

U.S. Department of Justice
 Washington, DC 20530

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

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

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

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

1. Name of Registrant MMGY Global, LLC	2. Registration Number 6492
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3. Primary Address of Registrant
 7309 W. 80th Street, #400, Overland Park, KS 66204

4. Name of Foreign Principal Department of Culture and Tourism - Abu Dhabi	5. Address of Foreign Principal Nation Towers, Corniche Street, P O Box 94000 Abu Dhabi UNITED ARAB EMIRATES
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6. Country/Region Represented
 UNITED ARAB EMIRATES

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

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant
 Department of Culture and Tourism
- b) Name and title of official(s) with whom registrant engages
 Adnan Mohammed AlAwadhi - Support Services Executive Director

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

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.

Date	Printed Name	Signature
04/24/2025	Misti Borchers	<input type="text" value="Sign"/> /s/Misti Borchers
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____

EXECUTION

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

Date	Printed Name	Signature
04/24/2025	Misti Borchers	
_____	_____	_____
_____	_____	_____
_____	_____	_____

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

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

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

1. Name of Registrant MMGY Global, LLC	2. Registration Number 6492
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3. Name of Foreign Principal Department of Culture and Tourism - 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, and the fees and expenses, if any, to be received.
- 7. What is the date of the contract or agreement with the foreign principal? 01/01/2025
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

 Provide trade representation services including landscape mapping, partnership & business planning and training & development to promote Abu Dhabi in North America.

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

Refer to above.

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

Yes No

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

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

Yes No

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

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

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

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

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

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


EXECUTION

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

Date	Printed Name	Signature
04/24/2025	Misti Borchers	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Misti Borchers
_____	_____	<input data-bbox="889 541 959 583" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 672" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 718 959 760" type="text" value="Sign"/> _____

EXECUTION

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

Date	Printed Name	Signature
04/24/2025	Misti Borchers	
_____	_____	_____
_____	_____	_____
_____	_____	_____

Department of Culture and Tourism – Abu Dhabi

and

MMGY GLOBAL, LLC

Agreement for Services

Contract no. DCT-P-PO-SC-24-000917

This **Agreement** is dated 18 January 2024 with effect from **01 January 2025**;

Between:

- (1) **Department of Culture and Tourism – Abu Dhabi**, established by Law No 8 of 2018, whose address is Nation Towers, Corniche Street, P.O. Box 94000, Abu Dhabi, United Arab Emirates (**DCT**); and
- (2) **MMGY GLOBAL, LLC**, a company incorporated in accordance with the laws of North America (operating under licence number 45-4094535) whose address is 7309 W 80th Street, Suite 400 Overland Park, KS 66204, Kansas, USA (the **Service Provider**).

Background

- (A) DCT wishes to appoint the Service Provider to provide certain services in relation to DCT's Representation Services in North America, including but not limited to the services outlined in Schedule 2 of this Agreement.
- (B) The Service Provider wishes to accept such appointment on the terms and conditions of this Agreement.

It is agreed as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following definitions apply:

Additional Services means any services requested by DCT from time to time, in addition to those set out in Schedule 2;

Affiliates means partnerships, corporations and other legal entities that directly or indirectly Control, are Controlled by or are under common Control;

Agreement means this agreement including all Schedules and documents stated to be incorporated by reference;

Applicable Law means all applicable statutes, statutory instruments, orders, rules, regulations, instruments, requirements, guidance, provisions and codes of practice (whether or not having the force of law);

Approval Process means the process notified to the Service Provider by DCT in writing, as may be amended from time to time, and which must be followed by the Service Provider for the pre-approval of costs for any Additional Services;

Authorised Representative means the DCT Representative and/or the Service Provider Representative as the context requires;

Best Industry Practices means the exercise of that degree of skill, diligence, prudence, foresight and practice which would reasonably and ordinarily be expected from a highly skilled and experienced person engaged in the same type of business to perform similar services to the Services;

Business Day means a day other than a Friday (after 13:30 UAE time), Saturday and Sunday or public holiday in the United Arab Emirates;

Change means any change:

- (a) to the Services and/or the means or manner and the way in which the Services are provided;
- (b) to the nature, level and/or extent of the Services; and/or
- (c) in the Locations, or number of Locations, where the Services are to be provided;

Change Control Process means the change control process set out in Clause 20;

Confidential Information means any information of a Party (and in the case of DCT, information of its Affiliates) that:

- (d) is by its nature confidential;
- (e) is designated by the disclosing Party as confidential; or
- (f) the recipient Party knows or ought reasonably to know is confidential,

and includes without limitation information relating to:

- (a) (or comprised of) any Intellectual Property Rights of the disclosing Party;
- (b) the financial position and assets or liabilities of the disclosing Party and any other matter that does or may affect the financial position or reputation of the disclosing Party;
- (c) the security procedures to be implemented by the Service Provider in connection with the Services; and
- (d) the internal management and structure of the disclosing Party and its personnel (including without limitation remuneration and performance), policies and strategies of the disclosing Party;

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management, business or policies of another, whether through the ownership of shares, by contract or otherwise, or the power to elect or appoint at least 50% (fifty percent) of the directors, managers, partners or other individuals exercising similar authority and **Controlled** will be construed accordingly;

DCT's Representative means the representative of DCT identified in Schedule 1 and any replacement of or successor to that person;

Effective Date means 01 January 2025;

Insolvency Event means a Party:

- (a) becoming insolvent or unable to pay its debts;
- (b) ceasing to carry on business, stopping payment of its debts or any class of them or entering into any compromise or arrangement concerning any of its debts or any class of them or any step is taken to do any of those things; or
- (c) being dissolved or entering into liquidation, administration, administrative receivership, receivership, a voluntary arrangement, a scheme of arrangement with creditors, any analogous or similar procedure in any jurisdiction or any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction, presentation of a petition or other step is taken by any person with a view to any of those things except where it is:
 - (i) instituted by the Party for the purpose of a fully solvent reorganisation; or
 - (ii) a court process instituted by a creditor and is an abuse of process of the court;

Insurance means the insurance that the Service Provider must take out and maintain during the term of this Agreement, normally taken out by a service provider in accordance with Best Industry Practices when providing services similar to the Services, and on terms, with insurers and with coverage in accordance with Best Industry Practices including those set out in Schedule 2;

Intellectual Property Rights means any (a) material, including (without limitation), all books, training or policy manuals, records, reports, notes, contracts, lists, blueprints, and other documents, or copies, copyright, patents, database right and rights in trademarks, designs, knowhow, developed practice standards and confidential information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property and equivalent or similar forms of protection existing anywhere in the world, each arising from or in connection with the Service Provider's performance of the Services and obligations under this Agreement;

Location means North America;

Loss means any loss, damage, payment, cost (including reasonable legal costs and expenses), expense, award, charge, fine and/or other liability (as the case may be);

Rights and Approvals means all rights and approvals necessary or required or appropriate in accordance with Best Industry Practices to enable the Service Provider to observe and perform its obligations under this Agreement, including without limitation approvals, permits, authorisations, trade and other licenses, consents, non-objections, waivers, releases, visas, work permits, customs duties and any renewals, and any other rights, of similar nature;

Service Charges means the charges as set out in Clause 13 and Schedule 3 for the Services;

Service Provider Personnel means those persons selected by the Service Provider and engaged in the provision of the Services including the personnel of the Service Provider, the Sub-Contractors and the Sub-Contractors' personnel and the personnel of the Service Provider's Affiliates;

Service Provider Representative means the representative of the Service Provider identified in Schedule 1 and any replacement of or successor of that person;

Services means the services described in this Agreement, including those detailed in Schedule 2;

Sub-Contractor means any person to whom the Service Provider sub-contracts subject to and in accordance with this Agreement any part of the Services;

Third-Party Provider means a third-party service provider engaged by DCT or any of its Affiliates to act on behalf of DCT in connection with the observance and performance by DCT of its obligations under this Agreement;

Total Fee means the capped amount of Service Charges set out in Clause 13.1; and

UAE means the United Arab Emirates.

