

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.

*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 BROWN LLOYD JAMES 250 WEST 57TH STREET, SUITE 1311 NEW YORK, NY 10107	2. Registration No. 5875
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3. Name of foreign principal Qatar 2022 Bid Committee	4. Principal address of foreign principal P.O. Box 62022, 26th Floor, QOC Building, Doha-Qatar
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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 checked="" type="checkbox"/> Association	<input type="checkbox"/> Other (specify):

Individual-State nationality

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

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

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.

MEDIA RELATIONS FOR THE ORGANIZATION

b) Is this foreign principal

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

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

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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.

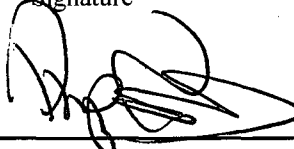
Date of Exhibit A 30 JUNE 2010	Name and Title Philip Elwood, Vice President	Signature 
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Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

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. 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 .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
BROWN LLOYD JAMES

2. Registration No.
5875

3. Name of Foreign Principal
QATAR BID COMMITTEE 2022

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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.
DISTRIBUTE MATERIALS AND INFORMATION ABOUT THE ORGANIZATION

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

MEDIA RELATIONS FOR THE ORGANIZATION AND ITS ACTIVITIES

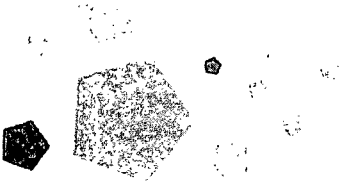
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

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.

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Date of Exhibit B 30 JUNE 2010	Name and Title Philip Elwood, Vice President	Signature 
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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.



**BIDDING NATION
QATAR**

Consultancy Services Agreement

Dated 1 April 2010

**Qatar 2022 Bid Committee
(Q2022)**

**Brown Lloyd James
(Supplier)**

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Qatar 2022 Bid Committee
P.O. Box 62022, 26th Floor, QOC Building, Doha-Qatar
www.qatar2022bid.com

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Consultancy Services Agreement

Dated 1 April 2010

Between

- (1) **Qatar 2022 Bid Committee** a private institution of public benefit registered in the State of Qatar whose registered office is at the 26th Floor, QOC Building West Bay, P.O. Box 62022, Doha, the State of Qatar (the **Q2022**); and
- (2) **Brown Lloyd James** a corporation organised and existing under the laws of the State of New York, United States of America with company number 13-3979978 whose principal place of business is at 250 West 57th Street, Suite 1311, New York, New York, United States of America (the **Supplier**).

Recitals

- A Q2022 intends to submit the Bid to FIFA to host the 2022 FIFA World Cup™ and 2021 Confederations Cup (the **Competitions**) and requires the services of the Supplier to be provided in respect of its Bid.
- B The Q2022 has decided to appoint the Supplier to provide public relations services to Q2022.

It is agreed:

1 Definitions and Interpretation

- 1.1 In this Agreement the following words and expressions shall have the following meanings:

Agreement means this agreement.

Best Industry Practice means performance standards which are equivalent (or better) when compared to the performance standards achieved from time to time of the world leading participants in the public relations industry for equivalent or comparable services.

Bid means the bid to be submitted by Q2022 to FIFA to host the Competitions in Qatar.

Business Day any day when banks are generally open for normal business in Qatar.

Change Request has the meaning set out in Clause 7.2.

Confidential Information has the meaning given in Clause 19.1.

Deliverables means all those events, products, services, etc. to be provided by the Supplier as set out or otherwise described in Schedule 1.

Documentation means all data or information (in whatever form and on whatever medium) which is originated, prepared or recorded by or on behalf of the Supplier or any third party or their employees, agents or sub-contractors for the purpose of describing the functions and operating requirements of the Deliverables and which may reasonably be required by the Q2022 for the understanding and operation of the Deliverables.

Effective Date means the date of this Agreement.

Fee means the amount payable by the Q2022 to the Supplier for the Deliverables in accordance with this Agreement and as more particularly set out at Clause 10.

FIFA World Cup Bid Criteria means FIFA's statutes, rules, regulations, directives, codes of practice, guidance and equivalent for the time being in relation to the bidding, hosting and staging of the FIFA World Cup, including the Bid Documents provided by FIFA in relation to the 2022 FIFA™ World Cup Bid.

Force Majeure Event has the meaning given in Clause 18.1.

