

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 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 THE MOHAMED BIN ZAYED WATER INITIATIVE FOUNDATION (MBZWIF)	5. Address of Foreign Principal P. O. Box 35665 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 ☐ Committee
- ☐ Corporation ☐ Voluntary group
- ☐ Association ☒ Other (*specify*) Non-Profit foundation.
- ☐ 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.

The MBZWIF is a non-profit organization funded and managed by the UAE government.

b) Is this foreign principal:

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

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

See Appendix for Response

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.

EXECUTION

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

Date

Printed Name

Signature

08/21/2026

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.

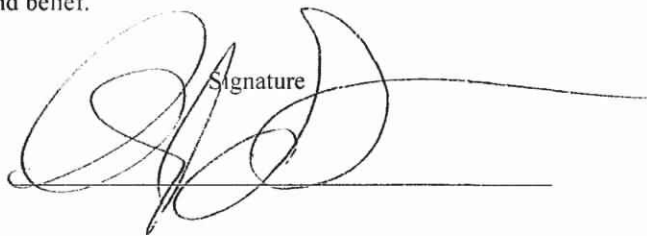
Date

Printed Name

Signature

8-20-26

Raquel M. Hensley



Appendix Response to Item 11

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

Item 10 (b) Supervised: Supervised by the UAE government.

Item 10 (b) Owned: Owned by the UAE government.

Item 10 (b) Directed: Directed by the UAE government.

Item 10 (b) Controlled: Controlled by the UAE government.

Item 10 (b) Financed: Financed by the UAE government.

Item 10 (b) Subsidized: Subsidized by the UAE government.

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 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

THE MOHAMED BIN ZAYED WATER INITIATIVE FOUNDATION (MBZWIF)

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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 08/14/2026
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Edelman will provide strategic communications, event planning, public relations counsel, and related support for MBZWIF's events, speaking opportunities, engagements, and announcements.

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

Edelman will provide strategic communications and public relations counsel, event and conference planning and support, speaking opportunity assessment, stakeholder liaison, briefing materials and talking points, and press release development on behalf of MBZWIF.

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

Yes ☒ No ☐

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

Edelman will provide strategic communications and public relations counsel, event and conference planning and support, speaking opportunity assessment, stakeholder liaison, briefing materials and talking points, and press release development on behalf of MBZWIF.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including 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 to the date of registration 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 to the date of registration 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

08/21/2026Raquel daFonsecaSign/s/Raquel daFonsecaSignSignSign

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.

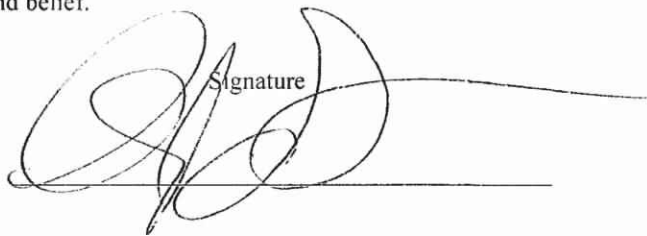
Date

Printed Name

Signature

8-20-26

Raquel M. Hensley



STRICTLY PRIVATE AND CONFIDENTIAL

FRAMEWORK CONSULTANCY SERVICES AGREEMENT

30 JUNE 2025

BETWEEN

THE MOHAMED BIN ZAYED WATER INITIATIVE FOUNDATION

AND

EDELMAN FZ LLC

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SCHEDULE 1 – FORM OF ENGAGEMENT LETTER	

FRAMEWORK CONSULTANCY SERVICES AGREEMENT

This Framework Consultancy Services Agreement (this “**Agreement**”) is made and entered into on the 30th of June 2025 (“**Effective Date**”) by and between:

- (1) **THE MOHAMED BIN ZAYED WATER INITIATIVE FOUNDATION**, of P.O. Box 35665, Abu Dhabi, United Arab Emirates (“**MBZWI**” or the “**Client**”); and
- (2) **EDELMAN FZ LLC**, whose registered office is at #701, Tower 4, Level 7, Yas Creative Hub, PO Box 77793, Yas Island, Abu Dhabi, UAE (the “**Consultant**”);

each a “**Party**” and together the “**Parties**”.