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) monetary references are references to the currency applicable to the Service Charges as set out in Schedule 3;
- (b) the Clause headings are only for convenience and have no effect in limiting or extending the language of the provisions to which they refer;
- (c) a cross-reference to a Clause number is a reference to all its sub-Clauses;
- (d) use of the singular includes the plural (and vice versa) and use of any gender includes the other gender;
- (e) a reference to a Party means a party to this Agreement and includes its successors and permitted assigns;

- (f) a reference to persons includes individuals, corporations, and unincorporated bodies or associations that are recognised at law (whether or not having a separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence);
- (g) a reference to a Clause is to the relevant clause of this Agreement; a reference to a Schedule is to the relevant schedule to this Agreement; and a reference to a paragraph is to the relevant paragraph in the Schedule to which it appears;
- (h) any words following the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms; and
- (i) periods of time will be construed by reference to the Gregorian calendar.
- (j) In the case of conflict or ambiguity, the order of precedence for this Agreement and the documents attached to or referred to in this Agreement will be as follows:
 - (i) the body of this Agreement;
 - (ii) the Schedules of this Agreement; and
 - (iii) the documents referred to in this Agreement.

2 **Scope**

- 2.1 The Service Provider will, from the Effective Date provide the Services to DCT subject to and in accordance with the terms of this Agreement.
- 2.2 The Service Provider will provide the Services as prime contractor and will ensure that all Sub-Contractors are engaged by the Service Provider only in accordance with Clause 9.
- 2.3 DCT will be entitled to request Additional Services from the Service Provider at any time during the term of this Agreement. The Service Provider will perform such Additional Services in accordance with DCT's instructions. The charges in respect of the Additional Services will be agreed between the Parties in accordance with the Approval Process.

3 **Term of Agreement and Renewal**

- 3.1 Subject to Clause 15, this Agreement will commence on the Effective Date and, will continue in full force and effect for a period of twelve (12) months from and including the Effective Date.
- 3.2 Any renewal of subsequent terms will be subject to negotiations in good faith between the Parties and in accordance with the procurement policies of DCT.

4 **Service Provider's Obligations**

- 4.1 The Service Provider will:
 - (a) comply at all times with any Applicable Law in connection with its performance of this Agreement;
 - (b) procure and maintain the Rights and Approvals for the term of this Agreement;
 - (c) carry out the Services in accordance with the terms of this Agreement and the instructions given from time to time by DCT's Representatives;
 - (d) follow the Approval Process in connection with the procurement of any Additional Services;
 - (e) co-operate with DCT and its Affiliates, any Third-Party Provider or other contractor that may be engaged by DCT, or any other party associated directly with this Agreement for the purpose of performing the Services;
 - (f) ensure that the Services are performed to the satisfaction of DCT and that the quality and consistency of the Services meet Best Industry Practice;

- (g) put in place reasonable procedures to ensure that it achieves best value for DCT in delivering the Services, including by gathering multiple quotations from suppliers to obtain the best available rates, options and services;
 - (h) in the context of any Services, procure that the goods or services, as applicable, to be delivered to DCT are of appropriate quality;
 - (i) ensure that the Services are provided in such a manner as to allow them to be taken over by DCT or a new service provider with minimal disruption when this Agreement is terminated or expires;
 - (j) maintain up-to-date documentation of the processes and tasks involved in providing the Services in a reasonably sufficient manner to enable DCT or a third party to take the Services over when this Agreement is terminated or expires, and provide the documentation to DCT on request;
 - (k) when providing the Services at the Locations, comply with all reasonable security, operational and safety policies of the applicable Third-Party Provider as may be notified to the Service Provider from time to time;
 - (l) act in an ethical manner and will not be dishonest, misleading or unfair;
 - (m) carry out the Services in accordance with Best Industry Practice; and
 - (n) it will use its best endeavours to ensure an uninterrupted supply and provision of the Services.
- 4.2 The Service Provider agrees that it has been appointed by DCT on the basis of its expertise in performing services similar to the Services. The Service Provider agrees that it will exercise this expertise in all of its decisions relating to the performance of the Services, and will be liable for the direct Losses to DCT arising as a consequence of those decisions.
- 4.3 The Service Provider will not translate or register this Agreement or any correspondence or documents in connection with this Agreement with any authorities pursuant to the Commercial Agency Laws without the express prior written consent of DCT.
- 5 **[INTENTIONALLY DELETED]**
- 6 **DCT's Obligations**
- 6.1 DCT will:
- (a) comply at all times with any Applicable Law in connection with its performance of this Agreement;
 - (b) notify its Third-Party Providers of the Service Provider's appointment to provide the Services to the extent DCT deems necessary; and
 - (c) make available any information and make any decisions the Service Provider reasonably requires in connection with this Agreement.
- 6.2 In observing and performing its obligations under this Agreement, the Service Provider will be entitled to rely on:
- (a) any routine instructions, authorisations, approvals and information provided to the Service Provider by the DCT Representative; or
 - (b) any instructions, authorisations, approvals or other information provided to the Service Provider by any other DCT personnel identified from time to time by DCT's Representative as having the authority to provide the instructions, authorisations, approvals and information on behalf of DCT.
- 7 **Representations and Warranties**
- 7.1 The Service Provider represents and warrants that in entering into this Agreement, the Service Provider has and will have at all times during the term of this Agreement:

