

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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

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, Counterespionage 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.

*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 Brunswick Group LLP One Market Street, 35th Floor San Francisco, CA 94105	2. Registration No. not assigned yet 5947
--	--

3. Name of foreign principal Abu Dhabi Investment Authority	4. Principal address of foreign principal 211 Corniche, PO Box 3600 Abu Dhabi, United Arab Emirates
--	---

CRM/ISS/REGISTRATION UNIT
2009 JUL 31 PM 1:44

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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify): <u>Sovereign investment authority of Abu Dhabi</u>

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
Abu Dhabi Investment Authority

b) Name and title of official with whom registrant deals
Mr. Salem Rashed Saeed Al Mohannadi, Executive Director, Finance & Administration

7. If the foreign principal is a foreign political party, state:

a) Principal address
not applicable

b) Name and title of official with whom registrant deals

c) Principal aim

8. 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.

ADIA is sovereign investment fund of the government of Abu Dhabi. For purposes of clarity, registrant is completing this section even though it believes ADIA is considered a foreign government entity for purposes of the statute.

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 checked="" type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input 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 checked="" type="checkbox"/>	No <input type="checkbox"/>

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

As the sovereign investment authority for Abu Dhabi, ADIA is managed and supervised by a Board of Directors comprised of a Chairman, Managing Director and other board members, all of whom are senior government officials appointed by Ruler's Decree.

2009 JUL 31 PM 1:44
CRM/ISS/REGISTRATION UNIT

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.

not applicable

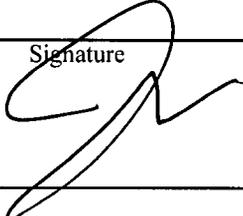
Date of Exhibit A July 24, 2009	Name and Title James R. Wilkinson Managing Partner, International Business & Financial Strategy	Signature 
------------------------------------	--	---

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. 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. 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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

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, Counterespionage 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 Brunswick Group LLP	2. Registration No. not assigned yet
--	---

3. Name of Foreign Principal Abu Dhabi Investment Authority
--

2007 JUL 31 PM 1:47
CRIMINALS REGISTRATION UNIT

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.

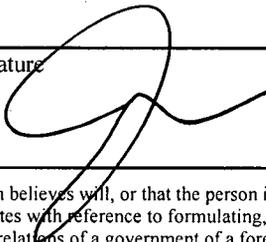
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Registrant will advise ADIA on communications strategies, public profile, and media relations. Registrant may communicate with opinion makers and media outlets concerning interests and activities of ADIA.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal. Specific activities not yet determined. Registrant expects to monitor media coverage and treatment of principal and issues of importance to principal; to advise principal on responding to media or related inquiries; to advise principal on developments affecting principal's public profile and perception.

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.

2009 JUL 31 PM 1:44
CRM/ISS/REGISTRATION UNIT

Date of Exhibit B July 24, 2009	Name and Title James R. Wilkinson Managing Partner, International Business & Financial Strateav	Signature 
------------------------------------	--	---

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

2009 JUL 31 PM 1:45
CRM/ISS/REGISTRATION UNIT

Mr. Salem Rashed Saeed Al Mohannadi
Executive Director, Finance & Administration
ABU DHABI INVESTMENT AUTHORITY
211 Corniche, P.O. Box 3600,
ABU DHABI, U.A.E.

22 April 2009

Re: Letter of Engagement

Dear Mr. Salem Rashed Saeed Al Mohannadi,

Thank you for giving us the opportunity to work with the Abu Dhabi Investment Authority (ADIA). This letter formalizes our brief and clarifies how Brunswick will work with you to provide communications support in the U.S. until the end of 2009, followed by a review.

Situation & Services

Brunswick will provide ADIA with communications support in the United States around the company's reputation and help ensure that the executive team is properly positioned. Under this Letter of Engagement, our services would include the following:

1. Provide support to ADIA's in-house communications team in developing a comprehensive communications plan.
2. Review and make recommendations on communication tools (e.g. press releases, presentations, website, media distribution lists).
3. Ensure response mechanisms are in place to support the ADIA team and to meet media requests on a timely basis.
4. Identify target publications and influential journalists and maintain regular contact with them to gather intelligence on current issues, upcoming features and reinforce ADIA's core messages.
5. Monitor key publications and provide feedback on potential issues and opportunities.
6. Monitor industry peer group to identify new communications initiatives and best practice
7. Undertake logistical support by offering media training, preparing briefing notes and organizing media calls and relationship meetings with nominated ADIA representatives.
8. Identify and correct errors in articles / databases (E.G. SWF Institute, Business Week profile on website etc.)

Beijing	Hong Kong	Paris
Berlin	Johannesburg	San Francisco
Brussels	London	Stockholm
Dubai	Milan	Vienna
Frankfurt	New York	Washington

Brunswick Group LLC
140 East 45th Street
30th Floor
New York, NY 10017
Tel 212 333 3810
Fax 212 333 3811
www.brunswickgroup.com

Commencement/Term

This Letter of Engagement with ADIA will commence on May 15, 2009. Either party may terminate this Letter of Engagement at any time upon thirty (30) days prior written notice, you shall be obligated to pay only the retainer fee through the date of termination and any accrued and unpaid disbursements or costs.

Personnel

I propose that the team would be led by Jim Wilkinson. Other team members would include Steve Lipin, Partner, Susan Stillings, Partner; Sarah Lubman, Director, Dominic McMullan, Associate and Anisha Patel, Associate.

Fees

As discussed, we will charge a retainer of US\$30,000 per month. This figure includes a US\$10,000 per month retainer for any work coordinated from Brunswick's international offices to be agreed in writing by both parties in advance.

In addition to the monthly retainer, we will invoice you monthly for normal disbursements for costs relative to production of documents, travel, conference calls/webcasts, and other costs associated with our work, and will provide any requested documentation evidencing such disbursements or costs. We will submit any travel plans to you for prior approval and will await your authorization before said travel commences.

