

Exhibit A  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. 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. 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.

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, Criminal 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Hunton & Williams, LLP 1900 K Street, NW Washington, DC 20006	2. Registration No. 5627
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3. Name of foreign principal Ministry of Finance and Industry The United Arab Emirates	4. Principal address of foreign principal 3522 International Court, NW Washington, DC 20008
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5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

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): _____

Individual-State nationality \_\_\_\_\_

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

a) Branch or agency represented by the registrant.  
Ministry of Finance and Industry of the United Arab Emirates

b) Name and title of official with whom registrant deals.  
HE Alasri Saeed Ahmed Al Dhari

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

a) Principal address.

b) Name and title of official with whom registrant deals.

c) Principal aim.  
Not Applicable

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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

Not applicable

b) Is this foreign principal

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

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

Not applicable

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.

Not applicable

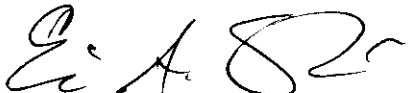
Date of Exhibit A	Name and Title	Signature
2/15/05	Eric Shimp, Director of the Strategic International Business Practice, Hunton & Williams, LLP	

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

**Privacy Act Statement.** 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. 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.

**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, Criminal 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 Hunton & Williams, LLP	2. Registration No. 5627
3. Name of Foreign Principal Ministry of Finance and Industry The United Arab Emirates	

Check Appropriate Boxes:

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.

Non-legal consultative engagement with the Ministry of Finance and Industry of the United Arab Emirates to provide trade policy advisory services related to the expansion of UAE-U.S. bilateral trade. This includes substantive policy advice on US regulatory regimes such as intellectual property, investment, services and other disciplines covered in a trade agreement.

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

Hunton & Williams LLP will complete technical studies of relevant trade issues as identified in collaboration with UAE officials, and advise UAE officials on public policy regarding Free Trade Agreements. The Firm will not represent UAE officials or interests before any US government agency, official or affiliate. The Firm's capacity is advisory not advocacy.

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.

Hunton & Williams LLP, will provide advice on a full range of trade issues covered in a free trade negotiation.

Date of Exhibit B	Name and Title	Signature
2/15/15	Eric Shimp, Director, Strategic International Business Practice, Hunton & Williams, LLP	

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.

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\*NON-ATTORNEY CONSULTANT  
FILE NO: 99999 000309

January 19, 2005

**Via E-mail**

HE Alasri Saeed Ahmed Al Dhari  
Ambassador  
United Arab Emirates  
3522 International Court, NW  
Washington, DC 20008

Re: Trade Advisory Engagement Letter

Dear Mr. Ambassador:

This will confirm the terms of our agreement to a non-legal consultative engagement with the Ministry of Finance and Industry of the United Arab Emirates (The Ministry) for the Strategic International Business Practice (The Practice) to provide substantive trade policy advisory services related to the expansion of UAE-U.S. bilateral trade. This engagement does not constitute a contract to represent The Ministry, the Embassy of the United Arab Emirates, or any UAE Government affiliate before the U.S. government or any organization, public or private.

Pursuant to your objectives, the Strategic International Business Practice of Hunton & Williams will complete technical studies of relevant trade issues as identified in collaboration with UAE officials. Practice professionals will also be available throughout the contract period as a resource to Ministry officials to advise on *ad hoc* issues arising in the context of this engagement. This shall include the provision of technical and coordinating advice to advocates retained by the Ministry with regard to negotiation of a bilateral free trade agreement with the United States. The terms of reference for all services are outlined in the annexed Terms of Reference. This contract does not constitute an arrangement to represent The Ministry, the Embassy of the UAE, or the Government of the UAE before the United States Government.

Like other large international law firms, we must be particularly careful not to accept engagements that would create a conflict of interest. We have procedures designed to prevent the firm from accepting engagements that would create a conflict of interest. However, we need the help of our clients to make these procedures effective. For example, we must rely on

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our clients to make us aware promptly of changes in their circumstances, particularly the acquisition or creation of new affiliates, which might present the potential for unwitting acceptance by us of a conflicting engagement. We will, therefore, rely on you to make us aware promptly of any such changes in circumstances.