- (a) all necessary licenses, consents and permits to provide the Services in the manner contemplated in this Agreement, including without limitation, in relation the Service Provider Personnel to enable them to provide the Services;
- (b) not relied on any information provided or statements or representations made by DCT or persons for or on behalf of DCT and relies on its own enquiries; and
- (c) satisfied itself:
- (i) as to the availability of labour and resources to perform the Services for the term of this Agreement;
 - (ii) of its ability to perform services of the nature and difficulty of the Services to be performed under this Agreement; and
 - (iii) of its ability to complete the Services to a high professional standard.
- 7.2 The Service Provider represents and warrants and undertakes that it will carry out the Services:
- (a) in accordance with Best Industry Practices; and
 - (b) so as to mitigate the risk of damage to DCT to the fullest extent possible.
- 7.3 The Service Provider represents and warrants to DCT that the Service Provider is at all times (both before and after the termination for whatever reason or expiry of this Agreement) responsible for itself and on behalf of any incoming service provider, and indemnifies DCT on a continuing basis from and against the acts and omissions of all of the Service Provider Personnel who provide at any time any of the Services, including without limitation any cost, claim, action, damages or demands that DCT may suffer or incur (i) arising out of the provision by any Service Provider Personnel any of the Services and (ii) arising out of or in connection with the termination of employment of any Service Provider Personnel, any change to the terms and conditions of any of the Service Provider Personnel, and (iii) any claim by any of the Service Provider Personnel arising out of or in connection with the termination for whatever reason or expiry of this Agreement.
- 7.4 The representations and warranties contained in this Clause 7 are in addition to any representation, warranty or guarantee given by the Service Provider in respect of the Services or any representation, warranty, guarantee or term implied by any Applicable Law.
- 8 Personnel**
- 8.1 The Service Provider Personnel remain at all times the sole responsibility of the Service Provider who is responsible at all times for monitoring and supervising them and their performance. The Service Provider represents and warrants that none of the terms and conditions of employment of any of the Service Provider Personnel conflict with this Clause 8.1 and will not during term of this Agreement conflict with this Clause 8.1.
- 8.2 The Service Provider will ensure that the Service Provider Personnel involved in performing the Services:
- (a) are suitably qualified;
 - (b) have the requisite skills, expertise and experience; and
 - (c) carry out their respective duties with reasonable care and diligence.
- 8.3 The Service Provider will procure that all Service Provider Personnel who will be required, while performing the Services under this Agreement, to:
- (a) enter the areas designated by DCT or DCT's Third-Party Providers as subject to "safe-working" requirements; or

- (b) hold a particular kind of security clearance (which DCT or its Third-Party Providers may from time to time require be obtained and maintained pursuant to its security policies),

will observe all of DCT's and its Third-Party Providers' policies and reasonable security and safety requirements.

8.4 Subject to Clause 8.5, DCT may, on reasonable notice require the Service Provider to remove any of the Service Provider Personnel from performing the Services and the Service Provider must promptly arrange for the removal of such individual and, if requested, arrange for their replacement at the Service Provider's cost, with a member of Service Provider Personnel acceptable to DCT.

8.5 If any member of the Service Provider Personnel commits any material breach of the terms, conditions or provisions of this Agreement, or of the policies applicable at a Location, DCT may require that the Service Provider Personnel are immediately removed from the Location and from providing the Services, at DCT's sole discretion. The Service Provider will, as soon as reasonably practicable, arrange for a replacement Service Provider Personnel acceptable to DCT to be made available at the Service Provider's cost.

9 Sub-Contracting

9.1 DCT acknowledges that the Service Provider may, subject to this Clause 9, sub-contract certain of the Services under this Agreement to Sub-Contractors.

9.2 Where the Service Provider requires to engage a Sub-Contractor, the Service Provider must:

- (a) obtain DCT's prior written approval;
- (b) only engage a reputable Sub-Contractor whose personnel have the requisite skill, experience and qualifications to perform the tasks for which they are responsible and will carry out all due diligence on the Sub-Contractor sufficient to satisfy itself of the fitness for purpose of the Sub-Contractor; and
- (c) procure that the contractual obligations of the Sub-Contractor under its contract with the Service Provider are no less onerous than those obligations imposed on the Service Provider in connection with performance of the Services, or the relevant part of them, under this Agreement; and
- (d) no later than 30 (thirty) days after its receipt of funds from DCT in full or partial discharge of payment under a fully or partially accepted invoice issued under this Agreement, pay all undisputed Sub-Contractor fees due for services performed in connection with that invoice.

9.3 The sub-contracting of any of the Service Provider's obligations under this Agreement does not relieve the Service Provider from liability for its due observance and performance of its obligations under this Agreement. The acts or omissions of any Sub-Contractor will be deemed to be the acts or omissions of the Service Provider.

10 Reporting

10.1 The Service Provider will provide DCT with written reports, and at times as may be reasonably requested by DCT, including those specifically referred to in Schedule 2. Failure by the Service Provider to provide these reports in a timely manner constitutes a material breach by the Service Provider of its obligations under this Agreement.

11 Services Audit

- 11.1 DCT will have the right during Business Hours and on reasonable notice to inspect and take copies of all relevant records and information held by the Service Provider and its Sub-Contractors, and to authorise agents or representatives appointed by DCT to do so, for the purposes of verifying any claims for payment for the Services and the Service Provider's observance and performance of its obligations under this Agreement. DCT will use its reasonable endeavours to ensure that the conduct of the audit does not materially disrupt the ordinary course of business of the Service Provider.
- 11.2 The Service Provider will, and will procure that its Sub-Contractors will, on demand provide DCT with all reasonable co-operation and assistance in relation to each audit and provide all information requested by DCT and access to the Service Provider Personnel and the Service Provider's systems and premises, and the systems and premises of the Sub-Contractor.
- 11.3 Each Party will bear the costs it incurs in connection with any audit unless the audit shows that the Service Provider is in breach of any of its obligations under this Agreement (whether directly or indirectly due to a breach of its Sub-Contractor), in which case the Service Provider will bear the costs of the audit and will promptly reimburse DCT for the costs incurred by DCT in connection with the audit.
- 11.4 In addition to using its own employees, DCT may exercise its rights under this Clause 11 using external auditors or other agents. If any agent or representative of DCT is authorised to conduct an audit on behalf of DCT, the agent or representative will undertake in advance to the Service Provider to keep all information obtained strictly confidential and not to use or disclose any information except for the purpose of reporting the results of its audit to DCT and DCT's Affiliates.
- 11.5 Following an audit, the Parties will work together in good faith as necessary and agree on any appropriate changes to the Service Provider's operating practices and procedures. If the Parties are unable to agree, Clause 21 will apply.
- 11.6 The Service Provider will procure that the rights set out in Clauses 11.1 and 11.2 are reflected in its contract with the Sub-Contractor.
- 12 Insurance**
- 12.1 The Service Provider will obtain and maintain the Insurance. If the Insurance is sourced in a foreign jurisdiction, the Service Provider must submit evidence of local re-insurance in the U.A.E. within 45 days from the date of this Agreement. Failure to comply with this clause will be deemed a material breach of the Service Provider's obligations.
- 12.2 The Service Provider will produce, to the reasonable satisfaction of DCT, evidence of the Insurance obtained and maintained in accordance with this Clause 12.
- 12.3 If the Service Provider fails to arrange or keep in force any Insurance required under this Clause 12 DCT may, on giving the Service Provider ten (10) Business Days' prior written notice, arrange or keep in force that Insurance on substantially the same terms as those required under this Clause 12. DCT may pay the premium or premiums and may deduct the amount from any moneys due to the Service Provider under this Agreement.
- 12.4 The Service Provider will not do or omit to do any matter, act or thing as a result of which the policy of Insurance is rendered void or voidable or otherwise unenforceable as a result of its action or omission.
- 13 Pricing and Payment Terms**
- 13.1 As consideration for the Services, DCT will pay the Service Provider in accordance with this Clause 13 and Schedule 3, a fee of four hundred and sixty-seven thousand nine hundred and six US Dollars (US\$467,906) (**Total Fee**) exclusive of VAT. The amount of VAT due, if applicable, is twenty-three thousand three hundred and ninety-five US Dollars and thirty cents (US\$23,395.30) and the total amount due to the Service Provider including VAT, if applicable, is four hundred and ninety-one thousand three hundred and one US Dollars and thirty cents (US\$491,301.3).