RECITALS

- A. MBZWI may from time to time engage Consultant to provide certain consultancy services, subject to the terms and conditions set forth in this Agreement.
- B. Consultant wishes to provide certain consultancy services to MBZWI, subject to the terms and conditions set forth in this Agreement.

IT IS AGREED as follows:

1 INTERPRETATION

- 1.1 The headings are for convenience only and shall not affect the construction or interpretation of this Agreement.
- 1.2 For the purposes hereof, (i) words of one gender shall be held to include the other gender as the context requires, (ii) the singular shall include the plural and vice versa unless the context otherwise requires, (iii) the terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, (iii) section, paragraph, clause and schedule references are to the sections, paragraphs, clauses and schedules of this Agreement unless otherwise specified, and (iv) the word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified.
- 1.3 In this Agreement except where the context otherwise requires, the following terms shall have the following meanings:

Confidential Information means (i) any information of whatever nature supplied to the Consultant or its management, executives, officers, employees, subcontractors, agents or advisers (“**Staff**”) by or on behalf of MBZWI in writing, orally or otherwise; (ii) any information obtained by Consultant, in writing or orally, through discussions with the management, officers, employees and advisers of MBZWI; (iii) any information acquired by observation by Consultant or its Staff at the offices or other premises of MBZWI related to the affairs of MBZWI; and (iv) any reports, analyses, compilations, studies or other documents prepared by Consultant or on its behalf submitted under this Agreement. Confidential Information includes this Agreement, any Engagement Letter negotiated or executed in connection with this Agreement and all discussions related thereto, the Services provided

hereunder and thereunder and any other information relating to MBZWI, its business affairs, its subsidiaries or affiliates (including federal and local government bodies and all state owned or state controlled enterprises) that is disclosed in connection with this Agreement, but Confidential Information shall not include such information which:

- (a) at the time of supply is lawfully and with MBZWI's approval in the public domain; or
- (b) subsequently comes into the public domain, except if it comes unlawfully or without MBZWI's approval, or through breach of the undertakings set out in this Agreement.

Intellectual Property includes copyright, design rights, patents, patent applications and any rights to inventions, know-how, trade secrets, trade and business names, logos and devices, trade and service marks (whether registered or unregistered) and any applications therefor and all rights in Confidential Information.

2 ENGAGEMENT LETTERS AND SERVICES

- 2.1 The Parties may, from time to time during the term of this Agreement, enter into one or more engagement letters in the form set forth in Schedule 1 (each an "**Engagement Letter**"). Once an Engagement Letter is executed by an authorised signatory of each Party, it shall form a binding contract between the Parties that is subject to the terms of this Agreement.
- 2.2 Nothing in this Agreement shall oblige either Party to perform any obligations under an Engagement Letter until it has been executed by the Parties. Upon execution by the Parties of each Engagement Letter, Consultant shall perform the services set forth in each Engagement Letter in accordance with its terms (the "**Services**").
- 2.3 In the event that, and to the extent of, any conflict or inconsistency between the terms of this Agreement and the terms of the Engagement Letter, the terms of this Agreement shall prevail.
- 2.4 Consultant acknowledges and agrees that it is appointed under this Agreement or pursuant to any Engagement Letter on a non-exclusive basis and that MBZWI may procure services that are the same or similar to the Services from other parties.
- 2.5 Consultant shall only involve those of its Staff or personnel in the performance of the Services that are strictly necessary for the proper performance of the Services.

