U.S. Department of Justice
Washington, DC 20530

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

OMB NO. 1105-0003

Privacy Act Statement. 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 Registration Unit in Washington, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, Registration Unit, Criminal 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant
CMGRP Inc. DBA Weber Shandwick
700 13th Street, N.W., #800
Washington, D.C. 20005

2. Registration No.
3911

3. Name of foreign principal
Bahrain Economic Development Board

4. Principal address of foreign principal
P.O. Box 11299
Manama, Bahrain

5. Indicate whether your foreign principal is one of the following:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

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6. If the foreign principal is a foreign government, state:
   a) Branch or agency represented by the registrant. Bahrain Economic Development Board
   b) Name and title of official with whom registrant deals. Stephanie Wong, Director

7. If the foreign principal is a foreign political party, state:
   a) Principal address. N/A
   b) Name and title of official with whom registrant deals.
   c) Principal aim

Formerly OBD-67

Form CRM-157
JUNE 1998

8. If the foreign principal is not a foreign government or a foreign political party, N/A

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

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

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. 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.

N/A

Date of Exhibit A	Name and Title	Signature
7/7/08	Pam Jenkins President	Pam Jenkins

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

OMB NO. 1105-0007

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. 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 Registration Unit in Washington, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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, Registration Unit, Criminal 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	2. Registration No.
CMGRP Inc. DBA Weber Shandwick	3911

3. Name of Foreign Principal

Bahrain Economic Development Board

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Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any , to be received.

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

Provide counsel and support to communications and marketing activities, develop communications materials, promote Bahrain as a strategic U.S. trade and investment partner before U.S. companies, industry associations and think tanks, and advise on media relations.

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

Same as #7

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

Advise on marketing and communications activities in the United States to promote Bahrain as a strategic business, trade and investment partner, through events, embassy support, media relations, materials distribution and third-party outreach. Various Federal agencies or Congress could take action on matters related to the principal's interests. Consequently, our activities could include explaining these positions.

Date of Exhibit B	Name and Title	Signature
7/7/08	Pam Jenkins President	Pam Jenkins

Footnote: 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 interests, policies, or relations of a government of a foreign country or a foreign political party.

SERVICES AGREEMENT

THIS AGREEMENT is made the 17th day of September 2007 between BAHRAIN ECONOMIC DEVELOPMENT BOARD, a Bahraini Governmental body established pursuant to Decree No. (9) of 2000 as amended of P. O. Box 11299., Manama, Bahrain (hereinafter called "the Client") of the one part AND CMGRP UK Ltd. Fox Court, 14 Gray's Inn Road, London, WC1X 8WS United Kingdom, acting through its Weber Shandwick UK division (hereinafter called "the Agency") of the other part.

WHEREAS the Client intends to proceed with the project described in the First Schedule hereto (hereinafter called "the Project") and has requested the Agency to undertake and perform the services described in the Second and Third Schedule hereto, as such Services may be modified by the mutual written agreement of the Agency and the Client (hereinafter called "the Services") which the Agency has agreed to do upon and subject to the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows :

1. CONTRACT DOCUMENTS AND SCHEDULES

1. The following documents (hereinafter together called "the Contract Documents") shall form part of and shall be read and construed in conjunction with this Agreement:

   a) This Agreement;
   b) The Schedules enumerated under Clause 1(2);
   c) The RFP dated 25 January 2007; and
   e) The Agency's proposal dated 26 February 2007.

2. Schedules referred to under Sub-Clause 1(2) (hereinafter called "the Schedules") are:

   a. First Schedule - the Project
   b. Second Schedule - the Services
   c. Third Schedule - the Agency's Programme
   d. Fourth Schedule - the Agency' Remuneration

3. In the event of any discrepancy, inconsistency or divergence arising between the Contract Documents, the order of precedence shall be as follows:

   a. This Agreement;
   b. The Schedules;
   c. The RFP dated 25 January 2007; and
   d. The Agency's proposal dated 26 February 2007.