Confidentiality

We shall keep strictly confidential any information we know or receive concerning ADIA as per the Confidentiality Agreement dated May 15, 2009. We shall not use any information we know or received about you for any business purpose other than what it is provided for in this Letter of Engagement. This confidentiality requirement shall bind Brunswick Group LLC, our employees, agents, advisers, subcontractors and shall continue in full force even after the termination or discharge of this Letter of Engagement. No announcement or publicity concerning this Letter of Engagement or any matter ancillary thereto (including, without limitation verbal discussions with prospective customers and/or use of your name in tenders, bids, proposals and marketing literature) shall be made by us without your prior written consent which shall not be unreasonably withheld or delayed.

Information is not confidential if:

1. it is or subsequently becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of this Letter of Engagement;
2. either party can establish to the reasonable satisfaction of the other party that it found out the information from a source not connected with the other party and that the source is not under any obligation of confidence in respect of the information;
3. either party can establish to the reasonable satisfaction of the other party that the information was known to the first party before the date of this Letter of Engagement and that it was not under any obligation of confidence in respect of the information;
or
4. the parties agree in writing that it is not confidential.

Forced Disclosure:

Either party may disclose Confidential Information to the minimum extent required by:

- 1- any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body; or
- 2- the rules of any stock exchange or listing authority on which the shares of any company in its Group are listed; or
- 3- the laws or regulations of any country with jurisdiction over the affairs of any company within its Group.

In any event, where disclosure of Confidential Information is required of Brunswick by any of the above, Brunswick shall whenever legally permissible, simultaneously and/or as soon as reasonably practicable give ADIA notice of such requirement and consult with ADIA as to the form, nature and purpose of such disclosure, and in any event to give ADIA copies of any disclosure simultaneously upon releasing the same (or as soon thereafter as is legally permissible).

Indemnity

Subject to clause 6 of our Conditions, we shall, to the extent provided for herein, indemnify, defend and hold ADIA harmless from and against all liabilities, damages, injuries, claims, causes of action, demand, interest and expenses, including reasonable attorneys' fees and expenses, court costs and other out-of-pocket expenses for losses, costs, claims or expenses suffered by ADIA (including its employees, agents and assignees) ("Costs") as a result of negligence, misconduct or any breach of the terms of this Letter of Engagement committed or omitted by us, our employees, (where such liabilities, damages etc are directly

attributable to or consequent upon our failure to comply with any of its obligations hereunder) by persons assigned by us to work for ADIA, its agents or its representatives in the performance of the terms of this Engagement letter provided that we shall not be required to indemnify you to the extent that (i) any such loss, damage or claim is not attributable in whole or part to your negligence, willful misconduct, bad faith or your employees or agents and (ii) such liability is finally established by a court of competent jurisdiction or arbitral award and that such judgment is sustained after all appeals have been exhausted. Our total aggregate liability to you shall not exceed the sum equal to the annual fee set out in this Letter of Engagement.

You shall have given us the opportunity to remedy any default where you reasonably considers this to be appropriate.

Where any third party is claiming against you and we may be liable under this new indemnity Clause you shall: (i) promptly notify us of such third party claim; (ii) make no admission of such third party claim without our prior consent; (iii) allow us or our insurer to conduct and/or settle such claim and give us all reasonable assistance in relation thereto.

General

This Letter of Engagement includes the enclosed Terms of Business, which will apply in relation to the work we do for you. In the event of any conflict between the terms of this Letter of Engagement and the Terms of Business, this Letter of Engagement shall prevail.

In particular, I would highlight that paragraph six of those terms states that our liability is limited to the amount of our professional fees.

The Confidentiality Agreement, this Letter of Engagement and the attached Terms of Business as amended constitute the entire agreement between us relating to the services.

You should also note that Brunswick Group LLC is a limited liability company. The LLC was formed on 3rd June 2004 as a limited liability company under the Delaware Limited Liability Company Act. It is a legal entity separate from its members. Members of Brunswick Group LLC and any partners of any such member are not carrying on business as a general partnership with unlimited joint and several liability. Use of the term 'member' or 'partner' for these individuals in any context shall be construed accordingly. Please confirm your acceptance of this proposal by signing and returning this letter.

Conclusion

Please let me know if you have any questions and once finalized, please confirm your acceptance of this letter of engagement by signing and returning it to me via email (jwilkinson@brunswickgroup.com) or via fax at +1 415 293 8462.

We look forward to building a strong relationship with ADIA and supporting you and your executive team on your communications needs.

Yours sincerely,



Jim Wilkinson
Managing Partner

We agree to the terms of this letter:

Abu Dhabi Investment Authority:

Name:

Title:

2009 JUL 31 PM 1:45
CRM/ISS/REGISTRATION UNIT

(1). ABU DHABI INVESTMENT AUTHORITY

(2). BRUNSWICK GROUP LLC

**CONFIDENTIALITY
AGREEMENT**

2009 JUL 31 PM 1:45
CRM/ISS/REGISTRATION UNIT

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made in Abu Dhabi, UAE between:

ABU DHABI INVESTMENT AUTHORITY, a duly organized public organization under the laws of Abu Dhabi, having its postal address as P.O. Box 3600, Abu Dhabi, UAE, hereinafter referred to as "ADIA" or "FIRST PARTY"

AND

BRUNSWICK GROUP LLC, a duly incorporated company under the laws of Delaware, having its postal address as 140 East 45th Street, 30th Floor, New York, NY 10017, hereinafter referred to as "Brunswick" or "Consultant".

WHEREAS:

- (A) ADIA has disclosed and/or is intending to disclose certain information to Consultant in order that Consultant may properly perform the tasks and services required by ADIA (the "Services"), all of which information is regarded by ADIA as being confidential.
- (B) ADIA wishes to ensure that Consultant shall maintain the confidentiality of all such information disclosed at all times or as hereinafter provided.