3 WARRANTIES OF CONSULTANT

Consultant warrants and confirms to MBZWI that:

- (a) it will use its best endeavours to promote and protect the interests of MBZWI during the term of this Agreement;
- (b) it will provide the Services with the care, skill and diligence required in accordance with the best practice in Consultant's industry, profession or trade;

- (c) it will attend such meetings as MBZWI may request and Consultant further undertakes to prepare and submit any reports or supply any information relating to the Services as may be required by MBZWI; and
- (d) it will comply with the reasonable instructions of MBZWI which may be given from time to time in relation to the Services.

4 FEES AND EXPENSES

- 4.1 MBZWI shall pay Consultant the fees set forth in each Engagement Letter (the “**Fees**”) in accordance with the terms of each Engagement Letter. Unless otherwise specified in an Engagement Letter, the Fees specified in each Engagement Letter are fixed, firm and non-revisable. All Fees are, unless otherwise specified in the relevant Engagement Letter, inclusive of all costs associated with the Services, including without limitation: (a) all travel and accommodation costs and the costs of any incidental expenses; and (b) all taxes applicable at any point in time, including sales, withholdings, customs, duties, fees, levies, and other administrative charges (or any other), except that MBZWI shall pay the VAT to the extent it is applicable under UAE law and subject to the Consultant having undertaken all relevant requirements in accordance with the relevant UAE laws and regulations.
- 4.2 MBZWI shall be under no obligation to reimburse Consultant for any expenses in relation to the Services unless such expenses have been expressly authorised in the relevant Engagement Letter and then only if such expenses are properly substantiated with receipts and were necessarily incurred in the performance of the Services.
- 4.3 The Fees will be due and payable no later than thirty (30) days following the date of receipt by MBZWI of each invoice rendered in accordance with each Engagement Letter.
- 4.4 All invoices must be sent to MBZWI’s address specified at the beginning of this Agreement or such other address as MBZWI may notify to Consultant in writing.
- 4.5 If any portion of the Fees is disputed by MBZWI, Consultant shall receive the payment of any undisputed portion and the Parties shall use their reasonable efforts to resolve the dispute. Unless agreed otherwise by the Parties, no dispute relating to Fees shall relieve Consultant of its obligations to fully perform the Services.

5 CONFIDENTIALITY

- 5.1 Consultant shall not disclose or provide access to any Confidential Information made available to it or any person acting on its behalf (“**Permitted Users**”), or otherwise obtained by it (whether prior to or after the entry into this Agreement and including information disclosed in contemplation of this Agreement). Consultant shall maintain a comprehensive data security program, which shall include reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorised access or alteration of Confidential Information, which shall be (a) no less rigorous than those maintained (or required to be maintained) by MBZWI as of the date hereof, and (b) no less rigorous than those maintained by it for its own information of a similar nature.

- 5.2 Consultant and its Permitted Users may only use MBZWI's Confidential Information for the purposes of and in accordance with this Agreement. Consultant may only provide its Permitted Users with access to the Confidential Information on a strict "need-to-know" basis. Consultant shall ensure that each of its Permitted Users is bound to hold all Confidential Information in confidence to the standard required under this Agreement.
- 5.3 Notwithstanding anything to the contrary, the Consultant may not, without the prior written consent of MBZWI, copy or reproduce in any format (in whole or in part), any Confidential Information related to this Agreement except to perform the Services under this Agreement. Consultant shall only use the Confidential Information and Documents in accordance with the terms of this Agreement. On termination Consultant shall return all Documents (whether hard copies, electronic or otherwise) and Confidential Information to MBZWI and shall confirm that all copies thereof have been expunged and/or destroyed, except to the extent required by law after notifying MBZWI, and provided that Consultant may retain one (1) copy of such Confidential Information in a secure legal archive solely for archiving purposes in order to monitor compliance with and defend any claim pursuant to this Agreement and shall not be obligated to delete any Confidential Information from any disaster recovery or back-up storage device. The provisions of this Agreement shall continue to apply to any Confidential Information retained by Consultant.
- 5.4 The undertakings in this clause 5 shall not apply to (i) the disclosure of Confidential Information which is made by Consultant with the prior written consent of MBZWI; (ii) disclosure which is required by law or by a court of competent jurisdiction, provided that Consultant gives MBZWI advance notice of the disclosure so that MBZWI has sufficient opportunity (where permissible under applicable law) to prevent or control the manner of disclosure by appropriate legal means and/or seek all appropriate protective orders.
- 5.5 The obligations under this clause 5 shall survive the expiry or the termination of this Agreement for any reason.