Insurance Policies means professional indemnity insurance, commercial general liability insurance cover, employer's liability insurance cover and public liability insurance cover to be taken out by the Supplier in accordance with Clause 13.

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Invoices means the invoices to be submitted by the Supplier for payment by the Q2022 in accordance with the terms of this Agreement which shall detail a full breakdown of all Fees to which the Supplier believes it is entitled and all costs and expenses incurred up to the date of such invoice.

Key Personnel means the key personnel to be engaged in the supply of the Deliverables as named at Clause 2.7.

Q2022 Intellectual Property has the meaning given to it in Clause 12.1.

Supplier Team means the employees, suppliers and contractors appointed by the Supplier in accordance with Clause 3 to assist with the provision of the Deliverables.

Term has the meaning set out in Clause 15.1.

Timetable the timetable in accordance with which the Supplier will provide the Deliverables as set out in Schedule 2.

Trade Marks means the trade marks and/or logos of the Q2022.

- 1.2 Clause and Schedule headings do not affect the interpretation of this Agreement.
- 1.3 References to Clauses and Schedules are (unless otherwise provided) references to the clauses and schedules of this Agreement.
- 1.4 The Schedules form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement includes the Schedules. In the event and to the extent only of any conflict between the Clauses and the Schedules, the Clauses shall prevail.
- 1.5 Words in the singular include the plural and in the plural include the singular.
- 1.6 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

- 1.7 References to including and include(s) shall be deemed to mean respectively including without limitation and include(s) without limitation.
- 1.8 The expression "person" includes any individual, firm, body corporate, unincorporated association, limited liability partnership, partnership, government, state or agency of state (whether or not having separate legal personality).
- 1.9 In the event of any conflict between the terms and conditions on any associated documents and those contained in this Agreement, the latter shall prevail. This Agreement shall prevail over any standard terms and conditions of either party.

2 Supplier obligations in respect of the Deliverables

- 2.1 The Q2022 appoints the Supplier to provide, and the Supplier agrees to:
- (a) provide the Deliverables with effect from the Effective Date; and
 - (b) comply with all the terms and conditions of this Agreement.
- 2.2 The Q2022 is entering this Agreement in reliance upon the Supplier's own skill, knowledge and expertise in the performance of its obligations to the Q2022 and in so doing the Supplier shall (and shall procure that the Supplier Team shall also):
- (a) provide the Deliverables at all times with the highest level of skill, care and diligence and shall at all times promote the best interests of the Q2022 and maximise the chances for the Bid's success;
 - (b) use competent personnel with appropriate levels of training, experience and expertise for the tasks for which they are required to perform;
 - (c) use resources and equipment which are reliable, up to date, safe and in a condition which is adequate and appropriate to enable the Deliverables to be provided in accordance with this Agreement;
 - (d) provide the Deliverables in accordance with the agreed Timetable;
 - (e) provide the Deliverables at all times in a good safe and professional manner, in conformity with Best Industry Practice and in accordance with the FIFA World Cup Bid Criteria so that the Deliverables are fit for the purpose for which they were intended;
 - (f) ensure that the Deliverables, the Supplier, and the Supplier Team observe and conform in all respects with all applicable laws, rules, regulations and codes of practices that are or shall be from time to time applicable to the provision of the Deliverables, including all the laws of the State of Qatar;
 - (g) ensure that all Deliverables will be original, accurate and appropriate for its purposes and will not infringe any third party Intellectual Property Rights or other rights or be otherwise unlawful;
 - (h) at all times act in a manner free from dishonesty and corruption, and act in good faith in its dealings with the Q2022 including in respect of the selection of third party providers;
 - (i) act upon the reasonable requests of the Q2022 from time to time in relation to the provision of the Deliverables;
 - (j) act in a manner which shall promote and enhance the public image and reputation of the Q2022; and

(k) promptly notify the Q2022 if at any time the Supplier is prevented or delayed or becomes aware of any circumstance which may prevent or delay it from meeting the Timetable requirements and propose any measures which may be practicable to recover the delay or to avoid or reduce the anticipated delay and comply with all reasonable instructions of the Q2022 for the purpose of achieving the Timetable or minimising or recovering any delay.

2.3 The Supplier shall be solely responsible for the payment in respect of, and for entering into appropriate licensing for, any third party materials forming part of the Deliverables.

