

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 Brunswick Group LLC	2. Registration Number 6826
--	--------------------------------

3. Primary Address of Registrant
1114 Avenue of the Americas, 24th Floor, New York, NY 10036

4. Name of Foreign Principal The Mohamed bin Zayed Foundation for Humanity	5. Address of Foreign Principal Mohamed bin Zayed Foundation for Humanity, P.O. Box 124 Abu Dhabi UNITED ARAB EMIRATES
---	---

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

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☒ Other (*specify*) Foundation

☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

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

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.

The Mohamed bin Zayed Foundation for Humanity (the "Foundation") is a private philanthropic organization founded by UAE President His Highness Mohamed bin Zayed Al Nahyan (the "Founder"), with its stated mission of advancing human potential, opportunity, and sustainable progress in global health and inclusive development.

b) Is this foreign principal:

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

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

See Appendix for Response

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

09/15/2026

Kavitha Reddy

Sign

/s/Kavitha Reddy

Sign

Sign

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

9/15/2026

Kavitha Reddy

Kavitha Reddy

Appendix Response to Item 11

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

Item 10(b) Supervised: Brunswick executed contracts with the Global Institute for Disease Elimination ("GLIDE"), an affiliate organization of the Foundation, in furtherance of the Foundation's stated mission. The Chairman of the Foundation is Her Highness Sheikha Mariam bin Mohamed bin Zayed Al Nahyan. GLIDE is a UAE-based global health institute whose stated mission is to accelerating the elimination of preventable infectious disease. As affiliate organizations, GLIDE and the Foundation both fall under the umbrella of Erth Zayed Philanthropies.

Item 10(b) Owned: Brunswick executed contracts with the Global Institute for Disease Elimination ("GLIDE"), an affiliate organization of the Foundation, in furtherance of the Foundation's stated mission. The Chairman of the Foundation is Her Highness Sheikha Mariam bin Mohamed bin Zayed Al Nahyan. GLIDE is a UAE-based global health institute whose stated mission is to accelerating the elimination of preventable infectious disease. As affiliate organizations, GLIDE and the Foundation both fall under the umbrella of Erth Zayed Philanthropies.

Item 10(b) Directed: Brunswick executed contracts with the Global Institute for Disease Elimination ("GLIDE"), an affiliate organization of the Foundation, in furtherance of the Foundation's stated mission. The Chairman of the Foundation is Her Highness Sheikha Mariam bin Mohamed bin Zayed Al Nahyan. GLIDE is a UAE-based global health institute whose stated mission is to accelerating the elimination of preventable infectious disease. As affiliate organizations, GLIDE and the Foundation both fall under the umbrella of Erth Zayed Philanthropies.

Item 10(b) Controlled: Brunswick executed contracts with the Global Institute for Disease Elimination ("GLIDE"), an affiliate organization of the Foundation, in furtherance of the Foundation's stated mission. The Chairman of the Foundation is Her Highness Sheikha Mariam bin Mohamed bin Zayed Al Nahyan. GLIDE is a UAE-based global health institute whose stated mission is to accelerating the elimination of preventable infectious disease. As affiliate organizations, GLIDE and the Foundation both fall under the umbrella of Erth Zayed Philanthropies.

Item 10(b) Financed: Brunswick executed contracts with the Global Institute for Disease Elimination ("GLIDE"), an affiliate organization of the Foundation, in furtherance of the Foundation's stated mission. The Chairman of the Foundation is Her Highness Sheikha Mariam bin Mohamed bin Zayed Al Nahyan. GLIDE is a UAE-based global health institute whose stated mission is to accelerating the elimination of preventable infectious disease. As affiliate organizations, GLIDE and the Foundation both fall under the umbrella of Erth Zayed Philanthropies.

Item 10(b) Subsidized: Brunswick executed contracts with the Global Institute for Disease Elimination ("GLIDE"), an affiliate organization of the Foundation, in furtherance of the Foundation's stated mission. The Chairman of the Foundation is Her Highness Sheikha Mariam bin Mohamed bin Zayed Al Nahyan. GLIDE is a UAE-based global health institute whose stated mission is to accelerating the elimination of preventable infectious disease. As affiliate organizations, GLIDE and the Foundation both fall under the umbrella of Erth Zayed Philanthropies.

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
Brunswick Group LLC

2. Registration Number
6826

3. Name of Foreign Principal
The Mohamed bin Zayed Foundation for Humanity

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? 11/12/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Appendix for Response

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

Brunswick assists with the development and execution of the strategic communications and advocacy strategy to support the Foundation's development objectives. This includes the preparation of informational materials as well as engagement with media and other international and domestic stakeholders to raise awareness of the Foundation's programs, partnerships, and priorities in the global health and inclusive development contexts.

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.

Brunswick assists the Foundation with the preparation of informational materials. Brunswick also assists the Foundation with engaging stakeholders to raise awareness of the Foundation's programs, partnerships, and priorities in the global health and international development contexts.

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.

Brunswick helped facilitate a paid partnership with a U.S.-based publication on behalf of the Foundation and assisted the Foundation with the preparation of press releases.

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

Date	Contact	Method	Purpose
No Political Activity Contacts to Report			

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
See Appendix for Response			

\$ 1,942,062.23

Total

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
See Appendix for Response			

\$ 378,885.92

Total

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

09/15/2026

Kavitha Reddy

Sign

/s/Kavitha Reddy

Sign

Sign

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

9/15/2026

Kavitha Reddy

Kavitha Reddy

Appendix Response to Item 8

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

Brunswick supports the strategic communications and advocacy department of The Mohamed bin Zayed Foundation for Humanity (the "Foundation") in support of its communications and advocacy goals as a private philanthropic organization focused on global health and inclusive development.

a. Brunswick executed four contracts with The Global Institute for Disease Elimination ("GLIDE") in connection with the work done supporting The Mohamed bin Zayed Foundation for Humanity (the "Foundation"). The contracts are attached to this registration and dated November 12, 2024, November 28, 2025, January 30, 2026, and June 3, 2026, respectively. Brunswick's activities directed at the United States supporting the Foundation commenced in August 2025.

Appendix Response to Item 12

Item 12: During the period beginning 60 days prior to the obligation to register 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? 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
06/28/2025-06/28/2025	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of May 2025, Strategy development and execution support fees for the month of May 2025, Content and Creative support fees for the month of May 2025	\$ 197,400.00
06/28/2025-06/28/2025	Mohamed bin Zayed Foundation for Humanity	Beginnings Fund Paid Media - Paid Media Instagram, X, LinkedIn	\$ 5,718.18
07/16/2025-07/16/2025	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of June 2025, Strategy development and execution support fees for the month of June 2025, Content and Creative support fees for the month of June 2025	\$ 197,400.00
08/21/2025-08/21/2025	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of July 2025, Strategy development and execution support fees for the month of July 2025, Content and Creative support fees for the month of July 2025	\$ 197,400.00
10/01/2025-10/01/2025	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of August 2025, Strategy development and execution support fees for the month of August 2025, Content and Creative support fees for the month of August 2025	\$ 197,400.00
10/01/2025-10/01/2025	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of September 2025, Strategy development and execution support fees for the month of September 2025, Content and Creative support fees for the month of September 2025	\$ 197,400.00
11/06/2025-11/06/2025	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of October 2025, Strategy development and execution support fees for the month of October 2025, Content and Creative support fees for the month of October 2025	\$ 197,400.00
02/12/2026-02/12/2026	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the period from 1st of Nov to 11th of Nov 2025, Strategy development and execution support fees for the period from 1st of Nov to 11th of Nov 2025, Content and Creative support fees for the period from 1st of Nov to 11th of Nov 2025	\$ 72,380.01
02/12/2026-02/12/2026	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the period from 12th of Nov to 30th of Nov 2025, Content and Creative support fees for the period from 12th of Nov to 30th of Nov 2025	\$ 104,139.00
02/12/2026-02/12/2026	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of December 2025, Content and Creative support fees for the month of December 2025	\$ 161,820.00
02/23/2026-02/23/2026	Mohamed bin Zayed Foundation for Humanity	Goalkeepers Abu Dhabi Influencer Campaign	\$ 117,631.04
03/31/2026-03/31/2026	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of January 2026, Content and Creative support fees for the month of January 2026	\$ 126,063.00
03/31/2026-03/31/2026	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the period from 24th of January to 23rd of February 2026, Content and Creative	\$ 169,911.00

		support fees for the the period from 24th of January to 23rd of February 2026	
06/28/2025-06/28/2025	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of May 2025,Strategy development and execution support fees for the month of May 2025,Content and Creative support fees for the month of May 2025	197400
06/28/2025-06/28/2025	Mohamed bin Zayed Foundation for Humanity	Beginnings Fund Paid Media - Paid Media Instagram, X, LinkedIn	5718.18
07/16/2025-07/16/2025	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of June 2025,Strategy development and execution support fees for the month of June 2025,Content and Creative support fees for the month of June 2025	197400
08/21/2025-08/21/2025	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of July 2025,Strategy development and execution support fees for the month of July 2025,Content and Creative support fees for the month of July 2025	197400
10/01/2025-10/01/2025	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of August 2025,Strategy development and execution support fees for the month of August 2025,Content and Creative support fees for the month of August 2025	197400
10/01/2025-10/01/2025	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of September 2025,Strategy development and execution support fees for the month of September 2025,Content and Creative support fees for the month of September 2025	197400
11/06/2025-11/06/2025	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of October 2025,Strategy development and execution support fees for the month of October 2025,Content and Creative support fees for the month of October 2025	197400
02/12/2026-02/12/2026	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the period from 1st of Nov to 11th of Nov 2025,Strategy development and execution support fees for the period from 1st of Nov to 11th of Nov 2025,Content and Creative support fees for the period from 1st of Nov to 11th of Nov 2025	72380.01
02/12/2026-02/12/2026	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the period from 12th of Nov to 30th of Nov 2025,Content and Creative support fees for the period from 12th of Nov to 30th of Nov 2025	104139
02/12/2026-02/12/2026	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of December 2025, Content and Creative support fees for the month of December 2025	161820
02/23/2026-02/23/2026	Mohamed bin Zayed Foundation for Humanity	Goalkeepers Abu Dhabi Influencer Campaign	117631.04
03/31/2026-03/31/2026	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of January 2026, Content and Creative support fees for the month of January 2026	126063
03/31/2026-03/31/2026	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the period from 24th of January to 23rd of February 2026, Content and Creative support fees for the the period from 24th of January to 23rd of February 2026	169911

Appendix Response to Item 13

Item 13: During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal? If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
06/30/2025-06/30/2025	Mohamed bin Zayed Foundation for Humanity	1 Month Retainer. 1 Month Design Retainer (26 May - 26 June)	\$ 5,445.88
06/30/2025-06/30/2025	Mohamed bin Zayed Foundation for Humanity	Social Media Advertising Management and event coverage - from 18th of May 2025 to 17th of Jun 2025	\$ 9,414.57
06/30/2025-06/30/2025	Mohamed bin Zayed Foundation for Humanity	Monthly Retainer media monitoring 01-06-2025 to 30-06-2025	\$ 2,178.35
07/09/2025-07/09/2025	Mohamed bin Zayed Foundation for Humanity	1 Month Design Retainer (27 Jun - 26 Jul)	\$ 5,445.88
07/18/2025-07/18/2025	Mohamed bin Zayed Foundation for Humanity	Social Media Advertising Management and event coverage - from 18th of Jun 2025 to 17th of Jul 2025	\$ 9,414.57
07/18/2025-07/18/2025	Mohamed bin Zayed Foundation for Humanity	Media training on 26.06.25 from 4:00 to 5.00 pm - English	\$ 408.44
07/18/2025-07/18/2025	Mohamed bin Zayed Foundation for Humanity	Media training on 15.07.25 from 4:00 to 5.00 pm - Arabic	\$ 408.44
07/25/2025-07/25/2025	Mohamed bin Zayed Foundation for Humanity	Consultancy services fee for the period from 1st of July to 31st of July 2025	\$ 1,563.95
07/31/2025-07/31/2025	Mohamed bin Zayed Foundation for Humanity	Monthly Retainer media monitoring 01-07-2025 to 31-07-2025	\$ 2,178.35
08/19/2025-08/19/2025	Mohamed bin Zayed Foundation for Humanity	Social Media Advertising Management and event coverage - from 18th of Jul 2025 to 17th of Aug 2025	\$ 9,414.57
08/25/2025-08/25/2025	Mohamed bin Zayed Foundation for Humanity	Consultancy services fee for the period from 1st of Aug to 31st of Aug 2025	\$ 2,059.66
08/29/2025-08/29/2025	Mohamed bin Zayed Foundation for Humanity	1 Month Design Retainer (27 Jul - 26 Aug)	\$ 4,826.03
08/31/2025-08/31/2025	Mohamed bin Zayed Foundation for Humanity	Monthly Retainer media monitoring 01-08-2025 to 31-08-2025	\$ 2,178.35
09/06/2025-09/06/2025	Mohamed bin Zayed Foundation for Humanity	taxi to airport for trip to Dubai for philanthropy workshop	\$ 146.80
09/08/2025-09/08/2025	Mohamed bin Zayed Foundation for Humanity	1 Month Design Retainer for Sept 2025	\$ 5,445.88
09/09/2025-09/09/2025	Mohamed bin Zayed Foundation for Humanity	meals and internet charges - trip to UAE for workshop	\$ 202.06
09/22/2025-09/22/2025	Mohamed bin Zayed Foundation for Humanity	Social Media Advertising Management and event coverage - from 18th Aug 25 to 17th Sept 25	\$ 9,414.57
09/26/2025-09/26/2025	Mohamed bin Zayed Foundation for Humanity	Hotel accommodation for James Dray from 07.09.25 to 08.09.25 - Philanthropy workshop	\$ 893.16
09/29/2025-09/29/2025	Mohamed bin Zayed Foundation for Humanity	Consultancy services fee for the period from 8th of Sept to 30th of Sept 2025	\$ 8,517.36
09/30/2025-09/30/2025	Mohamed bin Zayed Foundation for Humanity	Invoice for overtime for the period 22/09/25 - 29/09/25 (10 hours at rate of 287.50/hour)	\$ 782.85
09/30/2025-09/30/2025	Mohamed bin Zayed Foundation for Humanity	Monthly Retainer media monitoring 01-09-2025 to 30-09-2025	\$ 2,178.35
10/03/2025-10/03/2025	Mohamed bin Zayed Foundation for Humanity	Taxi from client office to home	\$ 7.47
10/30/2025-10/30/2025	Mohamed bin Zayed Foundation for Humanity	Consultancy services fee for the period from 1st of Oct to 31st of Oct 2025 - 1 Day leave on 10th of October compensating again overtime work in Sept	\$ 7,202.18
10/31/2025-10/31/2025	Mohamed bin Zayed Foundation for Humanity	Monthly Retainer media monitoring 01-10-2025 to 31-10-2025	\$ 2,178.35