IT IS HEREBY AGREED as follows:

1. Confidentiality

- 1.1 Consultant shall treat as confidential all information obtained from ADIA and:-
 - 1.1.1 shall not disclose any part or the whole of such information to any third party without the prior written consent of ADIA, except to such persons and to such extent as may be necessary for the performance of the Services or as is otherwise required by law;
 - 1.1.2 shall not use any of that information otherwise than for the purposes of the Services.
- 1.2 Consultant shall take all necessary precautions to ensure that all information obtained from ADIA under or in connection with the Services:-
 - 1.2.1 is given to each member of Consultant's staff and, to each of its sub-contractors, only to the extent necessary for the member of staff's or that sub-contractor's activities in relation to the performance of the Services; and
 - 1.2.2 is treated as confidential and not disclosed (without ADIA's prior approval, which shall not be unreasonably withheld or delayed) or used by any member of staff or sub-contractor otherwise than for the purposes of the Services.

- 1.2.3 is treated with the same degree of care as it would apply in connection with its own proprietary confidential information and materials.
- 1.3 The Consultant shall procure that all members of its staff and sub-contractors sign a confidentiality undertaking before commencing work in connection with the performance of the Services.
- 1.4 The provisions of Clauses 1.1 and 1.2 shall not apply to any information:-
- 1.4.1 which is or becomes public knowledge (otherwise than by breach of this Agreement); and
- 1.4.2 which was in the possession of Consultant, without restrictions as to its disclosure, before receiving it from ADIA; or
- 1.4.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.
- 1.5 For the purpose of Clause 1.4.1 specific information disclosed by ADIA to Consultant shall not be deemed to be public knowledge or to be in the prior possession of Consultant by virtue of the fact that the information is known to a few people to whom the information may be of commercial interest, or merely because it is embraced by more general information in the public domain or by more general information thereafter acquired by Consultant. Additionally, where various individual elements, components or parts of the knowledge or information are public knowledge then it shall not mean that the knowledge or information relating to the Services as a whole is also public knowledge.
- 1.6 Nothing in this Agreement shall prevent ADIA from disclosing any information obtained from the Consultant to any other department, office or agency of the Government of Abu Dhabi, or to any person engaged by ADIA in connection with the Services.

2. Return of Information/Documents

All relevant information and documents provided to Consultant in connection with performance of the Services shall remain the property of ADIA, and ADIA may demand the return thereof at any time, and for any reason upon giving written notice to Consultant. Within fourteen (14) days of receipt of such notice, Consultant shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession and in the possession of employees or sub-contractors to whom it was disclosed. The Consultant undertakes to furnish ADIA with a certificate, certifying that no copies have been made or retained. The undertakings in this clause 2 shall not apply to Information which the Consultant must retain under any applicable law, rule or regulation, including the rules of a professional body and the Consultant may retain one copy of all Information for its permanent internal records which shall remain subject to the provisions of this Agreement. The Consultant undertakes to furnish ADIA with a list of all Information that is being retained under any of the exceptional circumstances referred above.

3. Indemnity

- 3.1 The Consultant shall indemnify ADIA on demand in full for any expense, loss, damage or liability directly resulting from or directly incurred by ADIA in consequence of:-
- 3.1.1 Any breach of this Agreement (or related undertakings) by Consultant.
- 3.1.2 Any breach of this Agreement (or related undertakings) by any member of Consultant's staff, agents or its sub-contractors (if any).
- 3.1.3 It is understood and agreed that money damages would not be the only sufficient remedy for any breach of this Agreement and ADIA shall be entitled to injunctive relief as a remedy for such breach, without prejudice to any other rights or remedies available to ADIA under the applicable law, and for such purposes the Consultant hereby agrees to submit to any court in such jurisdiction as ADIA may at any time nominate.

4. Assignment

This Agreement cannot be assigned without prior written consent of the other party. In the event of Assignment, this agreement shall be binding on an inure to the benefit of the parties hereto and their respective successors and permitted assigns as if they had been a party to this agreement.

5. Governing Law/Jurisdiction

This Agreement shall be governed by the Laws of the United Arab Emirates and any dispute that may arise out of or is connected with this agreement, shall be settled before the Abu Dhabi courts.

6. Period of Agreement

This Agreement shall be binding as from the date upon which it is signed by the Parties and shall continue in full force and effect after completion of the Services.

7. Effective Date

This Agreement shall be effective as of the date of its signatures by both parties.

AS WITNESS the hands of the parties hereto or their duly authorized representative the day and year first above written.

On behalf of:

Abu Dhabi Investment Authority
(ADIA)

On behalf of:


Brunswick Group LLC

Executive Director
Finance & Administration

6/11/09

Date: 6/11/09

Date:

.....

2009 JUL 31 PM 1:45
CRM/ISS/REGISTRATION UNIT

(1). ABU DHABI INVESTMENT AUTHORITY

(2). BRUNSWICK GROUP LLC

**CONFIDENTIALITY
AGREEMENT**

2009 JUL 31 PM 1:45
CRM/ISS/REGISTRATION UNIT

OK

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made in Abu Dhabi, UAE between:

ABU DHABI INVESTMENT AUTHORITY, a duly organized public organization under the laws of Abu Dhabi, having its postal address as P.O. Box 3600, Abu Dhabi, UAE, hereinafter referred to as "ADIA" or "FIRST PARTY"

AND

BRUNSWICK GROUP LLC, a duly incorporated company under the laws of Delaware, having its postal address as 140 East 45th Street, 30th Floor, New York, NY 10017, hereinafter referred to as "Brunswick" or "Consultant".

WHEREAS:

- (A) ADIA has disclosed and/or is intending to disclose certain information to Consultant in order that Consultant may properly perform the tasks and services required by ADIA (the "Services"), all of which information is regarded by ADIA as being confidential.
- (B) ADIA wishes to ensure that Consultant shall maintain the confidentiality of all such information disclosed at all times or as hereinafter provided.

