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

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 0.22 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.

<table>
<thead>
<tr>
<th>1. Name of Registrant</th>
<th>2. Registration Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access Partnership Corp.</td>
<td>6887</td>
</tr>
</tbody>
</table>

3. Primary Address of Registrant
1730 Rhode Island Avenue, Suite 512, NW, Washington, DC 20036

4. Name of Foreign Principal
Government of Bermuda Ministry of Home Affairs

5. Address of Foreign Principal
10 Parliament Street
Hamilton, HM
BERMUDA HM12

6. Country/Region Represented
BERMUDA

7. Indicate whether the foreign principal is one of the following:
   - [x] Government of a foreign country
   - [ ] Foreign political party
   - [ ] Foreign or domestic organization: If either, check one of the following:
     - [ ] Partnership
     - [ ] Corporation
     - [ ] Association
     - [ ] Committee
     - [ ] Voluntary group
     - [ ] Other (specify)
   - [ ] Individual-State nationality

8. If the foreign principal is a foreign government, state:
   a) Branch or agency represented by the registrant
      Ministry of Home Affairs, Space and Satellite Admi
   b) Name and title of official with whom registrant engages
      Jeane Nikolai, Ministry of Home Affairs Director of Energy

1 "Government of a foreign country," as defined in Section 1(c) of the Act, includes any person or group of persons exercising sovereignty 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 sovereignty 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 with whom registrant engages
   b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:
   a) State the nature of the business or activity of this foreign principal.
   b) Is this foreign principal:
      Supervised by a foreign government, foreign political party, or other foreign principal  Yes □ No □
      Owned by a foreign government, foreign political party, or other foreign principal  Yes □ No □
      Directed by a foreign government, foreign political party, or other foreign principal  Yes □ No □
      Controlled by a foreign government, foreign political party, or other foreign principal  Yes □ No □
      Financed by a foreign government, foreign political party, or other foreign principal  Yes □ No □
      Subsidized in part by a foreign government, foreign political party, or other foreign principal  Yes □ No □

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

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

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

<table>
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<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Kathryn Martin</td>
<td>/s/Kathryn Martin</td>
</tr>
<tr>
<td>11/09/2020</td>
<td>Richard Upchurch</td>
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</tbody>
</table>
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<tr>
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<th>Signature</th>
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</thead>
<tbody>
<tr>
<td>Oct 29, 2020</td>
<td>Kathryn Martin</td>
<td></td>
</tr>
<tr>
<td>10/21/2020</td>
<td>Richard Upchurch</td>
<td></td>
</tr>
</tbody>
</table>
### 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](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](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 routed to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: [https://www.fara.gov](https://www.fara.gov).

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 0.32 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.

---

### Exhibit B to Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

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<tr>
<th>3. Name of Foreign Principal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Government of Bermuda Ministry of Home Affairs</td>
</tr>
</tbody>
</table>

**Check Appropriate Box:**

4. [x] 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. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? **04/01/2004**

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.

See Appendix for Response

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

Yes ☑️ No ☐

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

See Appendix for Response

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

Yes ☑️ No ☐

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

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

See Appendix for Response

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Contact</th>
<th>Method</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>No Political Activity Contacts to Report</td>
</tr>
</tbody>
</table>
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?

Yes ☑ No ☐

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

<table>
<thead>
<tr>
<th>Date Received</th>
<th>From Whom</th>
<th>Purpose</th>
<th>Amount/Thing of Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/01/2004</td>
<td>Ministry of Home Affairs, Department of Energy and its predecessors</td>
<td>Compensation to support consulting services was given to Access Partnership LLC and Access Partnership Corp through the UK consultancy. Estimated average amount for registerable activities each year is $14000 PER YEAR.</td>
<td>$14,000.00</td>
</tr>
</tbody>
</table>

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?

Yes ☑ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

<table>
<thead>
<tr>
<th>Date</th>
<th>Recipient</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/01/2004</td>
<td>travel services providers (airlines, hotels, restaurants, office supplies)</td>
<td>Support one or two trips each year either to Bermuda or US location. $2000 to $4000 PER YEAR.</td>
<td>$4,000.00</td>
</tr>
</tbody>
</table>

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.

