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 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
   First International Resources, LLC

2. Registration Number
   7306

3. Primary Address of Registrant
   2200 Fletcher Avenue, Suite 500, Fort Lee, NJ 07024

4. Name of Foreign Principal
   Abu Dhabi Future Energy Company - MASDAR

5. Address of Foreign Principal
   P.O. Box 54115
   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 country
   ☐ Foreign political party
   ☑ Foreign or domestic organization: If either, check one of the following:
     ☐ Partnership
     ☐ Corporation
     ☐ Association
     ☐ Committee
     ☐ Voluntary group
     ☐ Other (specify) Joint Stock Company
   ☐ 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.

    NASDAR is a renewable energy company that is owned by the Abu Dhabi National Oil Company (ADNOC), Mubadala Investment Company, Abu Dhabi National Energy Company PJSC (TAQA)

    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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Printed Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/04/2023</td>
<td>Joseph Shwirtz</td>
<td>/s/Joseph Shwirtz</td>
</tr>
</tbody>
</table>
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
August 3, 2023  Joseph Shwirtz
Appendix
Response to Item 11

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

Item 10(b) Supervised: The foreign principal is a renewable energy company in Abu Dhabi which is a wholly owned subsidiary of Mubadala Development Company, a sovereign wealth fund.

Item 10(b) Owned: The foreign principal is a renewable energy company in Abu Dhabi which is a wholly owned subsidiary of Mubadala Development Company, a sovereign wealth fund.

Item 10(b) Directed: The foreign principal is a renewable energy company in Abu Dhabi which is a wholly owned subsidiary of Mubadala Development Company, a sovereign wealth fund.

Item 10(b) Controlled: The foreign principal is a renewable energy company in Abu Dhabi which is a wholly owned subsidiary of Mubadala Development Company, a sovereign wealth fund.

Item 10(b) Financed: The foreign principal is a renewable energy company in Abu Dhabi which is a wholly owned subsidiary of Mubadala Development Company, a sovereign wealth fund.

Item 10(b) Subsidized: The foreign principal is a renewable energy company in Abu Dhabi which is a wholly owned subsidiary of Mubadala Development Company, a sovereign wealth fund.
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 in print and 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
First International Resources, LLC

2. Registration Number
7306

3. Name of Foreign Principal
Abu Dhabi Future Energy Company - MASDAR

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

7. What is the date of the contract or agreement with the foreign principal? 07/27/2023

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

Provide strategic communications counsel on behalf of MASDAR for COP28 Climate Summit. The redacted portions of page 22 of the Agreement are related to fees outside of U.S.-related activities. The portion that is U.S.-related is §132,500.
9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide strategic counsel and communications support and outreach to key stakeholders.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act1.

   Yes [x]   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.

   Provide strategic counsel and communications support and outreach to key stakeholders.

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

   Yes [□]   No [x]

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

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

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

   Date   Contact   Method   Purpose
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>
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13. During the period beginning 60 days prior to the obligation to register 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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Recipient</th>
<th>Purpose</th>
<th>Amount/Thing of Value</th>
</tr>
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</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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<tr>
<td>08/04/2023</td>
<td>Joseph Shwirtz</td>
<td>/s/Joseph Shwirtz</td>
</tr>
</tbody>
</table>
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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<tr>
<td>August 3, 2023</td>
<td>Joseph Shwartz</td>
<td></td>
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</table>
ABU DHABI FUTURE ENERGY COMPANY PJSC- MASDAR (1)  

and  

FIRST INTERNATIONAL RESOURCES (2)  

PROFESSIONAL SERVICES AGREEMENT  
FOR  
APPOINTMENT OF CONSULTANT FOR  
COP28 STRATEGIC COMMUNICATIONS AND POSITIONING CAMPAIGN  

Agreement Reference Number: PACS-P-PAC-C-PSA-23-30379  

Version 2 – 2019  
Dated: 08/May/19
THIS AGREEMENT is dated dated ..........................2023

BETWEEN:

(1) Abu Dhabi Future Energy Company PJSC- Masdar, a public joint stock company existing under the laws of the Emirate of Abu Dhabi and whose principal address is P.O. Box 54115, Abu Dhabi, United Arab Emirates, acting for and on behalf of the Climate Envoy Office (COP28 Office); hereinafter referred to as (the Company); and

(2) First International Resources, a company that is located at 2200 Fletcher Avenue, Suite 500, Fort Lee, NJ 07024 (the Consultant).

Company and the Consultant shall be referred to herein either individually as a Party or collectively as the Parties.

WHEREAS:

(A) The Consultant is engaged in the business of providing Consultancy Services for Implementing a coordinated strategic communications and positioning campaign OSECC-COP28 and has considerable skill, knowledge and experience in that field to perform such services.

(B) In reliance upon the Consultant's skill, knowledge and experience, Company has agreed to engage the Consultant to provide the Services (as defined below) to the Company or any other person or entity designated by the Company in writing for this purpose, and the Consultant has agreed to accept the engagement on the terms and conditions set out in this Agreement.

(C) All references to the Company, in this Agreement are to, and are to be interpreted as being in reference to, The Climate Envoy Office (COP 28 Office), and unless otherwise indicated, the day-to-day management of all matters under this Agreement shall be carried out by the representative of The Climate Envoy Office mentioned in Schedule 1, or their delegate.

NOW, THEREFORE, it is agreed as follows:

1. INTERPRETATION

1.1 In this Agreement:

an Affiliate of the Consultant, means any person directly Controlling, Controlled by or under direct or indirect Common Control with the Consultant;

an Affiliate of the Company means Abu Dhabi National Energy Company PJSC and any person Controlled by Abu Dhabi National Energy Company PJSC;

Commencement Date means the execution date of the Agreement;

Confidential Information has the meaning ascribed to it in Clause 10;

Consultant’s Materials means any property of the Consultant (other than any Project Materials);

Controlling (including the terms Controlling, Controlled by and under Common Control) with respect to the relationship between two or more persons, means the possession, directly or indirectly by equity ownership, contract or otherwise, of the power to direct the management or policies of the specified person;

Currency: US$;
Deliverables means the deliverables to be supplied by the Consultant to the Company as part of the Services or as agreed between the Parties from time to time;

Fees means the fee or fees specified in Schedule 1 payable by the Company to the Consultant in respect of the Services;

Good Industry Practice means the practices, methods and procedures and that degree of skill, diligence, prudence and foresight which would reasonably be expected to be observed by a skilled and experienced consultant of international repute engaged in carrying out activities the same as, or similar to, the Services under the same or similar circumstances;

Intellectual Property Rights means (i) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

Project Materials means any works and materials created, developed, written or prepared by the Consultant, in relation to, or as part of, the performance of the Services (whether individually, collectively or jointly with the Company and on whatever media) including the Deliverables and any computer software programs, reports, studies, data, databases, diagrams, charts, specifications, pre-contractual and contractual documents and all drafts thereof and working papers relating thereto, but excluding the Consultant's ordinary correspondence, know-how, methodology and tools; and

Project Representative means the Company's Representative as identified under Schedule 1.

