

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 Daniel J. Edelman, Inc.	2. Registration Number 3634
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3. Primary Address of Registrant
 111 North Canal Street, suite 1100, Chicago, IL 60606

4. Name of Foreign Principal Alterra Management Limited	5. Address of Foreign Principal Al Maryah Tower, Level 6, ADGM, Al Maryah Island Abu Dhabi UNITED ARAB EMIRATES
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6. Country/Region Represented
 UNITED ARAB EMIRATES

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

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant
- b) Name and title of official(s) with whom registrant engages

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

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.
Alterra is a climate-focused investment fund.

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

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

Item 10(b) Financed: Alterra is a climate-focused investment fund partially funded by the UAE.

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.

Alterra Management was established by Lunate, a UAE global alternative investment manager.

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
07/17/2024	Raquel daFonseca	<input type="text" value="Sign"/> /s/Raquel daFonseca
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____

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

7-17-24

Raquel da Fonseca



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

Daniel J. Edelman, Inc.

2. Registration Number

3634

3. Name of Foreign Principal

Alterra Management Limited

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? 05/07/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide communications, strategic counsel and international events support on behalf of Alterra Management Limited.

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

Provide communications, strategic counsel and international events support including content development and media relations.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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.

Provide communications, strategic counsel and international events support including content development and media relations.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No

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

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

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

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ 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
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13. During the period beginning 60 days prior to the obligation to register⁴ 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
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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.

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
07/17/2024	Raquel daFonseca	Sign /s/Raquel daFonseca
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

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

7-17-24

Raquel da Fonseca





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Document Approval Form

Project Name and DMS reference	Alterra – Edelman engagement
Date Submitted	5 July 2024
Requesting Department	Alterra
Type of Document	PR Services Agreement
Name of Lunate Party	Lunate Capital Limited
Name of Counterparties	Edelman FZ LLC
Description	Public relations and events services agreement with Edelman
Total Amount	AED 4,164,615.12 (inclusive of VAT)

To be signed by:

Title	Name	Authorized under:
CEO	Majid Al Suwaidi	

Approved by

SC IC Board Shareholders Other N/A

Reviewed by:

Title	Name	Signature	Date
Lead Lawyer	James Weir		5 July 2024
Lead Commercial/Business Support			
Senior Partner¹/Partner	Joseph Cha		Finance, 10 July 2024
CLO¹	Peter Howley		

Note: The Lead Lawyer and Lead Commercial or Lead business support representative must initial the pages of document being presented for signing

¹ If signature of a Managing Partner is required relevant Partner or Senior Partner and CLO to sign this form

MASTER SERVICES AGREEMENT

7 May 2024

Alterra Management Limited
Al Maryah Tower, Level 6
ADGM, Al Maryah Island
Abu Dhabi, UAE

This agreement ("Agreement") between Alterra Management Limited ("Client") and Edelman FZ LLC, doing business as Edelman, ("Edelman") constitutes the master services agreement for the provision of services as set forth herein. For the purpose of this Agreement, both Client and Edelman together to be referred as the "parties" and each individually to be referred as "party".

1. **Services.** Edelman shall perform the public relations services and provide the deliverables detailed in Appendix A within the scope of work ("SOW") therein and pursuant to the terms of this Agreement. For purpose of this Agreement, the "Services" includes the SOW of Appendix A and any addition thereto or any new SOW pursuant to an additional executed appendix. If Client wants to extend or expand the scope of the Services or wants additional services, Edelman is not obliged to provide any additional or extension deliverable or service until Client and Edelman mutually agree upon the additional services to be performed and the fee required to perform the additional services and either amend the current SOW or execute a new appendix for a SOW that will be subject to the terms of this Agreement and any additional terms that the parties may agree in writing, as appropriate. Further without Client's prior written consent, Edelman shall not perform any additional work, unless agreed upon in writing.

2. **Compensation.**

2.1. **Budget.**

The total projected fees and expenses for the SOW ("Budget"), are set forth in Appendix A. The Budget represents the fees to Edelman only and does not include Value Added Tax, and it is the responsibility of the Client to pay Value Added tax applicable to the fees paid by the Client under this Agreement.