2.4 The Supplier hereby acknowledges that it has received from the Q2022 all information needed to provide the Deliverables.

2.5 The Supplier shall in carrying out all of its obligations under or in connection with this Agreement fully comply in all respects with Qatar law and any other law that may be applicable to the Deliverables.

2.6 Intentionally omitted.

2.7 The Supplier shall appoint the following Key Personnel in connection with the Deliverables:

John Watts, Managing Director – Doha
Christian Fianco, Vice President – Doha
David Barrett, Corporate Communications – Doha
Alex Ely, International Affairs – Doha
Khaled Ramadan, Account Director – Doha

Mike Holtzman, Executive Vice President & Partner – New York
Alison Bradley, Vice President – New York

and the terms of Clause 3.3 shall apply in respect of the Key Personnel in the same way as stated to apply to the Supplier Team. The Q2022 shall have the right, after consultation with the Supplier, to request the removal of any person engaged in the provision of the Deliverables if, in the Q2022's opinion, its performance or conduct is or has been unsatisfactory and the Supplier shall promptly remove such person. The Supplier shall be responsible for replacing such person with a person approved in writing by the Q2022.

- 2.8 The Supplier has been supplied with details of the Q2022's requirements for the Deliverables as specified in the Schedule 1 and, having had an opportunity to examine the requirement and objectives, the Supplier acknowledges that they are reasonable, clear and attainable and undertakes to provide the Deliverables in accordance with this Agreement but not so as to exclude the exercise of independent judgement on the part of the Supplier.

3 Supplier Team

- 3.1 Subject to Clause 3.2, the Supplier will engage appropriately qualified sub-consultants to assist with the provision of the Deliverables (the **Supplier Team**).
- 3.2 The Supplier shall notify Q2022 in writing and Q2022 shall approve in writing before Supplier may use the services of the Supplier Team. Q2022 reserves the right to require replacement of any person or sub-consultant in Supplier Team with a person or sub-consultant of similar qualifications. Any addition or change to the Supplier Team during the Term shall require the prior written approval of the Q2022.
- 3.3 The Supplier will, and will procure that the Supplier Team will, comply with all applicable laws, statutes, rules, orders and regulations in providing the Deliverables, including all export laws and all immigration and employment requirements imposed by any applicable jurisdiction, and the Supplier will indemnify and hold harmless the Q2022 from damages arising out of any failure to comply with the provisions of this Clause 3.3.
- 3.4 The Supplier shall be directly responsible and liable to the Q2022 for the performance of all its obligations in this Agreement and for all acts and omissions of, and any direct or indirect loss or damage caused by, the Supplier Team and of any other company or person which or who may assist the Supplier at any time in the provision of the Deliverables. The Supplier shall ensure all persons involved in providing the Deliverables shall at all times do so in accordance with the obligations set out in Clause 2.

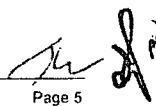
4 Q2022 obligations in respect of the Deliverables

The Q2022 shall provide reasonably-requested information to the Supplier in connection with the Deliverables and shall further use reasonable endeavours to provide the Supplier with all assistance and access to its personnel as is reasonably necessary to facilitate the provision of the Deliverables by the Supplier.

5 Intentionally omitted

6 Timetable of the Deliverables

- 6.1 The Deliverables will be provided by the Supplier in accordance with the Timetable set out in Schedule 2. The Supplier agrees that time shall be of the essence in the provision of the Deliverables.
- 6.2 The Q2022 may, in consultation with the Supplier, review and revise the Timetable in agreement with and subject to the Supplier's ability to meet this revised schedule.



