INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit’s webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530, and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

BCW LLC

2. Registration Number

6227

3. Primary Address of Registrant

1801 K Street, NW, 9th Floor, Washington, DC 20006

4. Name of Foreign Principal

Environmental Agency of Abu Dhabi

5. Address of Foreign Principal

Al Mamoura building (A), Building (62), Al Mamoura St, PO Box 45553
Al Nahyan, Abu Dhabi
UNITED ARAB EMIRATES 22221

6. Country/Region Represented

UNITED ARAB EMIRATES

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

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

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

a) Branch or agency represented by the registrant

Environmental Agency of Abu Dhabi

b) Name and title of official(s) with whom registrant engages

H.E. Dr. Shaikha Salem Al Dhaheri, Secretary General

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

   b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:
    a) State the nature of the business or activity of this foreign principal.

    b) Is this foreign principal:
       Supervised by a foreign government, foreign political party, or other foreign principal  Yes [ ] No [ ]
       Owned by a foreign government, foreign political party, or other foreign principal  Yes [ ] No [ ]
       Directed by a foreign government, foreign political party, or other foreign principal  Yes [ ] No [ ]
       Controlled by a foreign government, foreign political party, or other foreign principal  Yes [ ] No [ ]
       Financed by a foreign government, foreign political party, or other foreign principal  Yes [ ] No [ ]
       Subsidized in part by a foreign government, foreign political party, or other foreign principal  Yes [ ] No [ ]

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

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.
EXECUTION

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

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<th>Date</th>
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<tr>
<td>08/19/2023</td>
<td>Sharon Balkam</td>
<td>/s/Sharon Balkam</td>
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EXECUTION

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

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<td>Sharon Balkam</td>
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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. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit’s webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
   BCW LLC

2. Registration Number
   6227

3. Name of Foreign Principal
   Environmental Agency 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. What is the date of the contract or agreement with the foreign principal? 08/01/2023

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

   Provide public relations, communications and thought leadership advice to increase awareness of the Environmental Agency of Abu Dhabi.
9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

BCW will provide design an effective and comprehensive public relations strategy; identify appropriate media opportunities and create briefing materials and talking points for media interactions. BCW will also develop a program of thought leadership initiatives to support communication strategy.

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

Yes ☑ No ☐

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

BCW will provide design an effective and comprehensive public relations strategy; identify appropriate media opportunities and create briefing materials and talking points for media interactions. BCW will also develop a program of thought leadership initiatives to support communication strategy.

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

Yes ☐ No ☑

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

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

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Contact</th>
<th>Method</th>
<th>Purpose</th>
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12. During the period beginning 60 days prior to the obligation to register\(^3\) for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

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<td>Yes</td>
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If yes, set forth below in the required detail an account of such monies or things of value.

<table>
<thead>
<tr>
<th>Date Received</th>
<th>From Whom</th>
<th>Purpose</th>
<th>Amount/Thing of Value</th>
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13. During the period beginning 60 days prior to the obligation to register\(^4\) for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

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<td>Yes</td>
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If yes, set forth below in the required detail an account of such monies or things of value.

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<th>Date</th>
<th>Recipient</th>
<th>Purpose</th>
<th>Amount/Thing of Value</th>
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1. "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.
EXECUTION

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

Date	Printed Name	Signature

08/19/2023	Sharon Balkam	/s/Sharon Balkam
EXECUTION

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

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Abu Dhabi Government

Contract No.:
PCD-CS-0578-MSS-SG-5111010-US

Contract FOR
Provision of Communication Services
Between
Environment Agency – Abu Dhabi

And
ASDAA Public Relation-Sole Proprietorship LLC

Abu Dhabi 2023

Classification: Sensitive
This Contract is made in Abu Dhabi, United Arab Emirates on the 01st Aug 2023

BY AND BETWEEN

ENVIRONMENT AGENCY – ABU DHABI “EAD” (hereinafter referred to as the First Party), a government entity, reorganized by Law No 16 of 2005 as amended, whose postal address is 45553, Abu Dhabi, United Arab Emirates, and Telephone No. (02) 445 47 77, and Fax No. (02) 446 33 39.

