

U.S. Department of Justice  
 Washington, DC 20530

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

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

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

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Prosek LLC d/b/a Prosek Partners	2. Registration Number 7435
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3. Primary Address of Registrant 28 East 28th Street, 15th Floor, New York, NY 10016
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4. Name of Foreign Principal Qatar Investment Authority	5. Address of Foreign Principal Ooredoo Tower Al Dafna, Doha QATAR
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6. Country/Region Represented QATAR
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7. Indicate whether the foreign principal is one of the following:
- Government of a foreign country<sup>1</sup>
  - Foreign political party
  - Foreign or domestic organization: If either, check one of the following:
    - Partnership
    - Corporation
    - Association
    - Committee
    - Voluntary group
    - Other (*specify*) An instrumentality of the State of Qatar.
  - 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

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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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

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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.

QIA is the sovereign wealth fund of the State of Qatar.

b) Is this foreign principal:

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

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

Item 10(b) Supervised: Under Article 3 of the Amiri Decision No. (34) of 2023, QIA is supervised by the Supreme Council for Economic Affairs and Investments in accordance with the recognized internationally accepted principles for sovereign wealth funds and in a manner that does not conflict with the independence of QIA in management.

Item 10(b) Financed: The State of Qatar contributes state reserves to QIA from time to time.

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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.

QIA is an instrumentality of the State of Qatar, established pursuant to Amiri Decision No (22) of 2005 and reorganized pursuant to Amiri Decision No (34) of 2023 and serves as the sovereign wealth fund of the State of Qatar. It does not have shares or shareholders and operates within a framework of independence.

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**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
10/31/2025	Russell Nuce	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Russell Nuce
_____	_____	<input data-bbox="886 489 954 527" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 611" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 695" 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>October 31, 2025</u>	<u>Russell Nuce</u>	
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U.S. Department of Justice

Washington, DC 20530

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

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

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

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

1. Name of Registrant

Prosek LLC d/b/a Prosek Partners

2. Registration Number

7435

3. Name of Foreign Principal

Qatar Investment Authority

Check Appropriate Box:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 10/30/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Registrant will serve as corporate communications provider to the Qatari Investment Authority (QIA). QIA is the sovereign wealth fund of Qatar, and has investments spanning all major global markets, asset classes, sectors and geographies. It is a diverse organization with over 60 nationalities in its teams. The Registrant will provide corporate communications advising and support in accord with the attached QIA-Prosek Engagement Letter.

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

The Registrant will provide corporate communications services to QIA in relation to QIA's presence in the US, including acting as a media liaison and providing strategic counsel on thought leadership, QIA can demonstrate as a leading institutional investor and asset manager. These services are described in greater detail in the attached Engagement Letter.

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

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.

The Registrant's services will not include advocacy before the U.S. Government but may include communications with the U.S. media and the U.S. investor and business community on behalf of QIA as part of the services outlined in the Engagement Letter.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes  No

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

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

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

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes  No

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

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes  No

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

Date	Recipient	Purpose	Amount/Thing of Value
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<sup>1</sup> "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.

<sup>2,3,4</sup> 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
10/31/2025	Russell Nuce	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Russell Nuce
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 665" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 709 959 749" 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>October 31, 2025</u>	<u>Russell Nuce</u>	
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**EXECUTION VERSION**

*Private and Confidential*

23 October 2025

Prosek LLC (dba Prosek Partners)  
28 East 28th Street, 15th Floor  
New York, NY 10016  
United States of America

Ladies and gentlemen,

Re: **Engagement of Prosek LLC to provide consultancy services to Qatar Investment Authority – CT/QIA/CEO/104-2024 (1)**

This letter sets out the terms and conditions upon which Qatar Investment Authority (**QIA**), with effect from 1 November 2025, engages PROSEK LLC (dba Prosek Partners), a limited liability company organized under the laws of the State of Connecticut USA, (the **Advisor**) to provide, and the Advisor agrees to provide (the **Engagement**), corporate communications and integrated consultancy services for QIA, as outlined in the Advisor's Tender Proposal submitted to QIA on 24 January 2025 (the "**Tender Proposal**") and as referred to in Schedule 1 to this letter (the **Project**).

This letter, together with:

- Schedule 1 to this letter (the **Statement of Work**), which sets out the services that the Advisor is to provide (the **Services**) and the professional fees payable to the Advisor for such services, and
- the general terms of engagement of providers of consultancy services set out in Schedule 2 to this letter (the **General Terms of Engagement**),

are referred to collectively as the, or this, "**Engagement Letter**".

Terms defined in this letter shall have the same respective meaning when used in Schedule 1 to this letter and the General Terms of Engagement.

In the event of any inconsistency, discrepancy, conflict or ambiguity between any provisions of this Engagement Letter, the following descending order of priority shall (to the extent of such inconsistency, discrepancy, conflict or ambiguity) be applied:

- any term or condition in the Statement of Work that expressly supersedes the terms and conditions contained in this letter or the General Terms of Engagement;
- the terms and conditions contained in this letter;
- the terms and conditions contained in the Statement of Work; and
- the terms and conditions contained in the General Terms of Engagement.

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To confirm your acceptance of the Engagement as described above and your agreement to the terms and conditions of this letter, please sign a copy of this letter where indicated below, and return it by hand or courier to Qatar Investment Authority, Ooredoo Tower (Building 14), Al Dafna Street (Street 801), Al Dafna (Zone 61), P.O. Box 23224, Doha, Qatar, marked for the attention of the Chief of Legal and General Counsel, and send a scanned copy in .pdf format by email to [REDACTED]

Yours faithfully,

**QATAR INVESTMENT AUTHORITY**

By: 

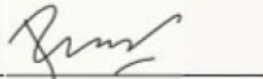
Name: Niall Byrne

Title: Chief Financial Officer

Date: 23 October 2025

We agree to the terms of this Engagement Letter, including Schedules 1 and 2 to this Engagement Letter.

**PROSEK LLC (dba PROSEK PARTNERS)**

By: 

Name: Russell Nuce

Title: Chief Operating Officer

Date: 16 October 2025



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## SCHEDULE 1

### STATEMENT OF WORK

This Statement of Work is issued under (and forms an integral part of) the Engagement Letter dated 23 October 2025 between QATAR INVESTMENT AUTHORITY and PROSEK LLC (dba PROSEK PARTNERS), with effect from 1 November 2025 (the "Effective Date"), for the provision of corporate communications services. The terms set out in the Engagement Letter apply to this Statement of Work. Terms defined in the Engagement Letter shall have the same meaning in this Statement of Work.

#### Nature of services

Provision of professional services to QIA in relation to region- or country-specific support for corporate communications for 17 (seventeen) months from 1 November 2025 to 31 March 2027.

#### Scope of Work

ADVISOR's Scope of Work shall include the following:

#### A: Foundational Activities: One-time fee of [REDACTED]

1. Conduct discovery meetings with QIA executives, providing a post-discovery communications plan that distills key findings and recommendations;
2. Evaluate and refine an overarching narrative;
3. Create and deliver supporting messaging "house" for specific spokespeople / sectors;
4. Discovery call regarding digital strategy; and
5. Incorporate digital findings into landscape audit.
6. Perception Analysis

#### B: Ongoing United States Support: [REDACTED] per month (the "Retainer")

1. **Strategic counsel:** 25 hours/month
  - 1.1. Region-specific annual strategy development (updated quarterly) including:
    - 1.1.1. QIA positioning – analysis and recommendations
    - 1.1.2. Thought leadership plans including media, events, and owned content
    - 1.1.3. Industry-specific messaging development
2. **Events:** 20 hours/month
  - 2.1. Analysing invitations received
  - 2.2. Proactively recommending top-tier and industry events



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2.3. Creation of pre-event briefing packs including messaging

3. **On-ground support:** 20 hours/month
  - 3.1. Liaise with media where necessary
  - 3.2. Event support (attending if necessary)
4. **Corporate reputation:** 20 hours/month - Ad-hoc issue monitoring and reactive support
5. **Monitoring:** 20 hours/month - Ad-hoc monitoring and summarizing of significant events and/or financial trends impacting QIA's investments across key investment markets.
6. **Account management:** 30 hours/month.