Services means the services (including provision of the Deliverables) to be provided by the Consultant under this Agreement including, those identified in Schedule 1.

VAT means (i) value added tax, (ii) any goods and services, sales, consumption or turnover Tax and/or (iii) any imposition or levy of a like nature.

1.2 In this Agreement:

(a) references to a person include an individual, a body corporate, a partnership and an unincorporated association of persons; and

(b) references to a party to this Agreement include references to the successors or assigns (immediate or otherwise) of that party.

1.3 Clauses 1.1 and 1.2 apply unless expressly defined or set out otherwise.

1.4 The headings in this Agreement do not affect its interpretation. The recitals to this Agreement shall form a part hereof.

1.5 The schedules and appendices to this Agreement form part of it and any reference to Clauses, Schedules or Appendices means a clause, schedule or appendix to this Agreement respectively.

1.6 The words includes or including shall mean including without limitation.

1.7 Subject to clause 1.8 below; if there is any conflict or inconsistency between a term in the main part of this Agreement and a term in any of the Schedules or Appendices or other documents referred to or otherwise incorporated into this Agreement, the term in the main part of this Agreement shall prevail to the extent of the conflict or inconsistency.
1.8 If there is any conflict or inconsistency between a term in the main part of this Agreement and a term in paragraph 6 of Schedule 1 "DEViations TO STANDARD TERMS AND CONDITIONS", the term in paragraph 6 of Schedule 1 "DEViations TO STANDARD TERMS AND CONDITIONS" shall prevail to the extent of the conflict or inconsistency

2. SERVICES

2.1 With effect from the Commencement Date, the Company hereby appoints the Consultant to perform the Services and the Consultant hereby accepts the appointment to perform the Services in accordance with this Agreement.

2.2 The Consultant shall devote to his obligations under this Agreement his time, attention, skill and care as may be necessary for the proper performance of those obligations.

3. TERM

This Agreement shall commence on the Commencement Date and shall continue, unless earlier terminated pursuant to this Agreement or otherwise agreed by the Parties in writing, until completion of the Services to the reasonable satisfaction of Company.

4. TIME FOR PERFORMANCE

4.1 Any time for performance of the Services shall be as specified in Schedule 1 and time shall be of the essence. If no time for performance is specified for completion of the Services or any particular part of the Services, then the Consultant shall perform such Services within a time to be agreed by the Parties, or, failing such Agreement, within a reasonable time given the nature and extent of the Services.

4.2 The Consultant shall not be liable to the Company for any delay in providing the Services caused either in whole or in part by any failure to act of the Company nor for any delay caused either in whole or in part resulting from acts beyond the reasonable control of the Consultant, including acts of God, war, fire, flood, explosion, epidemics or civil commotion.

5. CONSULTANT'S UNDERTAKINGS

The Consultant represents, warrants and undertakes to the Company that:

(a) the Agreement, upon execution, will constitute a valid and legally binding Agreement of, the Consultant, enforceable against the Consultant in accordance with its terms;

(b) he possesses all requisite certificates, authorisations and permits (whether issued by any regulatory authority or otherwise) for the performance of the Services;

(c) he will, at all times during the performance of the Services, keep himself acquainted with and comply with all relevant laws, decrees, regulations, rules, procedures and codes of practice at any location where the Consultant is performing the Services;

(d) he has the necessary skill and expertise which would reasonably be expected to be observed by a skilled and experienced person engaged in carrying out activities the same as, or similar to, the Services on the terms set out in this Agreement;

(e) he will comply with the requirements specified in Schedule 1 and will provide the Services with the care, skill and diligence required in accordance with Good Industry Practice and all applicable laws;
(f) where it is necessary to perform any design work in the performance of the Services, he will ensure such design work is free from any defect in design and workmanship, is fit for the purpose intended and is performed in accordance with Good Industry Practice and all applicable laws;

(g) unless specifically authorised in writing by the Company, he shall not have any authority to incur expenditure in the name or for the account of the Company or hold himself out in any way as having authority to bind the Company;

(h) he will not accept or give any commission or gift or other financial benefit or inducement from or to any person or party in connection with the Services, and will immediately give the Company details of any such commission, gift, benefit or inducement which may be offered; and

(i) will be or will become a member of the UN-backed ‘Race to Zero’ (or an equivalent commitment initiative in agreement with the Company) so as to align with the principles of the event and its delivery

(A) where the Contractor commits to become a member, the application form or equivalent proof of application evidence will be submitted within fourteen (14) days to the Company, and the Contractor will have publicly made their pledge within thirty (30) days and notified the Company of such.

6. COMPANY'S OBLIGATIONS

6.1 Company shall:

(a) provide the Consultant with any information and documents as the Consultant may reasonably request for the proper performance of his obligations under this Agreement; and

(b) use its reasonable efforts to allow the Consultant such access to the Company’s premises and to such other premises and property as is necessary to perform the Services during normal business hours; provided that the Company reserves the right (at its sole discretion) to refuse entry to the Consultant.

6.2 The Company makes no representation or warranty, express or implied, whether as to the accuracy, reliability or completeness (or otherwise) of any information or documents.

7. PAYMENT

7.1 In consideration for the Consultant performing the Services on the terms of this Agreement, the Company shall pay to the Consultant the Fees and expenses, if any, in accordance with the terms of Schedule 1. Other than as expressly provided in Schedule 1, the Fees shall be inclusive of all charges, disbursements and taxes of any nature whatsoever.

7.2 The Consultant shall be entitled to render invoices in accordance with Schedule 1 and payment of any sums due shall be made, subject to Clause 7.3, and unless the Parties agree otherwise, within thirty (30) days following the receipt of the invoice was properly rendered; provided that an invoice shall be deemed to be properly rendered only once the Consultant has submitted all documents reasonably required by the Company to support each invoice. All invoices and supporting documentation must be sent to the invoice address specified in Schedule 1. The Consultant shall ensure that all payments due to its sub-consultants, suppliers and other service providers, are made within thirty (30) days following the receipt by Consultant of the payment from the Company.
7.3 If any part of the Fees is subject to a bona fide dispute between the Company and the Consultant, the following provisions shall apply:

(a) the Company shall pay to the Consultant, in accordance with Clause 7.1, all amounts not disputed in good faith by the Company;

(b) the Company shall notify the Consultant within fourteen (14) days from the date of receipt of correct invoice of any disputed items and shall describe in reasonable detail the Company's reasons for disputing each item; and

(c) within seven (7) days after the Consultant has received the notice referred to in clause 7.3(b), the Parties shall seek to reach settlement on the items that are the subject of the dispute and the Consultant shall revisit its submitted invoices against the reached settlement.