7 Changes to the Deliverables and Additional Deliverables

- 7.1 The Fee shall cover all Supplier's costs relating to the Deliverables, including any taxes, government-required withholdings, or other fees which may be payable by Supplier.
- 7.2 The Fee is calculated on the basis of the scope of the Deliverables set out in Schedule 1. If any material change to the scope of the Deliverables is required by the Q2022, the Q2022 may, without invalidating this Agreement, request such changes by issuing to the Supplier a change request (a **Change Request**) which must be submitted in writing by Q2022 and, if agreed upon in writing by the Supplier, the Supplier shall implement the change in accordance with the Change Request and the Fee shall be adjusted, if needed, in accordance with Clauses 7.3 and 7.4 below. Any increase in the Fee as a result of a Change Request shall be notified by the Consultant to Q2022 as per Clause 7.3 below which Q2022 may, but is not obliged to, accept. Any such acceptance by Q2022 shall be in writing.
- 7.3 On receipt by the Supplier of a Change Request issued by the Q2022 the Supplier shall provide the Q2022 within two (2) Business Days of the date of the Change Request, the actual costs of:
 - a) the increase in the Fee (if any, which must be based on the rates set out in Schedule 3) which would occur as a result of the change set out in the Change Request together with a detailed breakdown of the manner in which such costs were calculated; and
 - b) if such a change cannot reasonably be implemented immediately, the time which it reasonably requires to implement such change.
- 7.4 The Supplier shall promptly supply to the Q2022 all additional information which the Q2022 may reasonably request, including details of possible lesser costs, to assist the Q2022 to evaluate the benefit of any proposed change.
- 7.5 In the event the Q2022 wishes to engage the Supplier to provide additional deliverables, the Q2022 may, without invalidating this Agreement, request such additional deliverables by issuing to the Supplier a work order (a **Work Order**). The form of such Work Order shall be determined at a later date. The fees in respect of such additional deliverables must be based on the rates set out in Schedule 3 (the **Rates**) and the Supplier shall not be entitled to increase the Rates for providing any additional deliverables.

8 Intentionally omitted

9 Reporting

- 9.1 The Supplier shall keep full and accurate records relating to the fulfilment of its obligations under this Agreement and the Deliverables.
- 9.2 Upon the request of the Q2022 the Supplier shall provide within twenty-four (24) hours the Q2022 with updates in writing on the work being undertaken by the Supplier in respect of the Deliverables.

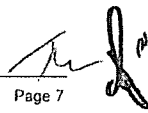
10 Payments to Supplier

- 10.1 In consideration for the provision of the Deliverables by the Supplier, the Q2022 shall pay the Supplier a monthly fee of US\$ 80,000 (the **Fee**). The Q2022 shall pay the Supplier US\$ 80,000 within 10 days following the Effective Date in respect of the Fee due for the first month.
- 10.2 The Fee includes all costs incurred by the Supplier except preapproved travel, accommodation, and reasonable expenses which shall be reimbursed by Q2022. Any costs

must be approved in writing by Q2022 prior to being incurred and must be supported by substantiating documentation to the satisfaction of Q2022.

All air travel shall be:

- (a) Economy Class in relation to flights of four hours or less; and
- (b) Business Class in relation to flights of more than four hours.



- 10.3 The Fee with respect to the Deliverables shall remain fixed as set out at Clause 10.1 above and shall not be subject to any fluctuations in international currency exchange rates.
- 10.4 The Supplier shall provide the Q2022 with monthly Invoices in respect of payments properly due and payable for Deliverables provided in the previous calendar month. Subject to the Supplier having met the Supplier's obligations under this Agreement the Q2022 shall pay such Invoices within thirty (30) Business Days of receipt.
- 10.5 Prior to making any payments to the Supplier, the Q2022 shall be entitled to make appropriate deductions or deferments in respect of any disputes or claims whatsoever with or against the Supplier.
- 10.6 The Fee includes all taxes, customs duties and tariffs or similar charges as due at the Effective Date and there shall be no change in the Fee due to any increase or variation in such taxes, customs duties and tariffs or similar charges that may become due in relation to the Deliverables after the Effective Date.
- 10.7 Any payment made by the Q2022 to the Supplier is without prejudice to any claims or rights which the Q2022 may have against the Supplier. The payment of any portion of the Fee shall not constitute an admission by the Q2022 that the Supplier has:
- (a) provided the Deliverables, any particular deliverable or any part of any deliverable;
 - (b) complied with its obligations under this Agreement.