2.2. **Fee Billing.**

Edelman shall bill the Client at the end of each month the amount of \$45,000 (the "Total Monthly Fee"). All taxes to be applied in the UAE that are applicable to payment for the Services by the Client will be paid by the Client. The Total Monthly Fee is applicable for the period of the Initial Term (defined below). Following the end of the Initial Term Edelman may increase the Total Monthly Fee for each subsequent 12-month period (after the Initial Term 12-month period) by a percentage no greater than 5% (unless otherwise agreed).

2.3. **Expenses.**

(a) **Out-of-pocket Expenses.** Subject to the prior written approval of the Client, the Client shall reimburse Edelman for out-of-pocket, third-party vendor expenses incurred by Edelman in undertaking such services as specified below. Client shall pay the fee following prior approval of all third party related expenses by Edelman. Out of pocket services are classified as but not limited to translations,

design, photography work and paid media. The Client shall not be obligated to pay any expense or charge unless the expense or charge is approved by the Client in writing prior to it being incurred by Edelman.

(b) Rebates. Edelman shall not pass on to Client any rebate Edelman receives if such rebate is based on Edelman's overall purchase volume and not a purchase specifically and solely for Client's account, unless the such rebate amount is known by Edelman prior to purchase so that the Client is only obligated to pay for expense that are actual costs to Edelman.

2.4. Payment. Edelman will invoice the Client for each calendar month and the Client is obligated to pay for valid invoices within thirty (30) days of receipt of invoice. Edelman's failure to issue an invoice in a timely manner will not relieve Client of Client's obligation to pay the amounts due pursuant to this Agreement but will postpone the due date accordingly. Restrictive endorsements or other statements on checks accepted by Edelman shall be of no force or effect. To the extent that Client disputes any invoice, Client must provide Edelman written notice of such dispute within thirty (30) days of the invoice date.

3. Indemnification.

3.1 Client represents and warrants that the materials and information it provides to Edelman are accurate and complete and that it is the owner or licensee of all intellectual property rights sufficient to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing Services for Client. Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions, claims, damages, judgments or reasonable expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of or relate to (i) information, statements or materials (including any Claims relating to intellectual property rights therein), prepared or provided by Client, that Client directed Edelman to use or that were approved by Client, including, without limitation, any third-party claims against Edelman alleging infringement or misappropriation of copyright, trademark, patent, trade secret or other intellectual property or proprietary right, infringement of the rights of privacy or publicity arising out of or related to the Services, or defamation or libel (ii) product liability or death, personal injury or property damage arising out of, or relating to, Client's acts or omissions or Client's products, services or equipment; and/or (iii) Client's negligence or willful misconduct.

3.2 Edelman shall defend, indemnify and hold Client harmless from and against any Claims that arise out of, or relate to Edelman's gross negligence or willful misconduct in performing the Services under this Agreement.

3.3 The indemnifying party's obligations under this Agreement are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defense and settlement of a Claim (provided that the indemnifying party may not settle any Claim in a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defense thereof with counsel of its choosing at its own expense.

3.4 In addition, in matters in which Edelman is not an adverse party, Client shall pay or reimburse Edelman for all reasonable staff time, attorneys' fees and expenses Edelman incurs in

relation to subpoenas, depositions, discovery demands, and similar inquiries in connection with court proceedings, governmental, legislative or regulatory hearings, or other civil or criminal judicial proceedings related to the Services in which Client is a party, subject or target and in which Edelman is compelled to participate by law; the same reimbursement terms will be applicable to Edelman, if Client is not an adverse party.

4. **Term.** This Agreement shall commence on the date of this Agreement first written above ("Start Date") until the first anniversary of the Start Date (the "Initial Term") at which time it will automatically renew for subsequent 1-year periods unless terminated in accordance with clause 5.

The Client is entitled to terminate the Agreement by notice in advance of the end of the Initial Term with no break fees. If the Client provides notice of termination prior to the end of the Initial Term, the Agreement will automatically terminate on the end of the Initial Term and will not renew. Following the Initial Term, the Client is entitled to terminate this Agreement by thirty (30) days' notice to Edelman.