7.4 The Company shall reimburse the Consultant for all expenses, if any, of the types identified in Schedule 1 which are properly and reasonably incurred by the Consultant in the provision of the Services provided that (i) the Company may require the Consultant to provide appropriate receipts or any other reasonable evidence of such expenditures and (ii) if any of these expenses exceed the aggregate amount (if any) specified in Schedule 1 the Company shall not be obliged to reimburse the Consultant for the excess unless the additional expenses have been approved by the Company prior to their being incurred.

7.5 The Fees specified in Schedule 1 may not be increased without the prior written consent of the Company.

7.6 The Company shall have the right to deduct from any monies due or which may become due to the Consultant, any monies or sums recoverable from the Consultant to the Company in respect of any claims against the Consultant.

7.7 Payment by the Company shall be without limitation to any claims or rights which the Company may have against the Consultant and shall not constitute any acceptance by the Company of the performance by the Consultant of its obligations hereunder.

7.8 All sums set out in this Agreement or otherwise payable by the Company to the Consultant pursuant to this Agreement shall be deemed to be inclusive of any VAT, sales or any similar Tax.

7.9 The Consultant must, as a precondition to any payments under this Agreement, provide the Company a VAT compliant Tax invoice(s).

7.10 If an adjustment arises in connection with a supply made under this Agreement, the Consultant must provide the Company a VAT compliant credit or debit note in accordance with the VAT legislation in the UAE.

8. PROJECT MANAGEMENT

8.1 The Company has appointed a Project Representative of the Company who shall be responsible for the co-ordination of all matters relating to the Services. The Project Representative for the Company is specified in Schedule 1. The Consultant undertakes to comply with the reasonable instructions of the Company and/or the Project Representative which may be given from time to time.

8.2 The Company and the Consultant shall meet as often as reasonably requested by the Company to ensure efficient performance of the Services.
8.3 The Consultant will prepare and submit any reports (including any Deliverables) and supply any information relating to the Services as may from time to time be reasonably required by the Company, in the format required by the Company.

8.4 The Consultant will keep detailed records of all activities undertaken in connection with the provision of Services and shall, at the Company's request, make them available for inspection and/or provide copies thereof to the Company.

8.5 The Consultant shall ensure that while he is on the Company's premises, he will observe and comply with all applicable rules and regulations relating to sustainability, environment, health, safety and security.

9. **INTELLECTUAL PROPERTY RIGHTS AND RELIANCE**

9.1 The Company acknowledges that the Consultant's Materials are vested, and shall remain vested, with the Consultant.

9.2 The Consultant acknowledges that in the course of providing the Services the Consultant may use products, materials and methodologies proprietary to the Company or any Affiliate of the Company. The Consultant agrees that he shall not acquire any rights in those proprietary products, materials and methodologies whether under this Agreement or otherwise.

9.3 All Intellectual Property Rights in the Project Materials, whether on the date of receipt of the Project Materials or anytime thereafter, shall belong exclusively to the Company (or such other Affiliate as the Company may direct) and shall vest in the Company (or such other Affiliate as the Company may direct) unconditionally and immediately on the Project Materials having been created, developed, written or prepared. The Consultant shall, and shall ensure that each subcontractor shall, at the Company's expense, take all steps and sign all documents necessary to formalise such vesting in the Company (or such person or entity as the Company shall direct) or otherwise register such Intellectual Property Rights in the name of the Company or any person or entity designated by the Company subject to submission of such request by the Consultant and receipt of prior written approval from the Company on cost.

9.4 In consideration of the Company entering into this Agreement, the Consultant:

   (a) as beneficial owner assigns (or shall procure the assignment) to the Company (or such other person or entity as the Company may direct) for all purposes the copyright and (to the extent capable of assignment under this Clause 9.4) all other Intellectual Property Rights in the Project Materials; and

   (b) unconditionally and irrevocably waives (or shall procure the waiver of) all moral rights that exist or may exist in the Project Materials.

9.5 At the request of the Company, and in any event on the termination of this Agreement, the Consultant shall promptly deliver to the Company all copies of the Project Materials in the Consultant's possession or under its control and dispose of any soft copies in the possession of the Consultant or any of his sub-consultants / sub-contractors / providers accordingly.

9.6 The Consultant represents, warrants and undertakes that the Project Materials will be, so far as they do not comprise material originating from the Company, its employees, agents or subcontractors, original works of authorship and their use or possession by the Company, any of its Affiliates or the Consultant will not subject the Company, any of its Affiliates or the Consultant to any claim for infringement of any Intellectual Property Rights of any third party.
9.7 The Consultant undertakes to defend and hold harmless the Company and its Affiliates from and against any claim or action that the use or possession of the Project Materials (other than to the extent that the relevant Project Materials comprise material originating from the Company, its employees, agents or subcontractors) or any part of them by the Company or any of its Affiliates or the receipt by the Company or any of its Affiliates of any Services (or any part thereof) infringes the Intellectual Property Rights of a third party (the IPR Claim) and shall indemnify the Company and each of its Affiliates from and against any and all losses, damages, costs (including reasonable legal and other professional fees) expenses and other liabilities incurred by or awarded against the Company or any of its Affiliates as a result of or in connection with any IPR Claim.

9.8 If any IPR Claim is made, or in the Consultant's reasonable opinion is likely to be made, against the Company or any of its Affiliates, the Consultant shall promptly and at its own cost and expense either:

(a) obtain for the Company and each of its Affiliates (or such other person or entity as the Company shall require) the right to continue using the Services and the Project Materials in the manner permitted under this Agreement; or

(b) modify or replace the infringing part of the Services and the Project Materials so as to avoid the infringement or alleged infringement, without prejudice to the representations and warranties in this Agreement in relation to all and every part of the Services or the Project Materials, and without diminishing or curtailing in any material respect the value of the Project Materials and/or the Services.

9.9 The Consultant consents to allow the Company and any Affiliate of the Company to rely on the work and or service products in the Deliverables provided hereunder and on the Services being provided hereunder in accordance with the terms and conditions set forth herein.

9.10 This Clause 9 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

10. CONFIDENTIALITY AND ANNOUNCEMENTS

10.1 The Consultant undertakes to The Climate Envoy Office and Abu Dhabi Future Energy Company PJSC – Masdar (together the “parties”) to treat as confidential all Confidential Information. Confidential Information means all information of whatever nature relating wholly or partly to the Services or the affairs of the aforementioned parties which:

(a) is supplied by or on behalf of the parties to the Consultant, in writing or orally and whether before or after the date of this Agreement;

(b) is obtained by the Consultant, in writing or orally, through or following discussions with the management, employees, agents or advisers of the parties;

(c) is acquired by observation or attendance by the Consultant, at the offices or other premises of the parties; or

(d) consists of any reports, analyses, compilations, studies or other documents prepared by, on behalf of or for the Consultant, and which contain or are derived from or otherwise reflect any information described in Clause 10.1 to Clause 10.1(c).