10/31/2025-10/31/2025	Mohamed bin Zayed Foundation for Humanity	Social Media Advertising Management and event coverage - from 18th Sep 25 to 17th Oct 25	\$ 9,414.57
10/31/2025-10/31/2025	Mohamed bin Zayed Foundation for Humanity	1 month retainer 27 Sep - 26 Oct 2025	\$ 5,445.88
11/12/2025-11/12/2025	Mohamed bin Zayed Foundation for Humanity	Correction - 1 month retainer November 2025	\$ 4,084.41
11/13/2025-11/13/2025	Mohamed bin Zayed Foundation for Humanity	Client meeting with Joanne	\$ 28.59
11/25/2025-11/25/2025	Mohamed bin Zayed Foundation for Humanity	Lunch with Joanne Bladd, Head of Communications at The Mohamed bin Zayed Foundation for Humanity. Also present were Sherri Chua and Meghna George.	\$ 58.00
11/25/2025-11/25/2025	Mohamed bin Zayed Foundation for Humanity	Social Media Advertising Management and event coverage - from 18th Oct 25 to 17th Nov 25	\$ 9,414.57
11/28/2025-11/28/2025	Mohamed bin Zayed Foundation for Humanity	Consultancy services fee for the period from 3rd of November to 28th of November 2025	\$ 5,010.21
11/28/2025-11/28/2025	Mohamed bin Zayed Foundation for Humanity	Lunch with Meghna on break from filming and meeting with The Mohamed bin Zayed Foundation for Humanity. Breakfast ahead of meeting with The Mohamed bin Zayed Foundation for Humanity. Dinner after staffing Goalkeepers Abu Dhabi. Taxi from Goalkeepers Abu Dhabi to W Hotel with Ailsa and France	\$ 136.77
11/30/2025-11/30/2025	Mohamed bin Zayed Foundation for Humanity	Monthly Retainer media monitoring 01-11-2025 to 30-11-2025	\$ 2,178.35
12/05/2025-12/05/2025	Mohamed bin Zayed Foundation for Humanity	Mohamed Bin Zayed Foundation For Humanity Goal Keepers Time Lapse	\$ 3,267.53
12/05/2025-12/05/2025	Mohamed bin Zayed Foundation for Humanity	Social Media Account Management - 18 Nov 2025 ğ 18 Dec 2025	\$ 9,414.57
12/08/2025-12/08/2025	Mohamed bin Zayed Foundation for Humanity	Taxi to Abu Dhabi Finance Week	\$ 6.61
12/10/2025-12/10/2025	Mohamed bin Zayed Foundation for Humanity	Goalkeepers Abu Dhabi Influencer Campaign - 50% advance payment	\$ 58,815.52
12/20/2025-12/20/2025	Mohamed bin Zayed Foundation for Humanity	correction - Goalkeepers & Polio Pledge Influencer Campaign - 50% Remaining Amount Invoice	\$ 58,815.52
12/31/2025-12/31/2025	Mohamed bin Zayed Foundation for Humanity	Monthly Retainer media monitoring 01-12-2025 to 31-12-2025	\$ 2,178.35
12/31/2025-12/31/2025	Mohamed bin Zayed Foundation for Humanity	Meida Training Office of Strategic Affairs 10.00 am to 12.00 Noon on 28.11.25	\$ 544.59
12/31/2025-12/31/2025	Mohamed bin Zayed Foundation for Humanity	1 Month Retainer (5 days a week) - December 2025	\$ 3,377.82
01/09/2026-01/09/2026	Mohamed bin Zayed Foundation for Humanity	1 Month Retainer (5 days a week) - January 2026	\$ 3,424.13
01/16/2026-01/16/2026	Mohamed bin Zayed Foundation for Humanity	Social Media Account Management - 18 Dec 2025 ğ 18 Jan 2026	\$ 9,414.57
01/19/2026-01/19/2026	Mohamed bin Zayed Foundation for Humanity	Goalkeepers post-production	\$ 3,084.75
02/04/2026-02/04/2026	Mohamed bin Zayed Foundation for Humanity	1 Month Retainer (5 days a week) - February 2026	\$ 1,452.23
02/04/2026-02/04/2026	Mohamed bin Zayed Foundation for Humanity	Basic Animation Package (30-45 secs)	\$ 408.44
02/18/2026-02/18/2026	Mohamed bin Zayed Foundation for Humanity	Social Media Account Management - 19 Jan 2026 ğ 18 Feb 2026	\$ 9,414.57
03/03/2026-03/03/2026	Mohamed bin Zayed Foundation for Humanity	Social Media Account Management - 19 Feb 2026 ğ 18 Mar 2026	\$ 8,890.40
03/06/2026-03/06/2026	Mohamed bin Zayed Foundation for Humanity	Meghna George purchased Getty Images for March 2026.	\$ 371.68
03/26/2026-03/26/2026	Mohamed bin Zayed Foundation for Humanity	New category1 month Retainer - March 2026 (Excluding 2 public holidays - Eid)	\$ 1,802.95
03/31/2026-03/31/2026	Mohamed bin Zayed Foundation for Humanity	Website support - Hours completed: 2	\$ 206.94
04/07/2026-04/07/2026	Mohamed bin Zayed Foundation for Humanity	Social Media Account Management - 19 March 2026 to 4 April 2026	\$ 5,162.83
04/14/2026-04/14/2026	Mohamed bin Zayed Foundation for Humanity	Content Producer + Account Manager - 3 Hours	\$ 1,082.37

04/27/2026-04/27/2026	Mohamed bin Zayed Foundation for Humanity	Meghna George purchase of Shutterstock video for World Immunization Day on 27 April 2026.	\$ 418.95
04/30/2026-04/30/2026	Mohamed bin Zayed Foundation for Humanity	Consultancy fees from 9th of April to 30th of April 2026	\$ 2,775.18
04/30/2026-04/30/2026	Mohamed bin Zayed Foundation for Humanity	Social Media Account Management - 5th April 2026 to 30th April 2026	\$ 8,159.29
05/06/2026-05/06/2026	Mohamed bin Zayed Foundation for Humanity	Consultancy fees from 1st of May to 31st of May 2026 - excluding 5 days Eid break	\$ 2,310.14
06/04/2026-06/04/2026	Mohamed bin Zayed Foundation for Humanity	Lunch with Joanne Bladd, head of comms and advocacy at our client the Mohamed bin Zayed Foundation for Humanity, Quinn Wikeley (Brunswick partner) and me. Quinn. Networking	\$ 174.95
06/08/2026-06/08/2026	Mohamed bin Zayed Foundation for Humanity	Print poster for a closed-door and invite only event	\$ 300.50
06/10/2026-06/10/2026	Mohamed bin Zayed Foundation for Humanity	Flowers sent to client	\$ 172.91
06/22/2026-06/22/2026	Mohamed bin Zayed Foundation for Humanity	Mohamed bin Zayed Foundation Social Strategy Support (1/4)	\$ 49,661.33
06/30/2026-06/30/2026	Mohamed bin Zayed Foundation for Humanity	1 Month Retainer - June 2026	\$ 3,511.19
07/31/2026-07/31/2026	Mohamed bin Zayed Foundation for Humanity	1 Month Retainer - July 2026 and 2 days in August 2026	\$ 2,587.69
06/28/2025-06/28/2025	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of May 2025, Strategy development and execution support fees for the month of May 2025, Content and Creative support fees for the month of May 2025	197400
06/28/2025-06/28/2025	Mohamed bin Zayed Foundation for Humanity	Beginnings Fund Paid Media - Paid Media Instagram, X, LinkedIn	5718.18
07/16/2025-07/16/2025	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of June 2025, Strategy development and execution support fees for the month of June 2025, Content and Creative support fees for the month of June 2025	197400
08/21/2025-08/21/2025	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of July 2025, Strategy development and execution support fees for the month of July 2025, Content and Creative support fees for the month of July 2025	197400
10/01/2025-10/01/2025	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of August 2025, Strategy development and execution support fees for the month of August 2025, Content and Creative support fees for the month of August 2025	197400
10/01/2025-10/01/2025	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of September 2025, Strategy development and execution support fees for the month of September 2025, Content and Creative support fees for the month of September 2025	197400
11/06/2025-11/06/2025	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of October 2025, Strategy development and execution support fees for the month of October 2025, Content and Creative support fees for the month of October 2025	197400
02/12/2026-02/12/2026	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the period from 1st of Nov to 11th of Nov 2025, Strategy development and execution support fees for the period from 1st of Nov to 11th of Nov 2025, Content and Creative support fees for the period from 1st of Nov to 11th of Nov 2025	72380.01
02/12/2026-02/12/2026	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the period from 12th of Nov to 30th of Nov 2025, Content and Creative support fees for the period from 12th of Nov to 30th of Nov 2025	104139
02/12/2026-02/12/2026	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of December 2025, Content and Creative support fees for the month of December 2025	161820

02/23/2026-02/23/2026	Mohamed bin Zayed Foundation for Humanity	Goalkeepers Abu Dhabi Influencer Campaign	117631.04
03/31/2026-03/31/2026	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the month of January 2026, Content and Creative support fees for the month of January 2026	126063
03/31/2026-03/31/2026	Mohamed bin Zayed Foundation for Humanity	Retainer: Execution support fees and forums fees for the period from 24th of January to 23rd of February 2026, Content and Creative support fees for the the period from 24th of January to 23rd of February 2026	169911

Engagement Letter No: BG/2024/10/3


Global Institute for Disease Elimination (GLIDE) on behalf of Reaching the Last Mile (RLM)
Mr Simon Bland

Chief Executive Officer

Al Maqam Tower, Abu Dhabi Global Market, Al Maryah Island

Abu Dhabi, United Arab Emirates

12 November 2024

Dear Mr Bland,

Thank you for the opportunity to support you as you seek to build the profile and reputation of 'Reaching the Last Mile' (RLM). Please find below a detailed budget proposal with a breakdown of different scope elements and associated fees.

Kindly note our proposal is submitted on the basis that the work will not be United States (US) Foreign Agents Registration Act (FARA) registrable (i.e., any proactive media and stakeholder engagement in the US must exclude any activities that would be deemed as requiring registration under the Act).

I am writing to clarify how we would work with you in this regard.

Services

Brunswick's support will include the following services:

- Strategy Development
- Content and Collateral Development
- Creative Campaigns
- Media and Stakeholder Engagement
- Social and Digital Strategy and Execution
- Horizon Scanning and Issues Management

The Services are more fully described in Schedule A of this Engagement Letter.

Commercial Terms

The Services shall be performed in accordance with the terms set out in this Engagement Letter (including all the Schedules to it) and the Terms and Conditions dated 31 October 2024 agreed between Brunswick and the Global Institute for Disease Elimination (GLIDE) on behalf of RLM, save to the extent varied by Schedule A. Our fees for the Services shall be as set forth in Schedule A along with all other commercial terms specific to the performance of the Services.

Further, in the course of performing the services, Brunswick shall not undertake, and RLM shall not request Brunswick to undertake, any activities that would trigger a requirement for Brunswick to make a registration pursuant to the US FARA. Specifically, and consistent with the scope of work set forth in this agreement, (i) Brunswick's obligations to perform the services extend only to, and Brunswick will only engage in, activities that are directly in furtherance of bona fide commercial or financial operations of RLM; (ii) Brunswick will not be directed by a foreign government or a foreign political party; (iii) Brunswick will not directly promote the public or political interests of a foreign government

برونسيك منطقة حرة - ذ.م.م
الطابق 6، البرج 4، المنطقة الإبداعية - ياس، جزيرة ياس، ص.ب. 77800
أبوظبي، الإمارات العربية المتحدة
هاتف +971 2 245 1400

Brunswick FZ LLC
Level 6, Tower 4, Yas Creative Hub, Yas Island, PO Box 77800, Abu Dhabi, UAE
Telephone +971 2 245 1400, www.brunswickgroup.com
Registered in England Number OC306588,
Registered & Licensed by DED and MZA, A Limited Liability Company

BRUNSWICK



or of a foreign political party; (iv) the Services will not comprise or consist of rendering support for any communications with government officials; and (v) Brunswick's obligations to perform the Services do not extend to, and Brunswick will not engage in any activity that Brunswick believes will, or intends to, in any way influence any agency or official of the Government of the US or any section of the public within the US with reference to formulating, adopting, or changing the domestic or foreign policies of the US or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Amendment

We shall agree in writing to an Amendment and associated fees if there is either a material change in the level of support or additional Services requested outside of the original Scope of Work.

Personnel

Delivery of the Services will be led by:

- Rebecca Jarvest, Partner – Head of Brunswick Abu Dhabi
- Simon Pluckrose, Partner

Rebecca and Simon will be supported by a team of advisors in the United Arab Emirates (UAE) and from across the US, Europe, Africa, and Asia.

Conclusion

So that we may begin working with you as quickly as possible, please confirm your acceptance of this Engagement Letter by signing and returning a copy of the enclosed to us as soon as reasonably practicable. Please do not hesitate to contact me if you would like to discuss this further.

Thank you for inviting us to work with you. We look forward to supporting RLM going forward.

Yours sincerely

Rebecca Jarvest

Partner, Head of Brunswick Abu Dhabi



We hereby agree to the terms of this letter

For and on behalf of GLIDE, on behalf of RLM

Mr Simon Bland

Chief Executive Officer

Global Institute for Disease Elimination (GLIDE) on behalf of Reaching the Last Mile (RLM)



Schedule A

Engagement Letter Number	Engagement Letter No: BG/2024/10/3
Client	Global Institute for Disease Elimination
Service Provider	Brunswick FZ LLC
Type of Services	Retainer
Effective Date	12 th November 2024
Term	12 months
Scope of Work	1. Strategy development (Nov-Dec) 1.1 Devise, design and deliver an integrated communications and public relations strategy that strengthens RLM's influence and visibility among key audiences and markets, in line with the goals above. ▪ Agreed positioning, aims, audiences, channels, narratives, and key messaging, supported by mutually-agreed KPIs, and informed by a comms and content audit and stakeholder map. ▪ Planned engagement across earned and owned media (including an SEO optimisation plan and identification of paid opportunities, where relevant to advancing RLM's goals), supported by a content calendar. ▪ Proposed plan to engage and promote RLM leadership and spokespeople (to include target platforms, high-level participation opportunities, etc. ▪ Identification of strategic opportunities and/or partnerships to better promote RLM. ▪ Proactive reputational management, including monitoring perceptions and shifts in opinion, and devising approaches to mitigate risk. Digital Strategy ▪ An integrated, multi-channel digital strategy that includes content development approach and audience identification and targeting. Backed by RLM and peer audit data, best practice, and supported by KPIs. 1.2 Core collateral development (Nov-Dec) Development of core messaging and briefing documents, to include (but not limited to): ▪ Media materials (briefings, FAQs, media toolkits, spokesperson bios).



- Partner briefings (to include key messaging, talking points, and toolkits for relevant partners, and UAE embassies in our priority countries).
- Ongoing creation of briefing materials, talking points, and background context as needed.

1.3 Content and creative

In line with the agreed strategy, develop and deliver targeted content and creative assets. To include:

- Ideation and delivery of compelling stories and creative that capture RLM's purpose, work, and impact, and bring our programs to life.
- All creative needed to support social/digital posting, including video editing of existing or stock footage, and campaigns using stock or existing assets.
- Supporting stock or editorial photography/footage.
- In partnership with RLM, commissioning of bespoke, new creative projects (video, photography, VR, immersive experiences) across our program portfolio. Commissioning will be funded on a case-by-case basis, but agency engagement will include co-ideation, identification of potential vendors, liaison, and project oversight.
- Planned campaigns as needed in support of key calendar dates, announcements, and milestone moments: e.g., Ramadan; World NTD Day; the RLM Forum, UNGA, etc.
- Supporting the RLM team in ongoing liaison with grantees and partners to identify story and content opportunities, and to bring these to fruition.
- Photography and video-capture within the UAE, to include RLM led or co-hosted events. Assignments outside the UAE will be priced on a case-by-case basis, as noted above.
- Support with copy creation for RLM's annual report, up to 20 pages, dual language, limited to three editing rounds. Design and layout (whether print or digital) – to be scoped and costed separately.

2. Retainer: Execution support and RLM forum

2.1 PR and media engagement

Propose and execute a media engagement plan to support high-level and strategic coverage in influential media outlets and markets. To include:

- Provision of media training for two senior RLM staff members
- Mapping of recommended media, groups and channels for distribution, expanding RLM's footprint to new audiences and platforms.
- Cultivating ties with key newsmakers, including proactive and reactive engagement.
- Ongoing media outreach and pitching, as opposed to announcement-led engagement with media outlets, journalists, and other media stakeholders.
- Support for RLM press announcements, including producing and pitching PRs and all supporting materials, media briefings, and acting as RLM's virtual press office.



