

OMB No. 1124-0006; Expires April 30, 2017

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 <http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, Registration Unit, Counterespionage 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 and Address of Registrant The Harbour Group LLC, 1200 New Hampshire Ave NW #850 Washington, DC 20036		2. Registration No. 5478
3. Name of Foreign Principal Executive Affairs Authority Abu Dhabi	4. Principal Address of Foreign Principal PO Box 44442 Abu Dhabi, United Arab Emirates	
5. Indicate whether your foreign principal is one of the following:		
<input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Committee <input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group <input type="checkbox"/> Association <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant Executive Affairs Authority of the Government of Abu Dhabi		
b) Name and title of official with whom registrant deals Vipul Kapadia, Procurement Coordinator		
7. If the foreign principal is a foreign political party, state:		
a) Principal address n/a		
b) Name and title of official with whom registrant deals n/a		
c) Principal aim n/a		

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.

8. 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.

n/a

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 ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

n/a

10. 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.

n/a

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A

Name and Title

Signature

11-1-16

Richard Mintz, Managing Director



U.S. Department of Justice
Washington, DC 20530

OMB No. 1124-0004; Expires April 30, 2017

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 <http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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, Registration Unit, Counterespionage 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
The Harbour Group, LLC

2. Registration No.
5478

3. Name of Foreign Principal
Executive Affairs Authority of Abu Dhabi

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

See attached agreement for a full description of the nature and method of performance.

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

Registrant will provide strategic communications counsel for an ongoing project in the United Kingdom. Subsequent to the signing of the attached agreement, the scope of services has been narrowed.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

See response to item 8.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
11-1-16	RICHARD I MINTZ MANAGING DIRECTOR	

Footnote: "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.

FRAMEWORK CONSULTANCY SERVICES AGREEMENT

1 July 2016

between

EXECUTIVE AFFAIRS AUTHORITY

AND

THE HARBOUR GROUP

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FRAMEWORK CONSULTANCY SERVICES AGREEMENT

This Framework Consultancy Services Agreement (this "Agreement") is made and entered into on 1st July 2016 ("Effective Date") by and between:

- (1) Executive Affairs Authority, a government authority established in the Emirate of Abu Dhabi, with its address at Al Mamoura Building A, PO Box 44442, Abu Dhabi, United Arab Emirates ("EAA"); and
- (2) The Harbour Group LLC, whose registered office is at 1200 New Hampshire Ave. NW, Suite 850, Washington, DC 20036 USA ("THG");

each a "Party" and together the "Parties".

RECITALS

- A. The EAA may from time to time engage THG to provide certain consultancy services, subject to the terms and conditions set forth in this Agreement.
- B. THG wishes to provide certain consultancy services to the EAA in connection with public relations and strategic communications programs as directed and assigned by the EAA, 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, (iv) section, paragraph, clause and schedule references are to the sections, paragraphs, clauses and schedules of this Agreement unless otherwise specified, and (v) 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.

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") to perform certain services related to media and communications, which shall include:
 - Development of messages and drafting of materials;
 - Strategic communications counsel and the development of plans;
 - Spokesperson preparation or communications training;
 - Participation in meetings and calls;

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- Media relations and online strategy; and
- Media and online monitoring.

- 2.2 Once an Engagement Letter is executed by an authorized signatory of each Party, it shall form a binding contract between the Parties that is subject to the terms of this Agreement.
- 2.3 Nothing in this Agreement shall oblige either Party to perform any obligations under an Engagement Letter until it has been executed by both Parties. Upon execution by the Parties of each Engagement Letter, THG shall perform the Services set forth in each Engagement Letter in accordance with its terms (the "Services").
- 2.4 In the even that, and to the extent that, 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.
- 2.5 The Consultant acknowledges and agrees that it is appointed under this Agreement or pursuant to any Engagement Letter on a non-exclusive basis and that the BAA may procure services that are the same or similar to the Services from other parties.
- 2.6 THG shall only involve those of its employees, staff or personnel in the performance of the Services that are strictly necessary for the proper performance of the Services.

3 WARRANTIES OF THE HARBOUR GROUP

THG warrants and confirms to the BAA that:

- (a) It will use its best endeavours to promote and protect the interests of the BAA 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 THG's industry, profession or trade;
- (c) It will attend such meetings as the BAA may request and THG further undertakes to prepare and submit any reports or supply any information relating to the Services as may be required by the BAA; and
- (d) It will comply with the reasonable instructions of the BAA which may be given from time to time in relation to the Services.

4 FEES AND EXPENSES

- 4.1 The BAA shall pay THG 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

VAT, sales, withholdings, customs, duties, fees, levies, and other administrative charges (or any other).

