

U.S. Department of Justice
 Washington, DC 20530

**Exhibit A to Registration Statement
 Pursuant to the Foreign Agents Registration Act of
 1938, as amended**

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

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public 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 washington Media Group | 2. Registration Number 7407 |
|---|--------------------------------|

3. Primary Address of Registrant
 1 Thomas Circle, suite 801, Washington, DC 20005

| | |
|--|--|
| 4. Name of Foreign Principal International Media Office of the State of Qatar | 5. Address of Foreign Principal Diwan Annex Doha, Qatar QATAR |
|--|--|

6. Country/Region Represented
 QATAR

7. Indicate whether the foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

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

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

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
 International Media Office of the State of Qatar

b) Name and title of official(s) with whom registrant engages
 Sheikh Thamer bin Hamad Al-Thani

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.

b) Is this foreign principal:

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

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.

| Date | Printed Name | Signature |
|------------|-------------------|--|
| 05/13/2024 | Crystal Patterson | <input type="text" value="Sign"/> /s/Crystal Patterson |
| _____ | _____ | <input type="text" value="Sign"/> _____ |
| _____ | _____ | <input type="text" value="Sign"/> _____ |
| _____ | _____ | <input type="text" value="Sign"/> _____ |


EXECUTION

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

Date

Printed Name

Signature

| | | |
|----------------|--------------------------|---|
| <u>5/13/24</u> | <u>Crystal Patterson</u> | <u></u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

U.S. Department of Justice
Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

| | |
|---|--------------------------------|
| 1. Name of Registrant Washington Media Group | 2. Registration Number 7407 |
|---|--------------------------------|

3. Name of Foreign Principal
International Media Office of the State of Qatar

Check Appropriate Box:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
- 7. What is the date of the contract or agreement with the foreign principal? 05/06/2024
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

We will regularly meet with the International Media Office to provide reporting and communications support relating to their media strategy. This will include providing drafts and editing of written materials including media statements and op eds.

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

Media strategy and engagement relating to Qatar's coverage in U.S. media outlets and general communications support. Stakeholder engagement in support of media strategy, and media monitoring and reporting.

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

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.

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

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 register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

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

| Date Received | From Whom | Purpose | Amount/Thing of Value |
|---------------|-----------|---------|-----------------------|
|---------------|-----------|---------|-----------------------|

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

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

| Date | Recipient | Purpose | Amount/Thing of Value |
|------|-----------|---------|-----------------------|
|------|-----------|---------|-----------------------|

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

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

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

| Date | Printed Name | Signature |
|------------|-------------------|--|
| 05/13/2024 | Crystal Patterson | <input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Crystal Patterson |
| _____ | _____ | <input data-bbox="889 541 959 583" type="text" value="Sign"/> _____ |
| _____ | _____ | <input data-bbox="889 630 959 672" type="text" value="Sign"/> _____ |
| _____ | _____ | <input data-bbox="889 718 959 760" type="text" value="Sign"/> _____ |


EXECUTION

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

Date

Printed Name

Signature

| | | |
|----------------|--------------------------|---|
| <u>5/13/24</u> | <u>Crystal Patterson</u> | <u></u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("*Agreement*") dated 3 May 2024 is entered into by and between the International Media Office of the State of Qatar, with its principal offices at Diwan Annex, Msheireb, Doha, Qatar ("*Client*") and Washington Media Group, Inc., (US) 1455 Pennsylvania Ave. NW, Suite 400, Washington, D.C., 20004 ("*Company*").

RECITALS

A. Client desires to engage Company to advise and support Client with its public relations and communication needs in support of its business activities ("*Services*"). Company will be provided Client information to review (to include internal information) to assist Company when implementing strategy to fully understand Client's mission and core values, personnel, public/consumer benefits, or any other parameter of which Client might from time to time advise Company. The information to be provided to Company will be determined by Client based on the needs of the Client.