AND

ASDAA Public Relation-Sole Proprietorship LLC (hereinafter referred to as the Second Party or Contractor), an entity duly established and existing under the Laws of Abu Dhabi, United Arab Emirates and operating under Trade License No. CN-1136754 whose postal address is 44281, Abu Dhabi, United Arab Emirates and Telephone No: +971 2 6334 133. Hereinafter collectively referred to as the “parties” and individually as a “party”

RECITALS

1) WHEREAS, The First Party is seeking consultancy services in relation to “Provision of Communication Services” as detailed in Annex 1 (referred to hereinafter as the “Services”), and
2) Whereas the Second Party has the capability, experience, and qualified personnel, equipment, material and resources required to expediently provide and perform the Services and is willing to do so in accordance with the terms and conditions hereof;
3) NOW THEREFORE, in consideration of the promises and the covenants hereinafter set forth, the Parties have agreed:

PCU REF: PCD-CS-4578-MISS-SG-S110100-L/8

Classification: Sensitive
### Article 1 - Contract Structure

This Contract comprises the Recitals, the Contract Articles and the following Annexes which are part of this contract:

1. Annex A (Scope of work)
2. Annex B (Cost Breakdown and Payment Schedule)

### Article 2 - Contract Interpretation

This Contract constitutes the entire Agreement between the Parties, and supersedes any and all previous representations, promises, inducements or understandings, whether verbal or in writing. No changes, amendments or modifications of any of the terms and conditions of this Contract shall be valid unless reduced to writing and duly signed by the Parties.

### Article 3 - Duration and Service Schedule

This Contract shall come into effect on 01 August 2023 and shall remain in full force and effect until January 14, 2024.

### Article 4 - Obligations of the Parties

1. The Second Party shall provide and employ all necessary professionals with relevant qualifications and experiences and in the number required and sufficient for the proper performance of the Services, fully complying with the relevant laws and regulations applicable in the Emirate of Abu Dhabi.
2. The Second Party shall provide the Services until full completion of the Project and it is the Second Party’s responsibility to resolve any technical issues/problems during the term of this Contract.
3. The Second Party shall ensure that the Services provided are free from any defect, that the workmanship is of industry standards, and that the Services are performed in accordance with good professional practices and as per the specifications provided in the Annex-A.
4. The Second Party shall, at its own cost and responsibility, subscribe to professional indemnity insurance for its Services in accordance with the applicable laws in Abu Dhabi.
5. None of the Second Party’s Personnel shall be deemed to be an employee of the First Party and nothing contained in this Contract shall be construed to create any contractual relationship between any of the Second Party’s personnel and the First Party. The Second Party shall be responsible for and indemnify and hold the First Party harmless against all labor claims arising from or in connection with the Second Party’s personnel actions or inaction, and/or the consequences of misleading recommendations.

PCD REF: PCD-CS-6578-MSS-SG-5111018-US

Classification: Sensitive
4.6 Should the First Party decide that anyone of the Second Party's personnel is unsuitable for his/her assigned portion of the Services, or the conduct of any one of the Second Party's personnel is detrimental to the First Party's interests by reason of lack of adequate experience, carelessness or incompetence to carry out his/her assignment, the First Party shall have the right to notify the Second Party to remove such person from its premises on giving 10 working days written Notice. The Second Party shall, upon receipt of such Notice, replace the concerned employee with another one acceptable and satisfactory to the First Party without delay at the Second Party's cost.

4.7 The Second Party shall, as its own cost and responsibility, secure and keep work permits, visas, and any other governmental authorizations required for the performance of the Services as well as workers' compensation insurance covering its personnel as required by the relevant laws and regulations applicable in the Emirate of Abu Dhabi.