In light of the size and diversity of the Firm's practice, it is quite possible that at some time in the future we may be asked to represent another entity that has a dispute with or that is on the other side of a transaction from the Government of the United Arab Emirates or any UAE Government affiliate. If we are satisfied that the exercise of our independent professional judgment would not be adversely affected by the engagement, we try to resolve any potential conflict of interest in these situations through informed consent. We would appreciate your agreeing that our work for you in this engagement does not preclude us from representing existing or new clients in any matter that is not substantially related to this engagement, even if the interests of these clients in those other matters are adverse to your interests or those of your affiliates. It may also be necessary for the Firm to register, due to the terms of this engagement, under the Foreign Agents Registration Act (FARA), as required by U.S. law.

The term of this contract runs from February 1, 2005, to June 30, 2005, renewable for a period to be determined as necessitated by developments. The parties agree to review the engagement regarding renewal in June, 2005. Either party may terminate this engagement pending a 30-day advance notice of the other party. Practice fees for this engagement will be \$35,000 per month for total compensation of \$210,000 for the initial contract period. This fee is inclusive of related incidental expenses (fax, copying etc.), but exclusive of travel-related expenses (i.e. airfare, lodging, meals) for Firm personnel when travel is necessitated by the engagement. Formal and informal consultations with UAE officials will be conducted regularly through the auspices of The Ministry and Embassy staff, including such trips to the United Arab Emirates as required by The Ministry.

Our fees are also exclusive of potential additional legal advisory work that may be contemplated under the terms of this engagement. In the advent that the practice should be required to draw upon the legal resources of the Firm, attorney fees shall be billed according to the Firm's standard fee schedule. All attorney expenditures shall be approved, in advance, by indicated Ministry officials. As noted in our discussions, we do not anticipate significant recourse to additional legal fees in the course of this engagement.

If the terms of this letter are acceptable, I would appreciate your signing the enclosed copy and returning it to me. Of course, we would be glad to discuss any of the arrangements described in the letter with you. We appreciate the opportunity to provide our advisory and reporting services to you, and look forward to our association with you.

Embassy of the United Arab Emirates

January 19, 2005

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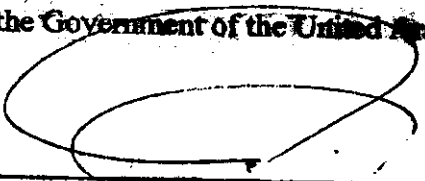
Sincerely yours,



Eric A. Shimp

Director, Strategic International Business Practice

For the Government of the United Arab Emirates



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HE Alasri Saad Ahmed Al Dhari  
Ambassador  
United Arab Emirates

cc: Ms. Reem Al Hashimy  
Commercial Attaché  
Embassy of the United Arab Emirates  
3522 International Court, NW  
Washington, DC 20008

**Terms of Reference**  
(as provided by the Ministry)

**Scope of Work**

- **Outline alternative templates** previously employed by the USTR in past Free Trade Agreements for the individual chapters of those agreements. Comment on the legal/policy implications of those templates and why specific templates have been employed in specific situations.
- **Outline the range of arguments** employed by the USTR in support of the same negotiating objectives in different countries.
- **Drawing on past experience**, brief the UAE Government on the meaning, possible interpretations and implications of various texts related to the FTA negotiations, including the draft articles, annexes and related letters proposed by the US, as they arise.
- **Advise the UAE Government** as to what effective access to markets and national treatment any US concessions and proposals that arise from the negotiations would provide, taking into account any non apparent constraints (such as, for example, state requirements and regulations) that may compromise their value to the UAE.
- **Drawing on your past experience**, advise the UAE negotiators as to the acceptability to the USA of potential changes to any UAE laws that may be considered in response to requests made by US negotiators.
- **On-call support to UAE negotiators** as to the implications of various issues as they arise during the negotiations.
- **Other support as may arise.**