10.2 The Consultant may only use the Confidential Information for the purposes of this Agreement.

10.3 This Clause 10 shall not apply to any information which:
(a) at the time of its supply by (or on behalf of) the parties is in, or subsequently comes into, the public domain, except through breach of any of the undertakings set out in this Agreement;

(b) is already in the lawful possession of the Consultant;

(c) subsequently comes lawfully into the possession of the Consultant from a third party who does not owe the parties an obligation of confidence in relation to it; or

(d) is required to be disclosed by law, regulation or any governmental or competent regulatory authority (including any securities exchange); provided that, to the extent reasonably practicable, the Party required to make such disclosure shall consult in advance with (and take into account the reasonable requests of) the parties on the proposed form, timing, content and purpose of the disclosure.

10.4 The Consultant undertakes that he shall not, without the prior written consent of the parties permit or authorise the making of any reference to this Agreement or to the Services or to the parties business operations, marketing and/or other plans. Any request by the Consultant to make any such reference shall be made in writing to the parties and shall be accompanied by a copy of the proposed reference and details of the time and medium for advertisement or announcement together with such other information or documentation as the parties may request.

10.5 Without affecting any other rights or remedies that the parties may have, the Consultant acknowledges that a person with rights under this Clause 10 may be irreparably harmed by any breach of its terms and that damages alone may not necessarily be an adequate remedy. Accordingly, the Consultant hereby acknowledges (without proof of actual damages) that injunctive relief, specific performance or other equitable relief in favour of the Company or any Affiliate thereof may be an appropriate and necessary remedy for any threatened or actual breach of the terms of Clause 10.

10.6 This Clause 10 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement for five (5) years from the date of completion of the Services.

11. TERMINATION

11.1 The Company shall be entitled to terminate this Agreement without cause at any time on giving the Consultant not less than fourteen (14) days' prior written notice of termination.

11.2 Each Party shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the other if the other Party is in material breach of any of its obligations under this Agreement and either that breach is incapable of remedy or the other Party shall have failed to remedy that breach within seven (7) days after receiving written notice requiring it to remedy that breach.

11.3 If the Company terminates this Agreement pursuant to Clause 11.1 or if the Consultant terminates this Agreement under Clause 11.2, the Company shall pay the Consultant the proportion of the outstanding Fees payable for the Services as relates to the services properly and satisfactorily carried out or where the Services are charged on a time basis, for the time properly and necessarily spent on the Services, as certified by the Company prior to the effective date of termination.

11.4 If Company exercises its rights of termination under Clause 11.2, it shall not be liable to the Consultant for any losses, claims, damages, fees, liabilities, costs or expenses suffered or incurred by the Consultant and resulting from such termination. In any event, under no circumstances shall the Company be liable to the Consultant for any indirect or consequential loss (including loss of goodwill, loss of profit, loss of any contract, loss of opportunity, loss of anticipated profits or revenue or costs of capital) as a result of termination of this Agreement.
11.5 Upon expiry or termination, as the case may be, of this Agreement, the Consultant shall promptly deliver to the Company, upon its request, all Project Materials, Deliverables (in any state of completion) and Confidential Information together with any books, papers, materials and other related property relating to the business of the Company or relating to this Agreement or the Services that are in the Consultant's possession or under the Consultant's control and shall delete all soft copies in its control. No copies of the foregoing items may be retained by the Consultant for record purposes, except as required by law.

11.6 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination.

12. LIABILITY

12.1 The Consultant shall defend, hold harmless and indemnify the parties, from and against any and all losses, claims, costs, liabilities, damages (including any loss of, or damage to, any property of, or injury to or death of, any person) and expenses suffered or incurred by the parties, their respective directors, officers, employees and agents (the Indemnified Persons) arising from or in connection with any willful or negligent act or omission by the Consultant or its officers, directors, employees, agents or subcontractors and/or any breach by the Consultant of this Agreement, applicable laws or arising directly or indirectly out of the performance by the Consultant of its obligations under this Agreement.

12.2 The Consultant shall defend, hold harmless and indemnify the parties from and against any levies, demands or claims that may be made by the relevant authorities (outside the United Arab Emirates) against the Indemnified Persons or any payments made by the Indemnified Persons in respect of tax demands or other charges or contributions (outside the United Arab Emirates) relating to the provision of the Services by the Consultant.

12.3 If the Consultant is in breach of its obligations under this Agreement and fails to remedy such breach within seven (7) days after receiving notice requiring it to do so, the Company shall have the right, without prejudice to any other remedy it may have, to engage one or more third parties (each such third party a Replacement) to perform a portion or all of the Services that as of the date thereof have not been performed to the satisfaction of the Company (the Uncompleted Services). The Consultant shall indemnify the Company from and against any and all losses, reasonable costs and expenses suffered or incurred by the Company arising out of the engagement of any Replacements for performance of any, or all, of the Uncompleted Services to the extent that such losses, costs and expenses exceed that portion of the Fees attributable to the Uncompleted Services.

12.4 The total liability of the Consultant under this Agreement shall be limited to three (3) times the Fee payable to the Consultant under this Agreement, assuming no early termination and full performance of the Services. Such limitation of liability shall not apply in cases of fraud, corrupt practices, gross negligence, personal death or bodily harm and/or willful misconduct on part of the Consultant or in relation to any amounts which the Company or any of its Affiliates may claim from the Consultant under Clause 9.

12.5 This Clause 12 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

13. INSURANCE

13.1 The Consultant undertakes to obtain and maintain in force at its own expense those insurances specified in Schedule 1 as may be varied from time to time in the amounts set therein with insurers...
acceptable to the Company insuring the Consultant against potential liabilities under or in relation to this Agreement, to an extent and to limits that are at least in accordance with all laws and as would be reasonably expected under the standards of Good Industry Practice, provided that the requirements stated herein shall not be construed in any way as a limit of the Consultant's liability under this Agreement or as constituting any waiver by the Company of any of its rights or remedies under this Agreement.

13.2 The Consultant shall allow the Company to inspect such certificates of insurance obtained and/or maintained by the Consultant pursuant to Clause 13.1 and shall provide copies of the same at the Company's request, together with copies of renewals and evidence that all premiums due have been paid. Neither inspection nor receipt of such copies shall constitute acceptance by the Company of the terms thereof or a waiver of the Consultant's responsibilities hereunder.

13.3 If the Consultant shall fail to procure or maintain any insurance required pursuant to this clause 13, then the Company shall have the right to procure such insurance at the Consultant's expense, provided the Company shall have given thirty (30) days' prior written notice to the Consultant of its intention to exercise such right unless such intention arises from the Consultant's non-payment of premiums for existing insurance in which case the Consultant shall have been given at least five (5) days' prior written notice of such intention and the Consultant shall reimburse the Company for such premiums within seven (7) days of being notified to do so.