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Date | Printed Name     | Signature
--- | -----------------|--------
Oct 29, 2020 | Kathryn Martin   | [Signature]
10/21/2020 | Richard Upchurch | [Signature]
Appendix
Response to Item 8

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

Access Partnership Ltd is a UK public policy consulting firm that provides regulatory, legislative, compliance, market access advice, and is the entity that holds the contract with the Government of Bermuda. The US-based Access Partnership Corp is the entity that manages any U.S. support, including any of the FARA registerable activities. Access Partnership’s relationship with the Government of Bermuda began on April 19, 2004. Since then, Access Partnership and the Government of Bermuda’s relationship has been focused on developing Bermuda’s satellite communications industry on a global scale through establishment of a licensing system, assisting in development of telecommunications infrastructure, and bringing BermudaSat-1 under the necessary regulatory guidelines. The nature of Access Partnership’s work in the United States has involved coordinating with agencies such as the National Aeronautics and Space Administration (NASA) and the Federal Communications Commission (FCC) in furtherance of these goals. This work was done with the greater purpose of establishing Bermuda as a player in the global satellite communications marketplace. In addition to expanding Bermuda’s space, communications, and satellite presence globally, Access Partnership has also involved itself in the development of Bermuda’s cloud services and storage capabilities, as well as assisting in data privacy issues. Access Partnership and the Government of Bermuda have worked in tandem to make Bermuda a more attractive destination for cloud storage. Through its usual array of services, Access Partnership has helped bring Bermuda’s data privacy policies in line with the global data privacy regulatory climate. Access Partnership and Bermuda’s relationship has continued in the forms of space sustainability and planned cybersecurity workshops.
Appendix

Response to Item 9

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

The scope of Access Partnership’s work with the Government of Bermuda is primarily centered around developing a Bermudian domestic space and satellite economy on global scale. Access Partnership works with the Government of Bermuda and industry stakeholders both within and outside of Bermuda in formulating and drafting policies, legislation and regulations for the purpose of developing space and satellite business in Bermuda. Additional services include telecommunications and regulatory policy advice, representation on the government’s Space and Satellite Policy Advisory Panel, satellite filing, UK-facing representation and advocacy, and additional ad hoc support.

In terms of U.S. engagement, from the years 2012-14 and 2016, Access Partnership conducted outreach to the FCC in order to gain regulatory support for BermudaSat-1’s entry and licensing for the United States market (BermudaSat-1 is the country’s satellite network). In 2013, Access Partnership engaged NASA for support with bringing into use BermudaSat-1. From 2016-2017 Access Partnership conducted outreach to NIST for the purposes of organizing a workshop in Bermuda on the NIST Cybersecurity Framework.

In 2017 and 2020, Access Partnership engaged NASA to explore opportunities for collaboration/partnership-building around space and satellite issues. Access Partnership also worked to arrange an interview with online publication Via Satellite regarding Bermuda’s support for manned and unmanned space flight, as well as Bermuda’s broader space and satellite efforts.
Appendix

Response to Item 10

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

The scope of Access Partnership’s work with the Government of Bermuda is primarily centered around developing an internal domestic space economy. Access Partnership works with the Government of Bermuda and industry stakeholders in formulating and drafting policies, legislation and regulations, for the purposes of developing space and satellite business in Bermuda. Additional services include telecommunications and regulatory policy advice, representation on the government’s Space and Satellite Policy Advisory Panel, satellite filing, UK-facing representation and advocacy, and additional ad hoc support. In terms of U.S. outreach, Access Partnership plans to continue outreach to NASA and U.S. Department of State in regards to future space and satellite development. The broad purpose of these outreach activities is to develop a partnership on space and satellite issues. Furthermore, Access Partnership plans to conduct NASA-facing outreach for the purposes of organizing an educational space camp.

Richard Upchurch political activities

2016: As part of effort to gain regulatory support for Bermudasat-1’s entry into and licensing in U.S. market, arranged meeting with Jose Albuquerque, Satellite Division Chief of FCC, and Mindel de la Torre, Chief of International Bureau of FCC, to discuss freeze on applications of Direct Broadcast Satellites for U.S. service.


2017: Engaged National Aeronautics and Space Administration (NASA) to explore opportunities for collaboration/partnership-building around space and satellite issues. In December 2017, arranged meeting with Al Condes, Associate Administrator for International and Interagency Relations at NASA, and Carolyn Knowles, Director of NASA Internships, Fellowships, and Scholarships, for such purpose.