- 4.2 The BAA shall be under no obligation to reimburse THG for any expenses in relation to the Services unless such expenses have been expressly authorized 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 the BAA of each invoice rendered in accordance with each Engagement Letter.
- 4.4 All invoices must be sent to the BAA's address specified at the beginning of this Agreement or such other address as the BAA may notify to THG in writing.
- 4.5 If any portion of the Fees is disputed by the BAA, THG shall receive the payment of any undisputed portion and the Parties shall use their reasonable efforts to resolve the dispute. Unless agreed otherwise by both Parties, no dispute relating to Fees shall relieve THG of its obligations to fully perform the Services.

5 CONFIDENTIALITY

- 5.1 THG 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). THG shall maintain a comprehensive data security program, which shall include reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorized access or alteration of Confidential Information, which shall be (a) no less rigorous than those maintained (or required to be maintained) by the disclosing Party 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 THG and its Permitted Users may only use the BAA's Confidential Information for the purposes of and in accordance with this Agreement. THG may only provide its Permitted Users with access to the Confidential Information on a strict "need-to-know" basis. THG shall ensure that each of its Permitted Users is bound to hold all Confidential Information in confidence to the standard required 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 the BAA, 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.
- 5.3 The undertakings in this clause 5 shall not apply to (i) the disclosure of Confidential Information which is made by THG with the prior written consent of the BAA; (ii) disclosure which is required by law or by a court of competent jurisdiction, provided that THG gives the BAA advance notice of the disclosure so that the BAA 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.

- 5.4 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 THG will immediately disclose to EAA in writing: (a) the extent and nature of any actual or potential conflict of interest that it or the individual may have concerning EAA, 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 THG considers it possible to continue to provide the Services notwithstanding the conflict.
- 6.2 Following written notification by THG to EAA under clause 6.1, EAA may discontinue the Services and/or terminate this Agreement and/or the Engagement Letter under which the conflict of interest arose. If the EAA agrees to continue the provision of the Services, THG 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 THG's industry, profession or trade.
- 6.3 By entering into an Engagement Letter, THG hereby represents and warrants that no actual or potential conflict of interest exists with respect to its obligations to EAA under the Engagement Letter as of the date of its signature.

7 COMPLIANCE WITH APPLICABLE RULES AND REGULATIONS

- 7.1 THG undertakes 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 it from time to time in carrying out any activities contemplated by the Agreement.
- 7.2 THG undertakes not to do any of the following in connection with any activities contemplated by the Agreement: (a) incur any expenditure for any unlawful purposes in connection with any activities contemplated by the Agreement; nor (b) make any offer, payment or promise to pay any money or to give anything of value to any government official, or any other person with a view to influencing any action or decision of such person; nor (c) commit or consent to or participate in any other way in any act of bribery (howsoever called) under the laws of any jurisdiction.
- 7.3 THG confirms and undertakes that it has not and shall not: (a) at any time offer, promise, give, authorize or solicit any monetary or other advantage of any kind in connection with this Agreement or any Engagement Letter; or (b) collude with any person in relation to this Agreement or any Engagement Letter.

8 INTELLECTUAL PROPERTY

- 8.1 THG agrees that all intellectual property in all documents and materials specifically produced by or on behalf of THG in connection with or relating to this Agreement

(including but not limited to all formulae, designs, models, sketches, drawings, and plans) (the "Documents") shall vest in and belong to the BAA. THG shall at the request of the BAA, take all such steps and execute all such assignments and other documents as the BAA may require to ensure that all intellectual property vests in and belongs to the BAA and for the registration or protection of the BAA's rights in intellectual property.

- 8.2 THG warrants and represents that any Documents produced by or for THG pursuant to this Agreement 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 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 THG prior to the Commencement Date and protected by any intellectual property rights of the Consultant (the "Preexisting IP"), THG 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, THG hereby grants to the BAA 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 & INDEMNITY

- 9.1 THG shall defend, hold harmless and indemnify the BAA, 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 whether direct, indirect, financial, economic, consequential (including without limitation loss of profit, loss of goodwill, loss of sales revenue, loss of opportunity and loss of contract) or otherwise suffered or incurred by them arising from any wilful default, negligent or wrongful act or omission by THG, its agents, sub-contractors and sub-consultants or any of their respective employees, agents or representatives and/or any breach by THG of this Agreement. THG agrees to compensate (as the case may be) in full as and when any expenses are incurred without proof of actual damage.
- 9.2 Without prejudice to subclause (1), THG undertakes to maintain at its own cost a policy or policies of insurance (including without limitation professional indemnity insurance) to cover all liability to the BAA under this Agreement and without prejudice to the above THG shall ensure that the minimum cover under the policy or policies is USD 5,000,000 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 the BAA of responsibility for any liability in excess of such figure.
- 9.3 THG shall allow the BAA to inspect such policy or policies of insurance and shall provide copies of the same at the BAA'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 the BAA of the terms thereof nor waiver of the Consultant's responsibility hereunder.