*Changes in scope, deliverables and/or timing*

QIA and the Advisor agree that this Scope of Work may be amended or supplemented by agreement in writing (which may include exchange of emails), to include additional communications and integrated marketing services including, without limitation, conference support, digital support, media measurement and content and thought leadership services; or changes to timelines. To the extent that an amendment to the Scope of Work requires an additional fee, the quantum of the additional fee (if any) and its method of calculation shall be agreed in writing by QIA and the Advisor. QIA will have no obligation to pay for any unapproved professional fees or additional costs and out-of pocket expenses.

*Timetable/Programme*

As outlined in the Advisor's Tender Proposal, the Advisor expects the Project to run for a total period of 17 (seventeen) months from 1 November 2025 to 31 March 2027.

The terms and conditions of the Engagement Letter will govern any work already performed by the Advisor in connection with the Project before the date of the Engagement Letter.

Should QIA require selected, additional support beyond the 17-month Project duration, the Advisor will ensure appropriate Prosek leadership availability and coverage for such activity.



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#### Advisor key personnel

The Advisor designates the following senior individuals who will be responsible for the conduct of the Engagement: Trevor Gibbons and Beth Leri (each a **Designated Person**). In the event it becomes necessary to replace a Designated Person from time to time due to unforeseen circumstances (including due to any such person ceasing to be employed by the Advisor, or such person's sickness or incapacity), the Advisor shall consult with QIA regarding the selection of a replacement Designated Person, and shall ensure that any such replacement has reasonably equivalent or superior experience to the Designated Person being replaced and is reasonably satisfactory to QIA. If QIA is not satisfied with the replacement, QIA shall have the right to terminate the Engagement.

#### Service Delivery

The Advisor shall provide the services from its US offices, with (for the purposes of paragraph 4 of Schedule 2) assistance if and when required from its offices in the United Kingdom and Cyprus (together, the "**Prosek Offices**"), as such definition of Prosek Offices may be amended in writing (email being sufficient) by the Advisor and QIA.

#### Professional fees and taxes

The Advisor's total professional fees for the services to be provided under the Engagement Letter (excluding the Administrative Fee and Reimbursable Expenses as defined below) shall be a total fixed fee of One Million Six Hundred and Twenty Thousand Three Hundred United States dollars (USD [REDACTED]) for the Foundational Activities period and for the 17-month engagement period (the "**Total Advisor Fee**"). The Advisor's professional fees are deemed to be inclusive of applicable V.A.T./G.S.T. or similar sales taxes, duties and indirect taxes.

The Total Advisor Fee shall be calculated as follows:

No	Description of Service	Fee (USD)	Remark(s)
1.	Foundational Activities Fee	[REDACTED]	One-off fee
2.	Strategic Counsel (25 hours per month)	[REDACTED]	Monthly Retainer
3.	Events (20 hours per month)		
4.	On-Ground Support (20 hours per month)		
5.	Corporate Reputation (20 hours per month)		
6.	Monitoring (20 hours per month)		
7.	Account Management (30 hours per month)		



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### **Retainer and Usage Statement**

The Advisor has determined the Retainer based upon an estimate of one hundred thirty-five (135) hours per month (the "Estimate") for the "Ongoing United States Support Services" (the "US Services"). Although those hours are nominally allocated to six different activities above, the Advisor and QIA agree that the Retainer covers one hundred thirty-five (135) hours of Prosek time per month, which may be re-allocated as QIA may direct.

On or about the fifteenth (15<sup>th</sup>) day of each month of the Term, the Advisor shall provide QIA a statement of hours actually worked in the first half of that month (the "Usage Statement"), and shall highlight to QIA (email being sufficient) the likelihood of the Estimate being exceeded in that month.

To the extent that there are unused hours in any month, then promptly following review of the Usage Statement each month QIA shall direct the Advisor in writing (email being sufficient) as to how any unused hours shall be allocated, it being understood that any unused hours in that month may be carried over for use in any subsequent month(s).

The Advisor and QIA shall meet quarterly to discuss the previous quarter's usage, and any under or over-utilisation. Where in any quarter QIA has directed the Advisor in writing (email sufficient) to undertake US Services in excess of the Estimate, the Advisor may bill QIA for such additional hours at a blended hourly rate of USD [REDACTED] (the "Blended Rate") for each hour worked in excess of the Estimate (subject to such additional hours being reduced by the applicable number of unused hours carried forward in relation to the previous calendar quarter).

For the avoidance of doubt:

- (a) the Advisor is not entitled to bill QIA at the Blended Rate (or any other rate) for any hours worked in excess of the Estimate if the Advisor has not informed QIA in advance that the Estimate for a given month is likely to be exceeded; and
- (b) the Advisor shall not charge QIA at the Blended Rate (or any other rate) for time spent by Advisor personnel undertaking domestic or international travel, whether as part of the Advisor's fee, as part of its Administrative Fee or as a Reimbursable Expense.

### **Administrative Fee and Reimbursable Expenses**

#### *Administrative Fee for Routine Expenses*

It is agreed that the Advisor may add to the invoice for each monthly Retainer an amount equivalent to [REDACTED] of the Retainer (being USD [REDACTED]) (the "Monthly Administrative Fee") to compensate the Advisor for Advisor Overheads.

For the purposes of this paragraph, "Advisor Overheads" means research and analytics, report production, secretarial, IT, administrative and other services, subscription services, proprietary and non-proprietary database access (e.g. Factiva and Cision), financial terminals (Bloomberg), intra-US travel, intra-US courier charges, photocopying and other document reproduction costs, Advisor staff time, telephone calls and other customary items of overhead costs. For administrative convenience, the Advisor is not required to submit invoices or other supporting documentation to QIA in relation to Advisor Overheads.



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#### *Reimbursable Expenses*

In addition to the monthly Administrative Fee relating to Advisor Overheads, the Advisor may submit to QIA and QIA shall reimburse the Advisor for certain direct costs and out-of-pocket expenses ("**Reimbursable Expenses**"), provided that the incurrence of such expenses and their reimbursement shall be governed by paragraphs 12.3 and 12.4 of the General Terms of Engagement.

Save as agreed above, the Advisor shall be responsible for all of its own costs and out-of-pocket expenses incurred in the provision of the services forming part of the scope of work.

#### **Invoicing and Payment terms**

- Immediately following signature of this Engagement Letter, the Advisor shall promptly submit a single invoice to QIA comprising the Foundational Activities Fee.
- Thereafter, the Advisor shall submit its invoice for each Retainer monthly in arrears.

Provided that they follow the format and content requirements set out in section 13.2 of the General Terms of Engagement, QIA shall pay Prosek's invoices by no later than 30 calendar days after the date of the relevant invoice submitted by the Advisor (and which the Advisor and QIA agree as a derogation from Section 12.6 of the General Terms of Engagement).

#### **Authorised representatives of QIA**

The Advisor is authorised to accept instructions, consents and notices to be given by QIA in connection with the Engagement only from QIA's Corporate Communications & Protocol Director or the Corporate Communications Associate Director, or from any other person designated by QIA in a written notice to the Advisor from time to time (each an **Authorised Representative**).

#### **Termination**

The Engagement and the Engagement Letter, unless previously terminated or extended in writing, will expire on the date that the Advisor has completed the scope of work and QIA has received all Deliverables (as defined in paragraph 1.1.2 of the General Terms of Engagement), in each case to QIA's satisfaction.

QIA may terminate the Engagement, without liability for termination (save as to fees accrued up to and including the date of termination in accordance with the terms of the Engagement Letter) on written notice to the Advisor at any time and for any reason, with or without cause, on a reasonable notice period.



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QIA and the Advisor agree that the Advisor may terminate the Engagement on ninety (90) days' advance written notice to QIA (or such shorter or longer time period as may be acceptable to QIA and the Advisor).