5. **Termination.** Either party may terminate this Agreement or a particular Appendix to this Agreement for any reason by providing the other party with not less than thirty (30) days' written notice. In addition, either party may terminate this Agreement upon ten (10) days' written notice to the other party in the event of any material breach of this Agreement (including non-payment of any invoice), if such breach is not corrected by the other party within the ten-day period. Either party may immediately terminate this Agreement if the other becomes insolvent; is unable to pay its debts as they mature; is the subject of a petition in bankruptcy or of any other proceeding under bankruptcy, insolvency or similar laws; makes an assignment for the benefit of creditors, or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated. The respective rights and duties of the parties shall continue in full force and effect during the notice period. For avoidance of doubt, this Agreement does not renew following a notice of termination.

6. **Limitation of Liability.** Both Parties aggregate liability arising out of, or relating to, this agreement (whether in contract, tort or other legal theory) shall not exceed the amount of total fees payable under this Agreement (including the any additional services or appendix). In no event either of the parties shall be liable to each other for any special, consequential, punitive or other indirect damages (including, but not limited to, lost revenues or profits).

7. **Confidentiality.**

a. **Definition.** During the term of this Agreement and in the course of Edelman's performance hereunder, Edelman may receive and otherwise be exposed directly or indirectly, to technical and non-technical confidential information of the Client and the Client's controlled or controlling affiliates or affiliates under common control (the "**Client Group**"), including without limitation, information relating to the Client's and/or the Client Group's business, strategies, plans, designs, products, services and technologies and any derivatives, improvements and enhancements related to any of the foregoing, or to the Client's and/or the Client Group's managed funds, clients, limited partners, investments, portfolio companies, service providers, suppliers, customers or partners (collectively "**Confidential Information**"), whether in graphic, written, electronic or oral form. Confidential Information may be labeled or identified at the time of disclosure as confidential or proprietary, or equivalent, but Confidential Information also includes information which by its context would reasonably be deemed to be confidential and proprietary. "Confidential Information" may also include, without limitation, unpublished patent applications and other intellectual property filings, ideas, Work Product (as defined below), techniques,

works of authorship, models, inventions, compounds, compositions, know-how, processes, algorithms, software programs, software source documents, formulae, information and trade secrets as well as financial information (including sales costs, profits, pricing methods), research data, clinical data, bills of material, customer, prospect and supplier lists, investors, employees, business and contractual relationships (including with third parties), business forecasts, sales and merchandising data, and business and marketing plans and any derivatives, improvements and enhancements related to any of the above. Information the Client provides regarding third parties as to which the Client or Client Group has an obligation of confidentiality also constitutes "Confidential Information."

b. **Restrictions on Use and Disclosure.** Edelman acknowledges the confidential and secret character of Confidential Information, and agrees that Confidential Information is the sole, exclusive and extremely valuable property of the Company. Accordingly, Edelman agrees not to use or reproduce the Confidential Information except as reasonably necessary in the performance of this Agreement, and not to disclose, lecture upon or publish all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement, without the prior written consent of the Company. Without limiting the foregoing, Edelman shall permit access to the Confidential Information only to those Authorized Representatives having a need to know such information and who have signed, prior to the disclosure of Confidential Information to such Authorized Representative, confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Edelman shall be responsible for the breach of this Agreement by its Authorized Representatives as if such breach were by Edelman itself. Edelman shall take, at its own expense, all reasonable steps to keep the Confidential Information strictly confidential and to prevent its Authorized Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. Edelman agrees to institute measures to protect the Confidential Information in a manner consistent with the measures it uses to protect its own most sensitive proprietary and confidential information, which shall not be less than a reasonable standard of care. Edelman shall immediately notify the Company upon discovery of any actual or suspected loss or unauthorized disclosure of the Confidential Information and shall take all reasonable steps requested by the Company to prevent, control or remedy any such loss or disclosure. Upon expiration or any termination of this Agreement, Edelman agrees to cease using and to return to the Company, or at the Company's sole option, destroy, all whole and partial copies and derivatives of the Confidential Information, whether in Edelman's possession or under Edelman's direct or indirect control.

c. **Inside Information.** Edelman acknowledges that some or all of the Confidential Information is or may be price-sensitive and/or material non-public information and that the use of such information may be regulated or prohibited by applicable law and regulation, including securities law relating to insider dealing and market abuse, and Edelman undertakes not to use any Confidential Information for any unlawful purpose or in a manner that may be reasonably expected to have an adverse effect on the Company's business or good will of those of the Company's affiliates.

d. **Third-Party Information.** Edelman will not disclose or otherwise make available to the Company in any manner any confidential information received by Edelman under obligations of confidentiality from a third party.