13.4 The Consultant shall ensure that any agent or subcontractor engaged by the Consultant in relation to the Services obtains and maintains all insurances required by all applicable laws with reputable insurers and as would be reasonably expected under the standards of Good Industry Practice and all such other insurances as the Consultant may consider necessary. Any deficiencies in the cover or policy limits of insurances of such agents or subcontractors shall be the sole responsibility of the Consultant.

13.5 Notwithstanding any provision of the policies effected by the Consultant pursuant to Clause 13, the policies may not be cancelled, non-renewed or materially changed by the insurer without giving thirty (30) days' or, in the case of cancellation for non-payment of premium, ten (10) days' prior written notice to the Company.

14. ASSIGNMENT AND SUB-CONTRACTING

14.1 The Consultant may not assign, sublicense, transfer, create a charge over or otherwise dispose of any of its rights or subcontract, transfer or otherwise dispose of any of its obligations under this Agreement without the prior written consent of the Company, which may be withheld or delayed in its absolute discretion.

14.2 Nothing in this Agreement shall prevent or restrict the Company from assigning, sub-licensing, transferring, creating a charge over or otherwise disposing of any of its rights or from subcontracting, transferring or otherwise disposing of any of its obligations under this Agreement to an Affiliate of the Company. The Company shall not assign any part of its rights or obligations under this Agreement, other than to an Affiliate, without the consent of the Consultant (such consent not to be unreasonably withheld).

15. EXCLUSIVITY AND CONFLICT OF INTEREST

Since during the provision of the Services the Consultant may come into possession of Confidential Information, the Consultant warrants that, for the duration of this Agreement, except with the prior written consent of the Company, the Consultant shall not, whether as a consultant, principal, partner, director, employee or otherwise, directly or indirectly provide or procure the provision of any consultancy services or carry out or procure the carrying out of any other business, activity, work or services to any other person that would conflict with its obligations under this Agreement.
16. COMPANY’S AUDIT

16.1 In addition to any record keeping and accounting requirements that may be included in the Agreement, the Consultant shall, and shall ensure that its sub-consultants and service providers, keep full and detailed books, logs, records, accounts, schedules, health and safety records, payroll records, receipts, statements, electronic files, correspondence and other pertinent documents as may be necessary for proper management under the Agreement, as required by Applicable Laws and in any way relating to the Agreement (the Books and Records). The Consultant shall maintain all such Books and Records in an orderly manner and in accordance with generally accepted accounting principles (as applicable) and shall retain all such Books and Records for a minimum period of three (3) years from the earlier of the date of the successful completion of the Services or the date of termination of the Contract (for any reason), or such greater period of time as may be required under Applicable Laws.

16.2 Upon reasonable notice, at any time from the Effective Date until the expiry of the three (3) years period referred to above, the Company, or its authorised representative and/or any governmental authority shall have the right to enter any premises where any part of the Services are being provided/executed and/or where the Books and Records are being stored, for the purposes of auditing or having audited the Consultant’s Books and Records in order to confirm (inter alia) that all costs claimed by the Consultant have been properly and rightfully incurred; and the Consultant has complied with any necessary procedures and other requirements of the Agreement or standard practices.

17. INFORMATION SECURITY

17.1 The Consultant shall, under the Agreement, provide information security that meets the most stringent of the specifications agreed between the Parties as described under the Services or the best industry practice. The security provided shall meet as a minimum standard that is reasonable in terms of the state of the art and the sensitivity of the information.

17.2 The access or identification codes and certificates provided by or through the Company are confidential and must be treated as such by the Consultant and may only be made known to authorised personnel in the Consultant’s own organisation and on a need to know basis for the provision of the Services only. The Company is entitled to change the access or identification codes and certificates.

17.3 The Consultant must adequately secure all its systems and infrastructure and have adequate, effective and active antivirus software protection at all times.

18. NOTICES

18.1 Any notice or other document to be served under this Agreement must be delivered by post, email (with receipt confirmed), in the case of The Climate Envoy Office, to:

hsaid@climateenvoy.gov.ae

and if physically delivery (of original documents or other instruments) is required then to the following address:
The Climate Envoy Office
Capital Plaza Office tower, near to Sofitel Hotel, Corniche Road, floor 21 (business support team)
PO box 54115,
Abu Dhabi, United Arab Emirates

In either case marked for the attention of: Hamad Said, Head of Finance & Business Support
Mobile: +97155 9159154
Any notice or other document to be served under this Agreement that relates to a legal dispute or potential legal dispute must be served upon The Climate Envoy Office in accordance with the provisions set out above, and must also be delivered by e-mail and by post to:

(i) legalunit@masdar.ae

(ii) For the attention of the Legal team
Abu Dhabi Future Energy Company PJSC - Masdar
PO Box 54115
Khalifa A City
Opposite Presidential Flight
Abu Dhabi, United Arab Emirates

or, in the case of the Consultant, at its address set out in the preamble of this Agreement or in Schedule 1 or as otherwise agreed between the Parties.

18.2 When providing service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted or that the facsimile message or e-mail was properly addressed and despatched (as the case may be) in accordance with Clause 18.1.

19. GENERAL

19.1 No partnership or agency

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties, nor constitute either Party constituting or becoming in any way the agent of the other Party for any purpose.

19.2 Counterparts

This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

19.3 Waiver

The rights of each Party under this Agreement:
(a) may be exercised as often as necessary;
(b) are cumulative and not exclusive of rights or remedies provided by law; and
(c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver of that right.

19.4 Amendments

Any amendment of this Agreement shall not be binding on the Parties unless set out in writing, expressed to amend this Agreement and signed by each of the Parties.

19.5 Severability

If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
(a) the legality, validity or enforceability in that jurisdiction of any other term of this Agreement; or

(b) the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

19.6 Further assurance

Each Party undertakes, at the request and cost and expense of the other Party, to sign all documents and to do all other acts, which may be necessary to give full effect to this Agreement.

19.7 Costs

Each Party shall pay the costs and expenses incurred by it in connection with the entering into of this Agreement.

19.8 Language

(a) Any notice given in connection with this Agreement must be in English.

(b) Any other document provided in connection with this Agreement must be:

(i) in English; or

(ii) (unless the Parties otherwise agree) accompanied by a certified English translation, in which case, the English translation prevails unless the document is a statutory or other official document.

19.9 Third Party Rights

(a) The Company’s Affiliates, its assigns and/or any other entity, to the extent that each has provided, is providing, or will provide in the future services to the Company, is a third-party beneficiary of this Agreement.

(b) Any Affiliate of the Company may enforce any of the terms of this Agreement against the Consultant under, amongst others, article 254 of UAE Federal Law No. 5 of 1985 promulgating the Civil Code of the UAE (or any replacement or successor provisions).