B. Company desires to be engaged by Client in such capacity on the terms and conditions set forth herein.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Engagement.

a. Client agrees to engage Company and Company accepts such engagement, on the terms and conditions set forth herein, effective from the date the Agreement is signed by both parties ("*Commencement Date*") for a fixed period of twelve (12) months or until this Agreement is terminated in accordance with its terms ("*Term*"). The Term is renewable or extendable by mutual written agreement between the parties.

b. Company shall provide all Services to be performed hereunder as an independent contractor. Company understands and acknowledges that Client will classify Company as an independent contractor for all purposes. Company acknowledges and irrevocably agrees that as an independent contractor, neither it nor any of its members or employees is entitled to participate in any benefit plan, policy, or program sponsored or maintained by Client for the benefit of its employees, notwithstanding anything to the contrary in any court or other determination, judgment or award. Company shall have no status as an employee and Company hereby waives any claim or right to be treated as an employee of Client for any purpose. Subject



to Section 19.b, payments due to Company hereunder shall not be subject to withholding except as required by law. This Agreement confers no power upon Company to legally bind or commit Client. This Agreement does not create any partnership, employment, agency or joint venture relationship between Company and Client.

c. Company may subcontract, at Company's expense, other individuals or companies with specialty expertise, who, in Company's reasonable judgment, will increase the effectiveness of Company's performance for Client provided that Company shall obtain Client's express written consent prior to entering into agreements with or otherwise engaging any third person or entity, including all advisors, subcontractors and affiliates for the Company, other than Company's employees, to provide any Services to Client (each such third party a "*Permitted Subcontractor*"). Client's approval of any Permitted Subcontractor shall not relieve Company of its obligations under this Agreement and Company shall remain fully responsible and liable for the performance of each Permitted Subcontractor (and their employees where applicable) and for their compliance with all of the terms and conditions of this Agreement as if they were an employee of Company. Nothing contained in this Agreement shall create any contractual relationship between Client and any Permitted Subcontractor. Company shall require each Permitted Subcontractor to be bound in writing by Company's obligations under Section 4 below and proprietary information and intellectual property provisions of this Agreement and, on Client's written request, to enter into a non-disclosure or intellectual property assignment or license agreement with the Company in a form that is reasonably satisfactory to the Client.

d. Company agrees to use its best efforts to cooperate with and work in concert with other companies or third parties recommended by Client with specialty expertise, who, in Client's reasonable judgment, will increase the effectiveness of Company's performance for Client. In no event shall Company bear any expense related to the work of these other companies or third parties engaged by Client for the purpose of ensuring support activities related to the tasks envisaged in the contract.

2. Duties.

a. *Standard of Duty.* Company acknowledges and agrees that Company has a duty to use its best efforts to act in the best interests of Client.

b. *Provision of Services.* Company shall provide the Services: (i) with all due care, skill, and ability; (ii) in a timely, workmanlike and professional manner; and (iii) at all times in accordance with industry standard practices in Company's industry and profession. Company shall devote such time in carrying out the Services as is reasonably required by Client together with such additional time, if any, as is necessary for the proper performance of the Services and Company's obligations under this Agreement.



c. *Availability and Instructions.* Company shall: (i) ensure that Client's point of contact is available on reasonable notice to provide such assistance or information as Client may require; (ii) promptly give to Client all such information or reports as it may reasonably require in connection with matters relating to the provision of the Services; and (iii) comply with all reasonable advice, standards, instructions or any other parameter of which Client might from time to time advise Company.

d. *Reports.* During the Term, Company will keep Client informed of all matters of which it becomes aware affecting or relating to Client and shall advise Client of any material changes in plans, schedules or work previously approved by the Client as soon as reasonably practicable. In addition, during the last quarter of the Term, the parties shall review the scope of work performed hereunder to assess whether adjustments should be made to more closely align Compensation to work anticipated for any future term.

e. *Warranties.* Company warrants and represents to Client that: (i) the Services and Work Product (as defined in Section 10.c) will comply with all applicable laws, rules, and regulations; (ii) neither the Services or any Work Product, nor the use thereof by Client, shall infringe or violate the intellectual property rights of any third party; (iii) it shall not do, nor permit to be done, anything that would injure the business, interests, or reputation of Client and/or of any of Client's affiliated persons or entities or which may detract from the good image of Client; and (iv) it shall maintain during the course of the Agreement adequate insurance coverage with a reputable insurer in order to meet its obligations and potential exposures under this Agreement.

f. *Company's Discretion.* Client shall not require Company to undertake any activity that would, in Company's sole view, detract from Company's image and reputation.