10 TERM & 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 The BAA may terminate this Agreement and/or any Engagement Letter for convenience upon giving THG thirty (30) days' written notice or as may be specified in the Engagement Letter.
- 10.3 The BAA shall have the right to terminate this Agreement and/or any Engagement Letter forthwith if THG:
- (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 THG fails to take all reasonable steps to remedy the breach within fourteen (14) days of notice by the BAA specifying the breach to be remedied;
 - (b) If THG 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 the BAA or THG prior to the date of termination except that in the event of a breach of this Agreement, the BAA shall not be liable to THG 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 THG other than where this Agreement or an Engagement Letter is terminated pursuant to clause 10.2, where the BAA shall pay THG 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.

11 ASSIGNMENT AND SUB-CONTRACTING

- 11.1 THG shall not, without the prior written consent of the BAA, appoint any agent, sub-consultant or sub-contractor 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 THG sub-contracts any of the obligations or Services, it shall remain fully responsible to the BAA 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 The EAA shall be free to assign any part of its rights or obligations under this Agreement to any entity that is owned by or controlled by the local or federal governments of the United Arab Emirates without the consent of THG.

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 the EAA in enforcing any of its rights hereunder shall prejudice or affect the ability of the EAA 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 the EAA. 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. Nothing in this Agreement shall be construed as an explicit or implied waiver of the EAA's sovereign immunity or its application.

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

THG undertakes that neither it nor any of its servants or agents shall without the prior written consent of the EAA, which may be withheld by the EAA in its absolute discretion, permit or authorize the making of any announcement, press release, reference to this Agreement or to the Services or to the EAA, 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

The EAA shall have the right to deduct from any monies due or which may become due to THG, any monies or sums recoverable from THG to the EAA in respect of any

claim whatsoever. THG shall not be entitled to set off against any sums payable to the BAA any sums which it may owe or are payable to it by the BAA.

18 NON-SOLICITATION

THG 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 the BAA any employee of the BAA 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 the BAA and THG.

20 VARIATIONS

No variations or alterations to this Agreement shall be effective unless made in writing and duly signed by the authorized representatives of THG and the BAA.

21 SURVIVAL

The provisions of clauses 1, 5, 8, 9, 10 16, 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 Nothing in this Agreement shall limit any rights that the BAA has to apply to any court or other judicial authority at any time in any jurisdiction .

[SIGNATURE PAGE FOLLOWS]

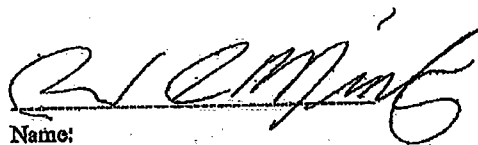
AS WITNESS the hands of the Parties or their duly authorised representatives on the date first before written.

EXECUTIVE AFFAIRS AUTHORITY



Name:
Title:

THE HARBOUR GROUP



Name:
Title:

[Signature Page]

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**SCHEDULE 1
FORM OF ENGAGEMENT LETTER**

From: Executive Affairs Authority
PO Box 44442
Abu Dhabi, United Arab Emirates

To: The Harbour Group

Date: 1 July 2016

Dear Sirs,

We refer to the Framework Consultancy Agreement between the Executive Affairs Authority ("EAA") and ("THG") dated 1 July 2016 (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

THG may provide any of the following Services to the EAA (based on EAA's written request)

- Provide strategic communications counsel and develop communications plans;
- Schedule, assist with and participate in meetings and calls as required;
- Develop messaging, content and communications materials for key audiences/stakeholders: briefing papers, Q&A, talking points, speeches, website or other online content, etc...;
- Train spokespersons for briefings and meetings, media interviews and other meetings with stakeholders;
- Identify and engage third-party stakeholders as required;
- Assist with media relations activities;
- Provide rapid response/issues management support;
- Monitor media and other online platforms; and
- Advise on the development of online strategies and programs.

Any variation of the scope of the Services must be agreed by the EAA and THG 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 1 July 2016 and end on 30 June 2019, unless this Engagement Letter is terminated earlier in accordance with the terms of the Agreement.

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3. Fees, Expenses and Invoicing

The Fees payable by the EAA to THG for the Services performed under this Engagement Letter:

- (a) EAA agrees to pay THG the Fees on a "per project" basis as agreed to between THG and EAA, and authorized in writing by the EAA (with supporting documentation submitted along with THG invoices).
- (b) THG project Fees will be determined by THG staff hours incurred (based on THG's hourly rates as detailed hereunder) to execute the scope of services..

The Harbour Group UAE Billing Rates (2016)

Managing Director A	\$ 550.00
Managing Director B	\$ 475.00
Vice President	\$ 425.00
Director	\$ 325.00
Special Counselor	\$ 300.00
Senior Associate / Manager	\$ 250.00
Associate	\$ 160.00
Account Coordinator	\$ 125.00
Assistant/Intern	\$ 75.00

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,

EXECUTIVE AFFAIRS AUTHORITY

Name: _____



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Title:

Date:

Acknowledged and agreed by:

THE HARBOUR GROUP



Name: RICHARD I MINTZ

Title: MANAGING DIRECTOR

Date: 7-28-16

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