19.10 Whole Agreement

(a) This Agreement, the documents referred to in it and any Agreements relating to this Agreement entered into on the date of this Agreement between the Parties contain the whole Agreement between the Parties relating to the transactions contemplated by this Agreement and supersede all previous agreements between the Parties relating to those transactions.

(b) Subject to Clause 19.10(c), each Party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and the documents referred to in it) made by or on behalf of any other Party before the date of this Agreement. Each Party waives all rights and remedies which, but for this Clause 19.10(b), might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

(c) Nothing in Clause 19.10(b) limits or excludes any liability for fraud.
20. GOVERNING LAW AND ARBITRATION

20.1 This Agreement shall be governed by and construed in accordance with the laws of the Emirate of Abu Dhabi and the United Arab Emirates.

20.2 Any dispute or difference of any kind between the Parties in connection with or arising out of this Agreement or the breach, termination or validity hereof (a Dispute) shall be finally settled in accordance with the rules promulgated by the London Court of International Arbitration (the Rules). Notwithstanding the foregoing, either Party may seek injunctive relief in any court of competent jurisdiction against the improper use or disclosure of Confidential Information. It is hereby agreed that:

a. the place (seat) of the arbitration shall be the Abu Dhabi Global Market;

b. there shall be three arbitrators to be appointed in accordance with the Rules;

c. the language of the arbitration shall be English;

d. the award shall be in writing and shall set forth in reasonable detail the facts of the Dispute and the reasons for the tribunal's decision; and

e. the award in such arbitration shall be final and binding upon the Parties and judgment thereon may be entered in any court having jurisdiction for its enforcement.

20.3 Notwithstanding any Dispute or arbitration arising hereunder, the Parties shall continue to perform their respective obligations under this Agreement unless the Parties otherwise agree.

[signatures at last page]
SCHEDULE 1

I. SERVICES

A. Introduction:

The UAE holds the Presidency of COP28 UAE a 2-year leadership role anchored by the global climate summit in November 2023.

The Presidency is the steward of the world’s highest decision-making process on climate issues, facilitating consensus and progress on climate action among 197 and thousands of nongovernment organisations, companies, youth groups, and other stakeholders.

COP28 UAE will be one of the largest and most important gatherings in 2023, with potentially 60,000 – 80,000 delegates.

The COP28 team will own the key operational functions that will be required to deliver a vast number of services and deliverables to the highest of standards during the pre-sessional (24-29 November 2023) and COP28 UAE event (30 November to 12 December 2023). Alongside the COP28 team, there will be a number of delivery partners including external stakeholders, Government Authorities, other consultants and event management entities.

B. Objective of the Project:

- To strengthen the overall reputation and standing of the UAE, His Excellency Dr. Sultan Al Jaber and COP28 among Western audiences;
- Leverage this enhanced reputation in order to most effectively inoculate Dr. Al Jaber and COP28 from any potential criticism and generate increased Western support for COP28 team;
- Increase global support and understanding for COP28 and its specific policy goals and objectives; and
- Solidify the position of the UAE as an innovative leader in global decarbonization efforts and the transition away from fossil fuels.

C. Public Opinion

An important step in any proactive strategic communications campaign is to fully grasp and understand current public attitudes and opinions among critical constituencies. The effectiveness of an educational campaign, such as the comprehensive one we are proposing, is only enhanced if founded upon a base of concrete data and empiric evidence.

The appointment of Dr. Al Jaber as President of this year’s UN climate summit has generated predictable pushback from Greens in the West. Our previous research on climate-related issues often finds that the
It is not the loudest voices that are the most representative. Survey research can help chart a clear path forward that speaks to the people who truly matter, not just to the most extreme voices attempting to influence the global conversation.

As such, we recommend commissioning national benchmark surveys in each of the following countries:

a) the United States;
b) France;
c) Germany;
d) Italy;
e) Finland;
f) Hungary;
g) Spain; and
h) the United Kingdom. In each country the Consultant will conduct two surveys -- one survey of

The general public and one of opinion elites who consist of high education, high income, high information, high social engagement respondents. The purpose of reaching these opinion elites is that they tend to be a leading indicator of public opinion around energy issues and have a disproportionate influence on the national conversation in their respective countries. By conducting surveys of both the general public and “elite” audiences in the U.S. and the select European countries listed above, we will be in a much stronger position to develop a comprehensive strategy based on scientifically valid data that can be tailored and customized for outreach efforts in each specific country.

Furthermore, the most effective messages and arguments from these surveys can then form the basis of a proactive educational campaign and will be utilized to positively impact attitudes among specific target groups in the U.S and Europe. Additionally, survey results can also be used as a lobbying tool and selectively shared with elected officials or the media in order to provide them with a clear picture of how key audiences view critical environmental matters and the major topics related to COP28. This type of survey research, which would be conducted by a well-respected political pollster who partners with our firm, carries significant weight with elected officials that must, by necessity, remain responsive to public sentiment and opinion.

Survey research can help us understand the landscape we are facing, and how to speak most effectively about our goals and priorities. In this case, that means starting with a look at attitudes in the United States and some European nations that have an outsized voice in global politics, and where Greens have an influence on the national conversation. Germany includes Greens in the governing coalition and has a greatly disproportionate voice in the conversation in Europe.

Spanish attitudes play a key role in shaping impressions in Central and South America. We also propose to look at major European nations that have green-party representation in their national legislatures, with some
diversity in the research between Western Europe, Eastern Europe, and Scandinavia, and among countries with right-leaning vs. left-leaning governments.

Each survey would begin with questions at a very high level, measuring awareness of, and attitudes toward the UAE and Abu Dhabi. We would ask general questions about energy, how sustainability and emissions compare with other priorities like affordability and reliability, what sources of energy people believe should be part of their country’s energy future and how quickly they expect their country to make any transition in energy sources.

The Consultant would also measure opinions of the United Nations, awareness of its climate goals, and support or opposition to those goals. We would offer more information about what those goals entail, in order to see how public opinion might change as people learn more. Then we would offer more information about COP28, Dr. Al Jaber’s leadership, and the goals of the conference, in order to see how messaging around the conference could positively impact and influence overall perceptions and public attitudes.

The Consultant proposed survey plan would deliver insights in a few key areas:

1) How does the media narrative (often driven by very loud Greens in Europe) compare with the true state of public opinion?

2) What is the actual state of public opinion?

3) How should we be talking about COP28 in order to fill gaps in public awareness in a way that has the maximum positive impact?