6 CONFLICT OF INTEREST

- 6.1 Consultant will immediately disclose to MBZWI in writing: (a) the extent and nature of any actual or potential conflict of interest that it or the individual may have concerning MBZWI, whether generally or in relation to a specific transaction; and (b) the measures that it proposes to take in order to fully and effectively manage the conflict of interest, in the event that Consultant considers it possible to continue to provide the Services notwithstanding the conflict.
- 6.2 Following written notification by Consultant to MBZWI under clause 6.1, MBZWI may discontinue the Services and/or terminate this Agreement and/or the Engagement Letter under which the conflict of interest arose. If MBZWI agrees to continue the provision of the Services, Consultant undertakes to maintain and follow such conflict avoidance measures as the Parties have agreed in writing, or if no specific measures have been agreed in writing, as are generally applicable and acceptable in Consultant's industry, profession or trade.

- 6.3 By entering into an Engagement Letter, Consultant hereby represents and warrants that no actual or potential conflict of interest exists with respect to its obligations to MBZWI under the Engagement Letter as of the date of its signature.

7 COMPLIANCE WITH APPLICABLE RULES AND REGULATIONS

- 7.1 Consultant undertakes, and shall procure that its Staff undertake:
- (a) to comply with all laws, regulations, rules, codes of conduct, code of practice (including any authorisation or requirements stipulated by any regulatory authority) applicable to the Agreement or any Engagement Letter;
 - (b) not to incur any expenditure for any unlawful purposes in connection with any activities contemplated by the Agreement or any Engagement Letter;
 - (c) not to make, solicit, offer or promise to give, directly or through intermediaries, any payment, inducement, advantage, favour, any money, commission, gifts, financial benefits or anything of value from or to any of MBZWI personnel, government official, supplier or potential supplier or any other person with a view to influencing any action or decision of such person;
 - (d) not to commit or consent to or participate in any other way in any act of bribery (howsoever called) under the laws of any jurisdiction; or
 - (e) not to collude with any person in relation to this Agreement or any Engagement Letter.
- 7.2 In case where Consultant is based in the UAE or operates or employs staff in the UAE, Consultant undertakes and warrants that it shall comply with all UAE legislation, including without limitation, the UAE Labour Law, the Wages Protection System (WPS), Federal Law Concerning Immigration and Residence. In addition, Consultant shall make available to its Staff health insurance and appropriate accommodation in compliance with the UAE legislation.
- 7.3 Consultant shall defend, indemnify and hold MBZWI harmless from and against all claims, damages, losses, penalties, costs and/or expenses arising from or related to any breach by Consultant of the warranties in Clauses 7.1 and 7.2.
- 7.4 Without prejudice to any other right under this Agreement or by law, MBZWI shall have the right to terminate this Agreement forthwith in case of any breach of this clause by Consultant.

8 INTELLECTUAL PROPERTY

- 8.1 Consultant agrees that all Intellectual Property in all documents and materials specifically produced by or on behalf of Consultant in connection with or relating to this Agreement or any Engagement Letter (including but not limited to all reports, formulae, designs, models, sketches, drawings, and plans) (the “**Documents**”) are work made for hire, and shall vest in and belong to MBZWI. Consultant shall at the request of MBZWI, take all such steps and execute all such assignments and other documents as MBZWI may require to ensure that all Intellectual Property vests in

and belongs to MBZWI and for the registration or protection of MBZWI's rights in Intellectual Property.