3. Services.

a. Company acknowledges that at the date of this Agreement it is not possible to determine the precise nature of all the Services and agreed deliverables to be provided by Company to Client pursuant to this Agreement. Company therefore agrees to at all times: (i) act reasonably and in good faith with respect to the determination, scoping, and execution of the Services and all agreed deliverables; and (ii) act reasonably and in good faith when making decisions and responding to requests from Client (including that any approval required by Company or request from Client under this Agreement will not be unreasonably rejected, withheld, conditioned or delayed by Company) (Company's "*Good Faith Commitment*").

b. Company hereby undertakes to provide and deliver the Services, including all deliverables, in close consultation with Client and, at all times, in accordance with this Agreement and Company's Good Faith Commitment.



4. Other Activities.

a. During the Term, Company may be engaged, employed, or concerned in any other business, trade, profession, or other activity which does not place it in a conflict of interest with Client. However, during the Term, and for a period of six (6) months after its termination or expiry, Company shall not, and shall procure that its officers, agents, employees and personnel shall not, directly or indirectly, with or without a third party, be involved in any capacity with a business, person or entity which does or could (as considered by the Client acting reasonably) conflict with or be considered as being adverse to the interests of, or reflect poorly upon the reputation of, the Client without the prior written consent of Client. Company confirms that it is not, as of the date of this Agreement, aware of any such conflicts and hereby undertakes to promptly communicate to Client any actual or potential conflicts of interest (within the meaning of this paragraph) that Company becomes aware of over the course of this Agreement.

5. Compensation. In consideration for the Services, Client shall pay Company the following fees:

a. The fixed amount of eighty thousand United States Dollars (USD \$80,000) per month during the Term, billable at the first of the month and, unless otherwise specifically agreed between the parties in writing, payable within thirty (30) days (the "Fees"). Except as otherwise set out in this Agreement, the Fees shall include any and all expenses incurred by Company in providing the Services and shall be Company's sole compensation.

b. The first payment of the Fees is due upon the signing of this Agreement or as otherwise agreed between the parties in writing.

c. Notwithstanding Section 5.a, Company shall be reimbursed for third-party expenditures and any reasonable travel expenses incurred by Company during the term of Company's engagement in connection with performing Company's duties under this Agreement, provided that such expenses have been expressly pre-approved by Client in writing and are accompanied by supporting receipts. Whether an expense is "reasonable" shall be determined by Client in its sole discretion. Any pre-approved expenses shall be billed to Client at net cost at the end of the month in which they are incurred, unless otherwise agreed between the parties in writing.

6. Termination.

a. Company's engagement with Client and this Agreement can be terminated at any time by either party providing no less than sixty (60) days' written notice of intent to terminate. If no notice to terminate is provided this Agreement continues in full force until such notice to terminate is provided or until expiry of the Term.



b. Either party may terminate this Agreement with immediate effect by giving written notice to the other party: (i) if the other party (the “*Defaulting Party*”) is in material breach of any of its obligations under this Agreement, provided that if such breach is capable of remedy (being actual remedy as opposed to remedy by payment of damages or compensation) the notice terminating this Agreement shall only be given if the Defaulting Party has failed to remedy the breach within 14 days of having been given written notice specifying the breach and requiring it to be remedied; and/or (ii) if the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its activities.