3. RESPONSIBILITIES OF THE AGENCY

1. The Agency shall perform the Services in such a way that they:

   a) Accord with recognised professional current practice and standards and take into account the particular conditions prevailing in Bahrain.
   b) Comply with Bahrain statutory requirements and other appropriate international standards.
   c) Abide by the reasonable instructions of the Client and other matters to be observed throughout the performance of the contract.

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2. Subject to Client's obligations in Clause 5 below, the Agency shall be responsible for the correctness, completeness and soundness of all documents/advice/studies/reports prepared or rendered by them in connection with the Services. All such documents/studies/reports shall be the property of the Client, and shall not be shown given or related by the Agency to any third party without the prior written approval of the Client.

3. The Agency shall report to the Client without delay any arising need for information, investigation or analysis in connection with the performance of the project which are not within the scope of the contract.

4. The Agency, is obliged to co-operate in all reasonable respects with all other Agencies/Consultants/Experts engaged by the Client who are relevant to the proper performance of the project.

5. The Agency is obliged to follow the Client's reasonable instructions in relation to the Services to be provided but shall inform the Client immediately in writing if it feels that any such instruction is unlawful or contradictory to the efficient execution and completion of the Services.

6. Copyright in all documents prepared by the Agency in connection with the Project, and for which full payment is either paid or payable by the Client, will pass to the Client.

   Notwithstanding anything to the contrary herein, the Client understands and agrees that its rights in any third party materials or any services including, without limitation, stock photos, licensed materials or talent and talent residuals, are subject to any terms and conditions set forth in any applicable agreement.

   The Client agrees that the Agency retains all of its rights, title and interest in and to (including, without limitation, the unlimited right to use) (i) all materials owned by or licensed to the Agency prior to, or independent from, the performance of Services under this Agreement, and all modifications thereof, and (ii) all generic or proprietary information, and all ideas, methodologies, software, applications, processes or procedures used, created or developed by the Agency in the general conduct of its business.

7. The Agency shall supply to the Client Contact Reports providing a written record of all matters of substance discussed between the parties at meetings, within (3) Working Days following the relevant meeting. If the subject matter of a Contact Report is not questioned by the Client within (3) Working Days of its receipt, it will be taken to be a correct record of the meeting to which it refers.

8. The Client may request the Agency to change, reject, cancel or stop any and all plans, schedules or work in progress, and the Agency shall take all reasonable steps to comply with any such request. In the event of any cancellation or amendment is requested by the Client, provided that such cancellation or amendment was not necessary due to Agency's negligence or willful misconduct, the Client shall reimburse the Agency for all Services provided prior to such cancellation or amendment and for any expenses incurred (or non-cancellable), provided such expenses have been incurred in accordance with the terms of this Agreement, including advance approval of the Client if required.

competitors whether such information is provided to the Agency by the Client or by a third party authorized by the Client; (b) any directions whether such directions are provided to the Agency by the Client or by a third party authorized by the Client; (c) obtaining all rights, licenses and permissions to use materials furnished to the Agency by the Client or by a third party on the Client's behalf; and (d) its compliance, together with other parties appointed or delegated by the Client, with all laws and regulations applicable to the Client.

2. The Client hereby represents and warrants to the Agency that:

a) It has the right, power and authority to enter into this Agreement; and
b) The execution, delivery and performance of this Agreement by it has been duly authorised by all necessary actions of the Client, and this Agreement constitutes the valid, binding and enforceable obligations of the Client.

6. APPOINTMENT AND REPLACEMENT OF STAFF

1. The Services shall be performed by the appropriately skilled experienced and qualified members of the Agency's staff. It is understood and agreed by the Client that the staff identified on Schedules 3 and 4 may be unavailable for legitimate business reasons, including, without limitation, annual leave/vacation or personal reasons, or such staff ceasing to be employed by the Agency; provided, however, that the Agency shall use reasonable efforts to maintain consistent staffing and a consistent level of service on the Client's account.