Save as otherwise expressly provided in the Engagement Letter, expiry or earlier termination of the Engagement Letter for any reason shall (1) be without prejudice to any accrued rights and obligations under the Engagement Letter as at the date of its expiry or earlier termination for any reason (as the case may be), and (2) not affect the continuing rights and obligations of the parties under any provision of the Engagement Letter which is expressed to survive expiry or earlier termination for any reason or which is required to give effect to such expiry or earlier termination or the consequences of such expiry or earlier termination.

The Advisor agrees that, on termination of the Engagement, and at QIA's election and notification to the Advisor, the Advisor shall promptly return to QIA all Confidential Information (and copies of the same), provided however that the Advisor may retain, subject to paragraph 9 of the General Terms of Engagement (1) for professional archival, disaster recovery, legal or regulatory purposes only, or (2) as otherwise expressly authorised or instructed by QIA, a copy of any proposal, presentation, progress review, report or other document provided to QIA by the Advisor, together with any working papers necessary to support the Advisor's conclusions or recommendations.

#### Data protection

Without prejudice to its other obligations pursuant to the Engagement Letter, the Advisor will apply the data protection protocols available in the Advisor's "Information Security Program" (the **Data Protection Protocols**) in providing the services under the Engagement, and comply with QIA's reasonable requests to provide information regarding the Advisor's processing activities, including by making the Advisor's IT Director or another person of comparable knowledge and position available to provide information regarding the Data Protection Protocols and the Advisor's processing activities. To avoid doubt, the foregoing excludes access by QIA to the Advisor's information technology infrastructure, networks or systems.

#### Notices

For the purposes of paragraph 20 of the General Terms of Engagement, the parties' respective addresses are as follows:

Party	Address for notice	Recipient
QIA	Qatar Investment Authority Ooredoo Tower (Building 14), Al Dafna Street (Street 801) Al Dafna (Zone 61), P.O. Box 23224, Doha Qatar	



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Party	Address for notice	Recipient
Advisor	Prosek LLC (dba Prosek Partners) 28 East 28 <sup>th</sup> Street 15 <sup>th</sup> Floor New York, NY 10016 USA	[REDACTED]

#### FARA Registration

Given the nature of the Services and the parties thereto, Advisor (with the advice of counsel) has determined that it required to register with the United States Department of Justice under the Foreign Agent Registration Act (FARA).

QIA shall promptly provide Advisor all information reasonably necessary for such registration. QIA further agrees and understands that the terms and conditions of this engagement may become public if such registration is required.

#### Conflicts Policies and Procedures

QIA and the Advisor agree that paragraph 11.1 of the General Terms of Engagement hereto shall be supplemented, as follows, by adding to the end of Section 11.1 the words:

*"Should the Advisor wish, during the period of two years following the Engagement, to assign any member of the Advisor's team assigned to the provision of services to QIA to a Competitively Sensitive Project and such Advisor's team member has received Confidential Information in connection with the Engagement, Advisor shall make a request in writing to QIA to do so and QIA may, in its absolute discretion, provide its consent.*

*For the purposes of this Engagement Letter, "Competitively Sensitive Project" shall mean a specific matter for or on behalf of a QIA peer in the region involving confidential or material non-public information about a contemplated, pending or completed project or transaction involving QIA to which a member of the Advisor's team was exposed during the Engagement and, during the Engagement, QIA designated in writing as "confidential". "Competitively Sensitive Project" shall not include day-to-day general communications advisory services.*



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## SCHEDULE 2

### GENERAL TERMS AND CONDITIONS OF ENGAGEMENT OF PROVIDERS OF CONSULTANCY OR OTHER PROFESSIONAL SERVICES

#### (SINGLE TRANSACTION OR PROJECT ENGAGEMENT)

#### 1. Definitions, interpretation and construction

##### 1.1 *Definitions.*

In these General Terms of Engagement:

1.1.1 (save as expressly defined or provided in these General Terms of Engagement) where words and expressions appear in capitalised terms, such words and expressions shall have the same meanings as are given to such words and expressions under the Engagement Letter and shall be deemed to be incorporated into these General Terms of Engagement; and

1.1.2 (save where these General Terms of Engagement expressly state otherwise):

**Advisor Know-how** has the meaning given in paragraph 6;

**Advisor Affiliate** means any person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Advisor and the expression **Advisor Affiliates** shall be construed accordingly;

**Affiliate** means an Advisor Affiliate or a QIA Affiliate (as appropriate) and the word **Affiliates** shall be construed accordingly;

**Applicable Data Protection Law** means all applicable law, enactments, regulations, regulatory policies, mandatory regulatory guidelines and industry codes having legal effect, in each case, which are in force from time to time relating to privacy and/or data protection in relation to the processing of personal data received by or on behalf of the Advisor from QIA or any QIA Affiliate and its respective representatives and related parties in the course of providing the Services, including and as applicable, in the State of Qatar, (i) Qatar's Law No. (13) of 2016 on the Protection of Personal Data and Privacy and (ii) Qatar Financial Centre Regulation No. (6) of 2005, in each case, as modified, amended, revised, extended, consolidated or re-enacted from time to time, and applicable guidance and codes of practice issued by Qatar's Communications Regulatory Authority or other relevant regulatory authority;

**Applicable Law** means all applicable law, enactments, regulations, regulatory policies, mandatory regulatory guidelines and industry codes having legal effect, regulatory permits and regulatory licences, in each case, which are in force from time to time, in each case, as modified, amended, revised, extended, consolidated or re-enacted from time to time, and any binding direction, ruling, instruction or order imposed or given by any governmental, regulatory, taxation authority or by any court or tribunal of competent jurisdiction;

**Business Day** has the meaning given in paragraph 20;

**Charges** has the meaning given in paragraph 12.1;

**Confidential Information** has the meaning given in paragraph 9.2;



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**Conflicts** has the meaning given in paragraph 11.1;

**Deliverable** means any tangible work product or output of the Services that QIA and the Advisor agree that the Advisor is to deliver or provide to QIA (including reports, memoranda of advice, presentations and other documents and materials) pursuant to the Statement of Work and **Deliverables** shall be construed accordingly;

**Direct Losses** means, subject to paragraph 8.3, all damage, losses, liabilities, claims, actions, costs (on a full indemnity basis), charges and expenses (including the cost of legal and other professional services, legal costs being on an agent/client, client paying basis) incurred in connection with investigating, preparing for and defending any and all claims, actions, proceedings, demands or judgments, as finally awarded by a court of competent jurisdiction or a binding arbitral tribunal decision;

**email** means the exchange of computer-stored messages by telecommunication;

**Good Industry Practice** means using standards, practices, methods and procedures conforming to Applicable Law and exercising that degree of skill, care and diligence which would reasonably be expected of an appropriately qualified, skilled and experienced person in the provision of services similar in nature to the Services;

**ICC Arbitration Rules** has the meaning given in paragraph 22.2;

**Intellectual Property** means (1) patents, trade marks, service marks, registered designs, applications for any of those rights, trade and business names, unregistered trade marks and service marks, copyrights, know-how and rights in designs and inventions, (2) the *sui generis* right for the maker of a database to prevent extraction or re-utilisation or both of the whole or a substantial part of the contents of that database, (3) rights under licences, consents, orders, statutes or otherwise in relation to a right in (1) and (2), and (4) rights of the same or similar effect or nature as or to those in (1), (2) and (3), in each case in any jurisdiction;

**Personal Data** means personal data relating to a data subject received by or on behalf of the Advisor from QIA, any QIA Affiliate and/or their respective representatives in the course of providing services under the Engagement Letter;

**Proscribed Fee** has the meaning given in paragraph 5.1.2;

**QIA Affiliate** means (1) any person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with QIA, or (2) any government entity or instrumentality of, or any entity that is directly or indirectly, through one or more intermediaries, owned by one or more entities that are wholly-owned by one or more of (i) the State of Qatar, (ii) the Amiri Diwan of the State of Qatar, or (iii) any entity that is wholly-owned by any of the foregoing and the expression **QIA Affiliates** shall be construed accordingly; and

**QIA Indemnitees** means QIA, each QIA Affiliate and its respective directors, officers, employees, agents and representatives and the expression **QIA Indemnitee** shall be construed accordingly.

