a) to Clause 10.1(c).

10.2 The Consultant may only use the Confidential Information for the purposes of this Agreement.

10.3 This Clause 10 shall not apply to any information which:

- (a) at the time of its supply by (or on behalf of) the Company is in, or subsequently comes into, the public domain, except through breach of any of the undertakings set out in this Agreement;
- (b) is already in the lawful possession of the Consultant;
- (c) subsequently comes lawfully into the possession of the Consultant from a third party who does not owe the Company an obligation of confidence in relation to it; or
- (d) is required to be disclosed by law, regulation or any governmental or competent regulatory authority (including any securities exchange); provided that, to the extent reasonably practicable, the Party required to make such disclosure shall consult in advance with (and take into account the reasonable requests of) the Company on the proposed form, timing, content and purpose of the disclosure.

10.4 The Consultant undertakes that he shall not, without the prior written consent of the Company permit or authorise the making of any reference to this Agreement or to the Services or to the Company or its Affiliates' business operations, marketing and/or other plans. Any request by the Consultant to make any such reference shall be made in writing to the Company 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 Company may request.

- 10.5 Without affecting any other rights or remedies that the Company may have, the Consultant acknowledges that a person with rights under this Clause 10 may be irreparably harmed by any breach of its terms and that damages alone may not necessarily be an adequate remedy. Accordingly, the Consultant hereby acknowledges (without proof of actual damages) that injunctive relief, specific performance or other equitable relief in favour of the Company or any Affiliate thereof may be an appropriate and necessary remedy for any threatened or actual breach of the terms of Clause 10.
- 10.6 This Clause 10 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement for five (5) years from the date of completion of the Services.

## **11. TERMINATION**

- 11.1 The Company shall be entitled to terminate this Agreement without cause at any time on giving the Consultant not less than fourteen (14) days' prior written notice of termination.
- 11.2 Each Party shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the other if the 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 after receiving written notice requiring it to remedy that breach.
- 11.3 If the Company terminates this Agreement pursuant to Clause 11.1 or if the Consultant terminates this Agreement under Clause 11.2, the Company shall pay the Consultant the proportion of the outstanding Fees payable for the Services as relates to the services properly and satisfactorily carried out or where the Services are charged on a time basis, for the time properly and necessarily spent on the Services, as certified by the Company prior to the effective date of termination.
- 11.4 If Company exercises its rights of termination under Clause 11.2, it shall not be liable to the Consultant for any losses, claims, damages, fees, liabilities, costs or expenses suffered or incurred by the Consultant and resulting from such termination. In any event, under no circumstances shall the Company be liable to the Consultant for any indirect or consequential loss (including loss of goodwill, loss of profit, loss of any contract, loss of opportunity, loss of anticipated profits or revenue or costs of capital) as a result of termination of this Agreement.
- 11.5 Upon expiry or termination, as the case may be, of this Agreement, the Consultant shall promptly deliver to the Company, upon its request, all Project Materials, Deliverables (in any state of completion) and Confidential Information together with any books, papers, materials and other related property relating to the business of the Company or relating to this Agreement or the Services that are in the Consultant's possession or under the Consultant's control and shall delete all soft copies in its control. No copies of the foregoing items may be retained by the Consultant for record purposes, except as required by law.
- 11.6 Any termination of this Agreement (howsoever occasioned) 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 termination.

## **12. LIABILITY**

- 12.1 The Consultant shall defend, hold harmless and indemnify the Company and any Affiliate of the Company, from and against any and all losses, claims, costs, liabilities, damages (including any loss of, or damage to, any property of, or injury to or death of, any person) and expenses suffered or

incurred by the Company or any Affiliate of the Company, their respective directors, officers, employees and agents (the **Indemnified Persons**) arising from or in connection with any wilful or negligent act or omission by the Consultant or its officers, directors, employees, agents or subcontractors and/or any breach by the Consultant of this Agreement, applicable laws or arising directly or indirectly out of the performance by the Consultant of its obligations under this Agreement.