4.8 The Second Party shall, as its own cost and responsibility, provide health insurance and accommodation for its Personnel in accordance with the applicable laws in Abu Dhabi.

4.9 The Second Party shall assure that all of its personnel are kept directly employed or recruited on its direct sponsorship fully complying with the labour and immigration laws and regulations applicable in the Emirate of Abu Dhabi.

4.10 The Second Party shall make presentations to the concerned employee of the First Party covering the progress of the Services required for the fulfillment of the Second Party's obligations under this Contract.

4.11 Subject to provisions of this Contract, the Second Party shall submit the agreed services to the First Party for this Contract as per Annex (A). The services submitted by the Second Party shall be subject to review by the First Party.

4.12 The First Party shall nominate a Project Manager for this Contract and communicate the name thereof to the Second Party in writing. The First Party may at any time during the term of this Contract replace the nominated Project Manager with another at its own discretion.

4.13 The Second Party shall adhere to the First Party's EHS Policy shown in Article 6 of this Contract.

**Article 5 Management of the Execution of Services**

5.1 The Second Party shall perform the Services in diligent, skillful, efficient and workman like manner with reasonable promptness and dispatch up to international standards of the highest quality and the Second Party shall ensure provision of the Services by a team of experts.

5.2 The Second Party shall perform the Services strictly in accordance with the specifications and requirements set out in this Contract as well as the plans and instructions provided by the First Party, provided these

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**Classification: Sensitive**
Article 6: Environment, Health and Safety Management

6.1 The Second Party’s staff that will be working on the Project out of the First Party’s premises should contact the First Party’s EHS Team to receive EHS induction training prior to commencing their work.

6.2 At all times, the Second Party staff available at the First Party should adhere to the following minimum requirements of the First Party EHS management system stipulated below:

a) The Second Party staff should follow the First Party entry and exit procedures, should familiarize themselves with the First Party emergency contacts, emergency exits and assembly points, and, in case of emergencies or drills, should follow the First Party evacuation plans and instructions of the First Party emergency staff.

b) The Second Party staff should communicate any hazard, near miss or incident/accident while on the First Party premises to the First Party using the First Party EHSMS forms stipulated for this purpose.

6.3 The Second Party staff should implement corrective/preventive actions advised by the First Party EHS Team as a result of the First Party EHS inspections/audits.

6.4 The Second Party project staff shall familiarize themselves with requirements of the First Party Quality Management System, to ensure that the Services to be developed / implemented is reconciled with the First Party QMS requirements, for example, in terms of document generation and control.

Article 7: Variations and Modification in the Scope of Services and Contract

Any amendment to the contract in terms of quantity, specifications or other revisions shall be performed through a variation order approved and signed by the authorized signatories of both the Parties. In case of such variations, where appropriate, the prices shall be updated by reference to the applicable unit prices with the Second Party’s proposal.

Article 8: Consideration

In consideration of the Second Party’s satisfactory performance of the Services in accordance with this Contract and discharging all of its obligations under the Contract, the First Party shall pay the Second Party a maximum capping amount of AED 597,883 (UAE Dirhams Five Hundred Ninety-Seven Thousand Eight Hundred and Eighty-Nine Only) excluding VAT, as per the cost schedule attached (Annex B) and the value of the Services provided and in accordance with the terms & conditions of this Contract.

8.1 The Second Party shall prepare and submit to the First Party, in writing, invoices showing the requested payment for services provided in accordance with the Scope of Services and approved payments shown.
8.2 The Contract Price shall be inclusive of and cover any and all costs and expenses to be incurred by the Second Party for and in relation to this Contract, including but not limited to, the costs and expenses for supervision, personnel, equipment, materials, supplies, consumables, services, visas and permits, communications, overheads, profit, insurance premium, contingencies including risks of fluctuations of any costs and currencies values, and custom duties. The First Party shall in no event be liable to pay any amount in excess of the Contract Price and in all events, no payment shall be made by the First Party unless it is expressly rendered payable or reimbursable by the First Party pursuant to the relevant provisions of this Contract.