2. Upon the Client's request, the Agency shall submit to the Client a complete resume of the training, qualifications and experience of each professional member of the Agency's staff.

3. Should the Client for any reason whatsoever be of the opinion that any member of the staff appointed by the Agency is unsatisfactory, the Agency will upon receipt of written instructions from the Client immediately remove such person from the Client's account and make arrangements for a suitable replacement within fourteen (14) days without in any way interrupting the performance of the project during this time.

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4. CARE AND DILIGENCE

1. The Agency shall exercise all reasonable skill, care and diligence in the performance of the project.

2. The Agency shall not accept any trade commission, discount, allowance, indirect payment or other consideration from any third parties in connection with the Services.

5. INFORMATION SUPPLIED BY CLIENT; CLIENT'S RESPONSIBILITIES AND REPRESENTATIONS

1. The Client shall supply free of charge all pertinent data and information, within the possession of the Client or any other governmental body, which are relevant to the Services and shall provide to the Agency all such assistance as may reasonably be required for the performance by the Agency of the Services. The Client shall be responsible for: (a) the accuracy, completeness and propriety of information concerning the Client and the Client's

7. ASSIGNMENT AND SUB-CONTRACTING

1. The Agency shall not have the right to assign or transfer the benefit or duties and obligations of this Agreement or any part thereof.

2. Notwithstanding Clause 7.1 herein, the Agency may, subject to the prior written approval of the Client, sub-contract to a specialist sub-Agency any part of the Services which is customarily or of necessity and because of its nature required to be performed by such a specialist subcontractor. The provisions of Clause 6 herein shall apply to the staff of any approved specialist subcontractor but the Client's approval either of any specialist subcontractor or any member of the staff of such specialist sub-contractor shall in no way relieve the Agency of any of their duties and obligations under this Agreement. The terms of this Clause 7.2 shall only apply to the subcontractors hired to provide creative and account management services and shall not apply to subcontractors hired by the Agency to provide production services or other services in support of the Services, including without limitation, copy centers, news clipping services satellite media tour operators, messenger delivery companies and tape duplicating centers. The Client hereby acknowledges that Promoseven shall assist the Agency in providing the Services, and Client hereby consents to the provision of Services by Promoseven.

8. THE AGENCY'S PROGRAMME

1. The Services shall be performed in accordance with a Programme set out in the Third Schedule hereto (hereinafter called "the Agency's Programme").

9. THE AGENCY'S REMUNERATION

1. The Agency's fee shall be as follows:

a) In consideration of the due and diligent performance by the Agency of the Services, the Client shall pay the Agency the total amount of Eight Hundred Ninety-Three Thousand Thirty Six 40/100 Bahraini Dinar (BHD893,036.40) (the "Program Fee"). The Program Fee shall be paid by the Client to the Agency in equal monthly payments of Seventy-Four Thousand Four Hundred Nineteen 70/100 Bahraini Dinar (BHD 74,419.70) (the "Monthly Fee").

b) As the parties agree that the Monthly Fee is a payment for Services rendered, the Agency shall, within five (5) Working Days of the end of each monthly billing period, provide the Client with a progress and outcome report describing in reasonable detail the Services provided during such monthly billing period. The Client shall review the report within five (5) Bahraini working days after Client's receipt of the report from the Agency. Within such five (5) Bahraini working days period, the Client shall (i) notify the Agency of any Services required to be performed during the monthly billing period that have not been performed; (ii) describe in reasonable detail any Services performed by the Agency that fail to meet generally accepted industry standards; and (iii) agree to pay the portion of the Monthly Fee corresponding to the accepted Services while the parties work together to resolve the dispute. If the Client withholds payment and if the Agency subsequently performs Services which were not performed, re-performs Services which were performed below generally accepted industry standards, or performs replacement Services in place of any non-performed or rejected Services, such