c. In addition, Client may terminate this Agreement with immediate effect with no liability to make any further payment to Company by giving written notice to Company, if: (i) Company acts or omits to act in a manner which brings, or creates an imminent threat of bringing, the Client or any of Client’s affiliated persons or entities into public disgrace, contempt, scandal or disrepute, or otherwise harms, or creates an imminent threat of harm, to the integrity, character, image, value, goodwill or reputation of the Client; (ii) if Company is in breach of its obligations under Section 4 or confidentiality obligations under this Agreement; and/or (iii) if Company undergoes a change of Control. For the purposes of this Section 6.c, “*Control*” means the power of an entity or entities to secure that the Company’s affairs are conducted in accordance with the wishes of that entity or those entities, including: (i) by means of the holding of or entitlement to acquire the majority of Company’s issued share capital or voting rights and/or (ii) by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating Company or any other body corporate.

d. Any delay by a party in exercising its rights to terminate shall not constitute a waiver of those rights.

7. Obligations on Termination. In the event of termination of this Agreement in accordance with its terms:

a. Company will promptly refund to Client any pre-paid amounts for Services not rendered;

b. save in the event of termination by Client pursuant to Sections 6.b(i) and 6.c (i) or (ii), Client shall pay any outstanding invoices for Services rendered up to the effective date of termination and for reasonable costs actually incurred by Company with Client’s prior approval up to and including the date of notice of termination and for obligations incurred with Client’s prior authorization which Company is not, using its best efforts, able to cancel or avoid or otherwise use;

c. the rights, duties and responsibilities of Company and Client shall continue in full force and effect during any notice period;



d. Company agrees to cooperate with Client and any new agency to effect an efficient transition of the Services; and

e. any Client property or equipment in Company's possession, including any Work Product, whether or not complete, prepared by or on behalf of Company in the course of providing the Services, shall be returned to Client upon request. Company also undertakes to irretrievably delete all of the Client's Proprietary Information (as defined in Section 8.a) from its computer systems and deliver to Client, or destroy, at Client's option, all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on Client's confidential information.

8. Nondisclosure of Proprietary Information

a. Except as approved by Client, in the faithful performance of Company's duties hereunder and only disclosing to those who have a legitimate need to know and who agree to keep Client's Proprietary Information confidential, or pursuant to subsection (c) below, Company shall, in perpetuity, maintain in confidence and shall not, directly, indirectly or otherwise, use, disseminate, disclose or publish, or use for its/his/her benefit or the benefit of any person, firm, corporation or other entity any information Company knows or ought reasonably know to be confidential or proprietary information or trade and policy secrets of or relating to Client, its business contacts, or any of its affiliates, including, without limitation, information with respect to Client's prospects, operations, political decisions, classified information, documents, processes, products, inventions, business practices, finances, principals, vendors, suppliers, customers, potential customers, marketing methods, costs, prices, contractual relationships, regulatory status, compensation paid to employees and companies or other terms of their engagement, or any other parameter of which Client might from time to time advise Company should be treated as proprietary ("*Proprietary Information*"), or deliver to any person, firm, corporation or other entity any document, record, notebook, computer program or similar medium containing any such Proprietary Information.

b. Without prejudice to Sections 7(e) and 8(a) above: (i) any public release of selected information to certain media outlets and or members of the press and or non-profit or commercial groups will be determined in consultation with Client and subject to Client's prior approval; and (ii) upon termination of Company's engagement for any reason, Company will promptly deliver to Client or destroy all correspondence, drawings, manuals, letters, notes, notebooks, reports, programs, plans, proposals, financial documents, or any other documents concerning the Client's Proprietary Information, business plans, marketing strategies, products and/or processes of or relating to Client or its business or any of its affiliates, including, without limitation, relating to any portfolio company of any affiliate of Client, and all other materials, keys, equipment and any other property of Client.



c. Company may respond to a lawful and valid subpoena or other legal process but shall give Client the earliest possible notice thereof. In connection with any such subpoena or other legal process, Company shall, promptly upon receipt of the subpoena or other process, make available to Client and its counsel the documents and other information sought and shall assist such counsel in resisting or otherwise responding to such process.