- Organization and management of press conferences, trips, and media events as required. Engagement spans media and spokesperson liaison and management, agenda ideation - including with relevant partners - and schedule development. Does not include travel, logistics, or event management.
- Content capture press conferences, trips, and media events as required for RLM's use/ social sharing.
- Identify and cultivate unpaid relationships with relevant social influencers, thought leaders, and content creators, to find opportunities to grow RLM's share of voice. (Note: does not include any paid engagement with influencers, which would be subject to a separate scope and fee on an ad-hoc basis as needs arise).

2.2 Advocacy and Promotion

- In partnership with RLM, establish and maintain a calendar of relevant annual days, milestones, and events (global, regional, and domestic).
- Utilizing your network in global health and within the UAE, proactively seek out speaking and other engagement opportunities for RLM's consideration.
- In partnership with the RLM team, explore platforms and opportunities to harness and engage UAE leadership, with the goal of driving awareness of RLM's work and impact.
- Social listening and horizon scanning to inform RLM's priorities and positioning, and to track coverage and engagement.

2.3 Social and Digital

Reimagine RLM's social feeds to define and tell the RLM story, and to significantly expand reach, audience, and engagement. (RLM channels currently span Instagram, Twitter, and Facebook, with LinkedIn planned: existing channels are all @RLMglobalhealth). Process to span ideation, dual-language content creation (including copywriting) and posting to channels.

Strategy

- Ongoing strategic advisory across all digital activities.
- Proactive development of new ways to engage audiences: e.g. LinkedIn newsletters.

Social Media Management

- Ideation, development, and delivery of a content calendar, including messaging and creative, that supports RLM's strategic communication goals. The content calendar should also consider the organization's website in addition to social channels, in terms of content development.
- Scheduling and posting of content, and community management.
- Launch of Arabic channels to address the need for increased visibility within the UAE.
- Devise, develop, and deliver paid media plans as required, including monthly social media content calendar and the paid media management of the monthly content, in support of specific campaigns (note: approved paid digital media campaigns will be subject to a separate scope and fee as per agreed deliverables for



	each. The cost of paid digital media will be subject to an 8% commission fee for spend beyond an annual paid digital media budget of USD250,000.) ○ Use of monitoring tools to track metrics, identify and refine tactics, and inform reporting. ○ Active management of feeds during media events, conferences, and other 'live' events. 2.4 Overall project management: The appointed company would be requested to: ▪ Design a project delivery plan with detailed tasks, milestones, and deadlines. ▪ Deliver regular status updates to the team: monthly reporting on contracted activities against agreed KPIs, with increased or bespoke frequency related to milestone events or announcements. ▪ Participate in a weekly meeting with the RLM team, supplemented by adhoc calls with the team and relevant partners as needed.
Sensitive Personal Information provided to or provided by Brunswick	No
Client U.S. Headquarters Address if any	No
Brunswick Relationship Manager	Name: Rebecca Jarvest Title: Partner, Head of Brunswick Abu Dhabi Email: rjarvest@brunswickgroup.com
Fees (currency, total and structure)	USD 2,256,000 per annum ▪ Strategy development (Nov-Dec): USD 350,000 ○ Digital Strategy: <i>(included in the strategy fee)</i> ▪ Core collateral development (Nov-Dec): <i>(Included in Option 1 fee)</i> ▪ Content and creative: USD 466,000 <i>(Fee is based on our expectation of creative requirements and may go up or down depending on the requirements of the final agreed strategy.)</i> ▪ Retainer: Execution support and RLM forum: USD 1,440,000 Included in the monthly retainer ○ PR and media engagement ○ Advocacy and Promotion ○ Social and Digital ○ Overall project management ▪ Travel expenses (excluded from retained fee): USD 100,000



Invoicing (timing) and Payment terms	Monthly in advance due for payment in full within thirty (30) days from the date of the invoice. In the event Client requires and Brunswick does not receive a purchase order within thirty (30) days from the Effective Date, payment in full is due upon Client's receipt of the invoice.
Expense reimbursement policy	Client will reimburse Brunswick for all out-of-pocket expenses and disbursements properly incurred in connection with the performance of the Services plus expenses administrative mark-up as set out below.
Expenses handling charge	10%
Brunswick Bank Account Details for receipt of payment	Title of Account: Brunswick FZ LLC
Invoicing Details for Client	Ruba Bisharat Head of Administration GLOBAL INSTITUTE FOR DISEASE ELIMINATION (GLIDE) LIMITED PO BOX 764641, Abu Dhabi, UAE Email: rbisharat@glideae.org
Client Finance Contact Details	Zahi Albisharat, CPA, DipIFR Head of Finance Global Institute for Disease Elimination (GLIDE) Mobile: +971 50 706 0626 Email: zalbisharat@glideae.org Copy to Joanne Bladd at Joanne.Bladd@oda.gov.ae
Brunswick Details for receipt of legal notices (if different from Relationship Manager)	Name: Kavi Reddy Title: Partner, General Counsel Email: kreddy@brunswickgroup.com
Client Representative	Simon Bland, CEO GLOBAL INSTITUTE FOR DISEASE ELIMINATION (GLIDE) LIMITED PO BOX 764641, Abu Dhabi, UAE Email: sbland@glideae.org



Client Details for receipt of legal notices (if not to Client Representative)	xx
Permission to disclose you as a client in Brunswick's credentials	No
Termination without cause notice period	30 days
Governing law	Laws of Abu Dhabi
Jurisdiction	Courts of Abu Dhabi

Schedule B
Excluded Services

Where Services are not specifically included in this Scope of Work then they are deemed to be excluded:

1. Acquisitions and divestments
2. Defense projects/Activist work
3. Crisis management including unplanned board changes
4. Internal communication programs
5. Investor Relations: Buy-side projects including
 - buy-side audit
 - roadshow support
6. Product launches and associated marketing activity
7. Public affairs
8. Secondments
9. Financial calendar announcements and scheduled trading updates
10. CEO appointments
11. Events management
12. Opinion/perception research
13. Liaison with other agencies
14. Monitoring and market intelligence including governmental, regulatory, and political monitoring
15. Political contact program



16. Working with think tanks and NGOs
17. Media training
18. Presentation training
19. Speech writing
20. Sponsorship
21. Advertising copy and advice
22. Measurement and evaluation (media evaluation)
23. Online and video campaigns



Schedule C

Biographies

Core team

Rebecca Jarvest
Partner, Head of Brunswick Abu Dhabi

Rebecca Jarvest is a strategic communications expert with extensive stakeholder engagement, corporate positioning and crisis management experience.

Most recently, Rebecca was Director of Communications and Strategic Partnerships at the Abu Dhabi Government Media Office (ADGMO). There, she was responsible for engaging a range of stakeholders on critical issues and priorities for the Abu Dhabi ecosystem through strategic, creative and digital communications. This included spearheading the national vaccination campaign, launching Abu Dhabi's first multi-stakeholder, global foreign direct investment campaign and advising on participation at global events including Davos and COP26. She also advised on Abu Dhabi's narrative and positioning, policy communications and crisis communications.

Prior to this, Rebecca was Head of PR for Special Olympics World Games Abu Dhabi in 2019 and, before that, a Director at communications agency, TRACCS, where she was responsible for generating new business and running client teams in the travel and tourism, arts and culture, retail and technology sectors. Rebecca started her career in the arts sector at a public exhibition and education space in Dubai.

Rebecca received a B.A. in Modern and Medieval Languages from Cambridge University, and a Masters in Christianity and the Arts from King's College London



Simon Pluckrose
Partner

With some 25-plus years of experience in journalism and corporate communications, both in the Middle East and the UK, Simon is an experienced storyteller with a deep understanding of media and a natural empathy with audiences.

He joined Brunswick's Gulf team in 2017 and has since become an integral part of the firm's Technology, Media and Telecoms (TMT) practice in the Middle East and Africa, as well as working with clients in numerous other sectors, including banking, education, transport & logistics, international development, and tourism and culture.

He has worked with clients across Asia and Africa on a range of critical issues, from crisis response and reputation management to strategy development, stakeholder engagement and financial reporting. Before joining Brunswick, Simon spent more than 20 years working as a journalist in the UK and the United Arab Emirates, including eight years with the Daily Mail and General Trust (DMGT), as well as stints with Newsquest and Johnston Press. His last position was Deputy Editor of the UAE daily newspaper 7DAYS, which was owned by DMGT.

Simon regularly lectures on journalism and communications and has helped develop several journalism training programmes during his career.

He holds a Bachelor Degree in Business Economics and French (Joint Hons) from the University of Southampton in the UK, as well as an NCE in Newspaper Journalism from the National Council for the Training of Journalists.



Schedule D
Terms & Conditions

Effective Date: 31 October 2024

PARTIES

Brunswick FZ LLC with its registered offices at Level 6, Tower 4, Yas Creative Hub, Yas Island, PO Box 77800, Abu Dhabi, United Arab Emirates ("**Brunswick**"); and **Global Institute for Disease Elimination (GLIDE)** on behalf of **Reaching the Last Mile (RLM)** ("**Client**")

These Terms and Conditions (the "**Terms**") apply to the provision of services ("**Services**") by Brunswick to the Client or an Affiliate of the Client as identified in any relevant letter of engagement (each, an "**Engagement Letter**"). The Terms become effective on the Effective Date as written above. Each Engagement Letter commences on the date as stated within such Engagement Letter or the date that Brunswick begins providing services to Client, whichever is first. Brunswick may perform Services for the Client or an Affiliate of the Client (as the case may be) either itself or through its Affiliates under an Engagement Letter. The Services are specifically described in the relevant Engagement Letter.

Brunswick and the Client are each described as a "**Party**" and together, the "**Parties**." For any Engagement Letter involving a litigation retention, the retaining law firm will be described as "**Firm**."

"**Affiliate**" means any person or entity that directly or indirectly controls, is controlled by, or is under common control with, another person or Affiliate. An entity that otherwise qualifies under this definition will be included within the meaning of "Affiliate" even though it qualifies after the execution of these Terms.

Each Engagement Letter shall incorporate these Terms by reference and these Terms shall apply to the provision of the Services under each Engagement Letter, as if they had been signed by the Affiliate of Brunswick or the Affiliate of the Client. The Terms and the relevant Engagement Letter and any amendments thereto shall together comprise the entire contract ("**Contract**") and all other contracts or other documents are hereby specifically excluded, including, without limitation, any prior confidentiality or non-disclosure agreement entered into between the Parties. The Parties shall be able to vary the Terms in the relevant Engagement Letter and in the event of any conflict between the Terms and the terms set out in the relevant Engagement Letter, the Engagement Letter shall prevail.

Notwithstanding the term of any Engagement Letter, these Terms shall continue until terminated by either Party in accordance with its provisions.

Headings in these Terms are for ease of reference only and do not affect interpretation.

1. Performance

- 1.1 **Standard of Performance** – Brunswick will perform the Services with reasonable skill and care and in a professional manner, consistent with the applicable standards in Brunswick's profession. Brunswick will use commercially reasonable efforts within its control to perform the Services in accordance with any timetable for performance set out in the Engagement Letter.
- 1.2 **Assistance** – The Client will promptly provide to Brunswick all information and materials in the Client's possession reasonably required to enable Brunswick to provide the Services in a timely manner or otherwise in accordance with prescribed deadlines as set out in the relevant Engagement Letter. The Client will promptly liaise with its own internal stakeholders and any applicable third parties in order to assist Brunswick in meeting any prescribed deadlines set out in the relevant Engagement Letter.



- 1.3 Accuracy of Information** – The Client agrees that all information disclosed or to be disclosed to Brunswick, either directly by the Client or at the Client's direction, is, or will be, true, accurate and not misleading. The Client shall promptly inform Brunswick upon the discovery of any information that subsequently becomes untrue, inaccurate, or misleading.
- 1.4 Consents** – Each Party represents and warrants to the other Party that it has and will maintain all necessary consents and authorizations which are required for its performance or authorization of obligations under these Terms and any Engagement Letter.
- 1.5 Compliance** – Each Party represents and warrants to the other that it is in compliance with, and will comply with, all relevant laws and regulations as applicable to such Party in connection with the receipt or performance of the Services, as the case may be, pursuant to these Terms and any Engagement Letter.
- 1.6 Hosting** – The Services may involve the management and maintenance of a website on behalf of the Client by Brunswick or an Affiliate ("**Hosting**"). If applicable, these Hosting services are provided based on separate terms of service, which shall apply to the relevant Engagement Letter and are incorporated here by reference ("**Hosting Terms**"). The Hosting Terms are available upon request.

2. Ownership and Use of Deliverables and IP

2.1 IP Definitions

- (i) "**Background IP**" means: all materials or software developed or created by Brunswick prior to or independently of the performance of the Services or applicable to more than one client. Brunswick will grant the Client a royalty-free, non-exclusive, non-transferable, worldwide license to use Background IP (excluding Third-Party IP) to the extent it is necessary for the use of the Deliverables and for the Client's own internal business use as outlined in the relevant Engagement Letter. The Client agrees not to provide any Background IP to any third party without Brunswick's prior written permission.
- (ii) "**Third-Party IP**" means: any intellectual property rights not owned by Brunswick, including without limitation, music, photographs, graphics, artwork, web design tools, where such intellectual property has been incorporated into the Deliverables or are strictly necessary for Client's use of the Deliverables as set forth in the applicable Engagement Letter. To the extent any Third-Party IP has been incorporated into the Deliverables, where practicable and after discussion with the Client, Brunswick will secure for the Client a royalty-free, non-exclusive, non-transferable, worldwide license to use such Third-Party IP. Brunswick will inform the Client where it has not been possible to secure such Third-Party IP on such terms. In certain circumstances it may be necessary for the Client to (1) enter into a license agreement directly for the use of such Third-Party IP, or (2) pay the fees and perform the obligations under any license that Brunswick enters into on the Client's behalf. The Client's use of such Third-Party IP will in any case thereafter be subject to the terms of the license for use of such Third-Party IP, whether entered into by Brunswick or the Client directly. The Client is solely responsible for securing the necessary licenses for any Third-Party IP which the Client sources and requests Brunswick to incorporate into the Deliverables. If requested by the Client, Brunswick may assist in negotiating such licenses for the Third-Party IP.
- (iii) "**IP Rights**" means: all intellectual property rights which includes, without limitation, moral and financial rights in the following (without limitation): patents, inventions (whether patentable or not) trademarks, copyrights, service marks, brands, images (whether electronic or otherwise) logos, domain names, database rights, design rights and rights in know-how, trade secrets, business methods, processes, formulations, technical data and any other intellectual property rights or proprietary rights in each case, whether registered or unregistered and including applications for the grant of any such rights and any and all



forms of protection having equivalent or similar effect anywhere in the world and any rights under licenses in relation to such rights.

- (iv) **"Media Content"** means: Brunswick may provide the Client with content such as news articles or video clips ("Media Content") from external media and information providers. Brunswick will identify any Media Content it provides to the Client and will notify the Client if any Media Content comprises any part of the Deliverables. Brunswick, where permitted under its relevant supply agreements, is authorized to share certain content specifically in connection with the Services and on a restricted basis, otherwise Client will need to secure its own license for the use of such Media Content. The individuals employed by or working on behalf of the Client to whom such Media Content is sent may not share this Media Content with or transfer this Media Content to, any other individual employed or engaged by the Client or any third parties.