IT IS HEREBY AGREED as follows:

1. Confidentiality

1.1 Consultant shall treat as confidential all information obtained from ADIA and:-

1.1.1 shall not disclose any part or the whole of such information to any third party without the prior written consent of ADIA, except to such persons and to such extent as may be necessary for the performance of the Services or as is otherwise required by law;

1.1.2 shall not use any of that information otherwise than for the purposes of the Services.

1.2 Consultant shall take all necessary precautions to ensure that all information obtained from ADIA under or in connection with the Services:-

1.2.1 is given to each member of Consultant's staff and, to each of its sub-contractors, only to the extent necessary for the member of staff's or that sub-contractor's activities in relation to the performance of the Services; and

1.2.2 is treated as confidential and not disclosed (without ADIA's prior approval, which shall not be unreasonably withheld or delayed) or used by any member of staff or sub-contractor otherwise than for the purposes of the Services.

1.2.3 is treated with the same degree of care as it would apply in connection with its own proprietary confidential information and materials.

1.3 The Consultant shall procure that all members of its staff and sub-contractors sign a confidentiality undertaking before commencing work in connection with the performance of the Services.

1.4 The provisions of Clauses 1.1 and 1.2 shall not apply to any information:-

Alab

- 1.4.1 which is or becomes public knowledge (otherwise than by breach of this Agreement); and
- 1.4.2 which was in the possession of Consultant, without restrictions as to its disclosure, before receiving it from ADIA; or
- 1.4.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.
- 1.5 For the purpose of Clause 1.4.1 specific information disclosed by ADIA to Consultant shall not be deemed to be public knowledge or to be in the prior possession of Consultant by virtue of the fact that the information is known to a few people to whom the information may be of commercial interest, or merely because it is embraced by more general information in the public domain or by more general information thereafter acquired by Consultant. Additionally, where various individual elements, components or parts of the knowledge or information are public knowledge then it shall not mean that the knowledge or information relating to the Services as a whole is also public knowledge.
- 1.6 Nothing in this Agreement shall prevent ADIA from disclosing any information obtained from the Consultant to any other department, office or agency of the Government of Abu Dhabi, or to any person engaged by ADIA in connection with the Services.

2. Return of Information/Documents

All relevant information and documents provided to Consultant in connection with performance of the Services shall remain the property of ADIA, and ADIA may demand the return thereof at any time, and for any reason upon giving written notice to Consultant. Within fourteen (14) days of receipt of such notice, Consultant shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession and in the possession of employees or sub-contractors to whom it was disclosed. The Consultant undertakes to furnish ADIA with a certificate, certifying that no copies have been made or retained. The undertakings in this clause 2 shall not apply to Information which the Consultant must retain under any applicable law, rule or regulation, including the rules of a professional body and the Consultant may retain one copy of all Information for its permanent internal records which shall remain subject to the provisions of this Agreement. The Consultant undertakes to furnish ADIA with a list of all Information that is being retained under any of the exceptional circumstances referred above.

3. Indemnity

- 3.1 The Consultant shall indemnify ADIA on demand in full for any expense, loss, damage or liability directly resulting from or directly incurred by ADIA in consequence of:-
 - 3.1.1 Any breach of this Agreement (or related undertakings) by Consultant.
 - 3.1.2 Any breach of this Agreement (or related undertakings) by any member of Consultant's staff, agents or its sub-contractors (if any).
 - 3.1.3 It is understood and agreed that money damages would not be the only sufficient remedy for any breach of this Agreement and ADIA shall be entitled to injunctive relief as a remedy for such breach, without prejudice to any other rights or remedies available to ADIA under the applicable law, and for such purposes the Consultant hereby agrees to submit to any court in such jurisdiction as ADIA may at any time nominate.

4. Assignment

This Agreement cannot be assigned without prior written consent of the other party. In the event of Assignment, this agreement shall be binding on an inure to the benefit of the parties hereto and their respective successors and permitted assigns as if they had been a party to this agreement.

5. Governing Law/Jurisdiction

This Agreement shall be governed by the Laws of the United Arab Emirates and any dispute that may arise out of or is connected with this agreement, shall be settled before the Abu Dhabi courts.

6. Period of Agreement

This Agreement shall be binding as from the date upon which it is signed by the Parties and shall continue in full force and effect after completion of the Services.

7. Effective Date

This Agreement shall be effective as of the date of its signatures by both parties.

AS WITNESS the hands of the parties hereto or their duly authorized representative the day and year first above written.

On behalf of:

Abu Dhabi Investment Authority
(ADIA)

Executive Director
Finance & Administration

Date: 7/12/2009

On behalf of:

Brunswick Group LLC

Date: 6/29/2009

2009 JUL 31 PM 1:45
COM/ISS/REGISTRATION UNIT

Handwritten mark

Mr. Salem Rashed Saeed Al Mohannadi
Executive Director, Finance & Administration
ABU DHABI INVESTMENT AUTHORITY
211 Corniche, P.O. Box 3600,
ABU DHABI, U.A.E.

22 April 2009

Re: Letter of Engagement

Dear Mr. Salem Rashed Saeed Al Mohannadi,

Thank you for giving us the opportunity to work with the Abu Dhabi Investment Authority (ADIA). This letter formalizes our brief and clarifies how Brunswick will work with you to provide communications support in the U.S. until the end of 2009, followed by a review.

Situation & Services

Brunswick will provide ADIA with communications support in the United States around the company's reputation and help ensure that the executive team is properly positioned. Under this Letter of Engagement, our services would include the following:

1. Provide support to ADIA's in-house communications team in developing a comprehensive communications plan.
2. Review and make recommendations on communication tools (e.g. press releases, presentations, website, media distribution lists).
3. Ensure response mechanisms are in place to support the ADIA team and to meet media requests on a timely basis.
4. Identify target publications and influential journalists and maintain regular contact with them to gather intelligence on current issues, upcoming features and reinforce ADIA's core messages.
5. Monitor key publications and provide feedback on potential issues and opportunities.
6. Monitor industry peer group to identify new communications initiatives and best practice
7. Undertake logistical support by offering media training, preparing briefing notes and organizing media calls and relationship meetings with nominated ADIA representatives.
8. Identify and correct errors in articles / databases (E.G. SWF Institute, Business Week profile on website etc.)