- 12.2 The Consultant shall defend, hold harmless and indemnify the Company and any Affiliate of the Company from and against any levies, demands or claims 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 tax demands or other charges or contributions (outside the United Arab Emirates) relating to the provision of the Services by the Consultant.
- 12.3 If the Consultant is in breach of its obligations under this Agreement and fails to remedy such breach within seven (7) days after receiving notice requiring it to do so, the Company shall have the right, without prejudice to any other remedy it may have, to engage one or more third parties (each such third party a **Replacement**) to perform a portion or all of the Services that as of the date thereof have not been performed to the satisfaction of the Company (the **Uncompleted Services**). The Consultant shall indemnify the Company and its Affiliates from and against any and all losses, reasonable costs and expenses suffered or incurred by the Company or its Affiliates arising out of the engagement of any Replacements for performance of any, or all, of the Uncompleted Services to the extent that such losses, costs and expenses exceed that portion of the Fees attributable to the Uncompleted Services.
- 12.4 The total liability of the Consultant under this Agreement shall be limited to three (3) times the Fee payable to the Consultant under this Agreement, assuming no early termination and full performance of the Services. Such limitation of liability shall not apply in cases of fraud, corrupt practices, gross negligence, personal death or bodily harm and/or willful misconduct on part of the Consultant or in relation to any amounts which the Company or any of its Affiliates may claim from the Consultant under Clause 9.
- 12.5 This Clause 12 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

### 13. INSURANCE

- 13.1 The Consultant undertakes to obtain and maintain in force at its own expense those insurances specified in Schedule 1 as may be varied from time to time in the amounts set therein with insurers acceptable to the Company insuring the Consultant against potential liabilities under or in relation to this Agreement, to an extent and to limits that are at least in accordance with all laws and as would be reasonably expected under the standards of Good Industry Practice, provided that the requirements stated herein shall not be construed in any way as a limit of the Consultant's liability under this Agreement or as constituting any waiver by the Company of any of its rights or remedies under this Agreement.
- 13.2 The Consultant shall allow the Company to inspect such certificates of insurance obtained and/or maintained by the Consultant pursuant to Clause 13.1 and shall provide copies of the same at the Company's request, together with copies of renewals and evidence that all premiums due have been paid. Neither inspection nor receipt of such copies shall constitute acceptance by the Company of the terms thereof or a waiver of the Consultant's responsibilities hereunder.
- 13.3 If the Consultant shall fail to procure or maintain any insurance required pursuant to this clause 13, then the Company shall have the right to procure such insurance at the Consultant's expense, provided the Company shall have given thirty (30) days' prior written notice to the Consultant of its intention to exercise such right unless such intention arises from the Consultant's non-payment of premiums for existing insurance in which case the Consultant shall have been given at least five (5) days' prior

written notice of such intention and the Consultant shall reimburse the Company for such premiums within seven (7) days of being notified to do so.

- 13.4 The Consultant shall ensure that any agent or subcontractor engaged by the Consultant in relation to the Services obtains and maintains all insurances required by all applicable laws with reputable insurers and as would be reasonably expected under the standards of Good Industry Practice and all such other insurances as the Consultant may consider necessary. Any deficiencies in the cover or policy limits of insurances of such agents or subcontractors shall be the sole responsibility of the Consultant.
- 13.5 Notwithstanding any provision of the policies effected by the Consultant pursuant to Clause 13, the policies may not be cancelled, non-renewed or materially changed by the insurer without giving thirty (30) days' or, in the case of cancellation for non-payment of premium, ten (10) days' prior written notice to the Company.

#### **14. ASSIGNMENT AND SUB-CONTRACTING**

- 14.1 The Consultant may not assign, sublicense, transfer, create a charge over or otherwise dispose of any of its rights or subcontract, transfer or otherwise dispose of any of its obligations under this Agreement without the prior written consent of the Company, which may be withheld or delayed in its absolute discretion.
- 14.2 Nothing in this Agreement shall prevent or restrict the Company from assigning, sub-licensing, transferring, creating a charge over or otherwise disposing of any of its rights or from subcontracting, transferring or otherwise disposing of any of its obligations under this Agreement to an Affiliate of the Company. The Company shall not assign any part of its rights or obligations under this Agreement, other than to an Affiliate, without the consent of the Consultant (such consent not to be unreasonably withheld).

#### **15. EXCLUSIVITY AND CONFLICT OF INTEREST**

Since during the provision of the Services the Consultant may come into possession of Confidential Information, the Consultant warrants that, for the duration of this Agreement, except with the prior written consent of the Company,

the Consultant shall not, whether as a consultant, principal, partner, director, employee or otherwise, directly or indirectly provide or procure the provision of any consultancy services nor carry out or procure the carrying out of any other business, activity, work or services to any other person that would conflict with its obligations under this Agreement.