Article 9 Payment and Reduction

9.1 A valid Invoice bearing Contract reference number and date must be submitted by the Second Party to the First Party in one original and should be supported by relevant documents, and in accordance with the Payment Schedule.

9.2 All invoices must be signed by the authorized signatory of the Second Party and shall be reviewed & approved by the the First Party’s relevant authorized signatories. Payment will be against the First Party approval & within 30 days of successful completion of the relevant Service and after confirming that the required service matches the Contract terms and conditions. If the First Party does not approve payment or dispute any invoice submitted by the Second Party, such payment or invoice shall not be payable.

9.3 The Second Party shall be entitled to payment for provision of the Services in accordance with the Services effectively performed and the Payment Schedule in Annex B provided that any payment is subject to prior written approval of the First Party.

9.4 The First Party shall have the right to deduct or withhold any amount claimed by the Second Party or payable to the Second Party pursuant to the relevant provisions of this Contract.

9.5 The Second party shall accomplish all the works mentioned in the contract as per the terms agreed upon between the two parties. In the event of any delay to deliver the works within the timeline determined in the contract, the second party shall pay a delay penalty as per the following:

The delay penalty is calculated by dividing the delay period by the total duration of the contract multiplied by the contract value. Provided that the delay percentage shall not exceed 10% of the contract value. In case of exceeding this percentage and failure to complete subject matter of the contract, EAD shall have the right to confiscate the performance bond.
have the works completed at the Second party's cost in addition to reasonable administrative expenses.

9.7 Performance Bond The Second Party shall submit to the First Party a Performance Bond equal to 10% of the Contract Price excluding reimbursable and chargeable costs. The Performance Bond shall be issued in favor of the First Party in the Arabic language by a bank registered in United Arab Emirates and shall be for one year automatically renewable, unconditional, irrevocable and payable upon request of the First Party. The cost of the Performance Bond shall be borne by the Second Party if the Contractor/Supplier does not pay the amounts due in accordance with the Contract Price, excluding reimbursable and chargeable costs, is increased or decreased for any reason. The performance bond may be increased or decreased in steps of 10% each time the lump sum Contract Price, excluding reimbursable and chargeable costs, is increased or decreased by an amount equal to ten percent (10%) of the original Contract Price.

9.8 The Contractor/Supplier Service Provider shall pay the entitlements of its subcontractors or suppliers to whom it has contracted to perform part or all of its obligations under this contract, within thirty (30) days of receipt of payment from EAD.

9.9 In the event the Contractor/Supplier Service Provider does not pay to its subcontractors or suppliers their entitlements within thirty (30) days of receipt of payment from the Contractor/Supplier Service Provider at any time such subcontractors or suppliers request EAD for payment. The Contractor/Supplier Service Provider must then provide EAD with all such subcontractors entered into in relation to the fulfillment of its obligations pursuant to this Contract and also statements of accounts with the concerned subcontractors or suppliers. Failure to do so within five (5) business days from EAD’s request, EAD may terminate the Contract at the Contractor/Supplier Service Provider's responsibility without the need for any judicial proceedings, and the Contractor Supplier Service Provider may not claim any compensation from EAD whatsoever.

Article 10 Limitation of Liability

Subject to the other terms and conditions of this Contract, should the Second Party cause damages to the First Party, the Second Party shall be liable to compensate the First Party for such damages and shall remain responsible for each major defect that may appear in the Services, subject of this Contract.

Article 11 Warranties

The Second Party warrants to the First Party that the Services will be performed in a professional workmanshiplike manner with qualified and trained personnel and in accordance with international professional standards and as otherwise set forth in this Contract. The Second Party further warrants that it has the necessary intellectual property rights to provide all Services and such Services will not

Classification: Sensitive
infringe the Intellectual Property Rights of any third party. The Second Party warrants that the Services will comply with all requirements of this Contract.