9. Injunctive Relief; Survival.

a. Company recognizes and acknowledges that a breach of the covenants contained in Section 8 may cause irreparable damage to Client and its goodwill, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, Company agrees that in the event of a breach of any of the covenants contained in Section 8, in addition to any other remedy that may be available at law or in equity, Client will be entitled to specific performance and injunctive relief without posting any bond or other security.

b. The rights and obligations of the parties arising under Sections 2.a, 2.e, 4, 7, 8, 10, 17, 18, and 19 of this Agreement shall survive, and will not be impaired by, the expiration or termination of this Agreement.

10. Intellectual Property.

a. All information, documents, manuals, products, hardware, software, or other materials in any form (whether owned by Client or a third party) provided for Company's use by or on behalf of Client, including copies ("*Client Materials*"), remain the exclusive property of Client and/or its licensors (as applicable) and cannot be used outside the scope of this Agreement.

b. Client grants to Company a limited, revocable, non-exclusive, non-transferrable right and license to use the Client Materials and any Client intellectual property as agreed between the parties in writing from time to time (together the "*Client Property*") for the Term, in accordance with this Agreement and solely for the purposes of providing the Services to Client. Company shall not disclose, dispose of, or use the Client Property other than in accordance with the provisions of this Agreement and Client's written instructions.

c. Except with respect to any Company Materials (as defined below), title to, and all intellectual property rights in, the product of the Company's Services, including any deliverables, or in any physical media on which the product of the Services or any deliverables are stored ("*Work Product*"), shall pass to Client on their creation. Company hereby assigns and transfers all Work Product free from all liens, charges, and encumbrances. Company agrees to promptly execute all documents and do all acts as may, in the opinion of Client, be necessary to give effect to this Section 10.c. No other payment other than the Fees will be made in consideration of this assignment, unless required by law.



d. All information, documents, items and materials in any form used by Company in connection with performing the Services, in each case, that have been developed by Company other than in the course of providing the Services to Client ("*Company Materials*") shall remain the exclusive property of Company and/or its licensors (as applicable).

e. If any Company Materials are incorporated in any Work Product, Company hereby grants to Client an irrevocable, worldwide, perpetual, royalty-free, non-exclusive, transferable, license, to use, reproduce and otherwise exploit such Company Materials and derivative works thereof without any further compensation, notice, review, or consent, and agrees to execute any document as Client may reasonably believe is necessary to effectuate same.

11. Approvals. Whenever the terms of this Agreement provide for the agreement, consent, or approval of Client to be given or obtained, any such agreements, consents or approvals must be given in writing by the Director of the Client or the person(s) he may designate in writing, who shall have absolute discretion to grant or withhold such agreement, consent or approval. Client agrees to act, however, in a timely manner to ensure Company can respond appropriately.

12. Binding on Successors; Third Party Rights. This Agreement shall be binding upon and inure to the benefit of Client, Company and their respective successors, permitted assigns, as applicable. This Agreement shall not be assignable or delegable by Company without the written consent of Client. A person who is not a party to this Agreement shall have no rights under or in connection with it save as expressly stated in this Agreement.

13. Complete Agreement; Variation. This Agreement contains the complete agreement and understanding concerning the consulting arrangement between the parties and shall supersede all other agreements, understandings or commitments between the parties as to such subject matter. This Agreement may only be varied by a document signed by both parties.

14. Severability. The provisions of this Agreement will be deemed severable, and the enforceability of any one or more of its provisions or parts of its provisions will not affect the enforceability of any other provision or part provision.

15. Notice. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this Section 15, and shall be delivered personally, or sent by pre-paid first-class post or other next working day delivery service, commercial courier or email. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in this Section 15; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day (in the country of receipt) after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one business day (in the country of receipt) after transmission. The provisions of



this Section 15 shall not apply to the service of any proceedings or other documents in any legal action.