Exceptions; Compelled Disclosure. The obligations of confidentiality set forth in this Section 9 will not apply to information Edelman can establish by competent proof. Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving

party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party. This Section 7 shall survive termination or expiration of this Agreement for a period of 2 years from the date of termination or expiration of this Agreement.

e. GDPR. Both parties will comply with the General Data Protection Regulation detailed in Appendix B.

8. Intellectual Property. Unless specifically provided for in the this Agreement (including any Appendix hereto), Edelman does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client.

Upon payment in full of all amounts due and owing Edelman with respect to the Services, Edelman will, upon Client's request, assign to the Client all of its right, title and interest, including all of its copyright and trademark rights, in the materials Edelman creates in connection with such Services; provided, however, that Client shall obtain no ownership interest in (i) third party materials, including without limitation, stock photography, (ii) materials prepared by Edelman prior to or outside the scope of this Agreement, even if customized for Client, and (iii) materials Edelman considers proprietary, including but not limited to, media lists, media training guides, influencer lists, data bases, BrandCARE™ materials and proposals Edelman submits to Client that Client does not engage Edelman to implement. Upon Client's request, and at Client's expense, Edelman shall use its best efforts to obtain from any third party any and all assignments and releases necessary to grant Client the rights of such third party.

Edelman may during the term of this Agreement but not thereafter and solely for the purposes of this Agreement use the trademark "ALTÉRRRA" and such other trademarks as may be agreed to in writing by Client in connection with the services; provided Edelman must obtain Client written consent (email to suffice) prior to any public use of the Client's trademarks or logos.

Edelman hereby acknowledges ALTÉRRRA exclusive right, title and interest in and to the said trademarks and trade names and further acknowledges that all copyrights, patents, utility model rights and all other intellectual property rights of whatever kind used in or in connection with the Services, are the sole and exclusive property of Alterra Management Limited or its affiliate group of companies. Edelman shall have no right to apply for registration of the said trademarks or trade names or such other marks, symbols or emblems or Domain names as are or will be owned, controlled or used by Client.

9. Non-Solicitation of Employees. During the term of this Agreement and for six (6) months after its termination, either of the parties will not, without the written consent of other party, knowingly solicit (either directly or indirectly) any employee with whom they came into contact during the performance of this Agreement, for the purpose of engaging such employee as an employee, Edelman, agent or other independent contractor. In the event any of the party does so solicit and employ or engage any person so employed by other party, they shall pay the other party a fee equal to the total amount of such employee's annual cash and non-cash compensation as a reimbursement.

This Agreement shall be construed in accordance with the laws of the United Arab Emirates. Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding

its existence, validity, interpretation, breach or termination shall be referred to and finally resolved by the exclusive and final jurisdiction of the courts of the Emirates of Dubai.

10. Attorneys' Fees. In the event that any action or proceeding (including, without limitation, any alternative dispute resolution mechanism agreed to by the parties) is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

11. Assignment. Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party; provided, however, that Edelman may elect to engage subcontractors in connection with the performance of its Services hereunder with the prior written consent of the Client; provided further that Edelman remains responsible for the Services and performance of any subcontractor so engaged.

12. Force Majeure. Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform. If a force majeure event remains in effect for more than thirty days, the other party may terminate the affected SOW.

13. Notice. Except as otherwise provided herein, all notices that either party is required or may desire to give the other party hereunder shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, either postage prepaid, (iii) sent by prepaid overnight courier; or (iv) transmitted by e-mail, when received and opened. All such notices shall be addressed to each party as follows:

If to Edelman:	Simon Hailes Head of Edelman Smithfield, Middle East Email: simon.hailes@edelmansmithfield.com
If to Client:	ALTÉRRRA Office of the CEO E-mail: jennifer.p.o@alterra.ae with a copy to kradwan@lunate.com

14. Section Headings. Section headings contained herein are solely for convenience and are not in any sense to be given weight in the construction of this Agreement.

15. Counterparts. This Agreement and any Appendix hereunder may be executed in two or more Counterparts, each of which will be deemed an original for purposes of this Agreement.