**Article 12** Responsibility, Indemnity and Insurance

12.1 The Second Party shall indemnify and hold the First Party harmless against all claims, demands, injunctions, judgments, suits, liabilities, costs or expenses (including lost profit or any other direct, indirect or consequential damages), loss of or damage to any property or injury to or death of any person resulting from, or attributable to, performance of the Services or the deliverables and causes by any negligent act or omission or willful misconduct of the Second Party, its employees, agents or subcontractors.

12.2 The Second Party shall, at its cost and responsibility, provide and maintain all insurance required during the validity of this Contract by an accredited UAE insurer in accordance with UAE Law. Where requested by the First Party, certificates of insurance shall be provided as evidence that the said policies of insurance are being maintained throughout the term of the Contract.

12.3 The Second Party shall pay all its personnel for services provided, equipment, tools, materials and other things required to be provided, secured and procured under this Contract, and indemnify and hold the First Party harmless against any and all claims of whatsoever nature resulting from the Second Party’s failure to pay.

**Article 13** First Party’s Persons / Properties

The Second Party shall be responsible for and indemnify and hold First Party harmless against any and all claims, demands, injunctions, judgments, suits, liabilities, costs and expenses of whatsoever nature arising or resulting on account of or in connection with injury, fault or otherwise, or disablement suffered by any person employed by First Party or for whom First Party may otherwise be responsible, and damage to, destruction or loss of any properties of First Party, when caused by misconduct, negligence or omission on the part of the Second Party.

**Article 14** Third Party Claim

The Second Party shall be responsible and indemnify and hold the First Party harmless against any and all claims, demands, injunctions, judgments, suits, liabilities, costs and expenses of whatsoever nature arising or resulting on account of or in connection with injury, fault or otherwise, or disablement suffered by any third party person, and damage to, destruction or loss of any third party property, when caused by misconduct, negligence or omission on the part of the Second Party.

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*Classification: Sensitive*
Article 15 Compliance with Laws and Regulations

The Second Party shall indemnify and hold the First Party harmless against any and all liabilities, claims, demands, suits, injunctions, judgments, fines, penalties, costs and expenses of whatsoever nature arising or resulting on account of or in connection with failure on the part of the Second Party to abide by the laws, rules, regulations, ordinances that are applied in Abu Dhabi Government.

Article 16 Discrepancies

The terms and conditions of this Contract shall prevail in the event of any discrepancy between the terms and conditions of this Contract and the Second Party's Proposal.

Article 17 Patents

The Second Party shall indemnify and hold the First Party harmless against all claims, demands, injunctions, judgments, suits, liabilities, costs, and expenses of whatsoever nature arising or resulting on account of or in connection with infringement or alleged infringement of any patents, registered designs, copyrights, trademarks, or other protected or proprietary rights related to any portion of the study, reports, deliverables or services related to this Contract.

Article 18 Suspension and Termination

18.1 The First Party may at any time terminate this Contract for public interest.

18.2 Taking into consideration the other terms and conditions of this Contract, the First Party may terminate this Contract also in either of the following cases:

a) If the Second Party clearly fails in fulfilling its contractual obligations.

b) In the event of deception, manipulation by the Second Party.

c) In the event of bankruptcy or default of the Second Party.

18.3 The First Party may suspend performance for public interest of all or any part of the Services by giving not less than Thirty (30) working days' notice to the Second Party. The suspension may be continued by the First Party for a period not to exceed 30 days during which time the First Party may by written notice, require the Second Party to resume performance of the Services. If at the end of said 30 days period, the First Party has not required a resumption of the Services, that portion of the Services may be terminated by either Party by giving written notice to the other. The Second Party will be compensated in accordance with the termination provisions of this clause 16 for all Services performed prior to the date of the Suspension.