## 1.2 **Interpretation and construction.**

1.2.1 *Interpretation.* The words in the Engagement Letter shall bear their natural meaning.

1.2.2 *Use of general words.* In construing the Engagement Letter, general words introduced or followed by the word "other" or "including" or the expression "in particular" shall not be given a



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restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

1.2.3 *References in Engagement Letter.* In the Engagement Letter:

1.2.3.1 where the context so admits, words and expressions denoting persons shall include natural persons, companies, corporations, firms, partnerships, limited liability partnerships, joint ventures, investment funds, trusts, voluntary associations and other incorporated and/or unincorporated bodies, government bodies or other entities (in each case, whether or not having separate legal personality) and all such words and expressions shall be construed interchangeably in that manner; and

1.2.3.2 a reference to a person shall include the successors or permitted transferees or assigns of such person.

1.2.4 *Use of New York legal terms.* References in the Engagement Letter to any New York legal term or concept (including those relating to any action, remedy, method or judicial proceeding, document, statute, court official, governmental authority or agency) shall in respect of any jurisdiction other than the State of New York be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction.

2. **Relationship between the parties**

The Engagement Letter does not make either of QIA or the Advisor an agent or legal representative of the other, nor does it create a partnership or joint venture. Neither QIA nor the Advisor shall have any right, power or authority to bind the other.

3. **Advisor's services and responsibilities**

3.1 **Services delivery.** The Advisor shall provide the Services (1) in accordance with the terms of the Engagement Letter, (2) with all due skill care and diligence, using appropriately experienced, qualified and trained personnel, (3) in accordance with Good Industry Practice, (4) in compliance with all Applicable Law (including the holding and maintaining of all necessary licences, authorisations and permissions in order to ensure compliance in all respects with its obligations under the Engagement Letter), (5) using all reasonable endeavours to ensure that it does not do, and to procure that none of its directors, officers, employees or agents does, anything that may damage the name, reputation or goodwill of QIA or any QIA Affiliate, (6) in a manner that does not infringe (or cause QIA or any QIA Affiliate to infringe) the Intellectual Property rights of any third party, (7) at least to the same standard as the Advisor provides equivalent services to other clients, and (8) in accordance with QIA's reasonable directions, instructions and requests. In the event of any inconsistency, discrepancy, conflict or ambiguity between any of the requirements set out in this paragraph 3.1, the Advisor shall notify QIA to that effect and shall, as soon as practicable, discuss such inconsistency, discrepancy, conflict or ambiguity with QIA. The parties shall seek to agree how the inconsistency, discrepancy, conflict or ambiguity is to be addressed and the impact (if any) on the Engagement.

3.2 **Timetable.** The Advisor shall use all reasonable endeavours to provide the Services in accordance with any timetable set out in the Statement of Work or otherwise agreed with QIA.

3.3 **QIA dependencies.** QIA acknowledges that the provision of the Services may be dependent on the timely and effective completion of its own responsibilities.

3.4 **Advisor key personnel.** Where individuals to be involved in providing the Services are named in the Statement of Work, (unless otherwise agreed with QIA, or any such individual is unavailable due to sickness or other employment-related leave beyond the Advisor's control) the Advisor shall ensure that they are so involved.



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3.5 **Services records.** The Advisor shall keep true and accurate records of its performance in the provision of the Services (including information required to allow proper monitoring of the provision of the Services, compliance with the Engagement Letter and the calculation of the Charges) and shall provide QIA with access to such records for the purposes of monitoring the provision of the Services by the Advisor, monitoring compliance with the Engagement Letter by the Advisor and verifying the accuracy of all invoices issued by the Advisor in relation to the provision of the Services.

3.6 **Updating of Deliverables.** Unless otherwise agreed with QIA, the Advisor shall not be under any obligation to update any Deliverable, oral or written, for events occurring after the relevant Deliverable has been issued in final form.

3.7 **Implementation of advice or recommendations.** The Advisor shall not be responsible for the implementation by QIA of any advice or recommendations provided by the Advisor, unless otherwise agreed in writing with QIA.

#### 4. Use of Advisor Affiliates and sub-contracting

4.1 **Use of Advisor Affiliates.** The Advisor may delegate all or some of the Services to one or more of the Advisor Affiliates, provided that the Advisor shall procure that any such Advisor Affiliate complies in all respects with the terms of the Engagement Letter and the Advisor shall be responsible to QIA in respect of any breach of the Engagement Letter by any such Advisor Affiliate, and provided further that no such delegation shall modify or affect the terms of the Engagement Letter, including the Advisor's obligations with respect to the provision of the Services.

4.2 **Sub-contracting.** Save as provided in paragraph 4.1, the Advisor shall not sub-contract any element of the Services to, nor use the services of, any person, other than an Advisor Affiliate, in connection with the Project without QIA's express and specific prior written consent to such sub-contracting or use (which consent QIA shall be entitled in its absolute discretion to withhold or condition).

#### 5. No corrupt business practices (anti-corruption/no middleman)

5.1 **No corrupt business practices representation and warranty.** The Advisor represents and warrants to QIA (for itself and as trustee for each QIA Affiliate) for its benefit that:

5.1.1 the Advisor has not obtained or induced directly or indirectly through any person and will not attempt to so obtain or induce the procurement of the Engagement or any contract, consent, approval, right, interest, privilege or other obligation or benefit related to the Engagement or a favourable relationship with QIA through any corrupt or illegal business practice; and

5.1.2 the Advisor has not given or agreed to give and shall not give or agree to give to any person, either directly or indirectly, any placement fee, introductory fee, arrangement fee, finder's fee or any other fee, compensation monetary benefit or any other benefit, gift, commission, gratuity, bribe or kickback, whether described as a consultation fee or otherwise (a **Proscribed Fee**), with the object of obtaining or inducing the procurement of the Engagement or any contract, right, interest, privilege or other obligation or benefit related to the Engagement. To avoid doubt, the following shall not be deemed to be a Proscribed Fee within the meaning of this paragraph 5.1.2: (1) any payment that is legitimate in the normal course of business between each party to the Engagement Letter pursuant to the Engagement, (2) any item, including refreshments, of an inconsequential or immaterial cost or value, and (3) the regular and customary compensation and benefits received by either party's employees in the ordinary course of business and consistent with past practice.

5.2 **Corrupt business practices indemnity.** The Advisor shall be liable for and covenants with QIA (for itself and as trustee for each other QIA Indemnitee) to indemnify each QIA Indemnitee and keep each QIA



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Indemnitee indemnified immediately on demand from and against any and all Direct Losses asserted against, sustained or incurred, or required to be paid by the QIA Indemnitee, regardless of whether based in whole or in part on strict liability, wilful or intentional misconduct, or ordinary or gross negligence of any QIA Indemnitee, or otherwise, as a result or as a consequence of, or arising out of or in connection with (1) any breach of the representations, warranties or covenants in paragraph 5.1, or (2) termination of the Engagement pursuant to paragraph 5.2. Such obligation shall survive and continue after the expiry of the Engagement or its earlier termination for any reason.

- 5.3 **Termination in event of corrupt business practice.** In the event of any breach of the representations, warranties, and covenants contained in paragraph 5.1, QIA shall have the right to terminate the Engagement with immediate effect by giving notice to the Advisor to such effect.
- 5.4 **No limitation on liability.** Nothing in paragraph 8 shall prevent or restrict the right of QIA to any sum payable by the Advisor and/or limit the liability of the Advisor in accordance with paragraphs 5.1 or 5.2 in respect of any breach of the representations, warranties and covenants contained in paragraph 5.1.
- 5.5 **Cooperation.** In the event of any inquiry, dispute or controversy relating to a suspected or alleged breach of paragraph 5.1, the Advisor shall, at QIA's request, cooperate fully with QIA in its efforts to gather information and assess all relevant facts and respond as QIA reasonably determines is appropriate. Such cooperation shall include disclosing all relevant documents and financial information, and making directors, officers, employees or other requested personnel available for interviews during normal business hours, and allowing reasonable access to review the Advisor's records relating to the Engagement and/or the Services provided or to be provided in connection with the Project during normal business hours. The foregoing obligation shall apply only (1) with respect to information and facts related to the Engagement and/or the Services provided or to be provided in connection with the Project and not the Advisor's financial and accounting books and records, proprietary records or information relating to the Advisor's other clients, (2) to the extent not prohibited by any Applicable Law, or professional rules binding on the Advisor otherwise require, and (3) to the extent such cooperation would not unreasonably disrupt the Advisor's operations. Such obligation shall survive and continue after the expiry of the Engagement or its earlier termination for any reason.