March 2020: Provided support during meeting with Alexander McDonald, Chief Economist in the Office of the Administrator at NASA, to discuss ideas for developing Bermuda’s local space economy.

September/October 2020: Arrange interview with online publication Via Satellite regarding Bermuda’s support for manned and unmanned space flight, as well as Bermuda’s broader space and satellite efforts.

Kathryn Martin political activities

2004: Introduced foreign officials to FCC officials within the International Bureau to seek clarity on the FCC’s regulations governing foreign-licensed satellites and policies towards satellites located in between orbital slots. Discussed the potential for a Bermuda-licensed satellite to be authorized to offer services to users in the US.

2013: Contacted FCC officials within the International Bureau to seek support in allowing the Echostar satellite to be moved to a different orbital location for which Bermuda had an interest.

2016: As part of the effort to gain regulatory support for Bermudasat-1 entry into and licensing in U.S., participated in a meeting with Jose Albuquerque, Satellite Division Chief of the FCC and Mindel de la Torre, Chief of the International Bureau.

2016: Coordinated and participated in a visit with foreign official to meet with NASA Administrator Bolden in December 2016.

2017: Participated in a meeting with foreign officials and Department of Commerce, National Institute Standards and Technology, Donna Dodson, Chief Cybersecurity Advisor and others in the organization to discuss Bermuda’s efforts to implement cybersecurity guidelines.

2020: Attended conference on space debris in January in Bermuda to discuss spectrum management where US government officials from State Department and NASA were in attendance.
Appendix
Response to Item 11-Desc

The scope of Access Partnership's work with the Government of Bermuda is primarily centered around developing an internal domestic space economy. Access Partnership works with the Government of Bermuda and industry stakeholders in formulating and drafting policies, legislation and regulations, for the purposes of developing space and satellite business in Bermuda. Additional services include telecommunications and regulatory policy advice, representation on the government's Space and Satellite Policy Advisory Panel, satellite filing, UK-facing representation and advocacy, and additional ad hoc support. In terms of U.S. outreach, Access Partnership plans to continue outreach to NASA and U.S. Department of State in regards to future space and satellite development. The broad purpose of these outreach activities is to develop a partnership on space and satellite issues. Furthermore, Access Partnership plans to conduct NASA-facing outreach for the purposes of organizing an educational space camp.

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2013: Contacted FCC officials within the International Bureau to seek support in allowing the EchoStar satellite to be moved to a different orbital location for which Bermuda had an interest.

2016: As part of the effort to gain regulatory support for BermudaSat-1 entry into and licensing in U.S., participated in a meeting with Jose Albuquerque, Satellite Division Chief of the FCC and Mindel de la Torre, Chief of the International Bureau.

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2020: Attended conference on space debris in January in Bermuda to discuss spectrum management where US government officials from State Department and NASA were in attendance.
Dated 1st April 2004

AA ACCESS PARTNERSHIP LIMITED

and

The Ministry of Tourism, Telecommunications and E-Commerce on behalf of the Government of Bermuda

CONSULTANCY AGREEMENT

Barlow Lyde & Gilbert
Beaufort House 15 St Botolph Street London EC3A 7NJ Telephone +44 (0) 20 7247 2277 Fax +44 (0) 20 7643 8504
4420 Nash Court Oxford Business Park Oxford OX4 2RU Telephone +44 (0) 1865 336620 Fax +44 (0) 1865 336611
Website www.blg.co.uk DX 155 London CDE for London office, DX 45404 Cowley for Oxford office

Received by NSD/FARA Registration Unit 11/09/2020 3:08:40 PM
THIS AGREEMENT is made on

BETWEEN:

(1) AA ACCESS PARTNERSHIP LIMITED a company incorporated in England and Wales with registered number 3823061 whose registered office is at Nightingale House, 1-7 Fulham High Street, London, SW6 3JH (the "Consultant");

(2) The Ministry of Tourism, Telecommunications and E-Commerce with responsibility for the Department of Telecommunications on behalf of the Government of Bermuda (herein after called ‘the Client’)

IT IS AGREED as follows:

1 INTERPRETATION

In this Agreement a reference to:

1.1 a clause, Schedule or paragraph are, except where otherwise stated, a reference to a clause of and Schedule to this Agreement and to a paragraph of the relevant Schedule and further, the Schedule forms part of this Agreement and shall be read as though they were set out in this Agreement;

1.2 the index and headings in this Agreement are for convenience only and shall not affect its interpretation.