To this end, the Consultant propose conducting in-depth benchmark surveys using mixed modes, telephone and online interviewing. The questionnaires would include a combination of diagnostic measures, projective message testing, and demographics in the nations listed above. Deliverables for the survey research would include:

1. A survey questionnaire developed in close coordination with your team;

2. Translation of the survey instrument into multiple languages, including reverse-translation to English for quality assurance;

3. Coordination of fieldwork across target countries;

4. Data privacy compliance in all countries, including GDPR;

5. Data collection, data quality checks, and data processing;
6. Survey documents including topline and tabular data for demographic analysis;

7. Full analysis of survey results and actionable strategic recommendations; and

8. Presentations to all key staff members and select stakeholders

The Consultant will begin to operationalize the strategic recommendations informed by the poll's findings. The Consultant anticipates delivery of survey results on a rolling basis as data comes in and the analysis is finalized. The Consultant prioritizes moving rapidly, and the Consultant anticipates delivery of final data from the United States as a first step approximately 3 weeks from the approval of the questionnaire, with results from the European countries following in the subsequent weeks.

3. Message Development

Armed with survey research, the Consultant will help develop an overall communications and educational campaign based on a set of fundamental, core, messages that have been identified in the polling work and through our analysis. These messages and arguments will form the foundation for all the activities and external outreach efforts, the Consultant plan to conduct on the Company’s behalf. They will play upon your greatest strengths and aim to educate global audiences about the pivotal role that the UAE and Dr. Al Jaber play in the drive to support the world’s most critical climate objectives.

The Consultant will seek to leverage prevailing public opinions and attitudes to identify the most effective ways to discuss COP28 and its priorities. The goal of our message development efforts will be to highlight the core concepts that resonate best with key constituencies and have the greatest chance at shifting public opinions in your favor. To be clear, messaging will be extracted from survey results as well as the messaging that COP28 has already identified.

D. Scope of Services:

The scope of the Consultant will include:

- First and foremost, the Consultant will provide ongoing, continuous counsel and advise our counterparts in Abu Dhabi on ALL relevant matters pertaining to this project and matters of long-range strategic positioning. The Consultant stand ready, at any times, to provide necessary guidance and act as a personal sounding board to His Excellency Dr. Sultan Al Jaber;
- Reinforce attitudes among decision makers in Washington, DC and across Europe regarding the strategic value of the UAE in the global fight to address climate change. The Consultant will mobilize its extensive network of contacts to ensure that the campaign’s core messages reach the most influential and appropriate audiences. If appropriate, the Consultant could also activate or mobilize our connections inside the “US Jewish Establishment” to help support the campaign’s overall objectives;
• Enlist the support of politically influential individuals and groups to further bolster COP28’s overall image and interests. These coalition building efforts are an effective tool for expanding the scope and reach of the communications campaign and will focus on academics, current and former government officials as well as leaders of key business and trade organizations. The goal of these efforts is to identify individuals who can serve as independent, third-party endorsers and supporters of the UAE, Dr. Al Jaber and COP28. The Consultant shall look forward to discussing our initial thoughts on who these “champions” can be during further face-to-face discussions;

• The Consultant will provide strategic guidance and integrate our research and activities with your existing “War Room.” FIR will provide guidance on:

  (1) responding to and deflecting negative press reports; and
  (2) proactively “staying on message” in all external communications with the media. Since The Consultant must not allow negative impressions to take hold, especially in the runup to COP28, our efforts can help ensure that the campaign quickly and effectively works to counteract all negative press and media reports;

• The Consultant will advise and support COP28 with its current PR/GR/Lobbying efforts by providing insight and data from survey research to those currently working on the Company’s behalf in both Europe and the U.S. The Consultant goal will be to help ensure coordination of messaging and “message discipline” across the entirety of your external communications efforts. To that end, the Consultant will also review all public communications and key speeches -- and when necessary, draft communications -- so that COP28 speaks in one clear voice and utilizes the most effective messaging possible with each target group;

• In addition, the Consultant will work with international organizations and select think tanks to further spread favorable perceptions of COP28 among elite foreign policy audiences. This will be a critical aspect of the program as think tanks and policy institutions such as the World Economic Forum, Council on Foreign Relations, the Carnegie Endowment for International Peace, the Center for Strategic and International Studies, the Brookings Institutions and the Heritage Foundation play a large role in shaping public attitudes and government policies toward specific issues. If necessary, the Consultant will help arrange invitations and speaking opportunities for Dr. Al Jaber to address various key forums;

• When appropriate, the Consultant will initiate introductions and arrange meetings in Washington, DC for Dr. Al Jaber with key members of Congress and the Biden administration. The Consultant believe that strengthening personal ties in the U.S. will lead to greater understanding and enhanced support for COP28, its president, the host country and the conference’s larger long-term objectives; and

• Closely monitor key political and economic developments within the United States in an effort to ensure that the campaign can fully capitalize on specific developments and opportunities as they present themselves. Clearly, the Consultant must be opportunistic in navigating the current global
political landscape for the benefit of COP28 and its priorities. The Consultant will work to monitor global trends and developments, as well as specific events on the political calendar that can be leveraged as a departure point for generating enhanced interest in a given policy area. Such “action-forcing events” can also be utilized to anchor many of the specific communications tactics and strategies in the runup to COP28.

**Survey Scope & Details**

<table>
<thead>
<tr>
<th>Country</th>
<th>Mode</th>
<th>Sample Universe</th>
<th>Language</th>
</tr>
</thead>
<tbody>
<tr>
<td>United States</td>
<td>CATI + TTW</td>
<td>800 Gen Pop 200 Opinion Elites</td>
<td>English, Spanish</td>
</tr>
<tr>
<td>France</td>
<td>CATI + CAWI</td>
<td>600 Gen Pop 200 Opinion Elites</td>
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<td>Germany</td>
<td>CATI + CAWI</td>
<td>600 Gen Pop 200 Opinion Elites</td>
<td>German</td>
</tr>
<tr>
<td>Spain</td>
<td>CATI + CAWI</td>
<td>600 Gen Pop 200 Opinion Elites</td>
<td>Spanish</td>
</tr>
<tr>
<td>Italy</td>
<td>CATI + CAWI</td>
<td>600 Gen Pop 200 Opinion Elites</td>
<td>Italian</td>
</tr>
<tr>
<td>Hungary</td>
<td>CATI + CAWI</td>
<td>600 Gen Pop 200 Opinion Elites</td>
<td>Hungarian</td>
</tr>
<tr>
<td>United Kingdom</td>
<td>CATI + CAWI</td>
<td>600 Gen Pop 200 Opinion Elites</td>
<td>English</td>
</tr>
<tr>
<td>Finland</td>
<td>CATI + CAWI</td>
<td>600 Gen Pop 200 Opinion Elites</td>
<td>Finnish</td>
</tr>
</tbody>
</table>

*CATI = computer assisted telephone interview (telephone interviewing)  
*CAWI = computer assisted web interview (online interviewing)  
*TTW = text to web (online interviewing)

**Schedule:**

Start Date: Execution date of the Agreement.
End Date: Full project support until 31-December-2023.
2. **FEES AND EXPENSES**

The fixed lump sum Fees for the Services described in the Agreement shall be a Not to Exceed (NtE) amount which is defined below and payable as defined in paragraph 2 below. The Fees inclusive of all expenses, which is not subject to adjustment for escalation and is fully inclusive of, but not limited to, all costs, charges, taxes, levies, duties, fees etc., of whatsoever nature, incurred by the Consultant in fulfilling its obligations under the Agreement. The amount stated below is fixed for the duration of the Agreement.