11 Intentionally omitted

12 Intellectual property rights

- 12.1 All Intellectual Property Rights in the Deliverables, in all content therein and in all other documentation or material prepared in relation to the Deliverables shall be the property of and belong absolutely to the Q2022 (the **Q2022 Intellectual Property**). To the extent any Intellectual Property Rights are created by or on behalf of the Supplier in the provision of the Deliverables the Supplier hereby assigns with full title guarantee (by way of present and future assignment) any and all such Intellectual Property Rights to the Q2022. The Supplier warrants to the Q2022 that it has obtained from the Supplier Team a written and valid assignment of all existing and future Intellectual Property Rights in the Deliverables of all materials embodying such rights and a written irrevocable waiver of each Supplier Team member's moral rights in the Deliverables to the fullest extent permissible by law. The parties shall procure the execution and delivery of all documents necessary to give effect to this Clause 12.1.
- 12.2 The Supplier may not use the Q2022 Intellectual Property and Trade Marks, without the express, written approval of the Q2022.
- 12.3 The Supplier acknowledges that no further remuneration or compensation other than that provided for in this Agreement is or may become due to the Supplier in respect of the performance of its obligations under this Clause 12.
- 12.4 The Supplier shall indemnify the Q2022 on demand against all damages, losses, costs and expenses arising as a result of any infringement of the Trade Marks by the Supplier, from any claim by any third party that the Deliverables infringe the Intellectual Property Rights of such party.
- 12.5 The Q2022 shall give to the Supplier the earliest possible notice in writing of any claim being made or action threatened or brought against the Q2022. The Q2022 shall co-operate with the Supplier and permit the Supplier at the Supplier's own expense to conduct any litigation or negotiations which may ensue for a settlement of the claim.

- 12.6 In the event of such infringement or alleged infringement under Clause 12.4 the Supplier will, at its own expense, complete one or more of the following without delay:
- (i) procure for the Q2022 the right to continue to use the Deliverables; or
 - (ii) modify the Deliverables so that it becomes non-infringing without loss of functionality of compatibility or affecting its use; or
 - (iii) replace the Deliverables with equally suitable non-infringing Deliverables; or
 - (iv) if none of (i) to (iii) are achievable within a reasonable timescale, refund the total price of the Deliverables to the Q2022.

13 Insurance and liability

- 13.1 Subject to Clause 13.2 but notwithstanding the insurance obligations in this Clause 13 and regardless of whether any liability created under this Clause 13 is covered by such insurance, the Supplier shall on demand indemnify the Q2022 against any third party or other claim against the Q2022 (including legal costs) which may be threatened or arise in connection with the provision of the Deliverables by or on behalf of the Supplier.
- 13.2 Neither party shall be liable to the other for any loss of business, loss of profits, or for any form of indirect, special or consequential loss or damage, save for loss of reputation and loss of goodwill, whether arising from negligence, breach of contract, tort, breach of statutory duty or otherwise provided always that nothing in this Agreement shall exclude or limit any Party's liability for fraudulent misrepresentation, misconduct, and gross negligence; death or personal injury caused by its negligence; and/or any other liability which cannot be lawfully excluded or limited.
- 13.3 The Supplier shall maintain in force during the Term full and comprehensive Insurance Policies in respect of the provision of the Deliverables. The Supplier shall make full disclosure to the providers of the Insurance Policies and not cause such providers to void the Insurance Policies or avoid liability thereunder for any reason.
- 13.4 The Supplier shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to Q2022 and that the level of cover and other terms of insurance are acceptable to the Q2022. The Supplier shall indemnify Q2022 as provided in Clause 13.1 against any claim brought against the Q2022 which is not covered under the terms of the Insurance Policies.
- 13.5 The Supplier shall on request supply to Q2022 copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 13.6 The Supplier shall comply (and shall procure that the Supplier Team comply) with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies lapses or is not renewed or is changed in any material way or if the Supplier is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Supplier shall notify Q2022 without delay.

14 Non-compete

The Supplier agrees, undertakes and warrants that neither it nor any member of the Supplier Team shall provide services to any other national football association bidding to host the Competitions or the 2018 FIFA World Cup.