Beijing
Berlin
Brussels
Dubai
Frankfurt

Hong Kong
Johannesburg
London
Milan
New York

Paris
San Francisco
Stockholm
Vienna
Washington

Brunswick Group LLC
140 East 45th Street
30th Floor
New York, NY 10017
Tel 212 333 3810
Fax 212 333 3811
www.brunswickgroup.com

CMAS

Commencement/Term

This Letter of Engagement with ADIA will commence on May 15, 2009. Either party may terminate this Letter of Engagement at any time upon thirty (30) days prior written notice, you shall be obligated to pay only the retainer fee through the date of termination and any accrued and unpaid disbursements or costs.

Personnel

I propose that the team would be led by Jim Wilkinson. Other team members would include Steve Lipin, Partner, Susan Stillings, Partner, Sarah Lubman, Director, Dominic McMullan, Associate and Anisha Patel, Associate.

Fees

As discussed, we will charge a retainer of US\$30,000 per month. This figure includes a US\$10,000 per month retainer for any work coordinated from Brunswick's international offices to be agreed in writing by both parties in advance.

In addition to the monthly retainer, we will invoice you monthly for normal disbursements for costs relative to production of documents, travel, conference calls/webcasts, and other costs associated with our work, and will provide any requested documentation evidencing such disbursements or costs. We will submit any travel plans to you for prior approval and will await your authorization before said travel commences.

Confidentiality

We shall keep strictly confidential any information we know or receive concerning ADIA as per the Confidentiality Agreement dated 6/29/2009. We shall not use any information we know or received about you for any business purpose other than what it is provided for in this Letter of Engagement. This confidentiality requirement shall bind Brunswick Group LLC, our employees, agents, advisers, subcontractors and shall continue in full force even after the termination or discharge of this Letter of Engagement. No announcement or publicity concerning this Letter of Engagement or any matter ancillary thereto (including, without limitation verbal discussions with prospective customers and/or use of your name in tenders, bids, proposals and marketing literature) shall be made by us without your prior written consent which shall not be unreasonably withheld or delayed.

Information is not confidential if:

OK

1. it is or subsequently becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of this Letter of Engagement;
2. either party can establish to the reasonable satisfaction of the other party that it found out the information from a source not connected with the other party and that the source is not under any obligation of confidence in respect of the information;
3. either party can establish to the reasonable satisfaction of the other party that the information was known to the first party before the date of this Letter of Engagement and that it was not under any obligation of confidence in respect of the information;
or
4. the parties agree in writing that it is not confidential.

Forced Disclosure:

Either party may disclose Confidential Information to the minimum extent required by:

- 1- any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body; or
- 2- the rules of any stock exchange or listing authority on which the shares of any company in its Group are listed; or
- 3- the laws or regulations of any country with jurisdiction over the affairs of any company within its Group.

In any event, where disclosure of Confidential Information is required of Brunswick by any of the above, Brunswick shall whenever legally permissible, simultaneously and/or as soon as reasonably practicable give ADIA notice of such requirement and consult with ADIA as to the form, nature and purpose of such disclosure, and in any event to give ADIA copies of any disclosure simultaneously upon releasing the same (or as soon thereafter as is legally permissible).

Indemnity

Subject to clause 6 of our Conditions, we shall, to the extent provided for herein, indemnify, defend and hold ADIA harmless from and against all liabilities, damages, injuries, claims, causes of action, demand, interest and expenses, including reasonable attorneys' fees and expenses, court costs and other out-of-pocket expenses for losses, costs, claims or expenses suffered by ADIA (including its employees, agents and assignees) ("Costs") as a result of negligence, misconduct or any breach of the terms of this Letter of Engagement committed or omitted by us, our employees, (where such liabilities, damages etc are directly attributable to or consequent upon our failure to comply with any of its obligations

OK

hereunder) by persons assigned by us to work for ADIA, its agents or its representatives in the performance of the terms of this Engagement letter provided that we shall not be required to indemnify you to the extent that (i) any such loss, damage or claim is not attributable in whole or part to your negligence, willful misconduct, bad faith or your employees or agents and (ii) such liability is finally established by a court of competent jurisdiction or arbitral award and that such judgment is sustained after all appeals have been exhausted. Our total aggregate liability to you shall not exceed the sum equal to the annual fee set out in this Letter of Engagement.

You shall have given us the opportunity to remedy any default where you reasonably considers this to be appropriate.

Where any third party is claiming against you and we may be liable under this new indemnity Clause you shall: (i) promptly notify us of such third party claim; (ii) make no admission of such third party claim without our prior consent; (iii) allow us or our insurer to conduct and/or settle such claim and give us all reasonable assistance in relation thereto.

General

This Letter of Engagement includes the enclosed Terms of Business, which will apply in relation to the work we do for you. In the event of any conflict between the terms of this Letter of Engagement and the Terms of Business, this Letter of Engagement shall prevail.

In particular, I would highlight that paragraph six of those terms states that our liability is limited to the amount of our professional fees.

The Confidentiality Agreement, this Letter of Engagement and the attached Terms of Business as amended constitute the entire agreement between us relating to the services.

You should also note that Brunswick Group LLC is a limited liability company. The LLC was formed on 3rd June 2004 as a limited liability company under the Delaware Limited Liability Company Act. It is a legal entity separate from its members. Members of Brunswick Group LLC and any partners of any such member are not carrying on business as a general partnership with unlimited joint and several liability. Use of the term 'member' or 'partner' for these individuals in any context shall be construed accordingly. Please confirm your acceptance of this proposal by signing and returning this letter.