- 8.2 Consultant warrants and represents that any Documents produced by or for Consultant pursuant to this Agreement or any Engagement Letter will not infringe rights in Intellectual Property owned by a third party whether by reason of the use or exploitation of any such Documents or otherwise.
- 8.3 MBZWI shall ensure that any materials prepared or provided by MBZWI to Consultant for use in connection with or relating to this Agreement or any Engagement Letter will not infringe rights in Intellectual Property owned by a third party.
- 8.4 Notwithstanding the foregoing sections, if any of the Documents are improvements to or rely upon, for their exploitation, any items owned by or licensed to Consultant prior to the Effective Date and protected by any intellectual property rights of Consultant (the "**Preexisting IP**"), Consultant will retain the intellectual property rights to such Preexisting IP, provided that for any Documents that rely on Preexisting IP for their exploitation, or are based on or otherwise include any Preexisting IP, Consultant hereby grants to MBZWI a transferable, royalty-free, approval-free, perpetual, world-wide, unconditional and irrevocable license to utilize the Preexisting IP as part of the Documents, at no additional cost.

9 LIABILITY AND INDEMNITY

- 9.1 Consultant shall defend, hold harmless and indemnify MBZWI, its subsidiaries and affiliates (including federal and local government bodies and all state owned or state controlled enterprises) and their respective officers, directors, employees and agents for all losses, claims, costs, liabilities, damages and expenses suffered or incurred by them arising from any wilful default, negligent or wrongful act or omission by Consultant, its employees, directors, officers, agents, sub-contractors and sub-consultants or any of their respective employees, agents or representatives and/or any breach by Consultant of this Agreement. Consultant agrees to compensate (as the case may be) in full as and when any expenses are incurred. In no event shall Consultant's aggregate liability exceed three times the amount of Fees paid under the Agreement. Notwithstanding the foregoing, no limitation of liability shall apply to Consultant's gross negligence, fraud, and wilful misconduct.
- 9.2 Without prejudice to subclause (1), Consultant undertakes to maintain at its own cost a policy or policies of insurance (including without limitation professional indemnity insurance) to cover all liability to MBZWI under this Agreement and without prejudice to the above Consultant shall ensure that the minimum cover under the policy or policies is five times the amount paid under this Agreement per accident or occurrence. The figure specified above is a minimum requirement and shall not be construed in any way as a limit of liability or as constituting acceptance by MBZWI of responsibility for any liability in excess of such figure.
- 9.3 Consultant shall allow MBZWI to inspect such policy or policies of insurance and shall provide copies of the same at MBZWI's request together with copies of renewals and evidence that all premiums due have been paid. However, neither

inspection nor receipt of such copies shall constitute acceptance by MBZWI of the terms thereof nor waiver of Consultant's responsibility hereunder.

10 TERM AND TERMINATION

- 10.1 This Agreement shall commence on the Effective Date and shall, unless terminated earlier in accordance with the provisions of this clause 10, continue until the later of: (a) a period of three (3) years thereafter; or (b) completion of all Services under any Engagement Letters in effect between the Parties.
- 10.2 MBZWI may terminate this Agreement and/or any Engagement Letter for convenience upon giving Consultant twenty (20) days' written notice or as may be specified in the Engagement Letter.
- 10.3 Either Party shall have the right to terminate this Agreement and/or any Engagement Letter forthwith if the other Party:
- (a) breaches any terms or conditions of this Agreement which breach is not capable of remedy or, in the case of a breach which is capable of remedy, if the other Party fails to take all reasonable steps to remedy the breach within fourteen (14) days of notice by a Party specifying the breach to be remedied;
 - (b) if the other Party enters into liquidation (or any like or analogous process) whether compulsory or voluntary or if it compounds with its creditors or has a receiver, administrative receiver, manager or administrator appointed over all or any of its assets (or any like or analogous process) or is unable to pay its debts within the ordinary course of business; or
 - (c) as otherwise expressly permitted by this Agreement or any Engagement Letter.
- 10.4 Termination of this Agreement for any reason shall automatically terminate all Engagement Letters. Termination of this Agreement or any Engagement Letter shall be without prejudice to the accrued rights of MBZWI or Consultant prior to the date of termination. In such case, MBZWI shall pay Consultant the proportion of the Fees payable for 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, up to the date of termination. MBZWI shall also be responsible for any non-cancelable expenses committed to be incurred prior to the termination date, provided such expenses were pre-approved in writing by MBZWI. In no event shall MBZWI be liable to Consultant for any loss, claims, damages, Fees, liabilities, costs or expenses (whether direct, indirect, economic, financial, consequential (including without limitation loss of profit, loss of goodwill, loss of sales revenue, loss of contract and loss of opportunity) or otherwise) suffered by Consultant.