- 13.2 The Service Provider will render invoices to DCT as follows:
- (a) the amount specified in the invoice must correspond to the charges estimates set out in Schedule 3; and
 - (b) the invoice must set out in a manner that reasonably enables DCT to ascertain the Services the invoice covers, where applicable number of hours spent or other relevant information and the respective fees payable in respect of those Services.
- 13.3 The Service Provider will invoice for Services in accordance with the pricing fee, currency and payment terms set out in Schedule 3.
- 13.4 Each contract year (12 months), DCT will retain an amount equivalent to 10% of the value of each of the Service Charge invoices, net of VAT, submitted by the Service Provider under this Agreement for the corresponding contract year. DCT is entitled to liquidate the 10% retention amount in case the Service Provider fails to fulfil any of its obligations hereunder in the applicable contract year. At the end of each contract year, the 10% retention amount will be released upon fulfilment of all obligations for the year by the Service Provider pursuant to this Agreement to DCT's satisfaction.
- 13.5 The Service Provider will provide a copy of any documentation required by DCT pursuant to the Approval Process and a copy of the relevant remittance with any invoice for Additional Services.
- 13.6 Subject to Clauses 13.4, 13.9 and 13.10 DCT will pay each invoice by transfer to the bank account of the Service Provider within thirty (30) days of receipt of the Service Provider's invoice.
- 13.7 All payments will be made in the currency stated in Clause 13.1.
- 13.8 If an amount is to be paid to the Service Provider in advance, DCT will make an advance payment conditional on an advance payment guarantee issued in favour of DCT for an amount equal to the full amount of the advance payment, to be issued from a bank licensed in the UAE and in a form acceptable to DCT.
- 13.9 If any invoice submitted by the Service Provider is disputed by DCT, DCT will notify the Service Provider of the reasons for the dispute and will pay that part of the invoice which is not disputed. Any disputed amount will be resolved in accordance with Clause 21.
- 13.10 DCT will pay the Service Provider an amount equal to any applicable VAT due on those sums subject to the receipt by it from the Service Provider of a Tax Invoice. For the purpose of this Agreement VAT and Tax Invoice have the meanings respectively given to them in Federal Decree- Law No. (8) of 2017 on Value Added Tax.
- 14 Intellectual Property Rights**
- 14.1 All Intellectual Property Rights in the documents, reports, creative, designs, strategy, technical aspects (including digital files) and material, prepared by the Service Provider in the performance and/or delivery of the Services will vest on creation in DCT.
- 14.2 The Service Provider agrees to do everything necessary or requested by DCT either during the Term or after the termination of this Agreement, to enable DCT to own and benefit from the Intellectual Property Rights, including formally assigning those rights on a continuing basis to DCT. To the extent any Intellectual Property Rights cannot be assigned by the Parties' conduct, the Service Provider undertakes that it will, and will ensure that each of its employees, representatives, agents and Sub-Contractors will, do all things (including executing any document DCT requires) to give effect to and perfect complete transfer of ownership and assignment to DCT of the Intellectual Property Rights.
- 14.3 DCT will be entitled, directly or indirectly, to make use of any Intellectual Property Rights at its sole discretion without any reservation or claim from the Service Provider.

- 14.4 The Service Provider acquires no interest in any document or material provided by DCT. Such documents or materials must be destroyed on termination of this Agreement.
- 14.5 The Service Provider will not use or exploit any intellectual property or Intellectual Property Right or document, material, or information pertaining to this Agreement for any other purpose without prior written approval of DCT (whose silence or failure to provide written approval will not be deemed an approval).
- 14.6 The Total Fee will include all amounts payable (including, without limitation, royalties) for patent rights, copyrights, registered designs, licenses and any other Intellectual Property Rights on or in respect of any materials or deliverables as may be applicable and falling within the scope of the Services provided under this Agreement.
- 14.7 The Service Provider will indemnify and keep indemnified DCT against any costs, claims, expenses or damages suffered or incurred by DCT arising out of or in connection with any claim brought against DCT for infringement of any third-party Intellectual Property Rights (including but not limited to copyright and design right) pertaining to the Services.
- 14.8 If any claim is made under Clause 14.7 or, in DCT's reasonable opinion, is likely to be made against DCT, Service Provider will promptly and at its own expense either:
- (a) procure such rights as are necessary to enable DCT to continue using or receiving the Services; or
 - (b) modify or replace the infringing part of the Services so as to avoid the infringement or alleged infringement.
- 15 **Termination, Suspension and Postponement**
- 15.1 DCT may suspend or postpone the implementation of the Services under this Agreement on giving not less than one (1) week's written notice to the Service Provider (**Suspension or Postponement Notice**). If the suspension or postponement exceeds one (1) month from the date of the Suspension or Postponement Notice, the Parties will implement the Change Control Process.
- 15.2 This Agreement may be terminated by either Party with immediate effect on giving written notice if the other Party:
- (a) commits a material breach of any provision of this Agreement, or in relation to a particular Service, which is incapable of remedy; or
 - (b) commits a material breach of any provision of this Agreement, or in relation to a particular Service, which is capable of remedy but which the Party fails to remedy within thirty (30) days after receipt of a notice specifying the breach and requiring it to be remedied; or
 - (c) suffers an Insolvency Event.
- 15.3 DCT may terminate this Agreement at any time, without cause, on giving the Service Provider not less than one (1) month's prior written notice at any time.
- 15.4 The Parties acknowledge and agree that a court order will not be required in the UAE to give effect to any termination of this Agreement in accordance with its terms, conditions and provisions.
- 16 **Consequences of Termination**
- 16.1 On the termination of this Agreement for any reason:
- (a) the Service Provider will, and will procure that its Sub-Contractors will, provide all reasonable assistance and co-operation to DCT to help achieve a quick and efficient transfer of the Services (either to DCT or to a new service provider selected by DCT, as applicable), and:
 - (i) provide all information which DCT reasonably requires;