A monthly retainer fee of USD 100,000 (One Hundred Thousand U.S. Dollars) for a period of six (6) months. First retainer fees to be paid immediately upon signing this agreement.

This monthly retainer does not include the costs involved in commissioning the above-mentioned surveys. The total cost for the public opinion research program outlined above consisting of 6,600 total interviews across 8 countries is to be paid in full in advance subject to receiving the bank guarantee or advance payment bond.

All direct expenses, including travel, lodging and food will be billed back at cost.

The Consultant should be paid the Fees for the Services as per the Agreement. The Consultant should raise the invoices against approval of the Deliverables by the Company and completion of respective payment milestones as defined below. The Fees shall be paid as per Clause 7 of this Agreement after receipt by the Company of the Consultant’s invoice with all supporting documents such as reports, deliverables, approved time sheets, receipts etc., to demonstrate that the invoiced services have been performed by the Consultant (the “Compliant Invoice”).

**Payment Milestone**

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Description</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>26 July:</td>
<td>English-language questionnaire delivered to COP28 / Begin editing process with input from COP28</td>
<td>-</td>
</tr>
<tr>
<td>4 Aug:</td>
<td>COP28 team approves revised final version of the questionnaire (if COP28 team can approve questionnaire earlier, this timeline can be compressed further)</td>
<td></td>
</tr>
<tr>
<td>5 Aug:</td>
<td>Begin survey translation</td>
<td>-</td>
</tr>
<tr>
<td>5 Aug:</td>
<td>Begin fieldwork in USA</td>
<td>-</td>
</tr>
<tr>
<td>12 Aug:</td>
<td>Complete translation of questionnaire into remaining 6 languages</td>
<td>-</td>
</tr>
<tr>
<td>13 Aug:</td>
<td>Begin survey programming and fieldwork for France/Germany/Italy/Hungary/Finland/Spain/UK</td>
<td>-</td>
</tr>
<tr>
<td>19-21 Aug:</td>
<td>USA fieldwork completed / Delivery of analysis and strategic recommendations</td>
<td></td>
</tr>
<tr>
<td>28 Aug:</td>
<td>Begin delivery of EU country analysis and strategic messaging recommendations and decks / timeline will vary by country</td>
<td>-</td>
</tr>
<tr>
<td>11 Sept:</td>
<td>Complete delivery of analysis and strategic recommendations in all countries</td>
<td></td>
</tr>
</tbody>
</table>
Retainer Fees Payment Schedule:

<table>
<thead>
<tr>
<th>SN</th>
<th>Due Date</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>31-Jul-23</td>
<td>100,000.00</td>
</tr>
<tr>
<td>2</td>
<td>31-Aug-23</td>
<td>100,000.00</td>
</tr>
<tr>
<td>3</td>
<td>30-Sep-23</td>
<td>100,000.00</td>
</tr>
<tr>
<td>4</td>
<td>31-Oct-23</td>
<td>100,000.00</td>
</tr>
<tr>
<td>5</td>
<td>30-Nov-23</td>
<td>100,000.00</td>
</tr>
<tr>
<td>6</td>
<td>31-Dec-23</td>
<td>100,000.00</td>
</tr>
</tbody>
</table>

3. REPRESENTATIVES
The Company Representative is:
- Name: Hamad Said
- Email: hsaid@cop28.com
- Telephone: +97155 9159154

The Consultant’s Representative is:
- Name: Zev Furst
- Address: 2200 Fletcher Avenue, Suite 500, Fort Lee, New Jersey
- Email: Zev@first-intl.com
- Telephone: +1 (201) 461-7850

4. INSURANCES

- Professional Indemnity: USD 5 million per occurrence and limited in the aggregate to USD 5 million
- Automobile Liability: Unlimited in respect of bodily injury or death. Limited to USD 1 million in respect of third party property damage
- Workmen's Compensation: To cover all sums which the Consultant shall become required to pay in accordance with Chapter VIII of the United Arab Emirates Federal Law of 1980 or other labour law in the relevant jurisdiction(s) and any subsequent amendments
- Third Party Liability: USD 1 million per occurrence and unlimited in the annual aggregate
- Employer’s Liability: USD 1 million per occurrence and unlimited in the annual aggregate

All insurances as required in accordance with Applicable Laws.
5. **INVOICES**

Invoices shall be addressed to:

Abu Dhabi Future Energy Company PJSC - Masdar
Accounts Payable
APteam@masdar.ac
Finance & Business Support Unit
P.O Box 54115
Abu Dhabi
United Arab Emirates
Phone: +971 2 653 3333

With Carbon Copies (cc) to the following staffs:

1. Amira Al Adwani - aaladwani@masdar.ac
2. Nouf Darwish - ndarwish@masdar.ac
3. Joann Fabio - jfabito@masdar.ac
4. Hamad Said - hsaid@climateenvoy.gov.ae

Each invoice must be an original and must include the following minimum details:

- Name of the Company Representative (see name in item 5 above) and the Project name, or if no name, a brief description of the Project;
- Agreement reference number (see the cover page);
- Names of all contracting Parties, as set out in this Agreement;
- Consultant UAE TRN (as applicable);
- Include the Company’s TRN No. 100280239300003; and
- Approved Statement of services, approved deliverables, etc.

Further to the above invoicing requirements, the following is also applicable:

- The one-before-last (penultimate) invoice against the Services must be clearly headed as the 'Penultimate Invoice';
- The final invoice, on completion of the Services, must be clearly headed as the ‘Final Invoice’.

6. **DEVIATIONS TO STANDARD TERMS & CONDITIONS (NOT APPLICABLE)**

NOT APPLICABLE
The Parties agree to sign this Agreement by electronic signature, (whatever form the electronic signature takes) and that this method of signature is conclusive evidence of the Parties' intention to be bound by this Agreement as if signed by manuscript signature.

WHEREAS the Parties have hereby caused their duly authorised representatives to execute and deliver this Agreement on the date first above written.

SIGNATORIES

For and on behalf of ABU DHABI FUTURE ENERGY COMPANY PJSC - MASDAR ACTING FOR AND ON BEHALF OF THE CLIMATE ENVOY OFFICE

Name: Niall Hannigan
Title: Authorised Signatory
Date: 27-Jul-2023

FIRST INTERNATIONAL RESOURCES

Name: Zev Furst
Title: Chairman & CEO 27-July-2023
Date: Chairman & CEO 27-July-2023