16. Compliance with Laws. Client shall comply with, and be in compliance with, all applicable laws of the UAE.

For performance of the Services under this Agreement, Edelman to make sure all their services including Public relations conducted are in compliance with the laws of the UAE and any jurisdiction in

which the Services are performed or to which they are directed (including, for avoidance of doubt, US federal and state laws). Further any act of violation or infringement on the part Edelman on performing their Services under this agreement, Client accepts no responsibility or liability.

Edelman shall be responsible for any registration that may be or become required for compliance with the US Foreign Agents Registration Act ("FARA").

Edelman agrees that the services for the Client under this Agreement do not include the provision of, and Edelman will not directly or indirectly engage in, (i) any financial or investment advisory, arranging or managing activities for or on behalf of the Client or any member of the Client Group, (ii) activities to promote, market, or sell any funds or partnerships, or any securities or interests therein, managed or advised by the Client or the Client Group, or (iii) meeting with actual or potential clients, investors, or partners in relation to any of the forgoing activities.

17. Entire Agreement. This Agreement, along with any and all SOWs, exhibits and attachments, constitutes a single agreement, as well as the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties, whether written or oral, with respect to the subject matter hereof, and may be modified or amended only by a writing signed by the party to be charged.


18. Relation Between Parties.

This Agreement does not constitute Edelman as an agent, partner or employee or legal representative of Client for any purpose whatsoever. Edelman is not granted any right or authority to assume or create any obligation or responsibility expressed or implied on behalf of or in the name of Client or to bind Client in any manner or thing whatsoever.

Your signature below confirms that you, as an authorized representative of Client, enter into this Agreement on behalf of Client.

ACCEPTED AND AGREED TO ON the date first written above.


Alterra Management Limited

By:  _____

Printed Name: H.E. Majid Al Suwaidi

Title: CEO

Edelman FZ LLC

By:  _____

Printed Name: Omar Qirem

Title: CEO, Edelman Middle East



Appendix A: Scope of Work

*Please Stamp Company Seal.

Activity	Deliverables	Monthly fees in AED
Senior Counsel	<ul style="list-style-type: none"> Members of Edelman's leadership team (MD and above) to provide senior counsel to ALTERRA's CEO and senior management including support with international events 	39,663
Account oversight and advisory	<ul style="list-style-type: none"> Oversee the work of the full Edelman team and ensure delivery of all scope items in high quality and per agreed deadlines Ad-hoc support of strategic projects; tasks include but are not limited to analytical inputs, ideation and research, content development, advisory notes, plans etc. Includes advice on transactions Occasional access to agency's network offices may be required 	13,221
Embedded Edelmans	<ul style="list-style-type: none"> Full-time secondee to work from ALTERRA's offices 5 days per week; One Edelman with a minimum of ten years of professional experience with strong English copywriting skills, bilingual preferred, understanding of the investment industry and experience in sustainability practices is a plus 	79326
Extended, non-seconded team support	<ul style="list-style-type: none"> To provide complementing services including but not limited to monitoring, reporting, research, Arabic translation, media relations, editorial support Please provide rates for additional Arabic translation requirements 	33,52.5 translation costs included in retainer fee
Communications	<ul style="list-style-type: none"> Communications and issues management advisory and support Creation of communications collateral Four-hour simulation or workshop to (re-) familiarize internal stakeholders with the processes 	Included
Strategy and planning	<ul style="list-style-type: none"> Host strategy and planning workshops Develop E2E external communications and brand strategy covering earned and paid media, social media, events and partnerships Annual and ongoing function planning, covering communications strategy, messaging, channel matrix, media plan, editorial calendar Research and benchmarking Ad-hoc planning for projects or initiatives to address internal stakeholder requests 	Included

Press office and content development	<ul style="list-style-type: none"> • Develop and update various narrative/messaging documents • Deepen media relationships and media engagement on behalf of ALTÉRRRA, in collaboration with in-house team • Create ALTÉRRRA’s press kit, including management bios • Create ALTÉRRRA’s corporate overview presentation • Develop and issue press releases, including media follow ups • Develop written interviews or op-eds 	Included
	Total Monthly Retainer Fee excl. 5% VAT	165,262.5
	Total 12-months combined excl. 5% VAT	19,83,150
	OOPs requested by client to be billed separately	

ALTÉRRRA will retain the option to reduced the scope and fees accordingly by removing or reviewing the Senior Counsel element in November 2024. In this event, the billing schedule would reflect a corresponding reduction.