15 Term and termination

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- 15.1 This Agreement shall commence on the Effective Date and shall continue until 31 December 2010 unless otherwise terminated in accordance with its terms (the **Term**).
- 15.2 The Q2022 may terminate this Agreement immediately at any time by written notice to the Supplier if the Supplier:
- (a) commits any material breach of its obligations under this Agreement which (if remediable) is not remedied within two (2) Business Days after the service of written notice specifying the breach and requiring it to be remedied;
 - (b) is in persistent breach of any obligation under this Agreement;
 - (c) is not in breach of any of its obligations provided that the Q2022 pays the Supplier in accordance with Clause 16.3; and/or
 - (d) is acquired by a third party through merger or amalgamation, or through the acquisition of a majority holding or significant controlling interest by one or more parties, or otherwise becomes affiliated to any company or organisation whose controlling interest is regarded as unacceptable to the Q2022's interests.
- 15.3 Q2022 may terminate this Agreement for any reason on giving thirty (30) calendar days written notice. Upon such notice, Q2022 shall be liable only for the actual costs of the Supplier which shall be evidenced by producing detailed bills and work product.
- 15.4 Intentionally omitted.
- 15.5 Either party may terminate this Agreement immediately at any time by written notice to the other party if that other party:
- (a) ceases to trade (either in whole, or as to any part or division involved in the performance of this Agreement); or
 - (b) becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to that party; or
 - (c) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of the business or assets of that party, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court; or
 - (d) the ability of that party's creditors to take any action to enforce their debts is suspended, restricted or prevented or some or all of that party's creditors accept, by Agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or
 - (e) any process is instituted which could lead to that party being dissolved and its assets being distributed to its creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction).

16 Consequences of expiry or termination

- 16.1 If this Agreement is terminated under Clause 15.2(a), (b) or (d) above the Supplier shall not be entitled to claim any further Fees other than those properly certified as due and payable for Deliverables provided to the Q2022 prior to the date of termination.
- 16.2 Intentionally omitted.

- 16.3 If this Agreement is terminated under Clause 15.2(c) above the Q2022 shall pay to the Supplier a reasonable sum for Deliverables provided to the Q2022 up to the date of termination.
- 16.4 On expiry or termination of this Agreement:
- (a) all licences granted to Supplier by the Q2022 under this Agreement shall terminate immediately and Supplier shall cease to have any right to claim any form of association with the Q2022;
 - (b) the Supplier shall promptly return all materials supplied by the Q2022 (if any) and shall provide to the Q2022, to the extent that it has not already done so, all parts of the Deliverables prepared as at the date of termination;
 - (c) the Supplier shall, promptly upon receipt of the notice, cease any further work (except in respect of any part of this Agreement not terminated by the Q2022 and in relation to warranty or spare parts) and shall instruct its sub-contractors if any, to similarly do so, and shall comply with all reasonable instructions from the Q2022 with regard to termination and take such other steps as are necessary to mitigate any costs incurred by the termination.
 - (d) all provisions of this Agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is stated to continue shall continue in full force and effect. Without prejudice to the foregoing, Clauses 12, 13, 14, 15, 17, 19, 20, 21, 24, 26, 27, 29, 30 shall survive and continue in full force and effect notwithstanding termination or expiry of this Agreement.

17 Representations and warranties

- 17.1 Each party represents and warrants that it is duly organised, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, has been in continuous existence since its incorporation and has the right, power and authority and has taken all action necessary to execute, deliver and exercise its rights and perform its obligations under this Agreement.
- 17.2 The Supplier represents and warrants that:
- (a) it will provide the Deliverables in accordance with the terms of this Agreement;
 - (b) it has and will throughout the Term maintain the necessary skill, expertise and qualified staff in place and available for performance such that it is able to meet its obligations pursuant to this Agreement;
 - (c) it shall not use, or authorise the use by any third party the Trade Marks except as expressly authorised by this Agreement;
 - (d) it shall comply with all of its representations, obligations, undertakings and agreements and perform all of its obligations and responsibilities contained within this Agreement;
 - (e) it has the right (and has obtained all licences required) to supply the Deliverables to the Q2022;
 - (f) it shall not pledge the credit of the Q2022;
 - (g) it shall not during the provision of the Deliverables generate any material that is:
 - (i) libellous, obscene, unlawful or in breach of any applicable laws or regulatory requirements in Qatar;

- (ii) defamatory or infringe the Intellectual Property Rights of any person; or
- (iii) in breach of the FIFA World Cup Bid Criteria.

18 Force majeure

18.1 The definition in this Clause applies in this Agreement.

Force Majeure Event means in relation to any party any circumstances beyond its reasonable control affecting the performance by the party of its obligations under this Agreement including adverse weather conditions, serious fire, storm, flood, lightning, earthquake, explosion, acts of a public enemy, terrorism, war, military operations, insurrection, sabotage, civil disorder, epidemic, embargoes, labour disputes of a person other than such party, acts of God, acts of any government whether national, municipal or otherwise, or any agency thereof, but for the avoidance of doubt does not include an event in relation to either party being unable to fulfil its obligations under this Agreement as a result of a lack of funds of such party or such party being or becoming insolvent.