OK

Conclusion

Please let me know if you have any questions and once finalized, please confirm your acceptance of this letter of engagement by signing and returning it to me via email (jwilkinson@brunswickgroup.com) or via fax at +1 415 293 8462.

We look forward to building a strong relationship with ADIA and supporting you and your executive team on your communications needs.

Yours sincerely,



Jim Wilkinson
Managing Partner

We agree to the terms of this letter:

Abu Dhabi Investment Authority: 

Name: SALEM ILASHED SA'ED AL MOHANNADI

Title: 12/7/2009

CM

Brunswick Group LLC – Terms of Business

We, Brunswick Group LLC, a limited liability company with an address at 140 East 45th Street, 30th Floor, New York, NY 10017 are pleased to set out our terms of business which will apply to the work we do for you. These Terms of Business and the attached letter of engagement ("Engagement Letter") form the contract between us ("Contract"). If at any time you have any questions in connection with the Contract or our work please let us know.

1 The Service We Will Provide

- 1.1 **Standard of Service** - We undertake to represent your interests and provide the services described in the Engagement Letter ("Services"). We will co-operate fully with you and use our professional and reasonable efforts on your behalf.
- 1.2 **Our Staff** - Where individual partners, members, employees or consultants are named in the Engagement Letter we will use reasonable efforts to ensure that the named individual(s) are available to support our work for you for the estimated period stated in the Engagement Letter.
- 1.3 **Additional Services** - Any special assignments not described in the Engagement Letter will be subject to a separate Engagement Letter describing the services to be provided and the fee payable. These Terms of Business shall apply to any such special assignments.

2 Deliverables

- 2.1 We will provide the deliverables listed or referred to in the Engagement Letter ("Deliverables"), if any, and deliver these to you in the format and using the methods agreed.
- 2.2 **Client Materials** - Except as set forth elsewhere in this Clause 2, Client Materials include those Deliverables which are developed or prepared by us under this Contract and are identified by us as "Client Materials." Provided there are no outstanding invoices owed to us by you, all right, title and interest to Client Materials shall vest in you and shall, to the fullest extent permitted by law, constitute "work made for hire" under United States copyright law. Provided there are no outstanding invoices owed to us by you, to the extent that any Client Materials pursuant to this Contract do not constitute works made for hire, we hereby assign, grant, and convey, and agree to assign, grant and convey to you all right, title, and interest now existing or that may exist in the future in and to any intellectual property rights, including any copyrights and patents, in Client Materials. You grant to us a non-exclusive, royalty-free, worldwide, right to use, copy, adapt, modify the Client Materials for the purpose and the duration of the attached Letter of Engagement.
- 2.3 Client Materials shall *not* include Pre-Existing Works. The copyright and other intellectual property rights in any materials or software created by or licensed to us prior to the date of the Engagement Letter Contract or otherwise outside the scope of this engagement, and any subsequent modifications to the same ("Pre-Existing Works") will remain vested in us (or our licensor). To the extent that Pre-Existing Works are provided as part of any of the Deliverables, you will have a royalty-free, worldwide, licence to use them in accordance with Clause 2.4 below.
- 2.4 Client Materials also do *not* include all copyright or other intellectual property rights in all Deliverables or other materials or software created under this Contract, whether by or on behalf of us solely or both parties jointly, which are not identified as Client Materials. Subject to any third party rights, you will have a non-exclusive, non-transferable, royalty-free licence to use those Deliverables which are not Client Materials for your own internal use and only for the purposes for which they were delivered. You agree not to provide these Deliverables (or any Pre-Existing Works to the extent that these form part of the Client Materials) or copies of them to any third party without our permission.
- 2.5 **Freedom to Use Ideas** - Subject to the confidentiality provisions in the Letter of Engagement, we, and our affiliated entities, and any other entity which is a correspondent firm of the worldwide network of Brunswick firms ("Brunswick Entity") will not be prevented or restricted by this Contract from developing and using any techniques, ideas, concepts, information or know-how relating to methods or processes of general application.
- 2.6 Each party will at the request and reasonable expense of the other execute all such documents and do all such acts as may be reasonably necessary in order to vest in the rights granted to the other under this Clause 2.

3 Fees and Payment

- 3.1 **Calculation** - Fees will be charged on the basis set out in the Engagement Letter.
- 3.2 **Fee Estimates** - Any estimate given by us of any charge is only an estimate and is not contractually binding.
- 3.3 **Expenses and other Disbursements** - replaced as per the Letter of Engagement.
- 3.4 **Handling Charge** - Disbursements and expenses will be subject to a handling charge of 10%.

BRUNSWICK GROUP LLC

140 East 45th Street, 30th Floor, New York, NY 10017
Telephone +212 333 3810, Facsimile +212 333 3811
www.brunswickgroup.com


Initial

AOB

3.5 **Taxes** – All charges, including expenses, will be stated exclusive of any applicable taxes (including any sales and use taxes) and excluding our own income taxes. When applicable, you will be responsible for paying all applicable taxes (including any sales and use taxes but excluding Brunswick's own income taxes) at the rate in force at the date the liability arises in respect of the Services.

3.6 **Payment of Invoices** – Fee invoices will be issued in accordance with the payment plan set out in the Engagement Letter. Invoices for disbursements and expenses will be issued on a monthly basis. Unless the Engagement Letter states otherwise: (i) all charges will be specified in U.S. Dollars and (ii) invoices will be paid in that currency. Save for any genuinely disputed invoices, all invoices will be due for payment within 30 days of receipt by you. In the event of late payment we may on giving an additional two weeks notice to you to remedy such late payment failing which we may suspend the provision of Services until the disputed invoice matter is mutually resolved to the satisfaction of both parties. However if the matter is not resolved within two additional weeks we shall be entitled to terminate this Contract without prejudice to any rights or remedies that have accrued under this Contract.

4 **Term, Suspension and Termination**

4.1 **Duration of Contract** – This Contract will apply from the date stated in the Engagement Letter ("Commencement Date"), if any, or where no Commencement Date is specified, from the date of signature of the Engagement Letter by both parties.