- (ii) provide DCT and any incoming service provider with all information requested by DCT and the incoming service provider relating to the provision of the Services and the Service Provider Personnel; and
 - (iii) procure that any Sub-Contractor promptly enters into a direct agreement with DCT in relation to the performance of all or part of the Services.
- (b) the Service Provider will immediately repay to DCT any portion of the Total Fee which has been paid in advance and which relate to the period after the date of termination. For the purposes of calculating any sum to be repaid under this Clause 16, the Service Charges will be treated as accruing on a daily basis;
- (c) other than as expressly permitted under this Agreement, each Party will forthwith cease to use any Confidential Information of the other received in connection with this Agreement and will return on demand, or at the request of the other destroy or permanently erase, all copies of that Confidential Information in its possession or control, save that a Party will be permitted to retain one copy of the Confidential Information if and to the extent required: -
- (i) to observe and perform its obligations under Clause 16.1(c), except that the party will return or destroy (if requested) that copy once it no longer requires the Confidential Information for those purposes; and/or
 - (ii) to comply with any Applicable Law or judicial or administrative process;
- (d) If requested by DCT to do so, the Service Provider will certify in writing that it has fully complied with the requirements of Clause 16.1(c).
- 16.2 Expiry or termination of this Agreement for any reason will: -
- (a) be without prejudice to any obligation or right of any party which has accrued prior to the expiry or termination; and
 - (b) not affect any term, condition or provision of this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such expiry or termination, which includes this Clause 16 and Clauses 1, 7, 12, 13, 17, 18, 19, 21 and 24.
- 17 **Force Majeure**
- 17.1 In this Agreement, a "Force Majeure Event" is an event after the Effective Date:
- (a) which is outside of the reasonable control of the Party claiming that a Force Majeure Event has occurred; and
 - (b) the adverse effects of which could not have been prevented or mitigated by that Party by its reasonable diligence or precautionary measures and includes:
 - i. declared natural disasters and health pandemics but excluding any seasonal flooding or torrential rains;
 - ii. industrial disputes and strikes (other than strikes involving that Party, its agents, employees or subcontractors) acts of terrorism, riots, civil disturbances, but excludes any change of government, and also excludes the following in the event and to the extent that reasonable precautionary measures could be taken to mitigate or eliminate impact on the Service Provider's performance: any conflicts; hostilities; wars (whether declared or not); or the presence of explosives; and

- iii. loss or revocation of any licence or regulatory approval necessary for that Party to carry out its business operations where that party is unable to retain or obtain any such licence or regulatory approval within six (6) months from the date of loss or revocation.
- 17.2 If a Force Majeure Event occurs and prevents a Party from performing its obligations under this Agreement (“**Affected Party**”), the Affected Party must promptly notify the other Party of the Force Majeure Event, the time it started and the likely duration, the extent that its obligations are affected and the measures proposed to remedy or mitigate its consequences. Subject to Clause 17.3 below, the Affected Party’s obligations are then suspended solely to the extent that it is able to demonstrate that it is prevented from performing them by the Force Majeure Event. The Affected Party must:
- (a) as soon as reasonably practicable, take all necessary steps to remedy or mitigate the Force Majeure Event’s effects, so as to resume full observance and performance of its obligations under this Agreement as soon as reasonably possible; and
 - (b) take all action reasonably practicable to mitigate any Loss suffered by the other Party as a result of its failure to observe and perform its obligations.
- 17.3 A Party prevented from observing and performing any of its obligations under this Agreement by a Force Majeure Event must:
- (a) continue to observe and perform all unaffected obligations in accordance with this Agreement;
 - (b) use reasonable endeavours to continue to observe and perform the affected obligations, whether by way of a work-around or other methods agreed with the other Party;
 - (c) use reasonable endeavours to overcome the effects of the Force Majeure Event as soon as reasonably practicable;
 - (d) notify the other Party as soon as it is no longer affected by the Force Majeure Event; and
 - (e) in the case of the Service Provider, treat DCT as its highest priority customer in attempting to restore full services in the event of a Force Majeure Event which affects multiple customers of the Service Provider.
- 17.4 If a Force Majeure Event substantially prevents, hinders or delays performance or delivery of any whole or part of the Services for a period exceeding of thirty (30) days then DCT may, at its option, immediately terminate this Agreement in whole or in part (including any Services affected by the Force Majeure Event) by written notice to the Service Provider and the rights and obligations of the Parties will be treated in the same manner as if this Agreement had been terminated by the DCT under Clause 15.2.
- 18 **Liability and Indemnification**
- 18.1 Notwithstanding the limitations in Clause 18.2, nothing in this Agreement will exclude or limit either Party’s liability under or in connection with this Agreement for:-
- (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury resulting from the negligence of that Party;
 - (c) for any other matter where liability cannot by Applicable Law be limited or excluded;
 - (d) breach of its obligations under Clause 6; and
 - (e) any claim under the indemnity in Clause 18.3.

- 18.2 Neither Party will be liable to the other Party for Losses that are not reasonably foreseeable or for consequential, special or indirect Losses, in each case, of any kind whatsoever suffered or incurred by the other Party whether in contract, negligence or any other tort, under statute or otherwise that arise under, or in connection with, this Agreement.
- 18.3 The Service Provider indemnifies DCT and each of DCT's Affiliates on demand on a continuing basis for all Losses incurred by or awarded against DCT or any of its Affiliates arising out of or in connection with any breach of any representation, warranty, undertaking or any other term, condition or provision of this Agreement by the Service Provider or the fraud or negligence of the Service Provider Personnel and its Sub-Contractors.
- 18.4 The Service Provider agrees that all benefits, warranties, indemnities, licences and any other rights granted and provided to DCT under this Agreement are also granted and provided to each of DCT's Affiliates and that the Service Provider owes the same duties and obligations to each of DCT's Affiliates as it owes to DCT.
- 18.5 Any negligence or breach of this Agreement by the Service Provider which results in any Loss being suffered by DCT or its Affiliate will be treated as if it had been suffered by DCT. DCT will be able to recover any Loss from the Service Provider subject to any limits on the Service Provider's liability contained in this Agreement. For this purpose, any Loss suffered by DCT's Affiliates will not be treated as being indirect, special or consequential in terms of Clause 18.2 simply because it has been suffered by an Affiliate of DCT and not by DCT directly.
- 19 **Confidentiality**
- 19.1 Neither Party may, without the prior written approval of the other Party, make public or disclose to any person (except for the purposes only of performing its obligations and, in the case of the Service Provider to Sub-Contractors and the Service Provider Personnel in the observance and performance of their obligations), any of the other Party's Confidential Information or any information about this Agreement and, in giving written approval, a Party may impose such reasonable terms and conditions as it thinks fit.
- 19.2 The obligations under Clause 19.1 will not be deemed to have been breached to the extent that the information referred to in that Clause:
- (a) is or becomes public knowledge other than by breach of Clause 19.1;
 - (b) is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party;
 - (c) is legally required to be disclosed; or
 - (d) has been independently developed or acquired by the receiving Party.
- 19.3 The Service Provider will ensure that the Service Provider Personnel, do not make public or disclose DCT's Confidential Information. DCT will ensure that all of its employees and agents do not make public or disclose the Service Provider's Confidential Information.
- 19.4 Nothing in this Clause 19 will prevent DCT from disclosing information:
- (a) to Affiliates of DCT; and
 - (b) where the purpose of such disclosure is to comply with an order issued to DCT by a competent authority.
- 19.5 Each Party will take all reasonable steps to ensure that information disclosed by it under Clause 19.3 is treated as confidential by its recipients and their servants or agents including, where appropriate, by requiring those recipients to enter into suitable confidentiality agreements.
- 20 **Change Control Process**

Changes will be implemented in accordance with the Change Control Process and the costs arising from the Changes will be borne as agreed by the Parties in accordance with the Change Control Process.

21 Law and Dispute Resolution

21.1 This Agreement is governed by and will be construed in accordance with the laws applicable in the Emirate of Abu Dhabi and the federal laws of the United Arab Emirates.

21.2 If any dispute arises out of this Agreement, a representative of each Party will attempt to settle it by negotiation.

