

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

Sanitas International  
1629 K St. NW, Suite 300  
Washington, DC

## 2. Registration No.

6530

## 3. Name of Foreign Principal

Expo2020 Dubai

## 4. Principal Address of Foreign Principal

Expo2020 Dubai  
Expo Road  
Dubai South, Jebel Ali  
Dubai, United Arab Emirates

## 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:
- Partnership  Committee
- Corporation  Voluntary group
- Association  Other (specify) \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant
- b) Name and title of official with whom registrant deals

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

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

<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.

Expo 2020 is a World Expo to be hosted by Dubai in the United Arab Emirates, opening on October 20, 2020. The Bureau International des Expositions (BIE) general assembly in Paris awarded Dubai as the host on November 27, 2013.

b) Is this foreign principal:

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

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

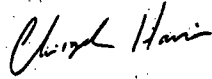
The Bureau International des Expositions (BIE) is an intergovernmental organization in charge of overseeing and regulating World Expos. As such, members are nation-states. Per BIE regulations, governing bodies of host cities must be structured as not-for-profit entities but the BIE member, the country, must agree to fully underwrite any Expo host city expenses not covered by corporate and other sponsorships. The host government issues government to government invitations for other countries to participate in Expos. The United States confirmed its participation in Expo 2020 in 2018.

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.

Expo 2020 Dubai is an independent not-for-profit corporation with professional staff and a board of directors comprised of the heads of numerous local and federal governmental bodies.

**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
04/25/2019	Christopher Harvin, Partner	

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

Sanitas International

2. Registration No.

6530

3. Name of Foreign Principal

Expo2020 Dubai

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.

Please refer to the attached contract.

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

All activities undertaken by the registrant are outlined in the attached contract. Sanitas will provide counsel, international media engagement, and stakeholder outreach on behalf of Expo2020 Dubai.

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.

As part of our services, Sanitas International anticipates pitching international media and liaising with key stakeholders, including U.S. think tanks with an interest and research focus on the UAE and Middle Eastern affairs generally.

### 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
04/25/2019	Christopher Harvin, Partner	

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.

# Sanitas International

15 April 2019

Richard McGuire  
Senior Vice President, Procurement  
Expo2020 Dubai  
Expo Road  
Dubai South, Jebel Ali  
Dubai, United Arab Emirates

**RE: International Media Relations and Outreach**

Per recent conversations, Sanitas International Inc. (Sanitas) is honored to support Expo2020 Dubai during this exciting time. Please accept this letter of agreement to work on your behalf.

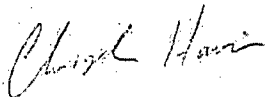
Sanitas will provide Expo2020 Dubai with senior level counsel, international media engagement and key stakeholder outreach.

Our team will immediately focus efforts aimed at building and strengthening Expo2020 Dubai's relationship with the international media, key stakeholders and global leaders.

For your convenience we have provided a signed contract, attached at the end of this document. An invoice can be provided as needed. Sanitas will immediately begin work with the return of the signed contract and receipt of the initial payment.

Sanitas International is looking forward to a long and productive relationship with you, and your organization.

Sincerely,



Christopher Harvin  
Sanitas International, Partner  
Mbl: +1 803.413.3335  
Email: charvin@sanitasint.com  
Skype: cmharvin

1629 K St. Suite 300 | Washington DC 20005 | Tel: 202.756.1961 | www.sanitasint.com

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Sanitas - Expo2020 Dubai

Standard Contract

Expo2020 Dubai ("Expo2020") has agreed to retain Sanitas International, Inc. ("Sanitas") beginning 15 April 2019 for a period of twelve months.

Pursuant to our earlier discussions, please accept this letter of agreement to work on your behalf to:

- (1) Increase the awareness of Expo2020 Dubai globally through international media relations and outreach to key stakeholders and global leaders
- (2) Provide crisis communications and reputation management support as needed

**Fees:** This engagement between Sanitas and the Expo2020 will begin with the payment of a fee of \$87,000 (Eighty-Seven Thousand Dollars) USD per month to cover strategic counsel, international media relations and outreach to key stakeholders and global leaders starting 15 April 2019 and ending on 14 April 2020. The total fees associated with this contract will be \$1,044,000 (One Million Forty-Four Thousand Dollars) USD. Expenses will be billed separately and work will begin when the initial payment is paid in full.

The remainder of the outstanding consulting fees will be billed on the 1<sup>st</sup> (first) of the month and paid by the 15<sup>th</sup> (fifteenth) of each month for services provided for the following 30-day period. A six-month review of the contract will occur and Sanitas reserves the right to increase fees based on available resources and stated scope of work.

Consulting fee invoices will be dated according to the date due of the 1<sup>st</sup> (first) day of the month and will be assessed a late fee of 5% (five percent) for each 30 (thirty) day period late. Sanitas will also track standard hourly rates against the retainer fees.