4.2 **Termination of the Contract** – Unless stated otherwise in the Engagement Letter, this Contract may be terminated by either party at any time by giving the other not less than 90 days written notice. Where this Contract is terminated in this way you will pay us for the Services provided up to the date of termination and for additional costs we reasonably incur as a result of the early termination of the Services, which shall become payable immediately. We will take reasonable steps to mitigate any such additional costs. Both parties shall continue to keep the other party fully indemnified to the extent provided in this Contract.

4.3 **Suspension of the Contract** – We may suspend this Contract while circumstances exist which, in our reasonable opinion, materially adversely affect the basis on which this Contract was entered into or our performance of it or if you breach any term of this Contract. If, following suspension of this Contract, we both agree to resume performance of it, we will first agree any changes to this Contract which may be necessary as a result of its suspension, including fees, costs and timetable. If such a period of suspension exceeds 30 days, this Contract may be terminated by us with immediate effect by written notice to you.

4.4 **Termination for Breach of Contract** – This Contract may be terminated by either party on written notice with immediate effect if the other commits a material breach of any term of this Contract, which if capable of being remedied, is not remedied within 30 days of a written request to remedy the same.

4.5 **Termination for Insolvency** – This Contract may be terminated by either of us by written notice with immediate effect in the event that the other party is unable to pay its debts or has a receiver, administrator, administrative receiver or liquidator appointed or calls a meeting of its creditors or ceases for any other reason to carry on business or in the reasonable opinion of the other party any of these events appears likely.

5 **Confidentiality**

5.1 Replaced by Confidentiality section in the Letter of Engagement

5.2 **Exceptions** - Notwithstanding Confidentiality Clause in the Letter of Engagement either of us will be entitled to disclose confidential information of the other (i) to our respective insurers or legal advisors, or (ii) to a third party to the extent that is required, by any court of competent jurisdiction, or by a governmental or regulatory authority or where there is a legal right, duty or requirement to disclose, provided that in the latter case (and without breaching any legal or regulatory requirement) where reasonably practicable not less than 5 business days notice in writing is first given to the other party and cooperate with the other party in seeking a protective order, confidential treatment, other similar relief or otherwise to resist or limit such disclosure at the cost of the party seeking the protective order.

6 **Liability**

6.1 We will use all reasonable skill, care, due diligence and judgment in a professional manner so as not to lead to any negligence or misconduct in the provision of the Services.

6.2 Subject to Clause 6.4, and with the exception of breaches of section 5, our liability to pay damages in respect of direct loss or damage suffered by you as a direct result of our providing the Services where this arises as a consequence of a breach of any of our contractual obligations or negligence by us or otherwise shall not exceed (i) in the case of physical loss or damage to property \$1,500,000 (ii) in the case of all other loss, a sum equal to the annual fee set out in the Engagement Letter.

 A handwritten signature and initials, possibly "CAB" or similar, written in black ink. The signature is stylized and appears to be over a printed name or title.

 Handwritten initials "CAB" in black ink, located in the bottom left corner of the page.

6.3 Except for breaches of section 5, we shall not be liable for:

- 6.3.1 special, indirect or consequential losses;
- 6.3.2 loss of profits, business, revenue, goodwill or anticipated benefits;
- 6.3.3 loss arising from any claim made against you by any other person; or
- 6.3.4 loss or damage arising from your failure to fulfil your responsibilities or any matter under your control.

6.4 TO THE EXTENT PERMISSIBLE BY LAW, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS OTHER THAN THOSE EXPRESSLY SET OUT IN THIS CONTRACT ARE EXCLUDED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED AND STATUTORY CONDITIONS (INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).

6.5 In this Clause the term "Contractor(s)" means our members, partners, employees and any agent or sub-contractors of ours and their respective employees, agents, members, partners or sub-contractors who perform work in connection with the Services, where the individual agent of sub-contractor is a Brunswick Entity. You acknowledge and agree that in relation to the Services or this Contract your relationship is solely with us, and that no Contractor will have any liability to you in connection with the Services or this Contract except for any such liability as cannot be excluded by law. You acknowledge and agree that we will have the right (subject to the discretion of the Court) to a stay of proceedings if you bring any claim against a Contractor in breach of this Clause.

6.6 The Services and the Deliverables are provided solely for your benefit and use unless provided otherwise in the Engagement Letter. Accordingly, you may not provide copies of the Deliverables or make the benefit of the Services available to any third party. We accept no liability or responsibility to any third party who benefits from or uses the Services or gains access to the Deliverables.

7 Indemnity

7.1 To the extent permitted by law, ADIA shall indemnify and hold harmless Brunswick from and against any claims, damages, losses, and expenses arising out of or relating to any third party claim that Brunswick's use of information provided by ADIA infringe Intellectual Property rights of such third party provided that (i) any such loss, damage or claim is not attributable in whole or part to the negligence, willful misconduct, bad faith of Brunswick, its employees or agents and (ii) such liability is finally established by a court of competent jurisdiction or arbitral award and that such judgment is sustained after all appeals have been exhausted. ADIA's total aggregate liability to Brunswick shall not exceed the sum equal to the annual fee set out in the Letter of Engagement.

7.2 **Conduct of Claim** – In the event that a claim arises which may be the subject of the indemnity set out above, we agree (i) to notify you promptly of such claim (provided that such failure to give prompt notice will not affect your obligations under Clause 7.1 in the absence of actual prejudice); (ii) to consult in good faith with you regarding the conduct of any defence and the settlement of any claim; and (iii) to provide you with such information relating to the claim as you may reasonably request.

7.3 **Exclusion** - The above indemnity shall not apply in circumstances where the claim arises as a result of the negligence, breach of contract, willful default or misrepresentation of Brunswick.