2 CONSULTANCY SERVICES

2.1 The Client engages the Consultant to provide consultancy services (“the Services”) described in the Schedule.

2.2 The Consultant warrants that its employees have the experience necessary to carry out the Services efficiently within the terms of this Agreement.

3 DURATION

3.1 The Consultant will commence the Services on or around the date specified in the Schedule. This Agreement will continue in operation until the Services have been completed or until it is terminated in accordance with clause 12 (Cancellation and Termination).

4 DELIVERY

4.1 Any date mentioned is given only as a guide and the Consultant is not liable for any loss whatsoever arising from its failure to perform the Services on or by the stated date(s).

5 CONSULTANT’S OBLIGATIONS

5.1 During the period of this Agreement the Consultant will supply its employees to perform the Services on a non-exclusive ‘when-needed’ basis at such times and at such locations as the Client and the Consultant shall agree from time to time.
5.2 The Consultant’s employees’ activities are at all times under Consultant’s exclusive direction and control.

5.3 The Consultant shall be responsible for organising how and in what order the work is done, and shall liaise with the Client’s contact whose details are in the Schedule to ensure that due account is taken of the impact of the timing of the performance of the Services upon the activities of the Client and any other consultant or contractor also engaged by the Client.

5.4 The Consultant shall be responsible for rectification of any unsatisfactory work at its own expense.

5.5 The Consultant shall only be entitled to invoice for time actually worked by its employees and the Client shall not make any payment for holidays or any other absence of the Consultant’s employees.

5.6 The Consultant shall be responsible for the provision of all equipment needed to perform the Services.

6 CLIENT’S OBLIGATIONS

6.1 During the period of this Agreement and subject to section 13 (Confidential Information), the Client will afford the Consultant’s employees performing the Services such access to the Client’s offices and properties and to the Client’s information and records as the Consultant may require to provide the Services.

6.2 The Client shall, if required, at its expense supply the Consultant with all necessary information and materials relating to the Services within sufficient time to enable the Consultant to provide the Services in accordance with this Agreement. The Client shall ensure the accuracy of all information and materials it supplies, and in this respect the Client shall not be responsible for checking its accuracy.

6.3 The Client shall, at its expense retain duplicate copies of all information and materials it supplies and ensure against their accidental damage or loss. The Consultant shall have no liability for any such loss or damage, however caused. All information and materials supplied by the Consultant to the Client shall be at the Client’s sole risk from the time of delivery.

6.4 The Consultant may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.
Agreement with Government of Bermuda/April 2004

7 FEES

7.1 The Client will pay the Consultant the fees specified in the Schedule.

7.2 VAT, where applicable, will be shown separately on all invoices.

7.3 The Consultant reserves the right, by giving the Client notice, at any time prior to performance to adjust the price of the Services to take account of any reasonable increase in its costs owing to factors beyond its control.

7.4 Where fees are quoted on a time spent basis:

7.4.1 daily rates are calculated on the basis of a standard 8.30am/5.30pm working day and the Consultant charges for any additional time as a proportion of the daily rate;

7.4.2 statements as to total work time involved in providing the Services are estimates only, and while every effort is made to ensure accuracy, the Client shall remain fully liable for fees resulting from any time or work overruns;

7.4.3 without prejudice to the previous section (7.4.2), if circumstances arise which make it clear that the Consultant has materially underestimated the total work time involved, then it shall give the Client a new estimate as soon as possible.

7.5 Subject to any special terms agreed, the Client shall pay the Consultant’s charges and any additional sums which are agreed between the parties for the provision of the Services or which, in the Consultant’s sole discretion, are required as a result of the Client’s instructions or lack of instructions, the inaccuracy of any information or materials supplied by the Client, or any other cause attributable to the Client.

8 EXPENSES

The Client will reimburse to the Consultant all travelling and other expenses reasonably incurred by him in the proper performance of his duties provided that on request the Consultant will provide the Client with such vouchers or other evidence of actual payment of such expenses that the Client may reasonably require.

9 PAYMENT

9.1 The Consultant will submit itemised monthly invoices in respect of the Services provided during the previous month.

9.2 Unless otherwise agreed, payment is due on receipt of the Consultant’s invoice.

9.3 Time for payment is of the essence. The Consultant reserves the right to charge interest at the rate of 4% above the Bank of England base rate for the time being on overdue amounts.