## 6. Representations and warranties

- 6.1 The Advisor represents and warrants to QIA for its benefit that:
- 6.1.1 each individual involved or to be involved in providing the Services has the requisite professional qualification (if applicable) and the suitable skills and experience to do so;
- 6.1.2 the Advisor holds, and each Advisor Affiliate whose services the Advisor is using in connection with the Project holds, all licences and authorisations required in the jurisdiction(s) or territory(ies) in which it practises and in the jurisdiction(s) in which the Services will be provided;
- 6.1.3 the Advisor has professional liability insurance that is in full force and effect providing coverage in an amount not less than the liability caps set out in the Engagement Letter;
- 6.1.4 the Advisor has taken all reasonable steps, and each Advisor Affiliate whose services the Firm is using in connection with the Project has taken all reasonable steps, to safeguard the security of its information technology systems;
- 6.1.5 the Advisor has, and each Advisor Affiliate whose services the Advisor is using in connection with the Project has, policies relating to the receipt of non-public information; and
- 6.1.6 the Advisor is in compliance, and each Advisor Affiliate whose services the Advisor is using in connection with the Project is in compliance, with all Applicable Law in the jurisdiction(s) or territory(ies) in which it practises and in the jurisdiction(s) in which the Services will be provided.



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- 6.2 The representations and warranties set out in paragraph 6.1 shall be deemed to be repeated on (1) the date on which the Engagement Letter is signed, and (2) the date on which each invoice is issued.

## 7. Intellectual Property rights in Deliverables and other documents etc.

- 7.1 **Ownership of Intellectual Property rights in Deliverables and other documents etc.** Save as provided in this paragraph 7, legal ownership of the copyright and all other Intellectual Property rights in (1) any Deliverable, and (2) all other documents, correspondence and other materials that QIA receives from the Advisor and any Advisor Affiliate will vest in QIA on payment of the Advisor's professional fees associated with such Deliverable(s).

- 7.2 **Advisor know-how.** In performing the Engagement, the Advisor may use or develop data, software, designs, utilities, tools, models, systems and other methodologies and know-how and trade marks (including its name and logo) that the Advisor owns or develops or that is/are licensed to the Advisor or any Advisor Affiliate (**Advisor Know-how**). Notwithstanding the delivery or provision to QIA of any Deliverable, the Advisor or the Advisor Affiliate (as the case may be) retains the copyright and all other Intellectual Property rights in the Advisor Know-how. To the extent that any Deliverable contains any Advisor Know-how, the Advisor grants, and shall procure that each Advisor Affiliate grants, (or, if such grant cannot legally take place until a later date, agrees to grant or procure the grant) to QIA and to each of the QIA Affiliates with effect from the date of the Statement of Work or, in the case of any such Deliverable not yet in existence, with effect from the creation of such Deliverable, a perpetual, (save in circumstances where the Advisor's or the relevant Advisor Affiliate's licence or authorisation from a third party licensor or authority expires or is terminated) irrevocable, non-exclusive, non-sublicensable, worldwide, royalty-free licence, capable of assignment (but only to any permitted assignee of any rights or benefits under the Statement of Work), to use and copy all such Deliverables for the purposes of performance of QIA's mandate and the relevant QIA Affiliate's business purposes (as the case may be) or any other purpose of the Engagement identified in the Statement of Work (save as otherwise provided in this paragraph 7.2, such licence to remain in full force and effect notwithstanding completion of the Advisor's obligations under the Statement of Work or the termination of the Engagement Letter or the determination of the Engagement or any dispute under the Engagement Letter). QIA agrees that, without the Advisor's prior written consent, it will not and will not permit any third party to (1) access, copy, modify, create derivative works of, or reverse engineer any Advisor Know-how, or (2) remove or circumvent any security feature of, or technological safeguard included in, any Advisor Know-how, or alter or delete any legends, notices, digital protection mechanisms, metadata, watermarks or disclaimers provided with, or as part of the output of, any Advisor Know-how.

## 8. Indemnity and liability

- 8.1 **Advisor's indemnity.** The Advisor shall be liable for and covenants with QIA (for itself and as trustee for each other QIA Indemnitee) to indemnify each QIA Indemnitee and keep each QIA Indemnitee indemnified immediately on demand from and against any and all Direct Losses asserted against, sustained or incurred, or required to be paid by the QIA Indemnitee, regardless of whether based in whole or in part on strict liability, wilful or intentional misconduct, or ordinary or gross negligence of any QIA Indemnitee, or otherwise, as a result or as a consequence of, or arising out of or in connection with:

- 8.1.1 the fraud, bad faith, wilful misconduct or gross negligence of the Advisor or any Advisor Affiliate in performing the Engagement;
- 8.1.2 any breach by the Advisor or any Advisor Affiliate of the confidentiality obligations under paragraph 9;
- 8.1.3 any claim by a third party that the use by QIA or any QIA Affiliate of the Deliverables constitutes an infringement of any Intellectual Property of such third party, provided that the Advisor shall



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have no liability to any QIA Indemnitee where an infringement is a direct result of information provided by QIA or any QIA Affiliate to the Advisor or any Advisor Affiliate or relates to any modification of the Deliverables by a person other than the Advisor or any Advisor Affiliate or any use of the Deliverables inconsistent with the Engagement Letter; or

8.1.4 any claim for, or in respect of, the death and/or personal injury of any person or damage to physical property to the extent arising from the Advisor's negligence or the negligence of any Advisor Affiliate.

8.2 **Consequential and indirect loss.** The indemnities under the Engagement Letter shall not apply and there shall be no right to claim damages for breach of the Engagement Letter, in tort (including negligence and breach of statutory duty), for strict liability, wilful or intentional misconduct, misrepresentation or restitution, under any indemnity or on any other basis whatsoever to the extent that any loss claimed by either party is:

8.2.1 for any loss of (or anticipated loss of) savings, profits, revenue, use, production, business or business opportunity; or

8.2.2 a claim for consequential loss or for indirect loss of any nature

incurred or suffered or allegedly incurred or suffered by the other party or the other party's respective Affiliates.

8.3 **Limit on Advisor's liability.** Subject to paragraph 5.4, except:

8.3.1 for the fraud, bad faith, wilful misconduct or gross negligence of the Advisor or any Advisor Affiliate in performing the Engagement;

8.3.2 for breach by the Advisor or any Advisor Affiliate of the confidentiality obligations under paragraph 9; or

8.3.3 pursuant to paragraph 8.1.3,

(to the fullest extent permitted by law) the Advisor's aggregate liability arising under or in connection with the Engagement Letter shall not exceed three times' the aggregate fees payable by QIA to the Advisor for the provision by the Advisor of the Services.

8.4 **Legal or other proceedings arising from use or implementation of Deliverables.** Save to the extent that such claim arises out of or is caused (or contributed to) by fraud, bad faith, wilful misconduct or gross negligence of the Advisor or any Advisor Affiliate in performing the Engagement or any breach by the Advisor of any provision of the Engagement Letter, (subject to paragraph 12.4), QIA shall compensate the Advisor for any direct cost or out-of-pocket expense as the Advisor properly incurs in consequence of any legal proceedings initiated by or against a third party or in regulatory or administrative proceedings relating to the use or implementation of the Deliverables in which the Advisor is requested by QIA or otherwise required to participate.

## 9. Confidentiality

9.1 **No public announcement, etc. of Project or Engagement.** The Advisor shall not disclose or make, and shall procure that no Advisor Affiliate or advisor discloses or makes, any public announcement of the Project or the Engagement or of QIA's consideration of or discussions concerning the Project or the Engagement, or of the existence, status or progress of the Engagement Letter or of such discussions, except upon the express and specific prior written consent of QIA. Notwithstanding the foregoing, the Advisor may make such disclosure or notification as is required by Applicable Law, provided that (to the



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extent it is permitted to do so) it shall give QIA reasonable notice of any such requirement and of its intention to make such disclosure or notification, including the proposed text of such disclosure or notification.