#### **16. COMPANY'S AUDIT**

- 16.1 In addition to any record keeping and accounting requirements that may be included in the Agreement, the Consultant shall, and shall ensure that its sub-consultants and service providers, keep full and detailed books, logs, records, accounts, schedules, health and safety records, payroll records, receipts, statements, electronic files, correspondence and other pertinent documents as may be necessary for proper management under the Agreement, as required by Applicable Laws and in any way relating to the Agreement (the Books and Records). The Consultant shall maintain all such Books and Records in an orderly manner and in accordance with generally accepted accounting principles (as applicable) and shall retain all such Books and Records for a minimum period of three (3) years from the earlier of the date of the successful completion of the Services or the date of termination of the Contract (for any reason), or such greater period of time as may be required under Applicable Laws.
- 16.2 Upon reasonable notice, at any time from the Effective Date until the expiry of the three (3) years period referred to above, the Company, or its authorised representative and/or any governmental



authority shall have the right to enter any premises where any part of the Services are being provided/executed and/or where the Books and Records are being stored, for the purposes of auditing or having audited the Consultant's Books and Records in order to confirm (inter alia) that all costs claimed by the Consultant have been properly and rightfully incurred; and the Consultant has complied with any necessary procedures and other requirements of the Agreement or standard practices.

## 17. INFORMATION SECURITY

- 17.1 The Consultant shall, under the Agreement, provide information security that meets the most stringent of the specifications agreed between the Parties as described under the Services or the best industry practice. The security provided shall meet as a minimum standard that is reasonable in terms of the state of the art and the sensitivity of the information.
- 17.2 The access or identification codes and certificates provided by or through the Company are confidential and must be treated as such by the Consultant, and may only be made known to authorised personnel in the Consultant's own organisation and on a need to know basis for the provision of the Services only. The Company is entitled to change the access or identification codes and certificates.
- 17.3 The Consultant must adequately secure all its systems and infrastructure and have adequate, effective and active antivirus software protection at all times

## 18. NOTICES

- 18.1 Any notice or other document to be served under this Agreement may be delivered or sent by post, email (with receipt confirmed) or facsimile, in the case of the Company, to:

Abu Dhabi Future Energy Company PJSC - Masdar  
PO Box 54115  
Khalifa A City  
Opposite Presidential Flight  
Abu Dhabi, United Arab Emirates

For the attention of: Jonathan Dominic Evans, General Counsel, Legal,  
Address: P.O. Box 54115, Abu Dhabi - U.A.E  
Telephone: +971 2 653 0044  
Fax. No: +971 (2) 653 6002  
email: [jdevans@masdar.ae](mailto:jdevans@masdar.ae)

With a copy email to [legalunit@masdar.ae](mailto:legalunit@masdar.ae)

or, in the case of the Consultant, at its address set out in the preamble of this Agreement or in Schedule 1 or as otherwise agreed between the Parties.

- 18.2 When providing service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted or that the facsimile message or e-mail was properly addressed and despatched (as the case may be) in accordance with Clause 18.1.

## 19. GENERAL

### 19.1 No partnership or agency

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties, nor constitute either Party constituting or becoming in any way the agent of the other Party for any purpose.

## 19.2 Counterparts

This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

## 19.3 Waiver

The rights of each Party under this Agreement:

- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of rights or remedies provided by law; and
- (c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver of that right.

## 19.4 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 each of the Parties.

## 19.5 Severability

If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Agreement; or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

## 19.6 Further assurance

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

## 19.7 Costs

Each Party shall pay the costs and expenses incurred by it in connection with the entering into of this Agreement.

## 19.8 Language

- (a) Any notice given in connection with this Agreement must be in English.
- (b) Any other document provided in connection with this Agreement must be:
  - (i) in English; or
  - (ii) (unless the Parties otherwise agree) accompanied by a certified English translation, in which case, the English translation prevails unless the document is a statutory or other official document.

### 19.9 Third Party Rights

- (a) Mubadala, its assigns and/or any other entity, to the extent that each has provided, is providing, or will provide in the future services to the Company, is a third-party beneficiary of this Agreement.
- (b) Any Affiliate of the Company, including Mubadala, may enforce any of the terms of this Agreement against the Consultant under, amongst others, article 254 of UAE Federal Law No. 5 of 1985 promulgating the Civil Code of the UAE (or any replacement or successor provisions).

### 19.10 Whole Agreement

- (a) This Agreement, the documents referred to in it and any Agreements relating to this Agreement entered into on the date of this Agreement between the Parties contain the whole Agreement between the Parties relating to the transactions contemplated by this Agreement and supersede all previous agreements between the Parties relating to those transactions.
- (b) Subject to Clause 19.10(c), each Party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and the documents referred to in it) made by or on behalf of any other Party before the date of this Agreement. Each Party waives all rights and remedies which, but for this Clause 19.10(b), might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- (c) Nothing in Clause 19.10(b) limits or excludes any liability for fraud.