replacement Services subject to the parties mutual agreement (such performed, re-performed or replacement services being referred to as, "Replacement Services"), then so long as such Replacement Services have been performed to generally accepted industry standards, the Client will pay to the Agency the previously withheld amount, and such Replacement Services shall not be considered corrected or re-executed Services within the scope of Clause 10.2. For the avoidance of doubt, in the case of a deliverable (e.g., a journalist visit) that is planned over one or more months and occurs in a subsequent month, Agency shall be compensated for the planning work performed in accordance with generally accepted industry standards in the month or months such planning work was performed. Notwithstanding anything to the contrary herein, the Client may not withhold the Monthly Fee if the cause of Agency's failure to perform such Services, or to perform such Services in a manner inconsistent with generally accepted industry standards, is due to a Force Majeure Event (as defined herein) or due to any act or omission of the Client.

c) All invoices shall be paid by bank transfer. Fees for out of scope activities shall be agreed by the parties in advance. All fees and expenses shall be invoiced monthly in arrears. The Agency reserves the right to pre-bill any expenses in excess of Three Thousand Five Hundred Bahraini Dinar (BHD3,500). For the avoidance of doubt, it is the intent of the parties that the Agency will perform all of the Services within the first twelve months of the term of this Agreement and in exchange, the Client will pay the Agency the full Program Fee.

2. Necessary expenses will be charged separately to the EDB by the Agency, without mark-up. Expenses include, without limitation, entertaining journalists and opinion formers, air travel, accommodation and global press clipping. Air travel by agency personnel shall be business class, and hotel accommodation shall be 4 star or 5 star, as appropriate and as agreed. There may also be costs such as printing, stationery, local travel or mail/logistics. These shall be fully detailed and accounted for by the agency and also passed onto the Client with zero mark-up.

3. The Agency reserves the right to charge the Client a penalty on a default of payment of one and one-half percent (1.5%) per month; provided, however, that the Agency agrees not to assess a late penalty until an account is more than thirty (30) days past due. However, in no event will the rate charged to the Client be higher than the maximum rate allowable under applicable law. In case of delinquency of the Client's payments or any impairment of the Client's credit as the Agency reasonably deems might endanger future payments, the Agency reserves the right to change the requirements as to terms of payment under this Agreement. Should the Client be in default with respect to payment under this Agreement, the Agency reserves the right to suspend some or all Services hereunder until arrangements satisfactory to the Agency are made. The Client agrees to reimburse Agency for any costs incurred (including reasonable attorneys' fees and court costs) in connection with the Agency's attempts to collect any sums that are over thirty (30) days past due. In the event of a disputed charge for any out of scope service previously agreed by the parties or any expense, the Client shall notify the Agency in writing of the disputed amount within thirty (30) days of the invoice date, specifically identify the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation.

3. Agency shall bear and pay all federal, state, and local taxes based upon or measured by its net income. Client shall reimburse Supplier, or pay directly to the appropriate tax authority, or timely issue a valid tax exemption certificate, for sales or use taxes legally imposed upon

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the transactions arising out of this Agreement, including without limitation any VAT or consumption tax.

10. ADDITIONAL SERVICES

1. The Client may at any time request the performance by the Agency of additional services which additional services the Agency shall duly perform in consideration of appropriate additional remuneration to be mutually agreed in writing in advance between the parties hereto. In the event the Client and the Agency agree on such additional services and remuneration, they shall complete and sign an Additional Services Form, in substantially the form of Exhibit A and such additional services shall be subject to the terms and conditions of this Agreement.