- 9.2 **Confidentiality of information on Project and QIA interest.** All non-public information concerning the Project, QIA or any QIA Affiliate or QIA's interest in the Project that the Advisor or any Advisor Affiliate receives from QIA or a QIA Affiliate in whatsoever format (and whether in writing or orally) in connection with the Engagement (including QIA's interest in the Project) (the **Confidential Information**) will be used by the Advisor and the Advisor Affiliates only for the purposes of the Engagement and will be treated confidentially by the Advisor and the Advisor Affiliates and will not be disclosed to any person other than the Advisor, the Advisor Affiliates or QIA unless:
- 9.2.1 QIA specifically consents to such disclosure in writing prior to the disclosure of the relevant Confidential Information by the Advisor or any Advisor Affiliate;
  - 9.2.2 the relevant Confidential Information is required by QIA's other advisors or the Advisor's advisors in connection with the Project or the Advisor's contractors for whom it is necessary to have access to the relevant Confidential Information and who are under an obligation to keep such Confidential Information confidential, in which case the Advisor may disclose such information to such persons;
  - 9.2.3 the relevant Confidential Information has become public through no breach of the confidentiality obligations herein by the Advisor or any Advisor Affiliate;
  - 9.2.4 the relevant Confidential Information was already lawfully known to, or in the possession of, the Advisor or any Advisor Affiliate prior to its being obtained from QIA (as evidenced by written records to the reasonable satisfaction of QIA or other competent evidence);
  - 9.2.5 the relevant information is acquired by the Advisor or any Advisor Affiliate from a third party not restricted from disclosing such information;
  - 9.2.6 the relevant information is independently developed by the Advisor or any Advisor Affiliate without reference to the Confidential Information; or
  - 9.2.7 the relevant information is required to be disclosed by Applicable Law.
- 9.3 **Benchmarking services.** Subject to its confidentiality obligations under paragraphs 9.1 and 9.2, where (and to the extent that) the Services include benchmarking services the Advisor may also incorporate Confidential Information into its benchmarking databases for use in reporting on sanitised or aggregate trends and metrics without attribution to QIA.
- 9.4 **Permitted transfers.** QIA agrees that the Advisor may transfer Confidential Information (provided that transfer of Confidential Information which is or contains Personal Data shall be made only in compliance with Applicable Data Protection Law) to geographies other than those in which it was collected or received, provided that at all times Confidential Information will be treated as confidential in accordance with paragraph 9.2.
- 9.5 **QIA acknowledgement.** In providing the Services, the Advisor will use and rely on the Confidential Information and on information available from public sources, and QIA acknowledges that it is authorised to provide the Advisor with such Confidential Information for its use in connection with the agreed services and that the Advisor will have no obligation to independently verify such information.
- 9.6 **Use of names.** Neither party nor any of its Affiliates will make any use of the name of the other party or refer to the other party or any of its Affiliates, or any description by which the identity of the other party or any of its Affiliates is likely to be revealed, or refer to the Advisor's relationship with QIA or any QIA Affiliate



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to a third party, including in publicity and advertising or any communication, statement, release or announcement, or in any reports, web sites, memoranda or publications issued, distributed or made available to a third party or to the public, in each case except upon prior written consent of the other party.

9.7 **Disclosure of Deliverables etc.** The Advisor's work for QIA is confidential and intended for QIA's internal use only. The Advisor will not disclose the Deliverables to any third parties without QIA's prior written consent. Similarly, QIA agrees that it will not disclose any materials or information that the Advisor provides to QIA, including the Deliverables, to any third parties without the Advisor's prior written consent. To avoid doubt, the foregoing shall not restrict QIA from (1) disclosing any information that the Advisor provides to QIA, including any Deliverable, to QIA's other advisors in connection with the Project for whom it is necessary to have access to the relevant information and/or Deliverable and who are under an obligation to keep such information and/or Deliverable confidential, or (2) using the content of the Deliverables outside its organisation, provided that all references to the Advisor are deleted therefrom, no attribution to the Advisor is made in connection with such use, and the Deliverables are not reproduced or redistributed in the form originally provided by the Advisor.

9.8 **Persons granted access to non-public information.** The Advisor shall prepare, maintain and update a list of persons working for it who is/are granted access to non-public information (as customarily defined in securities regulations) relating to the Project. The Advisor confirms that it will provide a list of the names of those persons who appear on such list to QIA as soon as reasonably practicable upon QIA's written request. The Advisor represents and warrants that it has policies relating to the receipt of non-public information. The Advisor shall ensure that every person whose name is on such list(s) acknowledges the legal and regulatory obligations arising from having access to non-public information.

#### 10. **Right to withhold information on national security or financial sensitivity grounds**

Notwithstanding any provision of the Engagement Letter otherwise requiring QIA to provide any information or documents to the Advisor or any third party, QIA shall be entitled to withhold, edit, redact and/or otherwise limit disclosure of any such information or documents on the grounds of national security and/or financial or economic sensitivity and QIA shall have no liability whatsoever and shall be free and harmless from any claims whatsoever for exercising its rights pursuant to this paragraph 10. QIA acknowledges and agrees that (to the extent of any such requirement to withhold, edit, redact or limit disclosure) any results, data, recommendations or analyses provided by the Advisor may differ from those the Advisor would have provided had such information not been so withheld, edited or redacted or the disclosure of such information had not been so limited.

#### 11. **Conflicts of interest**

11.1 **Conflicts policies and procedures.** There may be situations in which the team of staff of the Advisor or any Advisor Affiliate assigned to the provision of services to QIA in connection with the Project have interests, owe duties, or take actions, that could potentially conflict with QIA's interests and/or duties owed to QIA in relation to the Project (**Conflicts**). The Advisor represents and warrants to QIA that the Advisor has in place policies and procedures to identify, consider and manage any such potential Conflicts. Such policies and procedures shall protect QIA and the QIA Affiliates from any effect adverse to the interests of QIA or any QIA Affiliates arising from such Conflicts. For the purpose of clarification, it is the Advisor's long-standing policy to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities, and to do so without compromising the Advisor's professional responsibility to maintain the confidentiality of client information. Consistent with such practice and the Advisor's confidentiality obligations to its other clients, the Advisor is not able to advise or consult with QIA about the Advisor's serving other parties. To avoid situations of potential Conflict, the Advisor will not, for a period of two years following the Engagement, assign to a competitively sensitive project any member of the Advisor's team of staff assigned to the provision of services to QIA and having received Confidential Information in connection with the Engagement.

11.2 **Conflicts of interest arising during Engagement.** If, notwithstanding the aforementioned policies and procedures, circumstances arise during the provision of services in connection with the Project which



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result or are likely to result in the team of staff of the Advisor or any Advisor Affiliate assigned to the provision of services to QIA in connection with the Project being unable to avoid an adverse impact on QIA or any QIA Affiliate as a consequence of a Conflict in connection with the Project, the Advisor will promptly inform QIA accordingly (and to the maximum extent that the Advisor is able to disclose the full circumstances of the Conflict or potential Conflict in light of confidentiality obligations it owes to third parties). In the event that an adverse impact on QIA or any QIA Affiliate occurs or is threatened as a consequence of any Conflict, QIA may terminate the Engagement Letter with immediate effect in addition to any other legal or contractual remedies it may have.