11 ASSIGNMENT AND SUB-CONTRACTING

- 11.1 Consultant shall not, without the prior written consent of MBZWI, appoint any agent, subconsultant or subcontractor or any person or persons to carry out its obligations under this Agreement or any Engagement Letter or in any way dispose of its rights and obligations under this Agreement or any Engagement Letter. If

Consultant sub-contracts any of the obligations or Services, it shall remain fully responsible to MBZWI for the performance of all its obligations and shall be fully responsible for the performance of its sub-contractor(s) or sub-consultant(s) and shall ensure that they comply with all the terms of this Agreement and any relevant Engagement Letter.

- 11.2 MBZWI shall be free to assign any part of its rights or obligations under this Agreement without the consent of Consultant.

12 NOTICES

Any notice required to be given by one Party to the other shall be in writing and shall be served by sending the same by courier or by delivering the same by hand to the address of the Party as set out on page one of this Agreement or such other address as a Party may from time to time notify to the other Party, and any notice so served shall be deemed to have been served when delivered by hand at the time of such delivery and when sent by courier seventy-two (72) hours after the time of despatch and in proving the service of the same it shall be sufficient to prove, in the case of a letter, that such letter was properly delivered at the relevant address for service.

13 WAIVER

No waiver or forbearance by MBZWI in enforcing any of its rights hereunder shall prejudice or affect the ability of MBZWI to enforce such rights or any of its other rights hereunder at any time in the future. No waiver shall be effective unless in writing and signed by MBZWI. For the avoidance of doubt, it is agreed that a waiver of a right on one occasion shall not constitute a waiver of the same right in the future.

14 WHOLE AGREEMENT

This Agreement (together with the Engagement Letters and any other documents referred to herein) constitutes the whole agreement between the Parties relating to its subject matter.

15 SEVERANCE

Any provision of this Agreement which is declared void or unenforceable by any competent authority or court shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect the other provisions of this Agreement which shall continue unaffected.

16 ADVERTISING

Consultant undertakes that neither it nor any of its Staff shall without the prior written consent of MBZWI, which may be withheld by MBZWI in its absolute discretion, permit or authorise the making of any announcement, press release, reference to this Agreement or to the Services or to MBZWI, its logo, its operations, plans or activities, in any medium including, without limitation, any leaflets, brochures, publications, journals, newspapers, the internet or in any radio or television broadcasts.

17 SET-OFF AND COUNTERCLAIM

MBZWI shall have the right to deduct from any monies due or which may become due to Consultant, any monies or sums recoverable from Consultant to MBZWI in respect of any claim whatsoever. Consultant shall not be entitled to set off against any sums payable to MBZWI any sums which it may owe or are payable to it by MBZWI.

18 NON-SOLICITATION

Consultant warrants that it shall not during and for a period of two (2) years from the termination of this Agreement, either, on its own account or in conjunction with or on behalf of any other person, firm or company, solicit or entice away from MBZWI any employee of MBZWI whether or not such person would commit a breach of contract by reason of leaving service.