2. The above additional services shall not include the correction or re-execution of all or any part of any stage of the Services already paid for by the Client in the event that such correction or re-execution is required by the Client as a result of (i) the default or negligence of the Agency or any member of the Agency's staff or (ii) a reasonable determination by the Client that the Services rendered do not conform to the specifications agreed upon by the Parties or fall below the generally accepted industry standards. For the avoidance of doubt, if pursuant to Clause 9.1 the Client has withheld payment for Services, then upon the Agency's performance or reperformance of the Replacement Services as the case may be, and the Client's acceptance of such Replacement Services, the Agency shall be entitled to the withheld payment as otherwise provided in Clause 9.1.

3. In the event that after the completion of any stage of the Services the Client shall require variation of any aspect of the Services then such variation shall constitute additional services and shall attract an additional remuneration as shall be mutually agreed in writing in advance between the parties hereto.

11. POSTPONEMENT OR ABANDONMENT OF THE SERVICES

In the event that the whole or any part of the Services shall be postponed or abandoned by the Client, then, subject to the obligation of the Agency to reduce expenditure to a minimum, the payment to be made to the Agency shall be calculated on the basis of the remuneration specified in Clause 9 hereof according to what proportion of the Services has been wholly or partially performed by the Agency up to the effective date of postponement or abandonment and if the Services are finally abandoned then such payment, together with payment for any additional services provided and for all expenses incurred (or non-cancellable), provided such expenses have been incurred in accordance with the terms of this Agreement, including advance approval of the Client if required, shall be accepted by the Agency in full and final settlement of their entitlement to remuneration. If within 90 Days of its postponement the Client shall wish to resume the execution of the postponed whole or part of the Services then any payments made to the Agency pursuant to this Clause shall rank as payments on account and the Agency shall be obliged to resume the performance of the project in accordance with the terms and conditions of this Agreement. In the event that the Services or any part thereof shall be postponed for a period longer than 90 Days then the Services or such part thereof shall be considered to have been abandoned.

12. TERMINATION OF ENGAGEMENT

1. This Agreement may be terminated by the Client at any time by giving twenty-eight (28) days notice in writing to the Agency and in this event the Agency shall be paid for the

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Services performed prior to the time of termination on the basis of the remuneration specified in Clause 9 herein according to what proportion of the Services has been wholly or partially performed by the Agency at such time and such payment, together with payment for any additional services provided and for all expenses incurred (or non-cancellable), provided such expenses have been incurred in accordance with the terms of this Agreement, including advance approval of the Client if required, shall be accepted by the Agency in full and final settlement of their entitlement to their remuneration. Upon receipt of such notice of termination the Agency shall take immediate steps to bring the Services to a close and to reduce expenditure to a minimum.

2. This Agreement may be terminated by Agency as follows: (i) if the Client is in substantial default of its obligations hereunder, the Agency may terminate this Agreement on twenty-eight (28) days' written notice to the Client, which written notice shall describe the Client's default; provided that should the Client remedy such default within such 28-day period then the Agreement shall automatically remain in full force and effect; or (ii) if the Client has unreasonably withheld payments to the Agency pursuant to Clause 9.1 on the basis that the Agency has performed services below generally accepted industry standards, and the total amount that is unreasonably withheld at any time is greater than the Monthly Fee; the Agency may terminate this Agreement by providing twenty-eight (28) days written notice to the Client; provided that should the parties reach a mutually satisfactory resolution in writing within such 28-day period, then the Agreement shall remain in full force and effect. In the event this Agreement is terminated by Agency pursuant to this Clause 12.2, then the Agency shall be paid for the Services performed prior to the time of termination on the basis of the remuneration specified in Clause 9 herein according to what proportion of the Services has been wholly or partially performed by the Agency at such time and such payment, together with payment for any additional services provided and expenses incurred (or non-cancellable), provided such expenses have been incurred in accordance with the terms of this Agreement, including advance approval of the Client if required, shall be accepted by the Agency in full and final settlement of their entitlement to their remuneration.

3. If this Agreement is terminated by either of the parties hereto in accordance with Clause 12.1 or 12.2 herein then the Client shall have the right to receive and use the originals of all documents prepared by the Agency prior to the date of such termination.