21.3 If the dispute is not resolved by negotiation within thirty (30) days of the dispute first arising, either Party may refer the dispute to the courts of the Emirate of Abu Dhabi which has exclusive jurisdiction to hear the dispute. Each Party irrevocably submits to the exclusive jurisdiction of the courts of Abu Dhabi.

22 Notices

22.1 Any demand, notice or other communication given or made under or in connection with this Agreement will be in writing and will be given to the Service Provider or DCT, as the case may be, either personally or by post (registered or air mail as appropriate) appropriately addressed to the address for the relevant Party set out in Schedule 1, or any other address notified from time to time by a Party to the other.

22.2 Notices and communications so designated will be deemed to have been duly given or made:

(a) if delivered by hand, on delivery at the address of the relevant Party;

(b) if sent by prepaid first-class post, five (5) Business Days after posting.

22.3 Where in accordance with the Clause 22.2 any notice or communication would otherwise be deemed to be given or made on a day which is not a Business Day, or after 4.00 pm on a Business Day, such notice or other communication will be deemed to be given or made at 9.00 am on the next Business Day.

23 Assignment

The Service Provider may not assign or transfer all or any part of its rights or obligations under this Agreement without the prior written consent of DCT.

24 General

24.1 Each Party is an independent contractor, and nothing contained in this Agreement, and no action taken by the Parties pursuant to this Agreement, implies that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee, nor are the Parties engaging in a joint venture, association or other co-operative venture. Neither of the Parties has any right or authority to act on behalf of the other nor to bind the other by contract or otherwise, unless expressly permitted under this Agreement.

24.2 The Parties will do and cause to be done all acts, matters and things and will execute and deliver all documents and instruments as will be reasonably required to enable the Parties to observe and perform their respective obligations under and to give effect to the transactions contemplated by this Agreement.

24.3 This Agreement is written and will be construed in the English language, and all questions of interpretation of this Agreement will be resolved by reference to the English language. This Agreement may not be translated into Arabic without the prior written consent of DCT.

24.4 All communications between the Parties arising out of or in connection with this Agreement will be in English. If the Agreement is translated into the Arabic language or any other foreign language, the English version will prevail for all purposes, including any disputes or claims that may be resolved by any legal proceeding. If a version translated into the Arabic language is required, the Service Provider will prepare the translation at its own cost.

- 24.5 If any of the terms, conditions and provisions of this Agreement are judged to be illegal or unenforceable, the continuation in full force and effect of the remaining terms, conditions and provisions will not be affected.
- 24.6 Failure of a Party to exercise or delay in exercising a right or remedy under this Agreement will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement will prevent any further exercise of the right or remedy or the exercise of any other right or remedy. A term, condition or provision or a right under this Agreement cannot be waived except in writing signed by the Party granting the waiver, or varied unless it is agreed in writing signed by the Parties.
- 24.7 This Agreement, together with the documents referred to in it, represents the entire understanding between the Parties in relation to its subject matter and supersedes all previous agreements between the Parties, whether oral or written. If there is any discrepancy between the terms, conditions and provisions of this Agreement and the terms, conditions and provisions of any of its Schedules, the provisions of the Agreement will prevail. The Parties agree that, except as expressly set out in this Agreement, neither Party will have any liability for any untrue statement or representation made by it (whether innocently or negligently) on which the other Party relied in entering into this Agreement, unless untrue statement or representation was made fraudulently.

This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, each of which so executed and delivered will constitute an original, but all the counterparts will together constitute one and the same instrument.

Schedule 1- Authorised Representatives and Addresses for Notices

- 1 DCT's Representative (subject to a written confirmation by DCT of the communication matrix):
Nabeel M. Al Zarouni
nzarouni@dctabudhabi.ae

- 2 The Service Provider Representative –
Julie Cuesta
jcuesta@mmyglobal.com

- 3 The Service Provider's Address for Notices –

7309 W 80th Street,
Suite 400, Overland Park, Kansas
KS 66204, USA
Attn: CFO

- 4 DCT's Address for Notices –
Nation Towers offices, Corniche, Abu Dhabi
P. O. Box 94000
Attn.: Undersecretary
With a copy to: Legal Affairs Department
With a copy to: supplierperformance@dctabudhabi.ae

Schedule 2- Services and Insurances

I – Services:

The Services will be as follows:

SN	Description	Schedule – Milestones
3.1.1	<p>Trade Landscape Mapping</p> <p>The Agency is responsible for establishing an optimal network of key trade partners for the distribution of Abu Dhabi products in North America. This involves a comprehensive analysis of the industry landscape, encompassing factors such as (but not limited to) the size of the outbound market, the travel trade value chain, demand and supply dynamics, list of top players in each segment of the value chain, business size of trade partners, number of travel agents within the network, and relevant skills and knowledge. This information will serve as the foundation for creating a mapping of key accounts and developing an approach for market development, emphasizing the who, what, how, when, and why of engaging with selected players. The Agency is expected to take a proactive role in engaging with the travel trade community, ensuring they are well-informed about Abu Dhabi's offerings. This involves providing the necessary education and knowledge to empower them to effectively promote and sell Abu Dhabi products.</p> <p>The Agency will also be responsible for auditing the market for all relevant products to the destination and building a robust understanding of Abu Dhabi's product offering to work on improving or further diversifying accordingly. A dedicated resource will be required for developing Abu Dhabi's product offerings in the market to launch new products and develop recommended itineraries.</p> <p>Part of the agency's scope is to have a dedicated resource with digital marketing skills to review media plans, assess market needs, consumer behavior and trends, support the DCT marketing team during campaign design and executions. This resource will help ensure partners have thematic and seasonal landing pages that are linked to DCT's seasonal campaigns.</p>	<ul style="list-style-type: none"> Travel Trade Landscape (including all segments and stakeholders) and Geographical Account Plan Sales Call Cycle within 30 days of appointment Development Plan for 12 - 24 months within 2 months of appointment, and to be updated every quarter of the year In-market product audit to be conducted within 2 months of appointment and to be updated every 6 months Assessment of the North American travel trade through the completion of the DCT partner scoring card template the end of each year.
3.1.2	<p>Trade Key Account Partnership Plans</p> <p>The Agency will be required to develop Key Account Annual Partnership Plans to engage all trade partners that sell and have the potential to sell Abu Dhabi. These partners will be defined into categories according to their sales volume and will cover a summary of the companies' business, engagement with Abu Dhabi to date, future growth projections, strategic outlook and engagement and anticipated campaign investment levels and outcomes etc. How the partners promote our strategic market objectives must be entailed in the plans, e.g. Extend length of stay, push point-to-point traffic, insert family segment itineraries. This will include working closely with Etihad Airways and other carriers flying to UAE developing further sell of the destination.</p> <p>The Agency will manage all partnerships' contracts with the trade partners, including but not limited to targets (for hotel guests and market objectives), milestone payments tied to monthly, quarterly and final reporting, and ensuring marketing elements handled by trade partner are reflective of market needs and according to Abu Dhabi brand guidelines.</p> <p>The Agency will recommend and plan in market consumer campaigns on top performing consumer channels and ensure the relevant product / offer is linked to DCT major and seasonal running campaigns.</p> <p>Identify, leverage, and secure opportunities within the market's key marketing mediums to promote Abu Dhabi effectively and ensure its prominent presence to target audiences.</p>	<ul style="list-style-type: none"> Annual Partnership plans per company during annual planning cycle. Monthly / quarterly reviews with each partner and plans updated Target of quantity of partners and quality of partnerships to be discussed and agreed upon within 60 days of appointment Monthly / quarterly report of fulfillment of targets by trade partners