## 20. GOVERNING LAW AND ARBITRATION

- 20.1 This Agreement shall be governed by and construed in accordance with the laws of the Emirate of Abu Dhabi and the United Arab Emirates.
- 20.2 Any dispute or difference of any kind between the Parties in connection with or arising out of this Agreement or the breach, termination or validity hereof (a **Dispute**) shall be finally settled in accordance with the rules promulgated by the London Court of International Arbitration (the **Rules**). Notwithstanding the foregoing, either Party may seek injunctive relief in any court of competent jurisdiction against the improper use or disclosure of Confidential Information. It is hereby agreed that:
  - a. the place (seat) of the arbitration shall be the Abu Dhabi Global Market;
  - b. there shall be three arbitrators to be appointed in accordance with the Rules;
  - c. the language of the arbitration shall be English;
  - d. the award shall be in writing and shall set forth in reasonable detail the facts of the Dispute and the reasons for the tribunal's decision; and
  - e. the award in such arbitration shall be final and binding upon the Parties and judgment thereon may be entered in any court having jurisdiction for its enforcement.
- 20.3 Notwithstanding any Dispute or arbitration arising hereunder, the Parties shall continue to perform their respective obligations under this Agreement unless the Parties otherwise agree.

*[signatures at last page]*

**SCHEDULE 1<sup>1</sup>**

The Consultant shall provide its complete and necessary support to provide the UAE Climate Envoy with public relations and communications professional services. The Services shall include various components, including:-

1. Comms strategy
2. Media relations and social media
3. Stakeholder outreach

**1. DEFINITIONS**

COP28 (Conference of the Parties 28)

**2. SERVICES****Scope of Services: UAE Climate Envoy – Communications Mandate**

The remit will be from 30<sup>th</sup> September 2022 until 30<sup>th</sup> November 2024 focused on the COP28 UAE mandate. The Consultants core focus will be to deliver communications strategy, media & public relations and stakeholder outreach.

The Consultant to demonstrate nation reputation positioning and management; global climate experience – previous COP experience preferred; global environmental and climate media and public relations campaigns; global climate stakeholder campaigns.

**3. FEES AND EXPENSES**

The total Fees under this Agreement shall be a not to exceed amount of two million seven hundred fifty six thousand one hundred twenty four United Arab Emirates Dirhams only i.e., AED 2,756,124/- which is defined below and payable as defined in paragraph 2 below. The Fees inclusive of all expenses in the UAE, which is not subject to adjustment for escalation and is fully inclusive of, but not limited to, all costs, charges, taxes (excluding of VAT in the UAE), levies, duties, fees etc., of whatsoever nature, incurred by the Consultant in fulfilling its obligations under the Agreement. The amount stated below is fixed for the duration of the Agreement.

The Consultant is entitled for payment of the Fees in monthly arrears upon successful completion of the Services for the respective month and submitting relevant invoices with approved Deliverables, monthly activity report and approved time sheets by the Company's Representative. At the end of each month along with a monthly activity report approved by the Company's Representative along with submission of invoice. The Fees shall be paid as per Clause 7 of this Agreement after receipt by the Company of the Consultant's invoice with all supporting documents such as reports, deliverables, approved time sheets etc., to demonstrate that the invoiced services have been performed by the Consultant.

The Agreement shall commence on the Commencement Date and shall remain valid for a period of until 30 November 2024, unless terminated or otherwise mutually agreed

The above Fees is further broken down as per the below:

<b>Phase</b>	<b>Duration in Months</b>	<b>Total Cost in AED</b>
Phase 1: October to December 2022	3	481,538
Phase 2: January to May 2023	5	693,516

Phase 3: June to December 2023	7	1,251,070
Phase 4: January to November 2024	11	330,000
Total	26	2,756,124

The above fees will include all out-of-pocket expenses which will be billed on actual spent with prior Company approval.

**a. Reimbursable Amount:**

There are no reimbursable amounts considered under this Agreement.

Any third-party expenses will be approved by the Company and will be charged on actuals plus 5% Consultant commission for coordination and quality control.

**Man month rate:**

The following all-inclusive daily and monthly rates shall remain fixed for the period of the Agreement. The Rates include all associated costs (including disbursements), mark-ups and profit.