18.4 The Second Party may claim the termination of this Contract for any material breach by the First Party that persisted despite the warning of the Second Party.

18.5 If this Contract is terminated for any reason, the Second Party shall cooperate fully and in good faith with the First Party and any third party appointed or to be appointed in the Second Party's place to ensure the handover of the completed Services as quickly as possible.
18.6 Termination of this Contract shall be without prejudice to the accrued rights of the First Party or the Second Party prior to the date of termination except that in the event of termination of this Contract, the First Party shall not be liable to the Second Party 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 the Second Party.

18.7 In the event of termination of this Contract, the Second Party shall, upon written request of the First Party, deliver to the First Party within 15 days all documents prepared by the Second Party and in connection with the performance of Services or such of those documents as the First Party may require.

Article 19 Force Majeure

In the event of a force majeure the obligations of the two Parties shall be suspended for a period of 2 months and neither Party shall be considered in default of its obligations hereunder if the performance of these obligations is delayed or if either Party fails to execute this Contract due to a force majeure event. In case of continuation of event of force majeure, the contract will be terminated.

Article 20 Contract Assignment

The Second Party shall not assign nor transfer this Contract, either in whole or in part, without prior written consent of the First Party.

Article 21 Conflict of Interest

21.1 The Second Party shall conduct the Services, subject of this Contract, in a lawful manner, consistent with the highest ethical standards of the services community.

21.2 If the First Party deems, at its absolute discretion, that any arrangements by the Second Party to be prejudicial to the conduct of the Services, the First Party shall instruct the Second Party in writing to take steps to terminate such arrangements or not to proceed with implementation of the same and the Second Party shall promptly comply with the said instructions. However, the Second Party will not be prevented or restricted by anything in the Contract from providing similar services for other clients.

Article 22 Intellectual Property

All intellectual property rights arising out of the Project or this Contract shall vest with the First Party. Consequently, the Second Party undertakes and agrees to comply strictly with the instructions of the First Party in relation to the use of the First Party's intellectual property related to this Contract and the Project when such use could reasonably be regarded as likely to bring any of its intellectual property into dispute or adversely affect the goodwill attached thereto.
Article 23  Confidentiality

23.1 The Second Party shall hold in confidence and not divulge to third Parties or use in any way other than for the purpose of this Contract except with the prior written approval of the First Party, any information disclosed, directly or indirectly, to the Second Party by First Party, unless such information is available in or hereinafter properly enters the public domain.

23.2 The Second Party shall keep in strictest confidence the Deliverables and all Data which it may receive from the First Party or to which it may otherwise have access, and shall not at any time disclose or make available any of these Deliverables or Data to any third party, and shall not at any time use or attempt to use any of these Deliverables or Data in any manner other than for the performance of its obligations under this Contract. This obligation shall continue to be enforced after the expiration or termination of this Contract.

Without prejudice to any other obligations of confidence owed by the Second Party to the First Party (whether by virtue of an implied contractual duty, equitable duty of confidence or otherwise) the Second Party undertakes that he shall not during the continuance of this Contract (otherwise than in the performance of its obligations under this Contract) nor at any time after the Termination Date without the prior written consent of the First Party make use or publish or divulge either directly or indirectly to any Person any trade secrets or confidential information capable of such protection relating to the First Party or the affairs, finances, transactions or businesses of the First Party which for the avoidance of doubt shall include without limitation:

(a) lists of and details of the First Party or any Business Partner;
(b) details of relationships or arrangements or the needs or requirements of the First Party;
(c) information supplied by clients or any third party to the First Party or any Group Company in the ordinary course of its business;
(d) information of a personal or otherwise of a confidential nature relating to Business Partners, fellow employees and/or directors of the First Party;
(e) the First Party's or any Business partner's know-how;
(f) confidential computer software;
(g) information or details in the First Party's possession relating to the affairs, finances or business of its Business Partners: whether or not, in the case of documents, they are or were marked as confidential. This list is not exhaustive.