3.1.3	<p align="center">Trade Business Planning and Execution</p> <p>The Agency will be required to develop a business plan covering budgets, rationale and an overview of the projects and partnerships that will drive increased market share and hotel guest numbers to Abu Dhabi. Ensure all travel trade activities have minimum 50% co-funding from partners for joint activities where recommended.</p> <p>The overall business plan must tackle key barriers and selling periods while tying back to the objectives of increasing awareness and hotel guest numbers, and that the activities target the identified target segments and markets.</p> <p>Establish and maintain a continuous and meaningful dialogue between the Abu Dhabi destination and consumers by implementing consistent and highly effective communication channels tailored to resonate with the preferences of the target market audience.</p>	<ul style="list-style-type: none"> Review of 2024-2025 annual plan and recommendation of adjustment: 30 days' post appointment Note that delivery of all trade-related activities of the business plan in full as per the approved timeline and full budget utilization is the Agency's responsibility. Monthly / quarterly review and revision: Dates to be determined upon appointment
3.1.4	<p align="center">Trade Training & Development</p> <p>The Agency will be responsible for identifying the different channels and the correct levels of stakeholders to be in training Abu Dhabi's products and services. Agency will work with DCT on training tools to enable this objective. This will include, but not limited to, a training plan, a progress chart of the number of travel trade trained, their increased level of knowledge, and a database of all travel trade who attended the training.</p> <p>The Agency will also be responsible for securing and executing educational programs to Abu Dhabi on an annual basis. The Agency will be responsible for setting the right rationale and targeting the suitable companies and individuals to drive agent engagement and steer tourism business development. Work will include planning, performance audit, selection of qualifying travel trade and evaluating feedback and results post trip.</p>	<ul style="list-style-type: none"> Submit training plan during annual operation plan cycle, with number of travel trade agreed upon per market. Contacts of travel trade trained to be included in DCT reporting templates currently available on a regular basis. Submit educational program plan during annual operation plan cycle of appointment Tracking of end-to-end of training and development programs to define success
3.1.5	<p align="center">Trade Abu Dhabi Content Dissemination</p> <p>The Agency will be responsible for ensuring leading wholesalers, tour operators, consortiums, travel agencies and travel advisors are using Abu Dhabi's Content (images and videos) both online and in brochures aligned with what Abu Dhabi is promoting.</p> <p>The Agency will also be required to deliver a market audit of Abu Dhabi products sold online and offline, dissected by itineraries for identified target segments (e.g. families, couples, seniors, luxury segments, stopovers etc.). The report should also analyze Abu Dhabi's product representation against competitors for each segment and provide a recommendation on how we can have travel trade increase products, itineraries, length of stay etc. targeted at each segment.</p>	<ul style="list-style-type: none"> Key partners selling Abu Dhabi (whether in partnership with DCT or not) to be using the right Abu Dhabi content within 12 months. List of key partners to be defined within 60 days of appointment Submit Market Audit within 40 days of appointment.
3.1.6	<p align="center">Trade Database Development and reporting.</p> <p>The Agency will be expected to manage an efficient and well-organized database/DCT reporting templates currently available (Approved by DCT). All information collected by the agency shall be the property of DCT and shall not be replicated or copied in part or whole (or shared or duplicated in any other form) by the Representation Agency without the explicit written approval of DCT. At the end of the representation agreement, all contacts and information related to Abu Dhabi accounts will be turned over to DCT's Head Office, and all copies destroyed and confirmed in writing by the Agency to DCT.</p> <p>The Agency ensures regular news updates of Abu Dhabi's tourism products are sent to travel trade via multiple means including but not limited to: email newsletters etc.</p>	<ul style="list-style-type: none"> Database development of the travel trade contacts and the management of DCT reporting . Effective regular engagement with industry partners. Updating of contacts to be done on a regular basis.
3.1.7	<p align="center">Trade Management & Participation of Events</p> <p>The Agency will be expected to organize in-market events, such as exhibitions, roadshows, training sessions, workshops where relevant.</p> <p>The Agency will also raise Abu Dhabi's awareness through participating in various industry conferences and seeking opportunities for speaking engagements as well as ensure maximum consumer exposure for Abu Dhabi in high traffic locations.</p>	<ul style="list-style-type: none"> List of events to be involved in, whether as an organizer or participant within 60 days of appointment Project Management Plan for appointed events, minimally 6 months prior to event

3.2.5	<p align="center">General Insights and Competitive Analysis</p> <p>The Agency will be expected to produce monthly (or ad-hoc) insights and competitive analysis, including information on active tourism boards and their activities, pricing and demand perspectives from travel intermediaries, capacity updates, on-ground situation of travel behavior and preferences.</p>	<ul style="list-style-type: none"> Monthly Insights and Competitive Analysis based on a pre-agreed template, and when required for ad-hoc purposes
3.2.6	<p align="center">General Budgeting and Financial Management</p> <p>Monthly preparation of finances incurred to be sent to Head Office by the Agency by the 5th calendar day of each month in line with the approved Finance Procedure.</p> <p>Monthly and quarterly evaluation of expenses incurred, and budget monitoring should take place to ensure all planned expenditure is in line with annual business plans and funds utilized by the end of the year.</p>	<ul style="list-style-type: none"> All Reports to be delivered based on a pre-agreed template by the 5th calendar day of each month Reconciliation report of planned, committed and spent budget monthly. Full utilization of budget
3.2.7	<p align="center">General Reporting</p> <p>Robust analysis of the ongoing and completed work with relevant operational assessment, against approved plan and metrics, including spends on incurred expenses to be presented bi-weekly, with all relevant operational details including spends on incurred expenses.</p>	<p>Bi-weekly updates and Monthly Analysis Report of ongoing and completed work based on a pre-agreed template to be delivered on 5th of each month</p>
3.2.8	<p align="center">General Recruitment & Staffing</p> <p>The Agency will be required to recruit a team that meets the strategic and operational needs of DCT Abu Dhabi. We will require (at minimum) the following roles:</p> <ul style="list-style-type: none"> US Country Manager – East Coast based in New York US Trade & Marketing Executive – East Coast based in New York US Trade & Marketing Manager – West Coast based in Los Angeles <p>DCT reserves the right to interview and approve all candidates before they are confirmed. All positions must be 100% allocated to the DCT Abu Dhabi account. DCT Abu Dhabi also reserves the right to recommend individuals for any role it deems suitable.</p> <p>DCT is open to reconsider these roles and their scopes based on the Agency's recommendation and would be subject to approval by DCT.</p>	<ul style="list-style-type: none"> Formation of full team within 3 months of appointment.
3.2.9	<p align="center">General Third-Party Services</p> <p>The Agency will be responsible for the hiring of freelancers or third-party vendors in the event of specific planned or adhoc requirements including but not limited to:</p> <ul style="list-style-type: none"> Event planning Video production and post-production Transportation and logistics services Etc. <p>All third-party requirements are subject to written approval from DCT.</p>	<ul style="list-style-type: none"> DCT shall not be charged for any cost markup, related to DCT with fund transfers, advance service booking, or any other service. GSA to help with the services mentioned above at no additional cost. It is a GSA responsibility under the Scope to cover said expenses under the DCT managing account
3.3.0	<p align="center">General Collaboration with DCT's marketing agencies</p> <p>In conjunction with DCT's PR, Media Buying and Creative agencies, the Agency will be required to integrate activities to ensure end-to-end management of market development and delivery. The main role will be to lead, develop and update the market strategy alongside partner agencies, and to coordinate monthly reporting for all North American-related activities, as the Agency is ultimately responsible for hotel guest arrival numbers, average length of stay and other KPIs identified by the IO department.</p>	<ul style="list-style-type: none"> Monthly Market Report based on a pre-agreed template to be delivered on 5th of each month