2.2 Rights in Deliverables – Brunswick hereby assigns to Client all IP Rights as to any final materials developed and designed by Brunswick specifically for the Client and delivered to the Client as a result of the performance of the Services ("**Deliverables**") (as specified in the relevant Engagement Letter), except for any Background IP, Media Content, Client provided or sourced material, or Third-Party IP. Should Client seek to use any Deliverables in ways that have not been set forth in any relevant Engagement Letter, the Parties shall negotiate any reasonable additional payment(s) to Brunswick for the additional uses and Brunswick shall apprise Client of any restrictions or issues relating to Third-Party IP. Unless otherwise stated to the contrary in the Engagement Letter, Brunswick shall retain all IP Rights in any drafts, designs or other development work proposed to Client by Brunswick in connection with the performance of the Services, but which do not relate to the production of the Deliverables.

2.3 Use of Client Materials – Brunswick will assert no rights of ownership in any information the Client provides to Brunswick in connection with the Services, but the Client will allow Brunswick to use and adapt such information as necessary to provide the Services. The Client hereby grants to Brunswick the right to use the Deliverables for its own internal knowhow and training purposes, subject always to the confidentiality obligations of these Terms.

Brunswick may disclose Client as a client in its credentials as specified in a related Engagement Letter. Brunswick may:

- (i) include Client's logo in marketing materials;
- (ii) include a case study outlining the nature of the Services in its marketing materials and in connection with pitching and making proposals to other current and prospective clients; and
- (iii) subject to Client's prior written approval, reproduce, publish, and display the Deliverables for the purposes of creative excellence or professional advancement and be credited with authorship of the Deliverables in connection with such uses and include a link to Client's website.

2.4 Advisory Services – Notwithstanding the above, where the Services consist of providing advice to the Client (oral or written), such advice is personal to the Client. Such advice may not be (except as otherwise provided for in the Engagement Letter as part of the Services):

- (i) attributed to Brunswick;
- (ii) disclosed to a third party;
- (iii) relied on by such third party; or
- (iv) cited in any public document or communication without Brunswick's prior written consent. While such consent will not be unreasonably withheld by Brunswick, it may be subject to certain restrictions.



- 2.5 Publication** – The Client is solely liable for the release and contents of any material (including, without limitation, a Client website where this forms part of the Deliverables), any public document or any other communication into the public domain (including without limitation, any Deliverables), notwithstanding the fact that Brunswick reserves the right to approve any such material containing its advice or citation prior to its publication. Unless otherwise stated to the contrary in the Engagement Letter, the Client shall be required to provide its approval or sign off to Brunswick prior to the issuance of any such content, the publication of any such document, release of Deliverables, or the issuance of any communication into the public domain. Where applicable, the precise details in respect of the form of any such approval or sign off will be included in the Engagement Letter.
- 2.6 Third-Party Contracts** – Client's written approval or sign off in respect of elements of certain Services (including without limitation, cost estimates or quotations) will be deemed to provide Brunswick with the requisite authorization to enter into further contracts with third parties for the completion and/or publication of Deliverables as necessary.
- 2.7 Correction** – If Client approves the presentation of Deliverables and thereafter requests changes to such presentation, Client shall pay any third-party costs arising from those changes.

3. Fees and Payment

- 3.1 Fees** – The fees ("Fees") are set out in the relevant Engagement Letter. An Engagement Letter may specify any applicable change in Fees as agreed upon by the Parties and/or a percentage rate by which any fixed fees shall be automatically increased following a twelve-month period or other period of time. Brunswick may from time to time change its fee structure; in the event it does so, it shall provide Client with written notice of such changes.
- 3.2 Estimates** – In respect of certain Services, Brunswick will only be able to provide a good faith estimate of Fees or timing for the performance of the Services in the Engagement Letter. Under those circumstances, Brunswick will inform the Client, as soon as practicable, where it reasonably believes that the actual Fees will be in excess of those previously estimated or where a variation to the timeline as set out in the Engagement Letter will be required. The Parties will then agree and document any such variation. The Client will be liable to pay the full amount of the Fees and Expenses (as defined below) actually incurred.
- 3.3 Expenses** – The Fees exclude all reasonable costs, expenses, disbursements, third-party license fees incurred in connection with Clause 3.1 and other charges properly incurred in the performance of the Services ("**Expenses**") and such Expenses are subject to a standard administration charge as set out in the Engagement Letter. Further clarification in respect of specific Expenses excluded from the Fees shall be provided in the relevant Engagement Letter.
- 3.4 Taxes** – All Fees and Expenses exclude value-added, indirect or sales taxes, levies, customs, duties, and other taxes of a similar nature ("**Taxes**"). The Client will pay all such Taxes. Brunswick will be responsible for the payment of any taxes levied on its income or profits.
- 3.5 Withholding** – Where the Fees or Expenses are paid subject to any deduction or withholding, Brunswick reserves the right to charge the Client an additional amount which will, after any deduction or withholding has been made, leave Brunswick with the same amount it would have received in the absence of any such deduction or withholding.
- 3.6 Invoices** – Invoices will be issued periodically as set out in each Engagement Letter. Unless otherwise stated in the Engagement Letter, all invoices are due for payment in full within thirty (30) days from the date of the invoice. If Client requires Brunswick to submit invoices through a payment system for which Brunswick is charged a fee, Brunswick reserves the right to include the amount of such fee in the invoices as part of the Expenses.



- 3.7 Dispute** – Undisputed portions of an invoice will be paid in accordance with Clause 3.6 above. The Client shall promptly advise Brunswick if there is any dispute in relation to any invoice and the parties shall work in good faith to resolve such dispute within fifteen (15) days.
- 3.8 Late and Non-Payment** – In the event of late payment, in addition to any other rights Brunswick reserves in these Terms, Brunswick reserves the right to (i) suspend the Services until payment is made in full and (ii) claim interest at the rate of 3% (three percent) per annum on any overdue amount. Should Brunswick use any third-party service or other means to collect payment(s) due under this Contract, Client agrees to pay any such fees, including reasonable attorney's fees, associated with such collection.
- 3.9 Exchange Rate** – Fees shall be paid in the currency stated in the Engagement Letter. Expenses shall be reimbursed in the currency in which they are submitted to the Client for reimbursement or as otherwise agreed to by the Parties.
- 3.10 Payment of Fees by a Third Party** – Where arrangements are made for a party other than the Client to pay the Fees, Expenses and/or Taxes in connection with the Services, the Client shall remain liable for the payment of such Fees, Expenses and/or Taxes to the extent that such other party does not pay Brunswick in full.

4. Term and Termination

- 4.1 Term** – The Terms shall commence on the Effective Date and shall continue until terminated by either Party in accordance herewith. Termination of the Terms does not terminate any Engagement Letter, which shall continue and incorporate the terms of the Terms by reference.
- 4.2 Termination Without Cause** – These Terms may be terminated by either Party without cause by giving to the other not less than the period of written notice as set out in the Engagement Letter. Where the Services comprise the provision of periodic advice and support, invoiced at a standard rate on a monthly basis ("**Retainer**"), the relevant Engagement Letter may be terminated by either Party without cause upon the requisite written notice as set out in the Engagement Letter.
- 4.3 Termination for Cause** – Either Party may terminate these Terms and any or all Engagement Letter(s) on written notice with immediate effect if:
- (i) the other Party commits a material breach of contract, which if capable of being remedied, is not remedied within thirty (30) days of a written request to remedy the same; or
 - (ii) if a receiver, liquidator or administrator or any similar official in any jurisdiction is appointed in respect of the other Party's business or if the other Party is or becomes insolvent or subject to any bankruptcy, winding up or reorganization proceedings.
- Brunswick may decide to terminate these Terms or any Engagement Letter immediately if, in its reasonable opinion, the performance of the Services or its association with the Client may impact (i) its reputation or (ii) the safety of its people.
- 4.4 Payment on Termination or Cancellation** – Upon termination of the Services or where the Client wishes to cancel or amend a portion of the Services without terminating the Engagement Letter in its entirety, Client shall pay Brunswick for (i) all Services provided up to the date of termination, (ii) any Expenses and (iii) any committed, non-refundable costs and Expenses Brunswick has reasonably incurred in connection with the Services. Where the Services provided up to the date of termination involve the creation of Deliverables to an agreed timeline where amounts are to be invoiced and paid upon the achievement of certain milestones by Brunswick or the occurrence of certain events and termination is effected by the Client prior to the next such milestone or occurrence, the Client will pay Brunswick on a pro-rated basis in respect of



the time spent performing the Services, as a proportion of the total time agreed for performance irrespective as to the status of the creation of the Deliverables at the date of termination or as otherwise agreed to by the Parties in the relevant Engagement Letter. Brunswick will use commercially reasonable efforts to mitigate against the incurrence of any such costs, charges, and Expenses.

5. Confidentiality and Data Protection

- 5.1 General** – Neither Party will disclose to any third party without the other Party's prior written consent any confidential information which relates to the business or affairs of the other Party which is disclosed to it in connection with the Services ("Confidential Information"). Confidential Information shall only be used in connection with the Services. Neither Party shall publish or communicate to any person or entity any disparaging remarks, allegations, accusations, comments, or statements concerning the other Party or related to this Contract.
- 5.2 Exclusion** – Confidential Information excludes information which:
- (i) is or becomes generally available to the public other than as a result of breach of an obligation under this Clause 5; or
 - (ii) is acquired by the receiving Party from a third party who owes no obligation of confidentiality directly or indirectly to such Party; or
 - (iii) is or has been independently developed by the receiving Party or was known to it prior to receipt and was free of any restriction as to its use or disclosure.
- 5.3 Permitted Disclosure** – Confidential Information may only be disclosed as set forth in this Clause 5.3 by a Party,:
- (i) to its other Affiliates to the extent necessary to perform the Services and for internal quality reviews;
 - (ii) to its respective insurers, representatives, or legal advisors; or
 - (iii) to a third party to the extent that it is legally required by any court of competent jurisdiction, or by a governmental or regulatory authority, provided that, where prior notification is permitted, the other Party receives not less than two (2) business days' written notice of such disclosure
- provided that the individual or entity to whom it discloses such Confidential information, agrees to be bound by confidentiality obligations no less stringent than those set out in these Terms.
- 5.4 Retention** – With respect to Confidential Information Client provides to Brunswick in connection with the Services, Brunswick may store, delete and/or destroy, or if it electronically archived or backed up and not able to be practicably deleted, retain as part of its internal records, some or all of the Confidential Information from time to time in accordance with its then-current document retention policies.
- 5.5 Prior Agreement** – Where the Parties have previously entered into a confidentiality or non-disclosure agreement, this Contract shall override the terms of such agreement to the extent there is a conflict between them.
- 5.6 Data Protection** - Each Party shall comply with any applicable obligations under relevant Data Protection Legislation and shall ensure that it makes any necessary notification(s) to any relevant Regulator. Where GDPR applies, the Parties agree that they are each a controller in relation to Personal Data provided to Brunswick by Client. Each Party shall maintain robust and effective processes, procedures, and arrangements in relation to its processing of Personal Data transferred and/or made available by or on behalf of the other Party to ensure compliance with Data Protection Legislation. Each Party shall notify the other Party promptly (and in any event within forty-eight (48) hours) following its (or any of its Personnel's) receipt of any Data Subject



Request or Regulatory Correspondence which relates to any Personal Data transferred and/or made available by or on behalf of the other Party and shall (and shall ensure that its Personnel shall): (i) save as required by law, not disclose any Personal Data transferred and/or made available by or on behalf of the other Party in response to any Data Subject Request or Regulatory Correspondence that may have Material Adverse Impact without the other Party's prior written consent; and (ii) at no additional cost, provide the other Party with all reasonable co-operation and assistance required by it in relation to any such Data Subject Request or Regulatory Correspondence. Client agrees not to transmit any protected health information to Brunswick and Client affirmatively agrees that it must notify Brunswick in advance prior to the transmittal of any protected health information to Brunswick.

With the respect to the above clause, the following definitions apply:

"CCPA" means the California Consumer Privacy Act of 2018 (AB-375), a statute governing privacy rights and consumer protections for certain residents in the United States;

"Data Protection Legislation" means: (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a Party is subject, including, without limitation the GDPR and/or the CCPA (if applicable);

"Data Subject Request" means an actual or purported subject access request or notice or complaint from (or on behalf of) a data subject exercising his rights under the Data Protection Legislation;

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data;

"Material Adverse Impact" means a materially detrimental effect on: (i) the reputation of a Party or any members of its group; or (ii) a Party's relationship with the data subject, including, in each case, as a result of such Data Subject Request or Regulatory Correspondence resulting in: (i) threatened or actual enforcement action (whether formal or informal) by a Regulator for an infringement of the Data Protection Legislation; or (ii) a prospective or actual claim by a data subject or third party (whether for breach of contract, negligence or any other tort, under statute or otherwise);

"Personal Data" means personal data (including, without limitation, sensitive personal data as defined in the GDPR) that is transferred and/or made available by or on behalf of one of the Parties to or for the other Party (and/or its Personnel) under or in connection with the Services;

"Personnel" means all persons engaged or employed from time to time by a Party in connection with the provision or receipt of the Services, including its officers, employees, consultants, contractors, agents and/or sub-contractors (of any tier);

"Regulator" means any regulatory or supervisory body to which each of the parties are subject from time to time with respect to the processing of personal data; and

"Regulatory Correspondence" means any correspondence or communication (whether written or verbal) from a Regulator in relation to the processing of Personal Data.

6. Liability and Indemnity

- 6.1 Limitation of Exclusion** – Neither Party excludes or limits its liability to the other for death or personal injury caused by its negligence, or any other liability which cannot lawfully be excluded or limited.
- 6.2 Third-Party Sites** – In the course of the provision of the Services, the Client may direct or confirm that Brunswick should transfer data to certain third-party websites, applications or



services ("**Third-Party Sites**") outside of the control of the Client or not hosted by Client, to facilitate collaboration between the Client and Brunswick. The Client hereby disclaims and releases Brunswick from any and all liability for any damage to, or corruption or loss of data or other information or materials, and/or use or disclosure of data by unauthorized parties caused by or related to the use of such Third-Party Sites.

- 6.3 Consequential Loss** – Neither Party shall be liable for any special, incidental, indirect, or consequential damages, loss of profits, business, contracts, revenue, goodwill and/or similar losses or loss of anticipated benefits.
- 6.4 Financial Limitation** – Brunswick's liability to the Client (and in the event of a litigation retention, the Firm) in contract, tort (including negligence or breach of statutory duty), misrepresentation, or otherwise arising in connection with the performance of any Engagement Letter entered into by the Parties shall in no circumstances exceed the Fees paid by the Client in respect of such Engagement Letter during a twelve (12) month period.
- 6.5 General Indemnity** – The Client shall indemnify Brunswick, its officers, agents and representatives and any other Affiliates, its officers, agents and representatives ("Indemnified Parties") from and against any and all third party liabilities, losses, expenses or costs or actions, investigations or other proceedings (including legal costs and any amounts paid by Brunswick in settlement or compromise of any such actions, claims or proceedings) ("Losses") which they may incur, suffer or sustain in connection with:
- (i) the Services, save where any such Losses are finally judicially determined to arise from the Indemnified Parties' gross negligence or willful default;
 - (ii) any breach of applicable law or contract by the Client;
 - (iii) the provision of false, inaccurate or misleading information to third parties in written or oral form, either (a) by the Client, its Affiliates or agents directly, or (b) where such information has been provided to Brunswick by the Client and is disseminated by Brunswick in good faith in accordance with any approval by the Client in connection with the provision of Services;
 - (iv) the use of Third-Party Sites;
 - (v) any liability arising from Brunswick's failure to meet any deadline due to Client's failure to provide materials or approval in a timely manner;
 - (vi) any Services performed by a Nominated Subcontractor;
 - (vii) the release by the Client of any public document or issuance of any communication by Client (including advice provided by Brunswick) into the public domain; and
 - (viii) any claims relating to infringement of Third-Party IP or other proprietary rights where (1) the allegedly infringing materials have been sourced, licensed or created by the Client and Brunswick has incorporated such materials into the Deliverables or otherwise used it at the Client's request, or (2) the Client has used Third-Party IP outside the terms of use which Brunswick has communicated to the Client, or (3) the Client has used Media Content in breach of Clause 2.1 above or otherwise outside the terms of use which Brunswick has communicated to the Client, or (4) the Client has failed to clear any new marks, designs, slogans or logos used in the Deliverables prior to public dissemination, or (5) the Client has, or has attempted to, decompile, reverse engineer, create derivative works from or otherwise disassemble or modify any web design tools comprising any Third-Party IP.