- 18.2 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay will continue. The affected party shall take all reasonable steps to mitigate the effect of the Force Majeure Event.
- 18.3 If, due to a Force Majeure Event, the Supplier is unable to perform part or all of the Deliverables, the Q2022 shall not be charged for those parts of the Deliverables which the Supplier is unable to deliver.

19 Confidentiality

- 19.1 Each party undertakes that it shall not at any time disclose to any person any confidential information disclosed to it by the other party concerning the business or affairs of the other party, including information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers and in the case of the Q2022, information relating to the Bid and any other plans disclosed to the Supplier for the development of football in the region (**Confidential Information**), except as permitted by Clause 19.2.
- 19.2 Each party may disclose the other party's Confidential Information:
- (a) to it and to its employees, officers, agents, Suppliers or subcontractors (**Representatives**) who need to know such information for the purposes of carrying out the party's obligations under this Agreement, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this Clause 19 as though they were a party to this Agreement. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this Clause;
 - (b) as may be required by law, court order or by any governmental or regulatory authority or any securities exchange to which the relevant party is subject or submits; and
 - (c) to the extent the Confidential Information has become publicly available or generally known to the public at the time of the disclosure other than as a result of a breach of this Clause 19.
- 19.3 The obligations of confidentiality in this Clause 19 shall not be affected by the expiry or termination of this Agreement.

19.4 The Supplier shall not make any statements to any third parties about Q2022 or this Agreement. Any disclosure by the Supplier in violation of this Clause 19.4 shall be deemed a material breach of this Agreement and the Supplier shall be liable for and pay to Q2022 a penalty of QAR 1,000,000 for each instance.

19.5 If required by the Q2022 the Supplier shall arrange for any member of the Supplier Team to enter into a confidentiality agreement with the Q2022 on terms similar to this Clause 19.

20 Notices

20.1 A notice given under this Agreement:

- (a) shall be in writing in the English language (or be accompanied by a properly prepared translation into English);
- (b) shall be sent for the attention of the person, and to the address or fax number given in this Clause 20 (or such other person, address or fax number as the receiving party may have notified to the other, such notice to take effect three (3) Business Days from the notice being received); and
- (c) shall be in all cases sent by email.

20.2 The addresses for service of notice are:

- (a) for the Q2022:

Communications Director
26th Floor, QOC Building West Bay
P.O. Box 62022
Doha, Qatar

With a copy to the following email addresses: n.alkhater@qatar2022bid.com and a.althawadi@qatar2022bid.com

- (b) for the Supplier:

John Watts, Managing Director - Doha
250 West 57th Street, Suite 1311
New York, New York 10107
United States of America

With a copy to the following email addresses: johnw@brownlloydjames.com and christianf@brownlloydjames.com

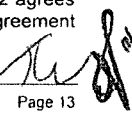
A notice is deemed to have been received in the case of e-mail at the time of transmission.

21 Publicity

All media releases, public announcements and public disclosures by the Supplier relating to this Agreement or its subject matter, including promotional or marketing material, shall be coordinated with the Q2022 and approved, in writing, by the Q2022 prior to release.

22 Assignment

Neither party may assign or transfer any of its rights or obligations under this Agreement. Notwithstanding the foregoing but subject at all times to Clauses 2.2 and 3, the Q2022 agrees the Supplier may use third parties in delivering the Deliverables under this Agreement



provided that the Supplier remains directly responsible and liable to Q2022 for the performance of its obligations under this Agreement and the acts and omissions of any such third parties.

23 Entire Agreement

- 23.1 This Agreement sets out the entire agreement between the parties. No other term, express or implied, forms part of this Agreement. No usage, custom or course of dealing forms part of or affects this Agreement.
- 23.2 The only claim, right or remedy available to a party for a representation expressly set out in this Agreement shall be damages for breach of contract.
- 23.3 Each party waives all claims, rights and remedies for all representations:
 - (a) made to it by any person before entering into this Agreement; and
 - (b) not set out in this Agreement.

Each party acknowledges that, in deciding to enter into this Agreement, it has not relied on any such representation.

- 23.4 This Clause does not exclude or restrict liability for fraudulent misrepresentation or fraudulent concealment.

24 Third party rights

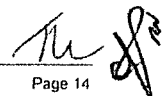
- 24.1 This Agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person.
- 24.2 The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under this Agreement is not subject to the consent of any person who is not a party to this Agreement.