3.3.1	<p style="text-align: center;">General Development and Execution of Market Strategy</p> <p>Agency will develop a North American market strategy and work to update it with changing market landscapes. Agency is also responsible for business planning and executing the full business plan on time and on target.</p>	<ul style="list-style-type: none">• Development of a North American market strategy within 60 days of appointment• Update the North American market strategy by the beginning of every June to build a business plan for the following year
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II – Insurances



CERTIFICATE OF LIABILITY INSURANCE

9/25/2025 11/12/2024

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:		FAX (A/C. No.):	
	PHONE (A/C. No. Ext):		E-MAIL:	
ADDRESS:		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: ACE American Insurance Company		22667
		INSURER B: The Continental Insurance Company		35289
		INSURER C: AXIS Insurance Company		37273
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 21142843 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	PHFD95945405	9/25/2024	9/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	PHFD95945405	9/25/2024	9/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	7094375600	9/25/2024	9/25/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
C	ERRORS & OMISSIONS	N	N	P-001-000221115-06	9/25/2024	9/25/2025	\$5M / SIR: \$100K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 HIRED/NON-OWNED AUTOMOBILE COVERAGE SITS EXCESS OF ANY LOCAL COMPULSORY COVERAGE AND WILL NOT BE APPLICABLE UNLESS THAT COVERAGE IS IN PLACE. HIRED AUTO PHYSICAL DAMAGE LIMIT IS \$50,000 OR COST TO REPAIR/REPLACE, WHICHEVER IS LESSER.

CERTIFICATE HOLDER 21142843 DEPARTMENT OF CULTURE AND TOURISM-ABU DHABI NATION TOWERS, CORNICHE STREET, P.O. BOX 94000 ABU DHABI UNITED ARAB EMIRATES	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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Schedule 3- Service Charges

POSITION	PREFERRED LOCATION	LEISURE TRADE TIME	MICE TIME	BASE SALARY (USD)	ADD-ON COSTS (32%)	TOTAL (USD)Monthly
Country Manager	NYC	100%	n/a	12,083.33	3,866.67	15,950
Trade & Marketing Executive	NYC	100%	n/a	5,525.00	1,768.00	7,293.00
Trade & Marketing Manager	LA	100%	n/a	6,250.00	2,000.00	8,250.00
Total Personnel Costs						31,493
ADDITIONAL COSTS-Monthly						
Office Space - NYC & LA						1,875.00
Administration & IT Support All						1,000.00
Total Office & Admin Costs						2,875.00
Service Provider Management Fee * - 12%						4,124.16
Total Monthly Invoicing Fee						38,492.16
Annual MMGY Travel Intelligence Research Library Subscription-Paid in One Time (Subject to DCT approval on subscription each year)						6,000

Note:-If an MMGY employee representing DCT Abu Dhabi will be working remotely then the travel, accommodation and incidental expenses in New York for team meetings will be covered by MMGY from the budget assigned to the office space

Payment Terms:

Monthly Retainer Fee: Payment in arrears within 30 days.

- Service Provider must submit monthly attendance sheets for each of the resources working with DCT along with the retainer fee invoice.

IT ✓

Third-Party Services

The Service Provider will be responsible for the hiring of freelancers or third-party vendors in the event of specific planned or ad-hoc requirements including but not limited to:

- Event planning
- Video production and post-production
- Transportation and logistics services
- Etc.

The following criteria must be applied while invoicing each payment:

- a) The Service Provider must obtain DCT's prior written approval before proceeding with any third-party spending.
- b) The Service Provider must submit at least one quote from the third-party supplier for any value up to AED50,000/-.
- c) The Service Provider must submit at least two quotes from the third-party suppliers for any value above AED50,000/- .
- d) The Service Provider must submit third-party invoices along with the Service Provider's invoice.
- e) No markup or management fee will be charged on third-party invoices.

Schedule 4 – Change Control Process

Requesting Changes

1. Each Party may from time to time request a Change in a notice specifying in as much detail as is reasonably practicable the nature of the Change (the **Change Request**) to the other Party (the **Receiving Party**). The Receiving Party will promptly consider each Change Request.
2. At the request of DCT, the Service Provider will provide DCT with a brief written impact assessment in relation to a proposed Change as soon as reasonably practicable after it receives the request. The impact assessment will include the following (unless DCT specifies otherwise):
 - (a) details of the impact of the Change Request on this Agreement including any changes to the Services or other variations to this Agreement;
 - (b) the Service Provider's view of the benefits of the proposed Change insofar as it is able to make this assessment;
 - (c) subject to paragraph 3, a detailed estimate of any charge for implementing the Change Request;
 - (d) the expected timetable for the implementation of the proposed Change and, where appropriate, a proposed project plan;
 - (e) details of the impact, if any, of the proposed Change on compliance with any Applicable Law insofar as the Service Provider is able to make this assessment; and
 - (f) the acceptance criteria and acceptance testing to be applied to the proposed Change.
3. The Parties will meet to discuss and agree the impact assessment, if applicable, and the Change Request with such amendments as may be required by DCT. Subject to paragraph 5, the Service Provider will have no obligation to commence work and DCT will have no obligation to make any payment, until the relevant Change Request has been fully agreed and signed off in accordance with this Change Control Process.
4. Once a Change Request has been signed by an authorised signatory of each Party, the Change documented in the Change Request will form part of this Agreement, together with any special terms contained in such Change Request. The Service Provider will maintain a log of all Change Requests agreed between the Parties during the term of this Agreement.
5. DCT will have the right to require the Service Provider to implement a proposed Change Request prior to the Change Request being agreed and signed-off if DCT (in its absolute discretion) considers that the Change Request is necessary. The Service Provider will take all such steps as are required to implement this Change Request in accordance with DCT's requirements and the Service Charges will be adjusted to represent the amount agreed by the Parties in the Change Request.
6. Each Party will be responsible for its own costs incurred in the preparation or consideration of Change Requests, impact assessments and in the completion of its obligations described in this Schedule.

Authorised signatory for and on behalf of
DEPARTMENT OF CULTURE AND TOURISM
ABU DHABI



Adnan Mohammed AlAwadhi
Support Services Executive Director



Authorised signatory for and on behalf of
MMGY GLOBAL LLC



Hugh McConnell
CFO



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