Billing Schedule

Date	Amount AED inc. VAT @ 5%
7/5/2024	173,525.63
7/6/2024	173,525.63
7/7/2024	173,525.63
7/8/2024	173,525.63
7/9/2024	173,525.63
7/10/2024	173,525.63
7/11/2024	173,525.63
7/12/2024	173,525.63
7/1/2025	173,525.63
7/2/2025	173,525.63
7/3/2025	173,525.63
7/4/2025	173,525.63
7/5/2025	173,525.63
7/6/2025	173,525.63
7/7/2025	173,525.63
7/8/2025	173,525.63
7/9/2025	173,525.63
7/10/2025	173,525.63
7/11/2025	173,525.63
7/12/2025	173,525.63
7/1/2026	173,525.63
7/2/2026	173,525.63
7/3/2026	173,525.63
7/4/2026	173,525.63
Total	4,164,615.12

Appendix B: GDPR

*Please Stamp Company Seal.

SECTION 1 Purpose

This Appendix modifies and supplements the Agreement with respect to the parties' Processing of Personal Data and compliance with Data Protection Law. Notwithstanding anything to the contrary in the Agreement, if there is a conflict between this Addendum and the Agreement, this Addendum will control. The terms of this Addendum will be incorporated into the Agreement.

SECTION 2 Definitions

Capitalized terms used but not defined have the meaning given in the Agreement.

"Client Personal Data" means Personal Data received from or on behalf of the Client in connection with the performance of the Services.

"Data Protection Law" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, applicable to Client or Agency, relating to data security, data protection and/or privacy, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("GDPR"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted from time to time.

"Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, unauthorized access to Personal Data, whether transmitted, stored, or otherwise Processed.

"Data Controller" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data.

"Data Processor" means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the Data Controller.

"Processing" means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "Process" and "Processed" will have equivalent meanings.

SECTION 3 GDPR Requirements

- (1) Client, in its capacity as a Data Controller, shall:
- (i) Ensure that it has the lawful right to authorize Agency to process Client Personal Data as contractually agreed or as instructed by the Client.
 - (ii) Comply with Data Protection Law in connection with the Processing of Client Personal Data;
 - (iii) Ensure all instructions given by it to Agency with respect to the Processing of Client Personal Data are compliant with Data Protection Law;
 - (iv) Be solely responsible for assessing the admissibility of the Processing requested by it and for the rights of affected parties.
 - (v) Document all orders, partial orders or instructions provided to Agency. In urgent cases, instructions may be given verbally, provided Client promptly confirms and documents the instructions.
 - (vi) Immediately notify the Agency of any errors or irregularities found when reviewing the results of the processing.
 - (vii) Be responsible for ensuring that any subprocessors of Client Personal Data selected by Client comply fully with Data Protection Law;
 - (viii) To the extent Client receives Personal Data of Agency employees pursuant to the Agreement, Client will process such Personal Data in compliance with Agency's instructions and Data Protection Law.
- (2) Agency, in its capacity as a Data Processor, shall without limiting either party's obligation to comply with the GDPR:
- (i) Process Client Personal Data pursuant to the Agreement only on documented instructions from Client, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by European Union or Member State law to which Agency is subject. In such case, Agency will inform Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - (ii) Ensure that persons authorized by Agency to Process Client Personal Data (except to the extent a subprocessor has been selected by Client) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Agency shall not be responsible for the actions of subprocessors Client has instructed Agency to utilize with respect to the Processing of Client Personal Data;
 - (iii) Take all measures required by Data Protection Law relating to data security, including but not limited to adequate information security measures in accordance with Data Protection Law;
 - (iv) Taking into account the nature of the Processing, assist Client by appropriate technical and organizational measures, insofar as this is reasonably possible, for the fulfillment of Client's obligation to respond to requests for exercising the Data Subject's rights stated in Data Protection Law with respect to Client Personal Data;