8 Your Responsibilities

8.1 **Information & Materials** – You agree to provide all information and materials reasonably required to enable us to provide the Services. You agree that all information disclosed or to be disclosed to us is or will be true, accurate and not misleading in any material respect.

8.2 **Your Staff** – You will ensure that your staff are available to provide such assistance as we reasonably require, as well as to any members of your staff specified in the Engagement Letter or otherwise necessary to enable us to provide the Services. You will be responsible for ensuring that your staff have the appropriate skills and experience.

8.3 **Suppliers and other Third Parties** – Where you are using third parties to provide information or support to a project including but not limited to where you are employing other suppliers whose work may affect our ability to provide the Services you will ensure that you have appropriate agreements in place with those third parties to enable us to perform the Services under the terms of this Contract. Unless specifically agreed otherwise in writing you will be responsible for the management of the third parties and the quality of their input and work.

8.4 **Payment for Services** – You agree to pay for the Services as set out in the Engagement Letter and Clause 3.

9 **Staff** – Neither of us will without the consent of the other during the period of this Contract or within 12 months of its termination or expiry solicit directly any member, partner or employee of the other (or an member, partner or employee of any such member or partner) who have been involved in providing or receiving Services or otherwise connected with this Contract, except those employees who have been involved on a purely administrative or secretarial basis. This will not restrict either of us from appointing to any position any person who applies unsolicited in response to a general advertising or other general recruitment campaign.

10 General

10.1 **LLC Status** – Brunswick Group LLC was formed on 3rd June 2004 as a limited liability company under the Delaware Limited Liability Company Act. It is a legal entity separate from its members. Members of Brunswick Group LLC and any partners of any such member are not carrying on business as a general partnership with unlimited joint and several liability. Use of the term 'member' or 'partner' for these individuals in any context shall be construed accordingly.


Initial

MS

- 10.2 **Sub-contracting** – subject to your prior written approval (which shall not be unreasonably withheld or delayed), we reserve the right to employ agents and sub-contractors to assist us when providing any part of the Services. Any reference to our staff in the Contract includes agents' and sub-contractors' staff. We will remain liable to you in respect of any Services provided, subject to the other provisions of this Contract.
- 10.3 **Sub-Contractors nominated by you** – Where you require us to contract the services of a sub-contractor specified by you, you will accept responsibility for the work to be performed by such sub-contractor. Our agreement to program and integrate the work to be performed by such sub-contractor for the purposes of this Contract is on the basis that we will not be responsible or liable to you or to any other person for the work performed by, and all acts, omissions, defaults and neglects of, such sub-contractor. In the above circumstances you will be responsible and liable for, and will indemnify us against and from, any liability which we may incur to any person and against all claims, demands, proceedings, damages, losses, costs and expenses made against, suffered or incurred by us, directly or indirectly as a result of or in connection with the work performed by any such sub contractor.
- 10.4 **Force Majeure** – Neither of us will be liable to the other for any delay in performance or failure to fulfil obligations caused by circumstances outside its reasonable control.
- 10.5 **Assignment** – Subject to Clause 10.2, neither of us may transfer, charge or otherwise seek to deal in any of its rights or obligations under this Contract without the prior written consent of the other party which shall not be unreasonably withheld delayed or conditioned.
- 10.6 **Waiver** – No delay by either one of us in enforcing any of terms or conditions of this Contract will affect or restrict our own rights and powers arising under the Contract. No waiver of any term or condition of this Contract will be effective unless made in writing.
- 10.7 **Notices** – Notices must be served either personally, or sent by prepaid registered or certified mail to the address of the other party given in this Contract or to any other address as the parties may have notified during the period of the Contract. Any notice sent by post will be deemed to have been delivered 48 hours after sending. Any notice served personally will be deemed to have been delivered on the first working day following its dispatch.
- 10.8 **Amendment** – Any amendment of this Contract will not be effective unless agreed in writing and signed by both parties.
- 10.9 **Survival** – The provisions of this Contract which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind both of us.
- 10.10 **Working for other Clients** – Subject to the Confidentiality provisions in the Letter of Engagement, we will not be prevented or restricted by anything in this Contract from providing services for other clients. We are under no duty to disclose to you any other matter which comes to our notice in the course of carrying on any other business or in connection with the provision of services to other clients.
- 10.11 **Validity of Contract Provisions** – If any provision of this Contract is held to be invalid, in whole or in part, such provision shall be deemed not to form part of the Contract. In any event the enforceability of the remainder of the Contract will not be affected.
- 10.12 **Entire Agreement** – These Terms of Business, including any attachments or referenced documents, forms the entire agreement between us relating to services. It replaces and supersedes any previous proposals, correspondence, understanding or other communications whether written or written or oral. The headings and titles in these Terms of Business are included to make it easier to read but do not form part of the Terms of Business.
- 10.13 **Specific Performance** – The parties agree that money damages would not be a sufficient remedy for any breach of Clause 5 or Clause 9 and that the non-breaching party shall be entitled to specific performance including, without limitation, injunctive relief, as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for such breach, but shall be in addition to all other remedies available at law or equity.
- 11 **Governing Law**
- 11.1 **Applicable Law** – This Contract will be governed by and interpreted with the laws of the State of New York.
- 11.2 **Resolving Disputes** – Should any dispute arise between us we will attempt to resolve the dispute in good faith by senior level negotiations. Where that fails to resolve the dispute within 30 working days and both of us agree that it may be beneficial we will seek to resolve the dispute through mediation. Where mediation fails to resolve the dispute within a further 30 working days or both of us do not agree to go to mediation both of us agree that the federal courts of the State of New York, and of the United States District Court for the Southern District of New York will have exclusive jurisdiction in connection with the dispute.
- 11.3 **Exclusion of Third Party Rights** – Unless expressly provided in this Contract, the terms and provisions of this Contract are intended solely for the benefit of you and us, and it is not the intention to confer third party beneficiary rights upon any other person.

2009 JUL 31 PM 1:46
CLASSIFICATION UNIT


Initial

2/10/09