23.3 The undertaking in Article 23 shall not apply to any of the information that the Second Party is required by law or by the requirements of any regulators to disclose. The Second Party shall be entitled to comply with any requirement of United Arab Emirates law, or those of any other authority in the United Arab Emirates with whose requirements the Second Party is bound to comply to disclose Confidential Information. This clause shall not prohibit disclosure of Confidential Information where the Second Party
Article 24 Language
This Contract is prepared in the Arabic and English Languages. In the event of
discrepancy between the two texts, the Arabic text shall exclusively prevail for
everything related to the implementation and interpretation of the Contract
provisions and documents.

Article 25 Applicable Law
This Contract shall be governed, construed and determined in accordance with the
laws and regulations of the United Arab Emirates as applied in the Emirate of Abu
Dhabi.

Article 26 Dispute Resolution
Any dispute, claim or difference arising out of or related to this Contract or breach
thereof shall first be referred to by notice from the Party alleging the dispute or
difference to the other Party for an amicable settlement and shall in the event no
amicable settlement is reached within fourteen (14) calendar days of its referral
to the other Party, be finally settled by the competent courts in the city of Abu
Dhabi.

Article 27 Right to Audit
During the term of this Agreement and not more than once a year (unless
circumstances necessitate additional audits as described below) EAD may audit the
[Second Party’s] policies, procedures and records that relate to the performance
of the Second Party’s obligations under this Agreement to ensure compliance
with this Agreement upon at least three (3) business days notice.

Notwithstanding the foregoing, the parties agree that EAD may conduct an audit at
any time, in the event of (i) audits required by EAD’s regulations or by law or
other regulatory authorities of the Emirate of Abu Dhabi, or (ii) investigations of
claims of breach of law, suspicion of non-compliance with applicable law, fraud,
or business irregularities of a potentially criminal nature, or (iii) EAD reasonably
believes that an audit is necessary to address a material problem or issue that poses
a threat to EAD’s business or the performance of this Agreement.

Article 28 Business Continuity Management Plan
If required by the First Party, the Second Party shall submit a written Business
Continuity Plan (BCP) / Contingency Plan to minimize the interruption or impact
to the delivery of Product and/or Services to the First Party due to a Force
Major Event or other disruptive event, whether within or outside the control of
the Second Party, including theft, vandalism, product contamination or recall, or
other business interruption. Throughout the term of the Contract, such
contingency plans shall be available to the First Party be updated and revised, as
necessary.

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Article 29. Single Use Plastic Policy
The Second Party shall follow all the United Arab Emirates and Abu Dhabi Government regulations and laws in contracting and execution of the Services and/or Goods, including the Abu Dhabi Single Use Plastic Policy, its amendments, related regulations and guidance documents.

Article 30. Notices and Addresses
All notices required or permitted hereunder in writing shall be deemed to have been properly given and delivered by either Party hereto when sent by registered mail with acknowledgment of receipt to the other Party at the address of the relevant party hereinafter specified or at such addresses which may be notified from time to time by either Party to the other in writing.

whatever on behalf of the First Party nor bind the First Party before third parties by any action.
On behalf of Environment Agency – Abu Dhabi:
Ibrahim Ahmed Al Hosany
Director-Procurement & Contracts Division
P.O. Box 45553, Abu Dhabi, UAE
Tel +971(2) 693 44 44
Fax +971(2) 446 33 39
Email pod@cad.ac

On behalf of ASDAA Public Relations-Sole Proprietorship LLC
Sunil John
President- MENA
PO Box 44281,
Abu Dhabi, UAE
Tel +971 2 6334 133
Mobile +971 50 6254 819
Email sunil.john@bcw-global.com

Any notice given by courier shall be sent by certified courier (return receipt requested) and shall be deemed to have been delivered at the date shown on the receipt. Any notice sent by email or fax shall be deemed to have been duly served on the date following or on the same day of transmission respectively.