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13. TRAINEES

The Client reserves the right during any stage of the Services to appoint a maximum of two (2) suitably qualified trainees at any one time to be trained by the Agency on mutual agreement with the Agency. Each trainee may be trained by the Agency for a maximum of 3 months

14. CONFIDENTIALITY

The Agency shall not except in the proper performance of the project either during or after the expiry of this Agreement disclose or suffer any employee of the Agency to disclose to any person whatsoever any information of which the Agency or any such employee has or shall hereafter become possessed by virtue of this Agreement. The Agency shall keep with inviolable secrecy any documents supplied by the Client pursuant to this Agreement and shall not use the same except in the proper performance of the project. The restrictions of this Clause 14 shall not apply to information that (a) is or falls into the public domain; (b) is disclosed to Agency by a third party which is not under an obligation of confidentiality to the Client; (c) was already known to the

Agency; (d) is independently developed by the Agency without reference to the Client's information; and/or (e) is required to be disclosed pursuant to law. Unless required to do so pursuant to the law, the Client and the Agency shall not disclose the contents of this Agreement, including the fees paid hereunder to any third party without the other party's written consent.

15. INDEMNIFICATION; LIMITATION OF LIABILITY

1. Client shall defend, indemnify and hold Agency harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) (collectively "Loss") resulting from claims made against Agency by any third party, including any governmental entity, other than the Bahrain Economic Development Board, which arise out of or in connection with (i) Client's obligations under Clause 5 above; (ii) information or materials supplied to Agency by Client or a third party authorized by Client; and (iii) Client's use of any third party materials in violation of the terms and conditions set forth in the agreements governing the use of such third party materials. Client's indemnity obligations shall include, without limitation, payment to Agency for any and all personnel time, at Agency's then current hourly rates, and reasonable and necessary travel expenses incurred by Agency in connection with any such claim, suit, proceeding or subpoena.

2. Agency shall indemnify, defend and hold Client harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) (collectively "Loss") resulting from claims made against the Client by any third party, which arise out of or in connection with (i) material prepared by Agency on Client's behalf to the extent such material infringes any third party's copyright, trade secret or right of privacy, or constitutes libel, slander, piracy or plagiarism; or (ii) Agency's failure to follow Client's express written instructions. The Agency's indemnity obligations shall include, without limitation, payment to the Client for any and all personnel time and all reasonable and necessary travel expenses incurred by Client in connection with any such claim, suit, proceeding or subpoena. Notwithstanding the foregoing, Agency shall not be liable to Client if any Loss arises out of or in connection with the materials, data or information supplied by Client to Agency, or as a result of Client's use of any materials, data or information in violation of the terms known to the Client of any third party agreements relating thereto; in which case Agency's indemnity of Client shall not apply, and Client will indemnify, defend and hold Agency harmless for all Loss arising out of or in connection with any such materials, data or information.

3. Upon the assertion of any claim or the commencement of any suit or proceeding against either party (such party, the "Indemnitee") that may give rise to liability of the other party (such party, the "Indemnitor") hereunder, the Indemnitee shall notify the Indemnitor of the existence of such claim and shall give the Indemnitor reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection. The Indemnitee shall at all times have the right fully to participate in such defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business. The Indemnitee shall make available to the Indemnitor all books and records relating to the claim, and the parties agree to render to each other such assistance as may reasonably be requested in order to insure a proper and adequate defense.

4. Except for the indemnity obligations hereunder, in no event whatsoever shall either party be liable to the other hereunder for any incidental, indirect, special, consequential or

punitive damages or lost profits under any contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement, even if said party has been advised of the possibility of or could have foreseen such damages.