19 RELATIONSHIP OF THE PARTIES

Nothing herein contained shall be construed or have effect as constituting any relationship of employer and employee between MBZWI and Consultant.

20 VARIATIONS

No variations or alterations to this Agreement shall be effective unless made in writing and duly signed by the authorised representatives of Consultant and MBZWI.

21 SURVIVAL

The provisions of clauses 1, 5, 8, 9, 10, 13, 16, 17, 18, 21 and 22 shall continue to apply notwithstanding termination or expiry of this Agreement.

22 GOVERNING LAW AND JURISDICTION

- 22.1 The validity, performance and all matters relating to interpretation and effect of this Agreement and any amendment hereto shall be governed by the laws of the United Arab Emirates, as applicable in the Emirate of Abu Dhabi.
- 22.2 The Parties submit to the exclusive jurisdiction of the Courts of Abu Dhabi for all and dispute arising out of or in relation to this Agreement.
- 22.3 Nothing in this Agreement shall limit any rights that MBZWI has to apply to any court or other judicial authority at any time in any jurisdiction.

[SIGNATURE PAGE FOLLOWS]

AS WITNESS the hands of the Parties or their duly authorised representatives on the date first before written.

THE MOHAMED BIN ZAYED WATER INITIATIVE FOUNDATION



Name:

Title:

Edelman FZ LLC



Name: Omar Qirem

Title: CEO - Edelman Middle East



SCHEDULE 1

FORM OF ENGAGEMENT LETTER

STRICTLY PRIVATE AND CONFIDENTIAL

From: **THE MOHAMED BIN ZAYED WATER INITIATIVE FOUNDATION**

PO Box 35665
Abu Dhabi, United Arab Emirates

To: **Edelman FZ LLC**

Date: [REDACTED]

Dear Sirs,

We refer to the Framework Consultancy Agreement between THE MOHAMED BIN ZAYED WATER INITIATIVE FOUNDATION (“**MBZWI**”) and Edelman FZ LLC (“**Consultant**”) dated [REDACTED] (the “**Agreement**”). Pursuant to clause 2 of the Agreement, we set out in this letter (the “**Engagement Letter**”) certain services which you have agreed to provide to us, the timing for the performance of such services and the fees payable for such services. Unless otherwise defined in this Engagement Letter, capitalized terms used herein shall have the meanings given to them in the Agreement.

1. Services / Project

Consultant will provide the following Services to MBZWI:

[REDACTED]

Any variation of the scope of Services must be agreed by MBZWI and Consultant in writing and explicitly state that it is amending this Engagement Letter.

2. Term of this Engagement Letter

The term of this Engagement Letter shall commence on [REDACTED] and end on [REDACTED], unless this Engagement Letter is terminated earlier in accordance with the terms of the Agreement.

3. Fees, Expenses and Invoicing

The Fees payable by MBZWI to Consultant for the Services performed under this Engagement Letter shall be [REDACTED].

The Fee shall be invoiced as follows: [REDACTED].

4. Terms of Agreement

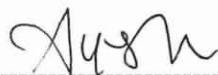
The terms and conditions of the Agreement shall apply to the Services to be performed under this Engagement Letter without any change or modification.

5. Acknowledgement and Acceptance

Please acknowledge your acceptance of the terms of this Engagement Letter by signing the confirmation below and returning a copy thereof to us.

Yours sincerely,

THE MOHAMED BIN ZAYED WATER INITIATIVE FOUNDATION



Name:

Title:

Date:

Acknowledged and agreed by:

