

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, 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 and Address of Registrant Definers Corp. 1500 Wilson Boulevard, 5th Floor, Arlington, VA 22209	2. Registration No. <div style="font-size: 2em; text-align: center;">6504</div>
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3. Name of Foreign Principal Akin Gump, Strauss Hauer & Feld LLP on behalf of the Embassy of the United Arab Emirates	4. Principal Address of Foreign Principal 3522 International Court, NW, Suite 400 Washington, DC 20008
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5. Indicate whether your foreign principal is one of the following:

Government of a foreign country<sup>1</sup>

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

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

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

a) Branch or agency represented by the registrant  
 Embassy of the United Arab Emirates

b) Name and title of official with whom registrant deals  
 N/A (Definers Corp. is a subcontractor under this engagement, and will not report to any Embassy official)

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

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- Supervised by a foreign government, foreign political party, or other foreign principal Yes  No
- Owned by a foreign government, foreign political party, or other foreign principal Yes  No
- Directed by a foreign government, foreign political party, or other foreign principal Yes  No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes  No
- Financed by a foreign government, foreign political party, or other foreign principal Yes  No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes  No

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

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

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
12/21/17	JOSEPH POUNDER, PRESIDENT	

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, 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  
 Definers Corp.

2. Registration No.

6504

3. Name of Foreign Principal

Akin Gump Strauss Hauer & Feld LLP on behalf of the Embassy of the United Arab Emirates

Check Appropriate Box:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Definers Corp. is a subcontractor of Akin Gump Strauss Hauer & Feld LLP under this engagement. Please see attached agreement.

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

Registrant will provide strategic communications support and guidance in furtherance of the interests of the Embassy of the United Arab Emirates, with an emphasis on strengthening bilateral relations and regional security of the United Arab Emirates.

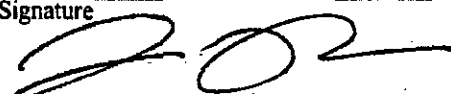
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See response to Question 8.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
12/21/17	JOSEPH POUNDER, PRESIDENT	

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

# Akin Gump

STRAUSS HAUER & FELD LLP

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hshapiro@akingump.com

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December 19, 2017

Joe Pounder  
Definers Corp.  
1500 Wilson Blvd.  
5<sup>th</sup> Floor  
Arlington, VA 22209

Dear Mr. Pounder:

This letter shall serve to confirm our Agreement as follows:

1. Effective as of December 19, 2017, Akin Gump Strauss Hauer & Feld LLP ("Akin Gump") has retained Definers Corp. ("Definers"), to assist the firm in providing legal advice to its client, the Embassy of the United Arab Emirates, and its agents and representatives ("the Client"). The Client has authorized Akin Gump to retain Definers to work under Akin Gump's direction and report directly to Akin Gump on this matter.
2. It is understood that Definers will provide strategic communications support and guidance ("Consulting Services") in furtherance of the interests of the Client, with an emphasis on strengthening bilateral relations and regional security of the United Arab Emirates.
3. Akin Gump agrees to pay Definers a monthly retainer of \$20,000 for the Consulting Services, and Akin Gump agrees to reimburse Definers for reasonable, pre-approved out-of-pocket expenses incurred in connection with the Consulting Services.
4. Definers will provide the Consulting Services on a month-to-month basis, and either party may terminate the Agreement by giving fifteen (15) days prior written notice to the other party. Akin Gump anticipates, but does not represent or guarantee, that the Consulting Services will be needed for at least six (6) months.
5. Definers acknowledges that performance of the Consulting Services may trigger compliance obligations under various U.S. laws, including the Foreign Agents Registration Act ("FARA"). Each party shall be responsible for any liability or costs arising from any failure or requirement of such party to comply with FARA or other applicable regulatory requirements.
6. All information released by and exchanged among Akin Gump, Definers, the Client, or any of their designees, and all work, opinions, conclusions, and communications produced by Definers or its employees hereunder—including information released by and exchanged among Akin Gump, Definers, or the Client, or work, opinions, conclusions, and communications produced by Definers prior to the date of this Agreement—(herein collectively referred to as the "Information") is or will be protected by the attorney-client privilege, attorney work product doctrine, confidentiality, and/or other applicable privileges or protections, to the fullest extent provided by law. As a condition of receiving such Information, Definers agrees to treat any such Information in accordance with the provisions of this Agreement.
7. Definers further agrees to take all reasonable steps to maintain the security and confidentiality of Information received in connection with this engagement. Definers acknowledges that the unauthorized disclosure of any Information would cause irreparable harm to the Client. Definers agrees to take reasonable measures to

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**Akin Gump**  
STRAUSS HAUER & FELD LLP

ensure the materials it receives or produces in connection with this matter are securely stored and transmitted, including by use of encryption and passwords where reasonable.

8. Definers hereby agrees that, absent authorization from Akin Gump, it will not: (a) disclose any information to any third party unless required to do so by law; (b) make any use of the information for any purpose that is not related to its work for Akin Gump related to the Client; (c) make any use of the name, marks, or identity of Akin Gump or the Client in connection with any marketing, advertising, promotion, or other purpose not related to its work for Akin Gump related to the Client; or (d) disclose the specific terms of this Agreement to any third party unless required to do so by law.

9. If Definers is requested or required (e.g., by oral questions, interrogatories, requests for information or documents, subpoenas, Civil Investigative Demand, or similar process) to disclose any information, Definers agrees that it will provide Akin Gump with prompt notice of such request or requirement, and provide Akin Gump an opportunity to intervene and raise objections, if available. Definers also agrees to cooperate with Akin Gump, or its designees, in any attempt to obtain a protective order or other remedy to prevent such release (including, but not limited to, injunctive relief). Any legally mandated disclosure shall be limited to that which is legally required.

10. Definers will submit invoices for fees and expenses for services directly to Akin Gump, attention Hal Shapiro, which shall be solely responsible for payment.

11. This Agreement may be modified only by written agreement.

12. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

13. The provisions of sections 5-9 of this Agreement shall survive the termination of the Agreement.

Agreed to and Accepted by:

Akin Gump Strauss Hauer & Feld LLP

By: Hal Shapiro

Date: 12/12/17

Definers Corp.

By: [Signature]

Date: 12/19/17