In the event that this is a litigation retention, the Client's indemnification obligations shall cover any acts of Firm.



- 6.6 Third-Party IP** – Brunswick will indemnify the Client from and against all Losses which the Client may incur, suffer or sustain in connection with any claims relating to Third-Party IP infringement in connection with the Services excluding those in Clause 6.5 (viii) above.
- 6.7 Cooperation with Subpoenas, Investigations, etc.** – In the event that Brunswick is asked to assist with, cooperate with and/or provide information in any action, claim, proceeding, investigation by regulatory or law enforcement body involving Client and in which Brunswick is not a party, Client shall reimburse Brunswick for any external legal fees and expenses, including production costs, that Brunswick incurs related to such action, claim, proceeding or investigation.

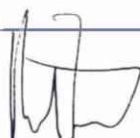
7. General

- 7.1 Validity** – Each party represents and warrants that these Terms have been, and each Engagement Letter will be signed by a signatory who is duly authorized to sign on behalf of such Party and that the Terms constitute, and each Engagement Letter will constitute, a valid and binding agreement, enforceable against such Party.
- 7.2 Amendment** – No changes to the Terms shall be effective unless agreed in writing and signed by both Parties. If specifically agreed to by the Parties, email shall be considered an acceptable format.
- 7.3 Severability** – If any provision of these Terms is held to be illegal, void, invalid or unenforceable in a relevant jurisdiction such provision shall be deemed to be deleted for the purpose of that jurisdiction and the Terms shall otherwise continue in full force and effect.
- 7.4 Notices** – All notices must be sent by electronic mail to the email address of the relevant Party as set out in the Engagement Letter and shall be deemed to have been received when they are sent. A Party shall subsequently send a hard copy of such notice if so specifically requested by the receiving Party.
- 7.5 Survival** – The rights and obligations contained in Clauses 1.6 ("Hosting"), 2.2 ("**Rights in Deliverables**"), 2.5 ("**Publication**"), 4.4 ("**Payment on Termination or Cancellation**"), 5.1 ("General"), 5.2 ("Exclusion"), 5.3 ("Permitted Disclosure"), 5.4 ("Retention"), 5.5 ("Prior Agreement"), 5.6 ("Data Protection"), 6.1 ("Limitation of Exclusion"), 6.2 ("Third-Party Sites"), 6.3 ("Consequential Loss"), 6.4 ("Financial Limitation"), 6.5 ("General Indemnity"), 6.6 ("Third-Party IP"), and 6.7 ("Cooperation with Subpoenas, Investigations, etc.") are intended to survive termination or expiration of this Agreement and shall so survive.
- 7.6 Force Majeure** – Neither Party shall be liable to the other for any failure or delay in performing any of its obligations under these Terms due to any event that arises beyond such Party's reasonable control which could not be reasonably mitigated against. The Parties agree to confer in good faith prior to one Party asserting a Force Majeure declaration.
- 7.7 Sub-Contracting** – Brunswick may subcontract any part of the Services without the Client's prior written consent but will remain liable to the Client in respect of any Services provided, save that where the Client insists that Brunswick use a specific subcontractor that Brunswick has not had the opportunity to perform the necessary due diligence on (a "**Nominated Subcontractor**"); Brunswick is under no obligation to review the Services provided by such Nominated Subcontractor (unless otherwise agreed in writing) and Brunswick will have no liability for the acts or omissions of such Nominated Subcontractor.
- 7.8 Assignment** – In light of Brunswick's confidentiality and clearance obligations, neither Party shall assign its rights or obligations under these Terms (including without limitation, the obligation to pay Fees and Expenses) without the other Party's prior written consent.



- 7.9 Anti-Bribery** – Each Party represents and warrants that it has not, and will not, directly or indirectly pay, offer, give or promise to pay or authorize the payment of any monies or other things of value to: (a) an official or employee of a government department, agency or instrumentality, state-owned or controlled enterprise or public international organization; (b) any political party or candidate for political office; or (c) any other person at the suggestion, request or direction or for the benefit of any of the above-described persons and Affiliates if any such payment, offer, act or authorization is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of the U.S. Foreign Corrupt Practices Act 1977, U.K. Bribery Act 2010 or any other applicable anti-bribery legislation.
- 7.10 Non-Solicitation** – During the term of any Engagement Letter and for six (6) months following its termination, Client will not, and will not attempt to, solicit or entice away from Brunswick's employment any Brunswick employee or subcontractor who provided Services under that Engagement Letter, other than by means of a generic public advertising campaign not specifically targeted at any of Brunswick's staff. Unless specifically prohibited or unenforceable under the relevant applicable law, in the event of a breach of this Clause by way of liquidated damages representing a genuine pre-estimate of loss, Client agrees to pay Brunswick a sum equal to six (6) months basic salary for such employee(s).
- 7.11 Dispute Resolution** –The Parties will at first instance attempt to resolve any dispute amicably between themselves in good faith. Except as stated to the contrary in an Engagement Letter, the Parties agree that any dispute arising from these Terms will be governed by and construed in accordance with the laws of Abu Dhabi and the courts of Abu Dhabi shall have exclusive jurisdiction to adjudicate any dispute arising under this Agreement. The Client hereby stipulates and consents to receive any service of process for any legal action relating to this Agreement by electronic mail to the contact set forth in the relevant Engagement Letter.
- 7.12 Third-Party Rights** – No term of these Terms is enforceable by any person who is not a party to them. The relevant Affiliate who is a party to a specific Engagement Letter shall alone be entitled to enforce its terms.

BRUNSWICK FZ LLC

Signature:  

Name: Rebecca Jarvest

Title: Partner, Head of Brunswick Abu Dhabi

Date: 12 November 2024

Global Institute for Disease Elimination (GLIDE) on behalf of Reaching the Last Mile (RLM)

Signature: 

Name: Simon Bland

Title: Chief Executive Officer

Date: 12 November 2024

BRUNSWICK

AMENDMENT TO GLOBAL INSTITUTE FOR DISEASE ELIMINATION (GLIDE) ENGAGEMENT LETTER – STRATEGIC COMMUNICATIONS PROPOSAL

Reference is made to the Letter of Engagement (the "Agreement") entered into by and between Global Institute for Disease Elimination ("GLIDE") on behalf of The Mohamed Bin Zayed Foundation for Humanity, formerly Reaching the Last Mile, and Brunswick FZ LLC ("Brunswick") dated as of 12 November 2024, and the Terms and Conditions dated as of 31 October 2024. For good and valuable consideration, the sufficiency of which is hereby acknowledged, GLIDE and Brunswick agree to amend the Agreement as set forth below. All of the defined terms set forth in this amendment shall have the same meanings as are ascribed to them in the Agreement.

1. The term of the contract will be extended by 73 days (20% of the duration of the original contract) to 23 January 2026. The fee for this extension will be AED 1,399,442.85 (USD 381,060).

Except as to the extent modified above, the Agreement shall remain in full force and effect.

Accepted and agreed to as of the date below:

BRUNSWICK FZ LLC

**GLOBAL INSTITUTE FOR
DISEASE ELIMINATION**

By:



Name: Simon Pluckrose

Title: Partner

Date: 26 November 2025

By:



Name: Simon Bland

Title: CEO

Date: 9th Dec 2025

Brunswick FZ LLC

Level 6, Tower 4, Yas Creative Hub, Yas Island,
PO Box 77800, Abu Dhabi, UAE
Telephone +971 2 245 7111, www.brunswickgroup.com

Registered in England Number OC306588,
Registered & Licensed by DED and MZA, A Limited Liability Company

برونسيويك منطقة حرة - ذ.م.م
الطابق 6، البرج 4، المنطقة الإبداعية- ياس، جزيرة ياس،
ص.ب. 77800، أبوظبي، الإمارات العربية المتحدة
هاتف +971 2 245 7111

BRUNSWICK

AMENDMENT TO GLOBAL INSTITUTE FOR DISEASE ELIMINATION (GLIDE) ENGAGEMENT LETTER – STRATEGIC COMMUNICATIONS PROPOSAL

Reference is made to the Letter of Engagement (the "Agreement") entered into by and between Global Institute for Disease Elimination ("GLIDE") on behalf of The Mohamed Bin Zayed Foundation for Humanity, formerly Reaching the Last Mile, and Brunswick FZ LLC ("Brunswick") dated as of 12 November 2024; the Terms and Conditions dated as of 31 October 2024; and the Letter of Amendment dated 28 November 2025. For good and valuable consideration, the sufficiency of which is hereby acknowledged, GLIDE and Brunswick agree to amend the Agreement as set forth below. All of the defined terms set forth in this amendment shall have the same meanings as are ascribed to them in the Agreement.

1. The term of the contract will be extended to 23 February 2026 (31 days). The fee for this extension will be AED 594,283.95 (USD 161,820).

Except as to the extent modified above, the Agreement shall remain in full force and effect.

Accepted and agreed to as of the date below:

BRUNSWICK FZ LLC

**GLOBAL INSTITUTE FOR
DISEASE ELIMINATION**

By:



Name: Simon Pluckrose

Title: Partner

Date: 30 January 2026

By:



Name: Dr. Farida Al Hosani

Title: Chief Executive Officer

Date: 09/02/2026

Brunswick FZ LLC

Level 6, Tower 4, Yas Creative Hub, Yas Island,
PO Box 77800, Abu Dhabi, UAE
Telephone +971 2 245 7111, www.brunswickgroup.com

Registered in England Number OC306588,
Registered & Licensed by DED and MZA, A Limited Liability Company

برونسويك منطقة حرة - ذ.م.م
الطابق 6، البرج 4، المنطقة الإبداعية - ياس، جزيرة ياس،
ص.ب. 77800، أبوظبي، الإمارات العربية المتحدة
هاتف +971 2 245 7111

BRUNSWICK

Engagement Letter No: BG/2026/4/3

HE Dr Farida Al Hosani

Chief Executive Officer

Global Institute for Disease Elimination

Al Maqam Tower, Abu Dhabi Global Market, Al Maryah Island

Abu Dhabi, United Arab Emirates

3 June 2026

Dear Dr Farida,

Thank you for giving Brunswick FZ LLC ("Brunswick") the opportunity to continue to support the Mohamed bin Zayed Foundation for Humanity ("MBZFH" or "Client") with its Global Communications and Advocacy ("Services"). I am now writing to clarify how we would work with the Foundation in this regard.

Services

Brunswick's support will include the following services:

- Stakeholder and Peer Audit
- Collateral development
- Media relations
- Reputational risk assessment and crisis communications
- Advocacy engagement
- Content and creative
- Social and digital communications
- Project management and reporting

The Services are more fully described in Schedule A of this Engagement Letter with KPIs set out in Schedule D. Support will flex month-to-month in response to the priorities of the Mohamed bin Zayed Foundation for Humanity, without adjustment to the fixed monthly fee described below. This flexibility is a core feature of Brunswick's retainer model and ensures continuity of support and that Brunswick's support is always based on what is best for your needs.

Commercial Terms

The Services shall be performed in accordance with the terms set out in this Engagement Letter (including all the Schedules to it) and the Terms and Conditions in this document agreed between Brunswick and the Global Institute for Disease Elimination on behalf of the Mohamed bin Zayed Foundation for Humanity, which are set out in Schedule C, save to the extent varied by Schedule A.

Our fees for the Services shall be as set forth in Schedule A along with all other commercial terms specific to the performance of the Services. No additional work outside of the Services shall be charged to the Global Institute for Disease Elimination (GLIDE) on behalf of the Mohamed bin Zayed Foundation unless it has provided its prior written approval to such additional charges.

برونسويك منطقة حرة - ذ.م.م
الطابق 6، البرج 4، المنطقة الإبداعية- ياس، جزيرة ياس،
ص.ب. 77800، أبوظبي، الإمارات العربية المتحدة
هاتف +971 2 245 7111

Brunswick FZ LLC

Level 6, Tower 4, Yas Creative Hub, Yas Island,

PO Box 77800, Abu Dhabi, UAE

Telephone +971 2 245 7111, www.brunswickgroup.com

Registered in England Number OC306588,

Registered & Licensed by DED and MZA, A Limited Liability Company

Brunswick has rigorous conflict clearance procedures and processes and is firmly committed to not undertaking any duty to one client which it believes in good faith would create a conflict of interest in its representation of another client. Brunswick would never undertake work for one client under which we were required to undermine the interests of the other. Brunswick's commitment to its clients means that it treats all potential conflicts of interest seriously and with the strictest standards of review.

Like all professional services firms, including investment banks, law firms and other capital markets advisers, Brunswick has always operated on the principle that the firm can be an adviser to more than one company or organisation at a group company level in each sector on the basis that the companies' or organisations being competitors or peers alone does not automatically put their advisory teams in a state of conflict. In most sectors, Brunswick advises multiple major multinational companies or organisations. Clients see it as sector strength, which ensures Brunswick has deep relationships and strong sector knowledge. In all cases, Brunswick has an absolute principle that it will never be able to act for any company against an existing client or organisation, for example in litigation, M&A, or other contentious matters.

Amendment

We shall agree in writing to an Amendment and associated fees if there is either a material change (for example a change in deliverables or the inclusion of a new service category not currently set out in Schedule A) in the level of support or additional Services requested outside the original Scope of Work. We will hold a formal review after 6 (six) months, and any agreed changes to the Services and Fees will be set out in an Amendment.

Personnel

Delivery of the Services will be led by:

- Simon Pluckrose, Partner
- Quintilla Wikeley, Partner

Simon and Quinn will be supported by a team of advisors in the UAE and the UK, including members of Brunswick's Foundations, Education and Global Health sector as well as other advisors from the firm's global network as required.

Conclusion

So that we may begin working with you as quickly as possible, please confirm your acceptance of this Engagement Letter by signing and returning a copy of the enclosed to us as soon as reasonably practicable. Please do not hesitate to contact me if you would like to discuss this further.

We look forward to continuing our partnership with the Mohamed bin Zayed Foundation for Humanity.

Yours sincerely



Simon Pluckrose

Partner, Brunswick Group

We hereby agree to the terms of this letter

For and on behalf of Global Institute for Disease Elimination on behalf of The Mohamed bin Zayed Foundation for Humanity.