25 Variation and waiver

- 25.1 A variation of this Agreement shall be in writing and signed by or on behalf of both parties to this Agreement.
- 25.2 A waiver of any right under this Agreement is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.
- 25.3 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

26 Severance

- 26.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 26.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.



27 No partnership or agency

27.1 Nothing in this Agreement, and no action taken under this Agreement:

- (a) creates a partnership;
- (b) creates a relationship of principal and agent between any of the parties; or
- (c) otherwise authorises any party to bind any other party.

27.2 The Supplier shall not hold itself out as being able to commit or terminate any legally binding agreement to which Q2022 is a party.

28 Miscellaneous provisions

28.1 Each party shall (at its own expense) promptly execute and deliver all such documents, and do all such things, or procure the execution and delivery of all documents and doing of all such things as are required to give full effect to this Agreement and the transactions contemplated by it.

28.2 Neither party shall at any time act or omit to act in a manner calculated or likely to bring the other party into disrepute.

28.3 During the Term neither the Supplier nor any member of the Supplier Team involved in providing the Deliverables shall interfere in the political or religious affairs of the State of Qatar.

29 Governing law and jurisdiction

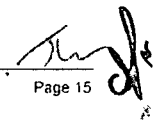
29.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the State of Qatar.

29.2 Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts of the State of Qatar.

30 Counterparts

The parties may execute this Agreement in any number of counterparts, each of which is an original. A set of counterparts, executed by all parties, together forms one and the same instrument.

Signed by the parties or their duly authorised representatives



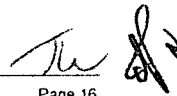
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Schedule 1 – Deliverables and Scope of Work

The Supplier shall provide a broad range of public relations services including but not limited to media relations, strategic guidance, advertising, editorial service and global outreach.


The Supplier's scope of services include but are not limited to the following:

- 1 Providing assistance in implementing and activating the campaign strategy and communications narrative created by Q2022.
- 2 Distributing Q2022 press releases to international territories, including but not limited to Argentina, Belgium, Brazil, Cameroon, Cyprus, Egypt, France, Germany, Guatemala, Ivory Coast, Japan, New Zealand, Nigeria, Paraguay, Russia, South Korea, Spain, Switzerland, Tahiti, Thailand, Trinidad and Tobago, Turkey, USA as requested by Q2022.
- 3 Translating relevant press releases into Arabic, French, German, Portuguese, Spanish, Japanese and/or Russian on an as required basis at the Supplier's own expense.
- 4 Managing follow-up with appropriate media to help ensure positive coverage and cut through of Q2022 stories.
- 5 Compiling and share with the Q2022 a media database of key football, business of sport and relevant influential journalists in the target markets, including relevant contact details (such as name, phone, email, address).
- 6 Assisting the Q2022 in arranging for key journalists in target markets to visit Qatar up to November 2010; to include journalist liaison pre-visit, selling in trip and smooth logistics up to their arrival in Qatar.
- 7 Managing any in-depth target market media outreach, including visits by senior Q2022 members and ambassadors, which would be commissioned by the Q2022. The Supplier should assume that visits will last for 24-48 hours and the Supplier must engage at least 5-10 relevant journalists/broadcasters. The Supplier must arrange all logistics, interviews, follow-up with journalists, translation at the Supplier's own expense where required by Q2022 and produce a media report on subsequent media coverage.
- 8 Developing content when required by the Q2022 for relevant collateral or mediums, including but not limited to brochures, website copy, pamphlets, stories.
- 9 Developing PR opportunities around key events to generate media attention around the Bid.
- 10 Providing Q2022 with daily media monitoring reports at the end of each day and a weekly summary at the end of each week. Any critical piece of news must be provided to Q2022 immediately.

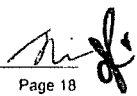


Schedule 2 – Timetable

Supplier shall provide the Services indicated in Schedule 1 on an ongoing basis.

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Schedule 3 – Rates



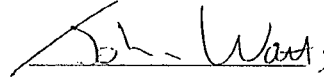
Signed by Hassan Al-Thawadi
duly authorised for and
on behalf of
Qatar 2022 Bid Committee

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Signed by John Watts
duly authorised for and
on behalf of
Brown Lloyd James

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Brown Lloyd James
P.O. Box: 8019, Doha Qatar

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