- (v) Reasonably assist Client in ensuring compliance with data security, Personal Data Breach obligations and data protection impact assessments, and engaging in other matters, pursuant to and as required by Data Protection Law with respect to Client Personal Data. In particular, Agency shall notify the Client without undue delay on becoming aware of any Personal Data Breach in respect of Client Personal Data;
 - (vi) maintain records of all of its Processing activities hereunder and make available to the Client such information in its possession or control as is reasonably necessary to demonstrate its compliance with this Exhibit and Data Protection Law;
 - (vii) upon notice from Client, promptly delete or return all the Personal Data to Client that Agency has processed solely for Client pursuant to the Agreement, after the end of the provision of Services relating to Processing, and delete existing copies unless European Union or Member State law requires storage of Personal Data;
 - (viii) promptly inform Client if, in its opinion, an instruction from Client is inconsistent with Data Protection Law in which case Agency shall be entitled to suspend providing the relevant Services until the parties have agreed upon amended instructions which are not inconsistent with Data Protection Law.
- (3) To the extent that Agency Processes Personal Data pursuant to the Agreement in the capacity of a Data Controller, it will comply with Data Protection Law and the requirements of subsection (1) above.
 - (4) To the extent that Client Processes Personal Data pursuant to the Agreement in the capacity of a Data Processor, it will comply with Data Protection Law and the requirements of subsection (2) above.
 - (5) The subject matter of the Processing, including the nature, purposes and duration of processing operations to be carried out and the Processing instructions, will be described in a SOW, or other written agreement signed by the parties' authorized representatives, or documented instructions from the instructing party, each of which forms an integral part of the Agreement.
 - (6) Each party will notify the other party without delay upon becoming aware of a Personal Data Breach of Personal Data Processed pursuant to the Agreement.
 - (7) Where one party faces an actual or potential claim arising out of or related to violation of any Data Protection Law concerning the Services or Personal Data Processed hereunder, the other party will promptly provide all materials and information requested that is relevant to the defense of such claim and the underlying circumstances concerning the claim.
 - (8) Each party agrees that to the extent the other party Processes the name, business telephone number, business cell phone number, business address, or business email address of the other party's employees in the ordinary course of developing and/or maintaining a business relationship between Client and Agency, each party represents to the other party that it is authorized to permit the other party to Process such Personal Data regarding employees for the sole purpose of performing their respective responsibilities under the Agreement and instructs the other party to

Process such Personal Data for such purposes.

- (9) To the extent either party provides instructions to the other party to Process Personal Data, the party providing instructions represents and warrants that it has the appropriate authorization to permit the party receiving instructions to Process such data consistent with the instructions in accordance with Data Protection Law (including GDPR).
- (10) In the event and to the extent Processing instructions issued by Client make performance of the Agreement commercially unreasonable, Agency shall advise Client and the parties will negotiate in good faith an amicable resolution of same. On resolution, the Processing instructions will take effect. Absent an amicable resolution, Agency shall be entitled to terminate the Agreement for cause. Client shall reimburse Agency for additional expenses reasonably incurred as a result of complying with Client's requests and/or instructions hereunder.
- (11) The Client acknowledges that Agency uses cloud services to store and process data which may involve the transfer of Client Personal Data outside the United Kingdom and European Economic Area (EEA). The Client consents to this transfer of Client Personal Data provided it is effected by way of Appropriate Safeguards. "**Appropriate Safeguards**" means such legally enforceable mechanism(s) for transfers of personal data as may be permitted under applicable Data Protection Law from time to time.

SECTION 4 Miscellaneous

- (a) **Counterparts.** The parties may execute this Addendum in any number of counterparts. Each counterpart is an original and all counterparts constitute one agreement binding both parties. Facsimile and electronic signatures will be binding for all purposes.
- (b) **Construction.** Neither party has entered this Addendum in reliance on any promise, representation, or warranty not contained herein. This Addendum will be interpreted according to its plain meaning without presuming that it should favor either party.
- (c) **Entire agreement.** This Addendum supersedes all prior and contemporaneous communications, whether written or oral, regarding the subject matter covered in this Addendum.
- (d) **No further amendment.** Except as modified by this Addendum, the Agreement remains unmodified and in full force and effect.
- (e) **Notices.** Notices under this Addendum shall be sent to the address set forth below, or as otherwise specified in writing by the parties.