HE Dr Farida Al Hosani

Chief Executive Officer, Global Institute for Disease Elimination

Schedule A

Engagement Letter Number	Engagement Letter No: BG/2026/4/3
Client	Global Institute for Disease Elimination on behalf of the Mohamed bin Zayed Foundation for Humanity
Service Provider	Brunswick FZ LLC
Type of Services	Retainer
Effective Date	1 April 2026
Term	12 months. Any extension of the Term will be subject to written agreement, following a review of scope, performance and fees.
Scope of Work	Peer and Stakeholder Audit - Conduct a stakeholder and peer audit, consisting of: - Media, LLM, and social media audit in English and Arabic, identifying volume and sentiment of coverage linked to the foundation and its initiatives. - Up to 14 global health stakeholder interviews - UAE awareness and narrative testing: a survey of c300 residents and UAE nationals plus 2 focus groups. - Analysis of positioning of up to 4 global peers. Collateral Development - Facilitation of a 1-day advocacy and comms strategy workshop to plan the content and collateral requirements for the year ahead, with quarterly workshops to follow as needed. - Ongoing development of core documents, to include (but not limited to): - Communications materials and messaging through the year for key moments and events, including: Updating the core narrative to integrate new priorities investment areas (including health workforce and health infrastructure) and central messaging for each key thematic area. - Media materials (briefings, FAQs, media toolkits, spokesperson bios). - Partner briefings (to include key messaging, talking points, and toolkits for government partners and UAE embassies in MBZFH priority countries). - Creation of briefing materials, talking points, and background context.

	• Development of thought leadership content and speeches as needed. Media Relations Harness media to build the Foundation's profile and visibility. To include: • Mapping and cultivating ties with key newsmakers, journalists, influencers, and media outlets, including through deskside briefings. • Support for MBZFH press announcements, including producing and pitching PRs and all supporting materials, press briefings, and acting as MBZFH's virtual press office. • Proactive monitoring and reporting of media coverage, sentiment and emerging risks, provided on a rolling basis. • Organization and management of press conferences, trips, and media events as required, including content capture for MBZFH's use/social sharing. • Identify ways to leverage media to further the Foundation's comms goals. E.g. partnerships, sponsorship opportunities, grants, commissioning opportunities. • Media training as required for senior leadership. Crisis Comms and Reputational Risk Management Provide proactive reputational management, including development of a crisis comms framework. To include: • Protocols, escalation pathways, and crisis messaging frameworks. • Pre-crisis audience mapping and message testing. • Rapid response comms support in response to any crisis or period of heightened scrutiny, including real-time strategic counsel to leadership. • Risk assessment of high-profile events, engagements, and proposed partnerships. • Rolling advisory of reputational, political and conflict issues relevant to the Foundation, key stakeholders and portfolio countries, with actionable insights to inform ongoing communications engagement. • Brunswick will establish and coordinate an Advisory Panel for the Foundation's Director-General, as set out in the technical proposal. • Panel to be convened every four months either in person or virtually. • Panel to be made up of 5-6 senior advisors or partners from the Brunswick global network with the composition agreed in conjunction with the communications and advocacy team. • Brunswick to facilitate agenda and attendance of panel, as well as summary of the panel discussions. Advocacy engagement • In partnership with MBZFH, identify key advocacy opportunities and target audiences, and map communication and engagement channels to reach them. • Contribute to building transparency and trust with stakeholders. • Identify, propose, and secure relevant speaking engagements for senior staff [up to 6 events a year].
--	--

	• Help to identify and activate relevant champions and influencers. Content and Creative In line with the agreed strategy, development of content and creative assets to include: • Ideation and delivery of compelling stories and creative that capture MBZFH's purpose, work, and impact. • All creative needed to support social/digital posting, including video editing of existing or stock footage. • Commission vendors to develop bespoke content to support the Foundation's storytelling goals (e.g., video, photography, interviews, VR, immersive experiences). • Planned campaigns as needed in support of key calendar dates, announcements, and milestone moments: e.g., Ramadan; World NTD Day; UNGA, etc. • Support the MBZFH team in ongoing liaison with grantees and partners to identify voices and story opportunities, and to bring these to fruition. • Photography and video-capture within the UAE (e.g., events). Assignments outside the UAE will be priced on a case-by-case basis. Social and Digital Communications Oversee MBZFH's digital channels to grow the Foundation's voice, followers, and engagement. To include: • Develop strategies for channel development and growth, supported by KPIs. • Ideation, briefing, and creative execution of content across social channels, in line with an agreed monthly content calendar. • Active community management across social channels, with agreed response times. • Identify and cultivate relationships with relevant influencers, thought leaders, and connectors to amplify the Foundation's messages and content. • Active management of feeds during media events, and other 'live' moments. • Co-develop and oversee paid media campaigns as required, including influencer engagement and briefing. • Monthly reporting of metrics, progress and sentiment analysis. • Support with updating website content, as needed. Overall Project Management and Reporting • Design a project delivery plan with detailed tasks, milestones, and deadlines. • Deliver regular status updates to the team: including monthly reporting on contracted activities against agreed KPIs, media monitoring, and social/digital metrics. Increased frequency may be required for key events or announcements. • Participate in twice-weekly meetings with the MBZFH team, supplemented by ad-hoc calls with the team and relevant partners as needed.
--	--

Sensitive Personal Information provided to or provided by Brunswick	Yes
Client U.S. Headquarters Address if any	No
Brunswick Relationship Manager	Name: Simon Pluckrose Title: Partner Email: spluckrose@brunswickgroup.com
Fees (currency, total and structure)	AED 7,920,432 (excluding applicable taxes) for the Term, billed in 12 monthly payments.
Invoicing (timing) and Payment terms	Monthly in advance due for payment in full within thirty (30) days from the date of the invoice. In the event, Client requires and Brunswick does not receive a purchase order within thirty (30) days from the Effective Date, payment in full is due upon Client's receipt of the invoice.
Expense reimbursement policy	Client will reimburse Brunswick for all out-of-pocket expenses and disbursements properly incurred in connection with the performance of the Services plus expenses administrative mark-up as set out below. Itemised receipts are required for any single expense above AED 500; business class / first class travel and luxury hospitality is not to be used unless pre-approved in writing by Client.
Expenses handling charge	5%
Brunswick Bank Account Details for receipt of payment	Title of Account: Brunswick FZ LLC HSBC Bank Middle East Limited Al Wasl Road, Jumeirah, Dubai, UAE IBAN: AE130 200 000 030 014 773 001 Account: 030 014 773 001 Swift code: BBMEAED
Invoicing Details for Client	Joanne Bladd, joanne.bladd@oda.gov.ae and Abby Swetz, abby@catalyzeadvisor.com
Client Finance Contact Details	Zahi Albisharat Head of Finance Global Institute for Disease Elimination (GLIDE)

	Mobile: +971 50 706 0626 Email: zalbisharat@glideae.org Copy to Joanne Bladd at Joanne.Bladd@oda.gov.ae
Brunswick Details for receipt of legal notices (if different from Relationship Manager)	Name: Kavi Reddy Title: Partner, General Counsel Email: legal@brunswickgroup.com
Client Representative	Name: Joanne E. Bladd Email: Joanne.Bladd@oda.gov.ae Telephone: +971 50 498 1421
Client Details for receipt of legal notices (if not to Client Representative)	Name: Mohammad Sultan BinHeweel Email: Mohammad.BinHeweel@oda.gov.ae Telephone: +971 50 711 8115
Permission to disclose you as a client in Brunswick's credentials	No.
Termination without cause notice period	30 (thirty) days
Governing law	Laws of Abu Dhabi
Jurisdiction	Courts of Abu Dhabi

Schedule B

Excluded Services

Where services are not specifically included in this Scope of Work then they are deemed to be excluded. A non-exhaustive list of excluded services is:

1. Acquisitions and divestments
2. Defense projects/Activist work
3. Crisis management including unplanned board changes
4. Internal communication programs
5. Investor Relations: Buy-side projects including
 - buy-side audit
 - roadshow support
6. Product launches and associated marketing activity
7. Public affairs
8. Secondments
9. Financial calendar announcements and scheduled trading updates
10. CEO appointments
11. Events management
12. Monitoring and market intelligence including governmental, regulatory, and political monitoring
13. Political contact program
14. Working with think tanks and NGOs
15. Presentation training
16. Sponsorship
17. Advertising copy and advice

Schedule C

Terms and Conditions

PARTIES

Brunswick FZ LLC with its registered offices at Level 6, Tower 4, Yas Creative Hub, Yas Island, PO Box 77800, Abu Dhabi, United Arab Emirates ("**Brunswick**"); and **Global Institute for Disease Elimination (GLIDE)** on behalf of the **Mohamed bin Zayed Foundation for Humanity (MBZFH)** ("**Client**")

These Terms and Conditions (the "Terms") apply to the provision of services ("Services") by Brunswick to the Client or an Affiliate of the Client as identified in any relevant letter of engagement (each, an "Engagement Letter"). The Terms become effective on the Effective Date as written above. Each Engagement Letter commences on the date as stated within such Engagement Letter or the date that Brunswick begins providing services to Client, whichever is first. Brunswick may perform Services for the Client or an Affiliate of the Client (as the case may be) either itself or through its Affiliates under an Engagement Letter. The Services are specifically described in the relevant Engagement Letter.

Brunswick and the Client are each described as a "Party" and together, the "Parties." For any Engagement Letter involving a litigation retention, the retaining law firm will be described as "Firm."

"Affiliate" means any person or entity that directly or indirectly controls, is controlled by, or is under common control with, another person or Affiliate. An entity that otherwise qualifies under this definition will be included within the meaning of "Affiliate" even though it qualifies after the execution of these Terms.

Each Engagement Letter shall incorporate these Terms by reference and these Terms shall apply to the provision of the Services under each Engagement Letter, as if they had been signed by the Affiliate of Brunswick or the Affiliate of the Client. The Terms and the relevant Engagement Letter and any amendments thereto shall together comprise the entire contract ("Contract") and all other contracts or other documents are hereby specifically excluded, including, without limitation, any prior confidentiality or non-disclosure agreement entered into between the Parties. The Parties shall be able to vary the Terms in the relevant Engagement Letter and in the event of any conflict between the Terms and the terms set out in the relevant Engagement Letter, the Engagement Letter shall prevail.

Notwithstanding the term of any Engagement Letter, these Terms shall continue until terminated by either Party in accordance with its provisions.

Headings in these Terms are for ease of reference only and do not affect interpretation.

1. Performance

- 1.1 Standard of Performance – Brunswick will perform the Services with reasonable skill and care and in a professional manner, consistent with the applicable standards in Brunswick's profession. Brunswick will use commercially reasonable efforts within its control to perform the Services in accordance with any timetable for performance set out in the Engagement Letter.
- 1.2 Assistance – The Client will promptly provide to Brunswick all information and materials in the Client's possession reasonably required to enable Brunswick to provide the Services in a timely manner or otherwise in accordance with prescribed deadlines as set out in the relevant Engagement Letter. The Client will promptly liaise with its own internal stakeholders and any applicable third parties in order to assist Brunswick in meeting any prescribed deadlines set out in the relevant Engagement Letter.
- 1.3 Accuracy of Information – The Client agrees that all information disclosed or to be disclosed to Brunswick, either directly by the Client or at the Client's direction, is, or will be, true, accurate and not misleading. The Client shall promptly inform Brunswick upon the discovery of any information that subsequently becomes untrue, inaccurate, or misleading.

- 1.4 Consents – Each Party represents and warrants to the other Party that it has and will maintain all necessary consents and authorizations which are required for its performance or authorization of obligations under these Terms and any Engagement Letter.
- 1.5 Compliance – Each Party represents and warrants to the other that it is in compliance with, and will comply with, all relevant laws and regulations as applicable to such Party in connection with the receipt or performance of the Services, as the case may be, pursuant to these Terms and any Engagement Letter.
- 1.6 Hosting – The Services may involve the management and maintenance of a website on behalf of the Client by Brunswick or an Affiliate (“Hosting”). If applicable, these Hosting services are provided based on separate terms of service, which shall apply to the relevant Engagement Letter and are incorporated here by reference (“Hosting Terms”). The Hosting Terms are available upon request.

2. Ownership and Use of Deliverables and IP

2.1 IP Definitions

- (i) “Background IP” means: all materials or software developed or created by Brunswick prior to or independently of the performance of the Services or applicable to more than one client. Brunswick will grant the Client a royalty-free, non-exclusive, non-transferable, worldwide license to use Background IP (excluding Third-Party IP) to the extent it is necessary for the use of the Deliverables and for the Client’s own internal business use as outlined in the relevant Engagement Letter. The Client agrees not to provide any Background IP to any third party without Brunswick’s prior written permission.
- (ii) “Third-Party IP” means: any intellectual property rights not owned by Brunswick, including without limitation, music, photographs, graphics, artwork, web design tools, where such intellectual property has been incorporated into the Deliverables or are strictly necessary for Client’s use of the Deliverables as set forth in the applicable Engagement Letter. To the extent any Third-Party IP has been incorporated into the Deliverables, where practicable and after discussion with the Client, Brunswick will secure for the Client a royalty-free, non-exclusive, non-transferable, worldwide license to use such Third-Party IP. Brunswick will inform the Client where it has not been possible to secure such Third-Party IP on such terms. In certain circumstances it may be necessary for the Client to (1) enter into a license agreement directly for the use of such Third-Party IP, or (2) pay the fees and perform the obligations under any license that Brunswick enters into on the Client’s behalf. The Client’s use of such Third-Party IP will in any case thereafter be subject to the terms of the license for use of such Third-Party IP, whether entered into by Brunswick or the Client directly. The Client is solely responsible for securing the necessary licenses for any Third-Party IP which the Client sources and requests Brunswick to incorporate into the Deliverables. If requested by the Client, Brunswick may assist in negotiating such licenses for the Third-Party IP.
- (iii) “IP Rights” means: all intellectual property rights which includes, without limitation, moral and financial rights in the following (without limitation): patents, inventions (whether patentable or not) trademarks, copyrights, service marks, brands, images (whether electronic or otherwise) logos, domain names, database rights, design rights and rights in know-how, trade secrets, business methods, processes, formulations, technical data and any other intellectual property rights or proprietary rights in each case, whether registered or unregistered and including applications for the grant of any such rights and any and all forms of protection having equivalent or similar effect anywhere in the world and any rights under licenses in relation to such rights.
- (iv) “Media Content” means: Brunswick may provide the Client with content such as news articles or video clips (“Media Content”) from external media and information providers. Brunswick will identify any Media Content it provides to the Client and will notify the Client if any Media Content comprises any part of the Deliverables. Brunswick, where permitted under its relevant supply agreements, is authorized to share certain content specifically in connection with the Services and on a restricted basis, otherwise Client will need to secure its own license for the use of such Media Content. The individuals employed by or working on behalf of the Client to whom such Media

Content is sent may not share this Media Content with or transfer this Media Content to, any other individual employed or engaged by the Client or any third parties.