9.4 The Client shall not have the right to set off counter-claim amounts against the Consultant’s fees.

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9.5 If payment becomes overdue in excess of sixty (60) days, the Consultant reserves the right to instruct its solicitors to recover the sums due. If the Consultant does instruct its solicitors, the Client shall on demand and on a full indemnity basis, pay to the Consultant all costs and expenses (including, but not limited to, court costs, solicitors’ fees and disbursements and all other out of pocket expenses and any VAT on such costs and expenses) which it incurs in connection with any action or court proceedings (including enforcement proceedings) taken by its solicitors to recover the sums due.

9.6 The Consultant reserves the right to suspend the Services if any payment due from the Client under a contract between the parties is more than 14 days overdue. The Consultant is not liable for any loss or damage of any kind resulting from such suspension.

9.7 The Consultant reserves the right at any time at its discretion to demand security for payment before continuing with performance of the Services.

10 CONSULTANT’S WARRANTIES

10.1 The Consultant warrants that the Services are provided with reasonable skill and care.

10.2 Where the Services include information compiled from reputable third party sources, the Consultant does not warrant that such information is wholly accurate or complete, and in this respect the Consultant does not accept liability for errors or omissions whether or not arising from its negligence.

10.3 The Consultant warrants that if there are any inaccuracies in any information or materials provided in accordance with this Agreement, it shall rectify any such inaccuracies during the period of three (3) months from provision of such information or materials. To claim the benefit of this warranty the Client must inform the Consultant of the relevant inaccuracies within seven (7) days of discovering them. Any materials will be at the Client’s risk in respect of loss while in transit to the Consultant.

11 CLIENT’S WARRANTIES

The Client warrants that any information or materials it supplies and their use by the Consultant for the purpose of providing the Services will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Consultant against any loss, damages, costs, expenses or other claims arising from any such infringement.
12 CANCELLATION AND TERMINATION

12.1 Termination of this Agreement will be without prejudice to the rights and obligations of the parties as at the date of termination.

13 CONFIDENTIAL INFORMATION

13.1 Both parties agree to treat as secret and confidential any information relating to the other’s business affairs or finances, technology, technical processes, or any such information relating to a subsidiary, supplier, customer or company of the other party where such information was acquired by each party carrying out its obligations in accordance with this Agreement.

13.2 Both parties shall not disclose such confidential information to any other person except as required by law or to the extent necessary for the purposes contemplated by this Agreement.

13.3 These obligations shall not extend to information which:

13.3.1 was rightfully in the recipient’s possession prior to the date of this Agreement; or

13.3.2 (except in the case of a complex body of information) is already public knowledge or becomes so in future (otherwise than through unauthorised disclosure by the recipient).

14 INTELLECTUAL PROPERTY

14.1 All copyright and other intellectual property rights in all materials developed, written or prepared on whatever media by the Consultant or its agents or sub-contractors in the course of performing the Services remain vested in the Consultant.

14.2 On receipt of payment in full for the Services, the Consultant grants the Client a non-exclusive non-transferable licence to use the materials developed, written or prepared by the Consultant or its agents or sub-contractors in the course of performing the Services for the Client’s own internal business purposes only.

14.3 In respect of the Client’s intellectual property rights in the information and materials it provides, it grants the Consultant the necessary licences to enable it to provide the Services. The Consultant shall take all reasonable precautions, but it does not accept any liability for unauthorised use or copying of the information and materials the Client provides by third parties.

14.4 The Client agrees that nothing in this Agreement shall prevent the Consultant from using for any purpose whatsoever its know-how, show-how or techniques, acquired in the course of the Consultant’s business and acquired in any collaboration with the Client under this Agreement.

15 LIABILITY

15.1 The Consultant shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any information, material or instructions
supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

15.2 Both parties will accept liability without limit for (i) death or personal injury caused by that party’s negligence or the negligence of its employees acting in the course of their employment; (ii) any fraudulent pre-contractual misrepresentations made by that party on which the other party can be shown to have relied; and (iii) any other liability which by law cannot be excluded.

15.3 The Consultant will accept liability to pay damages to the Client in respect of loss or damage arising out of its breach of contract or negligence. Subject to clause 15.2, the Consultant’s liability to the Client arising out of or relating to this Agreement, including without limitation in respect of performance or non-performance of obligations, whether in contract, tort (including without limitation negligence), statute or otherwise, will not exceed the aggregate value of the Agreement.