Edelman FZ LLC

Name: Omar Qirem

Title: CEO - Edelman Middle East

Date: July 01, 2025



ENGAGEMENT LETTER # 3

STRICTLY PRIVATE AND CONFIDENTIAL

From: **THE MOHAMED BIN ZAYED WATER INITIATIVE FOUNDATION**

PO Box 35665
Abu Dhabi, United Arab Emirates

To: **Edelman FZ LLC**

Date: 13 August 2026

Dear Sirs,

We refer to the Framework Consultancy Agreement between THE MOHAMED BIN ZAYED WATER INITIATIVE FOUNDATION (“**MBZWI**” or “**Client**”) and Edelman FZ LLC (“**Consultant**”) dated 30 June 2025 (the “**Agreement**”). Pursuant to clause 2 of the Agreement, we set out in this letter (the “**Engagement Letter**”) certain services which you have agreed to provide to us, the timing for the performance of such services and the fees payable for such services. Unless otherwise defined in this Engagement Letter, capitalized terms used herein shall have the meanings given to them in the Agreement.

1. Services / Project

Consultant will provide the following Services to MBZWI:

No	Activity
Conference participation planning and counsel	To provide strategic planning and counsel for one (1) agreed conference, including one (1) conference participation plan of up to ten (10) slides delivered as an MS PowerPoint.
Owned event programming	To provide planning support for up to one (1) MBZWI-owned event, including: (i) one (1) concept note in MS Word or PowerPoint; (ii) one (1) draft run of show / agenda in Word or PowerPoint; (iii) one (1) draft guest list; (iv) one (1) invitation copy document in Word and/or invitation text for design handoff; and (v) reasonable stakeholder liaison related to these deliverables
Partner event logistical support	To support MBZWI participation in up to one (1) partner-owned event. For the event, Consultant shall deliver: • Liaison with event organiser. • One (1) briefing document.

	Excludes registration, travel planning, and development of event materials unless expressly included elsewhere in this LOE.
Event and Speaking Opportunities Assessment and Recommendation Notes	To prepare up to three (3) assessment and recommendation notes in relation to external event attendance invitations and speaking opportunities. Client shall provide relevant invitation details, deadlines, and background materials in sufficient time for review, where reasonably practicable.
Talking Points	To prepare up to three (3) talking point documents, each up to one thousand (1,000) words, for agreed MBZWI events and engagements. Client shall provide event context, speaking role, audience details, themes, and any required substantive inputs, where reasonably practicable.
Optional: On the ground support – subject to Client’s prior written request and approval.	To provide up to three (3) days of on the ground support by one (1) Consultant team member across the contract term up to twelve (12) hours per day.
Press Releases	To draft up to two (2) press releases in support of agreed MBZWI milestones and announcements. Includes up to two (2) rounds of consolidated feedback and amends per press release.

Optional Services:

The cost caps applicable to the Optional Services are set out below. The Consultant shall not commence any Optional Services without the Client’s prior written approval of the relevant scope of work and associated fees and shall not exceed the applicable cost cap.

Optional Services	Cost Cap (AED)
Travel, accommodation and on the ground expenses – based on actual invoices	150,000
Videography & Photography	40,000

Any variation of the scope of Services must be agreed by MBZWI and Consultant in writing and explicitly state that it is amending this Engagement Letter.

2. Term of this Engagement Letter

The term of this Engagement Letter shall commence on 13 August 2026 and end on 12 August 2027, unless this Engagement Letter is terminated earlier in accordance with the terms of the Agreement.

3. Fees, Expenses and Invoicing

The Fees payable by MBZWI to Consultant for the Services performed under this Engagement Letter shall be AED 247,187, plus VAT.

The Fees shall be invoiced upon the completion of the Services to the satisfaction of the Client.

4. Terms of Agreement

The terms and conditions of the Agreement shall apply to the Services to be performed under this Engagement Letter without any change or modification.

5. Acknowledgement and Acceptance

Please acknowledge your acceptance of the terms of this Engagement Letter by signing the confirmation below and returning a copy thereof to us.

Yours sincerely,

THE MOHAMED BIN ZAYED WATER INITIATIVE FOUNDATION



Name: Khaldoon Al Mubarak
Title:

Acknowledged and agreed by:

Edelman FZ LLC



Name: David Kingsmill-Moore
Title: Managing Director - UAE
Date: 14 August 2026