5 This Clause 15 shall survive the expiration or termination of this Agreement.

16. JURISDICTION

All disputes and differences which may arise between the Client and the Agency relating to the provisions of this Agreement or any part thereof, or the operation or construction thereof, or the rights or liabilities of the parties hereunder, shall so far as possible be resolved between the parties amicably. However failing such amicable settlement the parties hereby submit to the laws of Bahrain for the time being in force, and to the exclusive jurisdiction of the Bahrain courts.

17. USE OF MATERIALS BY THIRD PARTIES

1. After material has been issued by the Agency to the news media or to another third party, its use is no longer under the Agency's control and the Agency cannot assure the use of news material by any news organization. Similarly, the Agency cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by the Agency.

2. This sub- Clause does not absolve the Agency from any liability resulting from its failure to attach any terms and conditions, for the use of the material upon its issuance to the news media or other third parties, that are reasonably necessary or reasonably required by the Client.

3. The Agency will provide the Services to the best of its ability, however, it is understood and agreed that the Agency does not stipulate or guarantee specific or overall results or returns from Services.

18. PAYMENT

Payment of the Monthly Fee (subject to Clause 9) and other fees and expenses will be made monthly in arrears by bank transfer within 30 days of the Client's receipt of an invoice.

19. LAW OF AGREEMENT

This Agreement is made in Bahrain and is subject to the Laws of Bahrain. All dates and periods of time shall be construed in accordance with the Gregorian Calendar. The term "Working Days" shall mean the customary working days in the country in which an individual or entity is based; which for employees and entities based in Europe and North America shall mean Monday through Friday, excluding national holidays in the country in which the employee or entity is based, and for employees and entities based in Bahrain shall mean Sunday through Thursday, excluding national holidays in Bahrain.

20. NOTICES

1. Any notice to be given under the terms of this Agreement shall be properly served by sending the same by registered mail or electronic mail to the following respective addresses and email addresses of the parties hereto :

The Client : The Bahrain Economic Development Board
P O Box 11299
Manama, Bahrain.

Attention : Stephanie Wong
Email : stephanie.wong.wg98@wharton.upenn.edu

The Agency :

Fortune promoseven W.L.L.
609, City Centre, Government Avenue,
P O Box 5989
Manama, Bahrain.

Attention: Michael Prescott
Email : mprescott@webershandwick.com

2. The parties hereto shall promptly notify one another of any change of address or Email.

21. FORCE MAJEURE

Neither party shall be liable for any delay or failure to carry out or make continuously available its obligations under this Agreement if such delay or failure is due to any cause beyond such party's control, including without limitation restrictions of law or regulations, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns. Each such event is referred to herein as a "Force Majeure Event".

22. ENTIRE AGREEMENT AND SUBSEQUENT VARIATIONS

1. This Agreement, which includes the Schedules hereto and all other Contract Documents constitute, the entire Agreement between the two parties hereto and supersedes all prior agreements, correspondence, negotiations and discussions between the parties hereto relative to the subject matter hereof.

2. This Agreement may be varied only by a subsequent instrument in writing duly executed by the parties hereto.

23. CLAUSE HEADINGS

The clause headings set out in this Agreement are provided for the purpose of reference only.

24. DURATION OF AGREEMENT

The Agreement shall remain in force for a period one (1) year from the date hereof unless earlier terminated in accordance with the terms hereof, and is renewable on an annual basis, upon sixty (60) days notice, at EDB's sole discretion for a period of up to five (5) calendar years.

IN WITNESS WHEREOF this Agreement has been signed by the parties hereto on the day and year first above written.

SIGNED on behalf of
THE BAHRAIN ECONOMIC DEVELOPMENT BOARD

.....

In the presence of Carole Bonnett .....
Witness - Name :
Address : BAHRAIN EDB
Occupation : MANAGER COO OFFICE

SIGNED on behalf of
CMGRP UK LTD., acting through its
WEBER SHANDWICK UK division
(The Agency)

.....

In the presence of .....
Witness - Name :
Address :
Occupation :

2009 JUL 21 AM 9:59
CRM/IS/REGISTRATION UNIT