15.4 Notwithstanding clause 15.3 above, in no event will the Consultant have any liability for consequential, special or indirect losses, nor for loss of profit, loss of goodwill or failure to achieve anticipated savings or benefits where such losses are consequential, special or indirect.

16 INDEMNITY

16.1 The Client will indemnify the Consultant against any loss, damage, costs and expenses of any kind incurred by the Consultant in respect of any claim arising out of the performance of the Services brought against him by a third party for loss, injury or damage resulting from:

16.1.1 any negligent act or omission, wilful misconduct or breach of statutory duty by the Client, its employees, agents or subcontractors; and

16.1.2 any act carried out by the Consultant which the Client expressly authorised or ratified.

17 STATUS AND TAX LIABILITIES

17.1 It is hereby declared that it is the intention of the parties that the Consultant will have the status of an independent contractor and will not be entitled to any pension, bonus or other fringe benefits from the Client.

17.2 The Consultant will be responsible for and discharge its employees’ income tax liabilities and National Insurance or similar contributions.

18 APPOINTMENT OF SUB-CONTRACTORS

In the performance of its services, the Consultant will be entitled to sub-contract such work as it deems necessary.
19 **FORCE MAJEURE**

19.1 The Consultant will not be in breach of this Agreement if it fails to perform any of its obligations because of reasons beyond its control, which would include acts of God, fire, acts of government or state, civil commotion or insurrection and any other reason beyond its control. If the Consultant is unable to perform its obligations as a direct result of any such reason, it will give written notice to the Client stating the reason in question. The operation of this Agreement will be suspended during the period in which the reason preventing performance continues.

19.2 If the circumstances preventing performance continue for three (3) months, either party may terminate this Agreement immediately by notice to the other.

19.3 If this Agreement is terminated in this way the Consultant is not liable to the Client for any loss or damage caused by the failure to perform the Services.

20 **WAIVER**

Waiver by either party of a breach of any provision of this Agreement will not be considered as a waiver of any subsequent breach of the same or any other provision.

21 **VARIATION**

The terms of this Agreement may only be varied in writing signed by both parties.

22 **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the matters dealt with in this Agreement and supersedes any previous agreement between the parties in relation to such matters.

23 **INDEPENDENT CONTRACTORS**

The Consultant is an independent contractor and nothing in this contract shall render it the Client's agent or partner.

24 **SEVERANCE**

If the whole or any part of any term or provision of this Agreement is held unenforceable under any enactment or rule of law, that term or provision or part of it shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder shall not be affected.

25 **NOTICES**

Any notice given by either party to the other will be in writing addressed to that other party at its registered office or principal place of business.
26 APPLICABLE LAW

English law applies to this Agreement and any dispute arising in connection with it is subject to the non-exclusive jurisdiction of the English and/or Bermuda courts.

SIGNED by

Gregory E. Francis for and on behalf of AA ACCESS PARTNERSHIP LIMITED

SIGNED by

William G. Francis

Director of Telecommunications for and on behalf of the Ministry of Tourism, Telecommunications and E-Commerce
SCHEDULE

1 Services

Identify satellite assignments and filings within 10° of the orbital slot (96.2°W) and examine the band overlap and filing priority (where applicable). Identify all current holders of filings or rights to slots around the target location. Also identify the frequencies filed or assigned to each location, and the status that each filing holds (for non-planned filings). This will enable us to estimate the likelihood of implementation of some filings. (56 hours)

Conduct a brief review of FCC licensing rounds for foreign satellite access to US. This is to ensure that any relevant pending filing rounds are identified, and any associated technical rules or constraints that may impact Bermuda's access to the US market are noted. (8 hours)

Estimate the scope for further filings to expand the value of 96.2°W: Summarising the findings of the above examinations, make an initial estimate of the likelihood of successful expansion of the 96.2°W slot. (16 hours)

Note: the report would detail the likely opportunities and impediments to expanding the slot. It will also contain technical and procedural recommendations that may need to be used during the commercial strategy discussions.

2 Fees will be US$ 187.50 per hour.

3 Client Contact Details:

William G. Francis – Director of Telecommunications
Department of Telecommunications
P.O. Box HM 101
Hamilton HM AX
Bermuda

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Fax: (441) 295-1462
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4 Date of commencement of Services: [19 April 2004]