## 12. Charges

- 12.1 **Advisor's charges.** The Advisor shall render invoices in respect of the Services setting out professional fees and permitted costs and out-of-pocket expenses, and applicable V.A.T./G.S.T. or similar sales, duties and indirect taxes thereon, (the **Charges**). Details of the Charges and any special payment terms relevant to a Project shall be set out in the Statement of Work.
- 12.2 **Currency.** All Charges shall be specified in United States dollars and invoices will be paid in that currency, unless otherwise agreed.
- 12.3 **Costs and out-of-pocket expenses.** Except as otherwise expressly provided in the Statement of Work, (subject to paragraph 12.4) QIA shall reimburse the Advisor for certain direct costs and reasonable out-of-pocket expenses properly incurred by the Advisor and approved by an Authorised Representative of QIA in writing, principally related to travel expenses (other than local transportation costs), and professional fees of approved third party service providers. Unless it is not practicable in the circumstances to do so, the Advisor shall obtain the written approval of an Authorised Representative of QIA prior to the Advisor incurring such expenses. The Advisor shall use its reasonable efforts to minimise travel and other expenses, including using corporate rates and discounts where available to the Advisor.
- 12.4 **Claims for costs and out-of-pocket expenses.** QIA's obligation to compensate the Advisor for any direct cost or out-of-pocket expense for which compensation is claimed is subject to the following conditions.
- 12.4.1 **Supporting documentation.** Nothing in the Engagement Letter shall oblige QIA to compensate the Advisor for any direct cost or out-of-pocket expense unless supported by an invoice or receipt, or other acceptable supporting documentation. Upon request, the Advisor shall provide an original or a copy (certified by the Project Partner or another duly authorised person as true and complete) of an invoice or receipt for any direct cost or out-of-pocket expense for which compensation is claimed.
- 12.4.2 **No uplift.** No uplift shall be applied to any direct cost or out-of-pocket expense for which compensation is claimed. The Advisor shall invoice QIA at the cost paid by the Advisor.
- 12.4.3 **Air travel.** All air travel shall be in business class, except for flights of less than three hours' duration or actually-travelled economy class which (unless previously approved in writing by a QIA Responsible Person) shall be in economy class.
- 12.4.4 **Costs and out-of-pocket expenses not compensated.** Nothing in the Engagement Letter shall oblige QIA to compensate the Advisor for any direct cost or out-of-pocket expense for or relating to (1) alcoholic beverages, in-room movies, mini-bar consumables, laundry, the use of spas or gyms or other such personal expenses, or for excessive costs of meals, or (2) (save during international travel relating to the Engagement) costs of taxis home after work, or staff meals during working hours or after work.



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- 12.5 **V.A.T./G.S.T.** Except as otherwise expressly provided in the Statement of Work, all charges and expenses expressed in the Engagement Letter are deemed to be inclusive of applicable V.A.T./G.S.T. or similar sales, duties and indirect taxes.
- 12.6 **Payment terms and late payments.** In return for the provision of the Services, QIA shall pay the Charges (without any right of set-off) within 60 days from receipt of the Advisor's invoice or at such other time as may be specified in the Statement of Work.
- 12.7 **Withholding tax.** In the event that QIA is required under Applicable Law to withhold any portion of the amounts reflected on the Advisor's invoices and remit such withheld amount to governmental authorities as withholding tax, the Advisor acknowledges and agrees QIA may do so. QIA shall not be obliged to reimburse the Advisor for any amounts of withholding tax made in this respect. In the event that QIA withholds any portion of the amounts stated on any invoice pursuant to this paragraph 12.7, then QIA shall provide documentation that such payment has been made by QIA. Such documentation must be forwarded to the Advisor within 30 days of such payment being made to the relevant tax authority.

### 13. Invoices

- 13.1 **Project invoicing.** Unless a different schedule of invoicing is agreed in the Statement of Work, the Advisor shall issue a single invoice upon completion of the Project.
- 13.2 **Invoicing requirements.** All invoices issued by the Advisor shall be in original and shall be accompanied by all requisite supporting documentation. On the first page of each invoice, the Advisor shall state clearly the following information:
- 13.2.1 the name of the Project;
- 13.2.2 the QIA reference number (if any) for the Project (to be specified in the Statement of Work);
- 13.2.3 the dates of service covered by the invoice;
- 13.2.4 the total amount of professional fees covered by the invoice;
- 13.2.5 the total amount of reimbursable costs and out-of-pocket expenses; and
- 13.2.6 if a prior invoice for the Project has been issued, the total cumulative amounts of professional fees, permitted costs and out-of-pocket expenses invoiced to date on the Project, inclusive of the current invoice.

### 14. Non-recourse/sole liability (no pass through of liability)

To avoid doubt, QIA is solely liable for its obligations set out in or arising under the Engagement Letter, and (except as may be expressly so provided in the Engagement Letter) no other person or entity, including any entity of the State of Qatar, shall have any liability in respect of the Engagement Letter.

### 15. Force majeure

Neither party shall be in breach of its contractual obligations, nor shall either of them incur any liability to the other, if QIA or the Advisor are unable to comply with the Engagement Letter as a result of any cause beyond its reasonable control and generally accepted as a force majeure event. In the event of any such occurrence affecting one of the parties, that party shall notify the other in writing as soon as reasonably practicable, and the party notified shall have the option of:

- 15.1 suspending the operation of the Engagement Letter; or



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15.2 determining the Engagement,

in each case, by giving notice in writing to the other party, either (1) with immediate effect, or (2) taking effect at such other time as both parties agree.

16. **Termination and consequences of termination**

Expiry of the Engagement or its earlier termination for any reason shall be without prejudice to the accrued rights of the parties and shall not affect the following obligations which shall survive any termination or expiry and remain in full force and effect: paragraphs pertaining to professional fees and expenses of the Advisor in Schedule 1 and this Schedule 2 in its entirety that are expressed or reasonably implied to survive expiry of the Engagement or its earlier termination for any reason.

17. **Data protection**

17.1 **QIA processing of Personal Data.** QIA shall comply with all Applicable Data Protection Law and all other applicable data protection law and regulations in relation to any Personal Data. In processing Personal Data in connection with the provision of the Services, the Advisor shall comply, and shall procure that each Advisor Affiliate and approved third party service provider who may be or might have been involved in providing the Services complies, with all Applicable Data Protection Law and all other legal and regulatory requirements in relation to the processing of Personal Data arising under privacy and/or data protection legislation or otherwise that are applicable to the Advisor.

17.2 **Advisor processing of Personal Data, as controller.** Where the Advisor acts as a controller, it may only process Personal Data for the purposes of (1) providing the Services, (2) administering, managing and developing its business and services, (3) security, quality and risk management activities, (4) providing QIA and any QIA Affiliate with information about the Advisor and its range of services, and (5) complying with Applicable Law or any requirement of a professional body of which the Advisor is a member.

17.3 **Permitted transfers of Personal Data.** The Advisor may transfer Personal Data to an Advisor Affiliate and/or an approved third party service provider for any of the purposes set out in paragraph 17.2. Some of these recipients may be located outside the State of Qatar. The Advisor shall carry out such transfers only where it has a lawful basis to do so, including to a recipient who is: (1) in a country which provides an adequate level of protection for personal data; or (2) under an agreement which covers the State of Qatar's requirements governing contracts for the transfer of personal data to processors outside the State of Qatar.

17.4 **Advisor processing of Personal Data, as processor.** Where the Advisor acts as processor in relation to Personal Data, the Advisor shall:

17.4.1 process that Personal Data only as expressly stated in the Statement of Work or on QIA's or a QIA Affiliate's lawful written instructions;

17.4.2 implement reasonable and appropriate technical and organisational security measures to protect Personal Data that is within its custody or control against unauthorised or unlawful processing and accidental destruction, loss, damage, modification, disclosure, access or use (including by imposing confidentiality obligations on relevant personnel);

17.4.3 transfer it only to sub-processors (as set out in the Advisor's privacy statement) under a written contract which imposes obligations consistent with those in this paragraph 17.4 and QIA or a QIA Affiliate authorises the Advisor to transfer Personal Data to them;

17.4.4 at QIA's request, provide QIA or a QIA Affiliate with reasonable assistance in carrying out any legally required data protection impact assessments, complying with the rights of data subjects



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and complying with QIA's or a QIA Affiliate's own data security obligations under Applicable Data Protection Law and all other legal and regulatory requirements in relation to the processing of Personal Data arising under privacy and/or data protection legislation or otherwise;