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

17. Choice of Law. This Agreement shall be governed by Delaware law. In case of disagreement, recourse can be sought before a mutually-agreed upon arbitration institution.

18. Non-Disparagement. Client and Company covenant and agree that, in the event of termination of Company's engagement, Company shall not disparage Client and its affiliates and their respective principals and businesses, and Client and its affiliates shall not disparage Company. The previous sentence shall not apply, however, in the case of any disparagement which is made (i) in testimony pursuant to a court order, subpoena, or legal process, (ii) to a court, mediator or arbitrator in connection with any litigation or dispute between Client and Company, or (iii) exclusively to Client or Company in the course of Client's supervision or review of Company's performance. The parties further agree that Client and Company each will be entitled (without posting bond or other security) to injunctive or other equitable relief, as deemed appropriate by any such court or tribunal, to prevent a breach of the other party's obligations set forth in this Section 18.

19. Defense, Indemnity and Hold Harmless.

a. Each party hereby undertakes to indemnify and keep fully indemnified, at all times, the other party and its officers, directors, employees and agents (together the "*Indemnitees*"), from and against all direct losses, demands, liabilities, damages, costs, claims (including reasonable legal costs), or expenses suffered or incurred directly, or indirectly, by an Indemnitee in connection with any third party claims that may arise on account of that party's breach of its obligations, representations, warranties and/or undertakings as set forth in this Agreement.

b. Company agrees to further defend, indemnify and hold harmless Client and its officers, directors, employees and agents ("*Client Indemnitees*") from and against any losses, demands, liabilities, damages, costs, claims and reasonable expenses, suffered or incurred directly or indirectly by a Client Indemnitee, in connection with: (i) any claim against, or investigation of, a Client Indemnitee by a third party arising out of Company's negligence, willful misconduct or breach of any term of this Agreement; (ii) a breach by Company of its obligations under Section 4 and/or confidentiality obligations under this Agreement and/or (iii) a material breach by Company of its obligations under Section 2.b.(i) or 2.b.(iii) of this Agreement. In no event shall Company enter into any settlement with a third party in connection with this Agreement and the Services provided hereunder without Client's prior written consent. Client may satisfy any indemnity



contained in this Section (in whole or in part) by way of deduction from any payment due to Company, to the extent permitted by law.

c. Subject to Sections 19.a, 19.b and 19.d, the aggregate liability of each party in respect of all and any losses, demand, liabilities, claims, damages, costs or expenses suffered by the other arising out of or in connection with this Agreement, whether in contract, tort, or for breach of statutory duty or in any other way, shall not exceed the amount of the Fees that have been paid by Client to Company under this Agreement in the six (6) months prior to the date such liability arises.

d. The Client shall not be liable to Company for any indirect, incidental, consequential, special, punitive or exemplary damages arising as a result of or related to this Agreement, regardless of the type of claim and even if Client has been advised of the possibility of such damages, such as, but not limited to, lost profits, loss of revenue or anticipated profits or lost business.

20. Observance of Applicable Laws and Regulations.

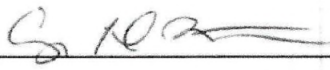
Company shall comply with and do all things necessary for Client to comply with United States laws and regulations and express policies of the United States Government, including but not limited to the requirements of the Foreign Corrupt Practices Act and the Foreign Agents Registration Act. No part of any compensation or fee paid by Client will be used directly or indirectly to make any kickbacks to any person or entity, or to make payments, gratuities, emoluments or to confer any other benefit to an official of any government or any political party. Company shall not seek, nor relay to Client, any classified, proprietary or source selection information not generally available to the public. This entire Agreement and/or the contents thereof may be disclosed to the United States Government.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COMPANY:

CLIENT:

Signature: 

Signature: 

Name: Crystal Patterson

Name: Thamer bin Hamad Al-Thani

Title: President

Title: Director of International Media
Office of State of Qatar

Date: 5/3/24

Date: 5/May/2024