- 2.2 Rights in Deliverables – Brunswick hereby assigns to Client all IP Rights as to any final materials developed and designed by Brunswick specifically for the Client and delivered to the Client as a result of the performance of the Services (“Deliverables”) (as specified in the relevant Engagement Letter), except for any Background IP, Media Content, Client provided or sourced material, or Third-Party IP. Should Client seek to use any Deliverables in ways that have not been set forth in any relevant Engagement Letter, the Parties shall negotiate any reasonable additional payment(s) to Brunswick for the additional uses and Brunswick shall apprise Client of any restrictions or issues relating to Third-Party IP. Unless otherwise stated to the contrary in the Engagement Letter, Brunswick shall retain all IP Rights in any drafts, designs or other development work proposed to Client by Brunswick in connection with the performance of the Services, but which do not relate to the production of the Deliverables.
- 2.3 Use of Client Materials – Brunswick will assert no rights of ownership in any information the Client provides to Brunswick in connection with the Services, but the Client will allow Brunswick to use and adapt such information as necessary to provide the Services. Subject always to the confidentiality obligations of these Terms, the Client hereby grants to Brunswick the right to use the Deliverables for its own internal knowhow and training purposes.
- Subject to Client’s prior written consent, not to be unreasonably withheld, Brunswick may:
- (i) include Client’s logo in marketing materials;
 - (ii) include a case study outlining the nature of the Services in its marketing materials and in connection with pitching and making proposals to other current and prospective clients; and
 - (iii) subject to Client’s prior written approval, reproduce, publish, and display the Deliverables for the purposes of creative excellence or professional advancement and be credited with authorship of the Deliverables in connection with such uses and include a link to Client’s website.
- 2.4 Advisory Services – Notwithstanding the above, where the Services consist of providing advice to the Client (oral or written), such advice is personal to the Client. Such advice may not be (except as otherwise provided for in the Engagement Letter as part of the Services):
- (i) attributed to Brunswick;
 - (ii) disclosed to a third party;
 - (iii) relied on by such third party; or
 - (iv) cited in any public document or communication
- without Brunswick’s prior written consent. While such consent will not be unreasonably withheld by Brunswick, it may be subject to certain restrictions.
- 2.5 Publication – The Client is solely liable for the release and contents of any material (including, without limitation, a Client website where this forms part of the Deliverables), any public document or any other communication into the public domain (including without limitation, any Deliverables), notwithstanding the fact that Brunswick reserves the right to approve any such material containing its advice or citation prior to its publication. Unless otherwise stated to the contrary in the Engagement Letter, the Client shall be required to provide its approval or sign off to Brunswick prior to the issuance of any such content, the publication of any such document, release of Deliverables, or the issuance of any communication into the public domain. Where applicable, the precise details in respect of the form of any such approval or sign off will be included in the Engagement Letter.
- 2.6 Third-Party Contracts – Client’s written approval or sign off in respect of elements of certain Services (including without limitation, cost estimates or quotations) will be deemed to provide Brunswick with the requisite authorization to enter into further contracts with third parties for the completion and/or publication of Deliverables as necessary.
- 2.7 Correction – If Client approves the presentation of Deliverables and thereafter requests changes to such presentation, Client shall pay any third-party costs arising from those changes.

3. Fees and Payment

- 3.1 Fees – The fees (“Fees”) are set out in the relevant Engagement Letter. An Engagement Letter may specify any applicable change in Fees as agreed upon by the Parties and/or a percentage rate by which any fixed fees shall be automatically increased following a twelve-month period or other period of time. Brunswick may from time to time change its fee structure; in the event it does so, it shall provide Client with written notice of such changes.
- 3.2 Estimates – In respect of certain Services, Brunswick will only be able to provide a good faith estimate of Fees or timing for the performance of the Services in the Engagement Letter. Under those circumstances, Brunswick will inform the Client, as soon as practicable, where it reasonably believes that the actual Fees will be in excess of those previously estimated or where a variation to the timeline as set out in the Engagement Letter will be required. The Parties will then agree and document any such variation. The Client will be liable to pay the full amount of the Fees and Expenses (as defined below) actually incurred.
- 3.3 Expenses – The Fees exclude all reasonable costs, expenses, disbursements, third-party license fees incurred in connection with Clause 3.1 and other charges properly incurred in the performance of the Services (“Expenses”) and such Expenses are subject to a standard administration charge as set out in the Engagement Letter. Further clarification in respect of specific Expenses excluded from the Fees shall be provided in the relevant Engagement Letter.
- 3.4 Taxes – All Fees and Expenses exclude value-added, indirect or sales taxes, levies, customs, duties, and other taxes of a similar nature (“Taxes”). The Client will pay all such Taxes. Brunswick will be responsible for the payment of any taxes levied on its income or profits.
- 3.5 Withholding – Where the Fees or Expenses are paid subject to any deduction or withholding, Brunswick reserves the right to charge the Client an additional amount which will, after any deduction or withholding has been made, leave Brunswick with the same amount it would have received in the absence of any such deduction or withholding.
- 3.6 Invoices – Invoices will be issued periodically as set out in each Engagement Letter. Unless otherwise stated in the Engagement Letter, all invoices are due for payment in full within thirty (30) days from the date of the invoice. If Client requires Brunswick to submit invoices through a payment system for which Brunswick is charged a fee, Brunswick reserves the right to include the amount of such fee in the invoices as part of the Expenses.
- 3.7 Dispute – Undisputed portions of an invoice will be paid in accordance with Clause 3.6 above. The Client shall promptly advise Brunswick if there is any dispute in relation to any invoice and the parties shall work in good faith to resolve such dispute within fifteen (15) days.
- 3.8 Late and Non-Payment – In the event of late payment (other than in respect of a bona fide dispute, for which undisputed amounts must still be paid in accordance with these Terms), in addition to any other rights Brunswick reserves in these Terms, Brunswick reserves the right to (i) suspend the Services until payment is made in full and (ii) claim interest at the rate of 3% (three percent) per annum on any overdue amount. Should Brunswick use any third-party service or other means to collect payment(s) due under this Contract, Client agrees to pay any such fees, including reasonable attorney’s fees, associated with such collection.
- 3.9 Exchange Rate – Fees shall be paid in the currency stated in the Engagement Letter. Expenses shall be reimbursed in the currency in which they are submitted to the Client for reimbursement or as otherwise agreed to by the Parties.
- 3.10 Payment of Fees by a Third Party – Where arrangements are made for a party other than the Client to pay the Fees, Expenses and/or Taxes in connection with the Services, the Client shall remain liable for the payment of such Fees, Expenses and/or Taxes to the extent that such other party does not pay Brunswick in full.

4. Term and Termination

- 4.1 Term – The Terms shall commence on the Effective Date and shall continue until terminated by either Party in accordance herewith. Termination of the Terms does not terminate any Engagement Letter, which shall continue and incorporate the terms of the Terms by reference.
- 4.2 Termination Without Cause – These Terms may be terminated by either Party without cause by giving to the other not less than the period of written notice as set out in the Engagement Letter. Where the Services comprise the provision of periodic advice and support, invoiced at a standard rate on a monthly basis (“Retainer”), the relevant Engagement Letter may be terminated by either Party without cause upon the requisite written notice as set out in the Engagement Letter.
- 4.3 Termination for Cause – Either Party may terminate these Terms and any or all Engagement Letter(s) on written notice with immediate effect if:
- (i) the other Party commits a material breach of contract, which if capable of being remedied, is not remedied within thirty (30) days of a written request to remedy the same; or
 - (ii) if a receiver, liquidator or administrator or any similar official in any jurisdiction is appointed in respect of the other Party’s business or if the other Party is or becomes insolvent or subject to any bankruptcy, winding up or reorganization proceedings.
- Brunswick may decide to terminate these Terms or any Engagement Letter immediately if, on objective reasonable evidence provided to the Client, the performance of the Services or its association with the Client may impact (i) its reputation or (ii) the safety of its people.
- 4.4 Payment on Termination or Cancellation – Upon termination of the Services or where the Client wishes to cancel or amend a portion of the Services without terminating the Engagement Letter in its entirety, Client shall pay Brunswick for (i) all Services provided up to the date of termination, (ii) any Expenses and (iii) any committed, non-refundable costs and Expenses Brunswick has reasonably incurred in connection with the Services. Where the Services provided up to the date of termination involve the creation of Deliverables to an agreed timeline where amounts are to be invoiced and paid upon the achievement of certain milestones by Brunswick or the occurrence of certain events and termination is effected by the Client prior to the next such milestone or occurrence, the Client will pay Brunswick on a pro-rated basis in respect of the time spent performing the Services, as a proportion of the total time agreed for performance irrespective as to the status of the creation of the Deliverables at the date of termination or as otherwise agreed to by the Parties in the relevant Engagement Letter. Brunswick will use commercially reasonable efforts to mitigate against the incurrence of any such costs, charges, and Expenses. Where any fees have been prepaid to Brunswick, Brunswick shall refund to GLIDE any prepaid fees attributable to the period after the effective date of termination, calculated on a pro-rata daily basis, within 30 days of the termination date.

5. Confidentiality and Data Protection

- 5.1 General – Neither Party will disclose to any third party without the other Party’s prior written consent any confidential information which relates to the business or affairs of the other Party which is disclosed to it in connection with the Services (“Confidential Information”). Confidential Information shall only be used in connection with the Services. Neither Party shall publish or communicate to any person or entity any disparaging remarks, allegations, accusations, comments, or statements concerning the other Party or related to this Contract.
- 5.2 Exclusion – Confidential Information excludes information which:
- (i) is or becomes generally available to the public other than as a result of breach of an obligation under this Clause 5; or
 - (ii) is acquired by the receiving Party from a third party who owes no obligation of confidentiality directly or indirectly to such Party; or
 - (iii) is or has been independently developed by the receiving Party or was known to it prior to receipt and was free of any restriction as to its use or disclosure.

- 5.3 Permitted Disclosure – Confidential Information may only be disclosed as set forth in this Clause 5.3 by a Party,:
- (i) to its other Affiliates to the extent necessary to perform the Services and for internal quality reviews;
 - (ii) to its respective insurers, representatives, or legal advisors; or
 - (iii) to a third party to the extent that it is legally required by any court of competent jurisdiction, or by a governmental or regulatory authority, provided that, where prior notification is permitted, the other Party receives not less than two (2) business days' written notice of such disclosure provided that the individual or entity to whom it discloses such Confidential information, agrees to be bound by confidentiality obligations no less stringent than those set out in these Terms.
- 5.4 Retention – With respect to Confidential Information Client provides to Brunswick in connection with the Services, Brunswick may store, delete and/or destroy, or if it electronically archived or backed up and not able to be practicably deleted, retain as part of its internal records, some or all of the Confidential Information from time to time in accordance with its then-current document retention policies.
- 5.5 Prior Agreement – Where the Parties have previously entered into a confidentiality or non-disclosure agreement, this Contract shall override the terms of such agreement to the extent there is a conflict between them.
- 5.6 Data Protection - Each Party shall comply with any applicable obligations under relevant Data Protection Legislation and shall ensure that it makes any necessary notification(s) to any relevant Regulator. Where GDPR applies, the Parties agree that they are each a controller in relation to Personal Data provided to Brunswick by Client. Each Party shall maintain robust and effective processes, procedures, and arrangements in relation to its processing of Personal Data transferred and/or made available by or on behalf of the other Party to ensure compliance with Data Protection Legislation. Each Party shall notify the other Party promptly (and in any event within forty-eight (48) hours) following its (or any of its Personnel's) receipt of any Data Subject Request or Regulatory Correspondence which relates to any Personal Data transferred and/or made available by or on behalf of the other Party and shall (and shall ensure that its Personnel shall): (i) save as required by law, not disclose any Personal Data transferred and/or made available by or on behalf of the other Party in response to any Data Subject Request or Regulatory Correspondence that may have Material Adverse Impact without the other Party's prior written consent; and (ii) at no additional cost, provide the other Party with all reasonable co-operation and assistance required by it in relation to any such Data Subject Request or Regulatory Correspondence. Client agrees not to transmit any protected health information to Brunswick and Client affirmatively agrees that it must notify Brunswick in advance prior to the transmittal of any protected health information to Brunswick. For the avoidance of doubt, Brunswick shall not input any Confidential Information or Personal Data into any generative AI, large language model, or automated machine learning tool without the prior written consent of the Client.

With the respect to the above clause, the following definitions apply:

"CCPA" means the California Consumer Privacy Act of 2018 (AB-375), a statute governing privacy rights and consumer protections for certain residents in the United States;

"Data Protection Legislation" means: (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a Party is subject, including, without limitation the GDPR and/or the CCPA and/or UAE Federal Decree-Law No. 45 of 2021 (Personal Data Protection Law - PDPL (if applicable));

"Data Subject Request" means an actual or purported subject access request or notice or complaint from (or on behalf of) a data subject exercising his rights under the Data Protection Legislation;

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data;

"Material Adverse Impact" means a materially detrimental effect on: (i) the reputation of a Party or any members of its group; or (ii) a Party's relationship with the data subject, including, in each case, as a result of such Data Subject Request or Regulatory Correspondence resulting in: (i) threatened or actual enforcement

action (whether formal or informal) by a Regulator for an infringement of the Data Protection Legislation; or (ii) a prospective or actual claim by a data subject or third party (whether for breach of contract, negligence or any other tort, under statute or otherwise);

"Personal Data" means personal data (including, without limitation, sensitive personal data as defined in the GDPR) that is transferred and/or made available by or on behalf of one of the Parties to or for the other Party (and/or its Personnel) under or in connection with the Services;

"Personnel" means all persons engaged or employed from time to time by a Party in connection with the provision or receipt of the Services, including its officers, employees, consultants, contractors, agents and/or sub-contractors (of any tier);

"Regulator" means any regulatory or supervisory body to which each of the parties are subject from time to time with respect to the processing of personal data; and

"Regulatory Correspondence" means any correspondence or communication (whether written or verbal) from a Regulator in relation to the processing of Personal Data.

6. Liability and Indemnity

- 6.1 Limitation of Exclusion – Neither Party excludes or limits its liability to the other for death or personal injury caused by its negligence, or for its gross negligence or wilful misconduct, or any other liability which cannot lawfully be excluded or limited.
- 6.2 Third-Party Sites – In the course of the provision of the Services, the Client may direct or confirm that Brunswick should transfer data to certain third-party websites, applications or services ("Third-Party Sites") outside of the control of the Client or not hosted by Client, to facilitate collaboration between the Client and Brunswick. The Client hereby disclaims and releases Brunswick from any and all liability for any damage to, or corruption or loss of data or other information or materials, and/or use or disclosure of data by unauthorized parties caused by or related to the use of such Third-Party Sites.
- 6.3 Consequential Loss – Neither Party shall be liable for any special, incidental, indirect, or consequential damages, loss of profits, business, contracts, revenue, goodwill and/or similar losses or loss of anticipated benefits.
- 6.4 Financial Limitation – Brunswick's liability to the Client (and in the event of a litigation retention, the Firm) in contract, tort (including negligence or breach of statutory duty), misrepresentation, or otherwise arising in connection with the performance of any Engagement Letter entered into by the Parties shall in no circumstances exceed the Fees paid by the Client in respect of such Engagement Letter during a twelve (12) month period.
- 6.5 General Indemnity – The Client shall indemnify Brunswick, its officers, agents and representatives and any other Affiliates, its officers, agents and representatives ("Indemnified Parties") from and against any and all third party liabilities, losses, expenses or costs or actions, investigations or other proceedings (including legal costs and any amounts paid by Brunswick in settlement or compromise of any such actions, claims or proceedings) ("Losses") which they may incur, suffer or sustain in connection with:
 - (i) the Services, save where any such Losses are finally judicially determined to arise from the Indemnified Parties' gross negligence or willful default;
 - (ii) any breach of applicable law or contract by the Client;
 - (iii) the provision of false, inaccurate or misleading information to third parties in written or oral form, either (a) by the Client, its Affiliates or agents directly, or (b) where such information has been provided to Brunswick by the Client and is disseminated by Brunswick in good faith in accordance with any approval by the Client in connection with the provision of Services;
 - (iv) the use of Third-Party Sites;
 - (v) any liability arising from Brunswick's failure to meet any deadline due to Client's failure to provide materials or approval in a timely manner;
 - (vi) any Services performed by a Nominated Subcontractor;

- (vii) the release by the Client of any public document or issuance of any communication by Client (including advice provided by Brunswick) into the public domain; and
- (viii) any claims relating to infringement of Third-Party IP or other proprietary rights where (1) the allegedly infringing materials have been sourced, licensed or created by the Client and Brunswick has incorporated such materials into the Deliverables or otherwise used it at the Client's request, or (2) the Client has used Third-Party IP outside the terms of use which Brunswick has communicated to the Client, or (3) the Client has used Media Content in breach of Clause 2.1 above or otherwise outside the terms of use which Brunswick has communicated to the Client, or (4) the Client has failed to clear any new marks, designs, slogans or logos used in the Deliverables prior to public dissemination, or (5) the Client has, or has attempted to, decompile, reverse engineer, create derivative works from or otherwise disassemble or modify any web design tools comprising any Third-Party IP.