End of Contract Articles
IN WITNESS WHEREOF, the Parties hereto have entered into this Contract as of the day and year above written.

Signed on behalf of Environment Agency - Abu Dhabi
(The First Party)

Signed on behalf of ASDAA Public Relation-Sole Proprietorship LLC
(The Second Party)

Sunil John
President - MENA

Environment Agency - Abu Dhabi
Provision of Communication Services
Procurement & Contracts Division

H.E. Dr Shaikha Salem Al Dhaheri
Secretary General

ASDAA PUBLIC RELATION
SOLE PROPRIETORSHIP LLC
P.O. BOX 44281, ABU DHABI, U.A.E

Classification: Sensitive
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Strategy and Public Relations

- Design an effective and comprehensive Public Relations Strategy
  - Prepare an effective annual Public Relations Strategy for the policies, activities and schemes.
  - PR strategy, approach, calendar.
- The Second Party will proactively identify appropriate media opportunities to highlight meaningful stories, initiatives, and announcements. This could be through press releases, press briefing, media interactions, press conferences, round tables, etc. as appropriate.
- The Second Party will create briefing materials and talking points for the media interactions by any employee and/or senior leadership team for EAD to be identified and articulated by the Second Party in consultation with EAD.

Thought leadership & Spokespeople.

The Second Party will develop a program of thought leadership initiatives for EAD to support their communication strategy to increase awareness.
Annexure B (Cost Breakdown and Payment Schedule)

COST BREAKDOWN AND PAYMENT DETAILS

The total value of the Contract be capped at AED 597,889/- (UAE Dirhams Five Hundred Ninety-Seven Thousand Eight Hundred and Eighty-Nine Only), excluding VAT as per the details provided in the below table.

**TABLE 1: CONTRACT CAPPED AMOUNT**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
<th>Payment Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly account management fee, Strategic Advice and Counsel on a retainer basis for a period of 8 months [US Market] to cover the following scope of work: - Strategy &amp; Public Relations - Thought Leadership</td>
<td>AED 410,607-</td>
<td>• The Second Party shall submit monthly invoices at the end of each month amounting to AED 51,325.87/- excluding VAT.</td>
</tr>
<tr>
<td><strong>Variable Component(s): Prior written approval required from EAD to execute the activities related to this component</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refer to the ‘Table 2: Fixed Fee Per Deliverable’ for the following services: - Press Release localization and distribution. - By-line localization and distribution - Speaking Opportunity Outreach - Media Interview Outreach - Translation Services In case of any additional requirement, the Second Party shall apply hourly rate as provided in the “Table 3: Hourly Ratecard”</td>
<td>AED 187,282/-</td>
<td>• The amount capped for the variable component is AED 187,282/- • The Second Party shall obtain prior written approval before executing any activities related to this component • The Second Party shall submit their invoices upon completion of activities/submission of deliverables and unit rates will apply as per the rates provided in the Table 2 and Table 3.</td>
</tr>
</tbody>
</table>

**TABLE 2: FIXED FEE PER DELIVERABLE [IN AED]**

<table>
<thead>
<tr>
<th>Service</th>
<th>USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Press release localization and distribution (per press release)</td>
<td>20,197</td>
</tr>
<tr>
<td>By-line localization and distribution (per byline)</td>
<td>23,869</td>
</tr>
<tr>
<td>Speaking Opportunity Outreach (per opportunity)</td>
<td>20,197</td>
</tr>
<tr>
<td>Media Interview Outreach (per opportunity)</td>
<td>29,378</td>
</tr>
<tr>
<td>Translation per hour</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CAPPED AMOUNT EXCLUDING VAT** AED 597,889-  
**TOTAL CAPPED AMOUNT INCLUDING VAT at 5%** AED 627,746-