Man-month rates (unit rates) are based on the following formula:

Working day rate = monthly rate x 12 months/ 52 weeks/ 5 days

The monthly unit rates are based on approximately 40 hours per week (excluding lunch hours) working (no over time will be paid separately), all expenses & additives such as allowances, leaves, leave cycle, public holidays, travel, boarding, lodging, health insurance, taxes, levies etc., companies overhead, profit, mobilization & demobilization etc., and nothing will be compensated separately.

Any amounts payable by the Company under this Agreement shall be exclusive of VAT "value added services". Where VAT is payable by the Company under this Agreement the consideration for the supply shall be increased by an amount equal to the amount of VAT applicable at the prevailing rate at the time the supply is made. Invoices issued by the Consultant shall set out the VAT amount separately.

All rates in the Agreement are fixed and firm for the duration of the Agreement.

**4. REPRESENTATIVES**

The Company Representative is:

Name: Sconaid McGeachin  
Address: P. O Box: 54115, Abu Dhabi - U.A.E  
Email: [sconaid.mcgeachin@climateenvoy.gov.ae](mailto:sconaid.mcgeachin@climateenvoy.gov.ae)  
Telephone: 058-5086958  
Fax: +971 2 653 3007

The Consultant's Representative is:

Name: Sunil John, President, ASDA'A BCW  
Address: P. O Box: 28063, Dubai - U.A.E  
Email: [sunil.john@bm.com](mailto:sunil.john@bm.com)  
Telephone: +9714 450 7600  
Fax: +9714 435 8040

## 5. INSURANCES

Professional Indemnity	USD 5 million per occurrence and limited in the aggregate to USD 5 million
Automobile Liability	Unlimited in respect of bodily injury or death. Limited to USD 1 million in respect of third party property damage
Workmen's Compensation	To cover all sums which the Consultant shall become required to pay in accordance with Chapter VIII of the United Arab Emirates Federal Law of 1980 or other labour law in the relevant jurisdiction(s) and any subsequent amendments
Third Party Liability	USD 1 million per occurrence and unlimited in the annual aggregate
Employer's Liability	USD 1 million per occurrence and unlimited in the annual aggregate

All insurances as required in accordance with Applicable Laws.

## 6. INVOICES

Invoices shall be addressed to:

Abu Dhabi Future Energy Company PJSC - Masdar  
Accounts Payable  
[APteam@masdar.ae](mailto:APteam@masdar.ae)  
Finance & Business Support Unit  
P.O Box 54115  
Abu Dhabi  
United Arab Emirates  
Phone: +971 2 653 3333

Each invoice must be an original and must include the following minimum details:

- Name of the Company Representative (see name in item 3 above) and the Project name, or if no name, a brief description of the Project;
- Agreement reference number (see the cover page);
- Names of all contracting Parties, as set out in this Agreement;
- Consultant UAE TRN (as applicable); and
- Approved Statement of services, approved deliverables, etc.

Further to the above invoicing requirements, the following is also applicable:

- The one-before-last (penultimate) invoice against the Services must be clearly headed as the 'Penultimate invoice';
- The final invoice, on completion of the Services, must be clearly headed as the 'Final Invoice'.

## 7. DEVIATIONS TO STANDARD TERMS & CONDITIONS

The following are the agreed deviations to the Agreement terms & conditions:

<b>Clause</b>	<b>Description</b>	<b>Revision to terms and conditions</b>
Clause 7.8	All sums set out in this Agreement or otherwise payable by the Company to the Consultant pursuant to this Agreement shall be deemed to be inclusive of any VAT, sales or any similar Tax.	All sums set out in this Agreement or otherwise payable by the Company to the Consultant pursuant to this Agreement shall be deemed to be inclusive of any sales or any similar Tax (excluding VAT in UAE).
Clause 11.1	The Company shall be entitled to terminate this Agreement without cause at any time on giving the Consultant not less than fourteen (14) days' prior written notice of termination.	The Company shall be entitled to terminate this Agreement without cause at any time on giving the Consultant not less than twenty (20) days' prior written notice of termination.

**WHEREAS** the Parties have hereby caused their duly authorised representatives to execute and deliver this Agreement on the date first above written. The Parties agree to sign the Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is conclusive evidence of the Parties' intention to be bound by this Agreement as if signed by manuscript signature.

### SIGNATORIES

For and on behalf of **ABU DHABI FUTURE ENERGY COMPANY PJSC- MASDAR**



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Name: Tareq Al Qubali

Title: Director

### ASDA'A ADVERTISING FZ-LLC



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Name: Sunil John

Title: President - MENA