- 17.4.5 notify QIA without undue delay after becoming aware of a breach in respect of it;
- 17.4.6 at QIA's request, either return or destroy (or in the case of electronic copies make reasonably inaccessible) it when the Project ends (save for any Personal Data contained in the Advisor's working papers and the final version of any Deliverable) unless the Advisor has a legal or regulatory obligation to retain the Personal Data (in which case, the Advisor shall retain the Personal Data in accordance with such requirements and solely for the required period, as further detailed in the Advisor's retention policy); and
- 17.4.7 at QIA's request, provide QIA with reasonable information necessary to demonstrate the Advisor's compliance with this paragraph 17.4 (including any available third party security audit reports).
- 17.5 **Subject access requests.** The Advisor shall notify QIA promptly (1) upon receiving a request for Personal Data or other request from a data subject, or if the Advisor receives any claim, complaint or allegation relating to the processing of the Personal Data, and (2) upon becoming aware of any breach of security leading to the destruction, loss or unlawful disclosure of the Personal Data in the Advisor's possession or control.
- 17.6 **Assistance for processing of Personal Data.** At the other party's request, each party shall provide the other party with information relating to the first party's processing of Personal Data, as reasonably required by Applicable Data Protection Law and all other legal and regulatory requirements in relation to the processing of Personal Data arising under privacy and/or data protection legislation or otherwise that are applicable to the first party.

## 18. General

### 18.1 Entire agreement.

18.1.1 *Entire agreement.* Unless the Engagement Letter expressly states otherwise, the Engagement Letter (including Schedules 1 and 2) constitutes the entire understanding between the parties in relation to its subject matter, and supersedes all prior representations, communications, negotiations and agreements, arrangements and understandings between the parties relating to the subject matter of the Engagement Letter.

18.1.2 *Other representations and warranties.* Each party acknowledges that it has not relied on or been induced to enter into the Engagement Letter by any warranty or representation other than as expressly set out in the Engagement Letter. This paragraph 18.1.2 does not affect a party's liability in respect of a fraudulent misrepresentation.

### 18.2 Variation and waiver.

18.2.1 *Variation.* No variation of the Engagement Letter shall be valid and effective unless it is in writing and signed by each of the parties or by a duly authorised representative on behalf of each party.

18.2.2 *Waiver.* The failure by a party to exercise or the delay by a party in exercising any right, power or remedy provided by the Engagement Letter or by law does not constitute a waiver of such right, power or remedy or a waiver of any other rights, powers or remedies. Any waiver by one party of the obligations of another party under the Engagement Letter shall be in writing, signed by the party giving the waiver and shall not affect obligations of any party not specified in such



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waiver. No single or partial exercise of a right, power or remedy provided by the Engagement Letter shall prevent any further exercise of the right, power or remedy or the exercise of another right, power or remedy.

- 18.3 **Severability.** If any provision of the Engagement Letter is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part of the Engagement Letter and the remaining part of such provision and all other provisions the Engagement Letter of will continue in full force and effect and the parties shall negotiate in good faith to replace the invalid or unenforceable provision or part of the Engagement Letter with an alternative provision having substantially the same commercial and economic effect.
- 18.4 **Nature of rights.** The rights and remedies contained in the Engagement Letter are cumulative and not exclusive of any rights or remedies provided by law.
- 18.5 **Language.** If the Engagement Letter is translated into a language other than English, or if there are versions of any part of the Engagement Letter which are written in a language other than English, the English language text shall prevail.

19. **Transfer of rights and obligations**

Neither QIA nor the Advisor may assign its rights or obligations under the Engagement Letter except with the express prior written consent of the other party. Notwithstanding the immediately preceding sentence, QIA may assign its rights and obligations under the Engagement Letter to any direct or indirect wholly-owned subsidiary of QIA provided that the assignor remains liable to procure the assignee's fulfillment of its obligations under the Engagement Letter.

20. **Notices**

All notices and other communications required or permitted by the Engagement Letter shall be in writing in the English language and addressed to the relevant recipient in the manner provided below, and shall be deemed to have been duly and sufficiently given only if (1) delivered either personally by hand, or by an international courier service with tracking capabilities which provides delivery service in the jurisdiction to which the notice or communication is being sent and, in each case, (2) confirmed by email to the relevant recipient not less than 24 hours after such delivery. If delivery is completed as provided herein by 13:30 hours on any day when banks are generally open for business in the place of receipt (other than Fridays, Saturdays or public holidays) (a **Business Day**), it shall be deemed delivered on such Business Day, or on the following Business Day if completed later. All such notices or communications shall be addressed to the respective parties as follows:

- 20.1 if to QIA, to the address stated in the Statement of Work, with a copy (which shall not constitute notice) to:

Office of General Counsel  
Qatar Investment Authority  
Ooredoo Tower (Building 14), Al Dafna Street (Street 801)  
Al Dafna (Zone 61), P.O. Box 23224, Doha  
Qatar  
Attention: General Counsel  
email: [REDACTED]

- 20.2 if to the Advisor, to the address stated in the Statement of Work

or to such other address as a party may notify to the other party from time to time.



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21. **Third party rights**

No person who is not a party to this letter agreement shall have any right to enforce any of its terms, , except for:

- 21.1 (to the extent that it has any express rights under the Engagement Letter) any QIA Affiliate; and
- 21.2 any person to whom QIA assigns or transfers the benefit of the Engagement Letter in accordance with paragraph 19.

22. **Governing law and dispute resolution**

22.1 **Governing law.** The Engagement Letter and any non-contractual obligations arising out of or in connection with the Engagement or the Engagement Letter, and the relationship between the parties, are governed by, and shall be construed in accordance with, the substantive and procedural laws of the State of New York applicable to agreements made and to be performed within such State, without giving effect to any choice of law or conflict of law provision or rule (whether in the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

22.2 **Arbitration.** Any action or proceedings to recover damages in respect of or to settle any disagreement or dispute arising out of or in connection with the Engagement or the Engagement Letter (including the validity, interpretation, performance, or breach of the Engagement Letter) and any disagreement or dispute relating to any non-contractual obligations arising out of or in connection with the Engagement or the Engagement Letter shall be submitted to and finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (the **ICC Arbitration Rules**) before a panel of three arbitrators selected in accordance with the ICC Arbitration Rules or, in the event of any such disagreement or dispute involving less than five million United States dollars (USD5,000,000) only, a sole arbitrator selected in accordance with the ICC Arbitration Rules. The ICC Arbitration Rules are incorporated by reference into this paragraph 22.2. The legal seat and place of any such arbitration shall be New York City, NY, United States of America. Hearings and meetings will be held in New York City, NY, United States of America, unless the parties agree otherwise, and the proceedings will be confidential and shall be conducted in the English language. The arbitral tribunal shall have no authority to award exemplary or punitive damages of any type under any circumstances whether or not such damages may be available under Applicable Law, the parties hereby waiving their right, if any, to recover such damages. The arbitral tribunal shall have power to award on a provisional basis any relief that it would have power to grant on a final award. Without prejudice to the powers and duties of the arbitral tribunal provided by the ICC Arbitration Rules, statute or otherwise, the arbitral tribunal shall have power at any time, on a summary basis (including, if appropriate, without a hearing) to make an award in respect of any claim (including a counterclaim) or defence (including a defence to a counterclaim) which is not reasonably arguable, either at all or except as to the amount of any damages or other sum to be awarded. The parties agree that the arbitration and any facts, documents, awards or other information relating to the arbitration or the disagreement, dispute or claim to which it relates shall be treated as confidential information for the purposes of the Engagement Letter. This paragraph 22.2 shall be governed by the substantive and procedural laws of the State of New York applicable to agreements made and to be performed in such State.

22.3 **Provisional, interim, or conservatory measures.** Nothing in paragraph 22.2 shall prevent the parties from seeking provisional, interim or conservatory measures (including any injunctive or equitable interim relief) from any court of competent jurisdiction or before the arbitral tribunal provided for in paragraph 22.2 at any time. Any such request by a party to a court for provisional, interim or conservatory measures shall not be deemed incompatible with the agreement to arbitrate in paragraph 22.2 or a waiver of the right to arbitrate.



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23. **Counterparts**

The Engagement Letter may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

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