Expenses will be preapproved by the Expo2020 and billed separately on a monthly basis as described below:

- **General Expenses:** We do not bill our clients for regular in-house copying, postage, faxing, handling or other regular fees unless specifically requested and preapproved by Expo2020.
- **Significant Outside Vendors:** Significant outside vendor expenses such as private newswires (e.g., PRNewswire, NAPS), video recording and production, collateral material, photography and printing, large copying or significant postage, etc. are charged at cost plus the industry standard mark up (17.65%) to cover management and administration. Fees for research will be paid prior to the beginning of service in full. Should any of these expenses be required, we will consult with you for prior approval in writing.
- **Compliance Fees:** In the process of providing services it is understood that Sanitas may be required to make various foreign agent or lobbyist disclosures filings, as appropriate and required by applicable laws. Sanitas will prepare such filings in a diligent and timely manner. Fees regarding foreign agent or lobbying disclosure filings will be included as part of the contract fees.
- **Telephone & Network Charge:** We do not bill for local telephone calls and standard technology expenses on a per-use basis. However, we do bill at cost for international call charges while overseas; but only if charges are required for travel and preapproved by the Expo2020.

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- **Travel and Meals:** Expo2020 shall cover expenses for all travel, lodging, meals and such incidental expenses agreed to between the parties to this agreement. For airline travel time longer than three hours (3) in length, Expo 2020 shall make best efforts to provide business class accommodations. Any travel expenses billed by Sanitas to Expo2020 will be billed at cost with a 10% handling fee and must be preapproved by the Expo2020.
- **Scope of Services:** You are free at any time to expand or reduce the scope of work by letting us know what changes you require in writing. In such cases, the fee shall be revised to reflect the new scope of work.
- **Confidentiality:** We agree to keep confidential any and all information concerning your business and operation which becomes known to us and which you advise us is to be considered confidential in nature. You agree to keep confidential our recommendations and confidential information regarding various communications projects in which we are now or may be involved. Both parties agree to maintain that confidentiality and will not disclose to any outside party the information either during the period of the contract or afterwards, to the extent permitted by law.
- **Contracting:** You agree not to hire any Sanitas employees or their agents independently for the period of this agreement and two years after its completion.
- **Indemnification:** Since we will be acting at your direction, you agree to indemnify and hold Sanitas and our agents and assigns harmless with respect to any claims or actions for discovery. You also agree to indemnify and hold us and our agents and assigns harmless with respect to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy arising out of our consultation and/or any materials or information supplied by you to us where we have acted in good faith and in accordance with your instructions; it being understood and agreed that this indemnity shall not extend to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy where we have acted contrary to your instructions or otherwise have acted with gross negligence.
- **Conflicts of Laws/Jurisdiction:** This agreement shall be governed by and interpreted in accordance with the laws of the Dubai International Finance Centre (DIFC) without regard to its conflicts of laws principles. Expo2020 and Sanitas agree that any state, federal or international court for or within the DIFC-LCIA Arbitration Centre shall have exclusive jurisdiction over any disputes arising under or related to this Agreement and Expo2020 and Sanitas irrevocably consent to the jurisdiction of such courts and the placement of venue therein, and waives any claim that any such action, suit or proceeding in such a court has been brought in an inconvenient forum.
- **Complete Agreement:** This Agreement is the complete agreement of the parties and supersedes any previous agreements, whether written or oral, between the parties. No agreement or understanding, oral or written, in any way modifies the terms and conditions set forth herein, unless noted as an addendum to this contract, dated after this contract, and signed by a partner of Sanitas.
- **Termination and Cancellation:** Either party may terminate this agreement for any reason upon ninety (90) days written notice, with no further obligation, other than payment of all fees that have accrued up to and through the 90-day notice period.

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Sanitas - Expo2020 Dubai

- **Jurisdiction and Governing Law:** Any action for break of this Agreement, for enforcement of this Agreement, or for any cause of action purported to arise out of this Agreement can be commenced in the DIFC-LCIA Arbitration Centre. Each party agrees that the DIFC-LCIA Arbitration Centre is the proper forum for the commencement of any legal action by any party to the Agreement.

Please sign this letter and return it to the address given below. Please also scan and email an additional copy. Work will start upon our receipt of this letter. Payments may be sent by wire transfer as noted on the next page:

**Please Wire Funds to:**

- Bank: PNC
- Bank Address: 1413 P Street, Washington D.C., 20005
- Beneficiary: Sanitas International
- Account #: 5559902761
- Routing #: 03100053
- Swift Code: PNCCUS33

As a trusted client, if needed, the Expo2020 can be provided an invoice, with payment due immediately. In addition, we will provide the Expo2020 with a bi-monthly and monthly report of the firm's activities on your behalf.

Sanitas is looking forward to a long and productive relationship with Expo2020 and its leadership and we are eager to start working on your behalf.

**On behalf of the Sanitas Team**

I have read the above letter and agree and accept the terms and the conditions set forth therein.

Signature: Christopher Harvin

Date: 17 April 2019

**Christopher Harvin**  
Partner, Sanitas International

Signature: [Signature]

Date: 17<sup>th</sup> April 2019

**Richard McGuire**  
Senior Vice President, Procurement  
Expo2020 Dubai



2