In the event that this is a litigation retention, the Client's indemnification obligations shall cover any acts of Firm. The Client's indemnification obligations do not extend to any Losses arising from the acts or omissions of Brunswick save where requested by the Client.

- 6.6 Third-Party IP – Brunswick will indemnify the Client from and against all Losses which the Client may incur, suffer or sustain in connection with any claims relating to Third-Party IP infringement in connection with the Services excluding those in Clause 6.5 (viii) above.
- 6.7 Cooperation with Subpoenas, Investigations, etc. – In the event that Brunswick is asked to assist with, cooperate with and/or provide information in any action, claim, proceeding, investigation by regulatory or law enforcement body involving Client and in which Brunswick is not a party, Client shall reimburse Brunswick for any external legal fees and expenses, including production costs, that Brunswick incurs related to such action, claim, proceeding or investigation.

7. General

- 7.1 Validity – Each party represents and warrants that these Terms have been, and each Engagement Letter will be signed by a signatory who is duly authorized to sign on behalf of such Party and that the Terms constitute, and each Engagement Letter will constitute, a valid and binding agreement, enforceable against such Party.
- 7.2 Amendment – No changes to the Terms shall be effective unless agreed in writing and signed by both Parties. If specifically agreed to by the Parties, email shall be considered an acceptable format.
- 7.3 Severability – If any provision of these Terms is held to be illegal, void, invalid or unenforceable in a relevant jurisdiction such provision shall be deemed to be deleted for the purpose of that jurisdiction and the Terms shall otherwise continue in full force and effect.
- 7.4 Notices – All notices must be sent by electronic mail to the email address of the relevant Party as set out in the Engagement Letter and shall be deemed to have been received when they are sent. A Party shall subsequently send a hard copy of such notice if so specifically requested by the receiving Party.
- 7.5 Survival – The rights and obligations contained in Clauses 1.6 ("Hosting"), 2.2 ("Rights in Deliverables"), 2.5 ("Publication"), 4.4 ("Payment on Termination or Cancellation"), 5.1 ("General"), 5.2 ("Exclusion"), 5.3 ("Permitted Disclosure"), 5.4 ("Retention"), 5.5 ("Prior Agreement"), 5.6 ("Data Protection"), 6.1 ("Limitation of Exclusion"), 6.2 ("Third-Party Sites"), 6.3 ("Consequential Loss"), 6.4 ("Financial Limitation"), 6.5 ("General Indemnity"), 6.6 ("Third-Party IP"), and 6.7 ("Cooperation with Subpoenas, Investigations, etc.") are intended to survive termination or expiration of this Agreement and shall so survive.
- 7.6 Force Majeure – Neither Party shall be liable to the other for any failure or delay in performing any of its obligations under these Terms due to any event that arises beyond such Party's reasonable control which could not be reasonably mitigated against. The Parties agree to confer in good faith prior to one Party asserting a Force Majeure declaration.

- 7.7 Sub-Contracting – Brunswick may not subcontract any material part of the Services without the Client’s prior written consent (such consent not to be unreasonably withheld or delayed) and will remain liable to the Client in respect of any Services subcontracted, save that where the Client insists that Brunswick use a specific subcontractor that Brunswick has not had the opportunity to perform the necessary due diligence on (a “Nominated Subcontractor”); Brunswick is under no obligation to review the Services provided by such Nominated Subcontractor (unless otherwise agreed in writing) and Brunswick will have no liability for the acts or omissions of such Nominated Subcontractor.
- 7.8 Assignment – In light of Brunswick’s confidentiality and clearance obligations, neither Party shall assign its rights or obligations under these Terms (including without limitation, the obligation to pay Fees and Expenses) without the other Party’s prior written consent.
- 7.9 Anti-Bribery – Each Party represents and warrants that it has not, and will not, directly or indirectly pay, offer, give or promise to pay or authorize the payment of any monies or other things of value to: (a) an official or employee of a government department, agency or instrumentality, state-owned or controlled enterprise or public international organization; (b) any political party or candidate for political office; or (c) any other person at the suggestion, request or direction or for the benefit of any of the above-described persons and Affiliates if any such payment, offer, act or authorization is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of the U.S. Foreign Corrupt Practices Act 1977, U.K. Bribery Act 2010 or any other applicable anti-bribery legislation.
- 7.10 Non-Solicitation – During the term of any Engagement Letter and for six (6) months following its termination, Client will not, and will not attempt to, solicit or entice away from Brunswick’s employment any Brunswick employee or subcontractor who provided Services under that Engagement Letter, other than by means of a generic public advertising campaign not specifically targeted at any of Brunswick’s staff. Unless specifically prohibited or unenforceable under the relevant applicable law, in the event of a breach of this Clause by way of liquidated damages representing a genuine pre-estimate of loss, Client agrees to pay Brunswick a sum equal to six (6) months basic salary for such employee(s).
- 7.11 Dispute Resolution – The Parties will at first instance attempt to resolve any dispute amicably between themselves in good faith. Except as stated to the contrary in an Engagement Letter, the Parties agree that any dispute arising from these Terms will be governed by and construed in accordance with the laws of Abu Dhabi and the courts of Abu Dhabi shall have exclusive jurisdiction to adjudicate any dispute arising under this Agreement. The Client hereby stipulates and consents to receive any service of process for any legal action relating to this Agreement by electronic mail to the contact set forth in the relevant Engagement.
- 7.12 Third-Party Rights – No term of these Terms is enforceable by any person who is not a party to them. The relevant Affiliate who is a party to a specific Engagement Letter shall alone be entitled to enforce its terms.

BRUNSWICK FZ LLC

Global Institute for Disease Elimination (GLIDE) on
behalf of the Mohamed bin Zayed Foundation for
Humanity (MBZFH)

Signature:

Signature:



Name:

Name: H.E. Dr. Farida Al Hosani

Title:

Title: CEO

Date:

Date:

Schedule D

KPIs for Brunswick

The below KPIs are intended to provide a practical and transparent framework for measuring delivery against the agreed scope of work. The framework is designed to ensure clear accountability, robust reporting, and shared visibility on progress throughout the year.

The KPIs establish the minimum level of delivery expected under the scope of work and should not be viewed as a cap or a quota on ambition, activity, or impact. Brunswick will continue to identify and pursue additional opportunities to advance the Foundation's strategic communications and advocacy objectives as they arise even once KPIs have been hit.

In areas where outcomes are not solely within Brunswick's direct control, such as event participation or strategic announcements, the framework includes the enabling activities, inputs, and conditions required to maximise the likelihood of achieving those outcomes.

Progress against the KPIs will be tracked and reported monthly as per the scope of work.

Scope of Work	KPIs
Peer and Stakeholder Audit - Conduct a stakeholder and peer audit, consisting of: - Media, LLM, and social media audit in English and Arabic, identifying volume and sentiment of coverage linked to the foundation and its initiatives. - Up to 14 global health stakeholder interviews - UAE awareness and narrative testing: a survey of c300 residents and UAE nationals plus 2 focus groups. - Analysis of positioning of up to 4 global peers.	- Complete Media, LLM, and social media audit in English and Arabic - Conduct a minimum of 10 and up to 14 global health stakeholder interviews - Conduct a survey of c300 residents and UAE nationals - Conduct two focus groups in the UAE - Conduct analysis of four peers - Deliver consolidated report that brings together findings from all the aforementioned workstreams – with a clear set of recommendations.
Collateral Development Facilitation of a 1-day advocacy and comms strategy workshop to plan the	- Facilitate a 1-day advocacy and comms strategy workshop with the Foundation - Provide summary of workshop.

content and collateral requirements for the year ahead, with quarterly workshops to follow as needed. • Ongoing development of core documents, to include (but not limited to): ○ Communications materials and messaging through the year for key moments and events, including: Updating the core narrative to integrate new priorities investment areas (including health workforce and health infrastructure) and central messaging for each key thematic area. ○ Media materials (briefings, FAQs, media toolkits, spokesperson bios). ○ Partner briefings (to include key messaging, talking points, and toolkits for government partners and UAE embassies in MBZFH priority countries). • Creation of briefing materials, talking points, and background context. • Development of thought leadership content and speeches as needed.	3. Review and update as necessary the Foundation's core narrative twice a year 4. Develop one set of key messages for each of the following thematic areas annually: Maternal and Newborn Health, Health Infrastructure, Health Workforce, NTDs, Disability Inclusion 5. Develop communications plan for each of the strategic milestones (number dependent on approved milestones, but ~4) 6. Develop core communications materials for strategic milestones (number dependent on approved announcements) as set out in the approved communications plan, such as: - Press releases - Internal briefing packs - Partner briefing packs - Media kits 7. Development of ~6 pieces of thought leadership content for the Foundation's approved spokespersons to be shared either with the media or published on Foundation channels 8. Develop ~6 speeches or talking points for the Foundation's approved spokespersons (subject to the number of approved event participations and subsequent requests)
Media Relations Harness media to build the Foundation's profile and visibility. To include: • Mapping and cultivating ties with key newsmakers, journalists, influencers, and media outlets, including through desk-side briefings. • Support for MBZFH press announcements, including producing and pitching PRs and all supporting materials, press briefings, and acting as MBZFH's virtual press office. • Proactive monitoring and reporting of media coverage, sentiment and emerging risks, provided on a rolling basis. • Organization and management of press conferences, trips, and media events as required, including content capture for MBZFH's use/social sharing. • Identify ways to leverage media to further the Foundation's comms goals. E.g. partnerships, sponsorship opportunities, grants, commissioning opportunities. • Media training as required for senior leadership.	1. Develop a bespoke media map for the Foundation of media to build a relationship with over the next year 2. Develop an annual media plan that sets out how to deepen relationships with priority media targets as per the map 3. Manage the press office function for press announcements by the Foundation (number dependent on approved announcements) 4. Provide coverage report within 48 hours of Foundation announcements 5. Support the organisation of Foundation media events (number dependent on approved events) 6. Facilitate background meetings between approved Foundation spokespersons and 6 target media (subject to availability of spokespersons) 7. Identify 3 opportunities to leverage media platforms for the Foundation beyond individual announcements 8. Conduct a media training workshop for 3 approved Foundation spokespersons
Crisis Comms and Reputational Risk Management	1. Develop a risk management framework for the Foundation 2. Produce a stakeholder map for risk management

Provide proactive reputational management, including development of a crisis comms framework. To include: • Protocols, escalation pathways, and crisis messaging frameworks. • Pre-crisis audience mapping and message testing. • Rapid response comms support in response to any crisis or period of heightened scrutiny, including real-time strategic counsel to leadership. • Risk assessment of high-profile events, engagements, and proposed partnerships. • Rolling advisory of reputational, political and conflict issues relevant to the Foundation, key stakeholders and portfolio countries, with actionable insights to inform ongoing communications engagement. • Brunswick will establish and coordinate an Advisory Panel for the Foundation's Director-General, as set out in the technical proposal. • Panel to be convened every four months either in person or virtually. • Panel to be made up of 5-6 senior advisors or partners from the Brunswick global network with the composition agreed in conjunction with the communications and advocacy team. • Brunswick to facilitate agenda and attendance of panel, as well as report of the panel discussions.	3. Develop and synthetically test messaging for 5 priority crisis scenarios annually 4. Support the Foundation with reputation management in the event of a crisis as defined in the risk management framework (number dependent on cadence of crises) 5. Using the approved risk framework, assess risk of 6 proposed events, engagements, or partnerships (number subject to cadence of events, engagements, or partnerships) 6. Monitor and provide live reporting to the comms and advocacy team of developments on 5 reputational issues as identified in the risk management framework 7. Provide a monthly pulse check on up to 5 reputational issues 8. Facilitate a Brunswick Advisory Panel for the Director-General either in-person or virtually every four months (subject the availability of the Director-General). 9. Draft agenda, briefing materials and agree composition of the panel with communications and advocacy team for each session. 10. Produce a report following each panel that captures discussions, insights and agreed actions.
Advocacy engagement • In partnership with MBZFH, identify key advocacy opportunities and target audiences, and map communication and engagement channels to reach them. • Contribute to building transparency and trust with stakeholders. • Identify, propose, and secure relevant speaking engagements for senior staff [up to 6 events a year]. • Help to identify and activate relevant champions and influencers.	1. Produce an annual calendar of advocacy opportunities for the Foundation – linked to key milestones and strategic priorities 2. Secure ~6 speaking opportunities for approved Foundation spokespeople (number dependent on internal approvals on opportunities and availability of spokespeople) 3. Facilitate introductions between the Foundation and potential partners or co-funders (number dependent on internal approvals and availability of spokespeople)
Content and Creative In line with the agreed strategy, development of content and creative assets to include: • Ideation and delivery of compelling stories and creative that capture MBZFH's purpose, work, and impact. • All creative needed to support social/digital posting, including video editing of existing or stock footage.	1. Develop creative assets for social media posts as per the approved monthly social media calendar 2. Develop commissioning briefs and identify potential vendors for 6 bespoke pieces of content for the Foundation (dependant on approval of content concepts by the Foundation)

• Commission vendors to develop bespoke content to support the Foundation's storytelling goals (e.g., video, photography, interviews, VR, immersive experiences). • Planned campaigns as needed in support of key calendar dates, announcements, and milestone moments: e.g., Ramadan; World NTD Day; UNGA, etc. • Support the MBZFH team in ongoing liaison with grantees and partners to identify voices and story opportunities, and to bring these to fruition. • Photography and video-capture within the UAE (e.g., events). Assignments outside the UAE will be priced on a case-by-case basis.	3. Develop creative direction for 3 Foundation campaigns for key calendar dates, announcements, and milestone moments 4. Organise and attend liaison meetings with grantees and partners on a monthly (or quarterly dependent on the organisation) basis (subject to the availability of the organisations and individuals). 5. Develop an action plan after each meeting
Social and Digital Communications Oversee MBZFH's digital channels to grow the Foundation's voice, followers, and engagement. To include: • Develop strategies for channel development and growth, supported by KPIs. • Ideation, briefing, and creative execution of content across social channels, in line with an agreed monthly content calendar. • Active community management across social channels, with agreed response times. • Identify and cultivate relationships with relevant influencers, thought leaders, and connectors to amplify the Foundation's messages and content. • Active management of feeds during media events, and other 'live' moments. • Co-develop and oversee paid media campaigns as required, including influencer engagement and briefing. • Monthly reporting of metrics, progress and sentiment analysis. • Support with updating website content, as needed.	1. Develop an annual digital strategy for the Foundation's owned channels 2. Ideation and creation of a minimum of 12 social media posts on Foundation channels per month (subject to the internal approval of content) 3. Post a minimum of 12 social media posts on Foundation channels per month (subject to the internal approval of content and creative) 4. Produce a list of 10 potential influencers, thought leaders, and connectors and ways to builds or strengthen relationships 5. Co-develop and oversee four paid media campaigns (subject to Foundation approving campaigns) 6. Produce a monthly report of metrics, progress and sentiment analysis.
Overall Project Management and Reporting • Design a project delivery plan with detailed tasks, milestones, and deadlines. • Deliver regular status updates to the team: including monthly reporting on contracted activities against agreed KPIs, media monitoring, and social/digital metrics. Increased frequency may be required for key events or announcements. • Participate in twice-weekly meetings with the MBZFH team, supplemented by ad-hoc	1. Deliver a project delivery plan 2. Maintain project delivery plan on a weekly basis 3. Deliver monthly status report on agreed KPIs for Brunswick 4. Minimum of 3 team members, including one of the lead Directors, to attend weekly meetings with comms and advocacy team, either in person or virtually.

calls with the team and relevant partners as needed.	
---	--