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. 1124-0006

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 LLC

2. Registration No.
5947

3. Name of foreign principal
Dubai Department of Finance

4. Principal address of foreign principal
P.O. Box 516, Dubai - United Arab Emirates

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 ☐ Committee

☐ Corporation ☐ Voluntary group

☐ Association ☐ 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
Dubai Department of Finance

b) Name and title of official with whom registrant deals

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.

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.)*

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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	Name and Title	Signature
May 11, 2010	James R. Wilkinson Managing Partner, International Business & Financial Strategy	

U.S. Department of Justice
Washington, DC 20530

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

OMB NO. 1124-0004

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	2. Registration No.
Brunswick Group LLC	5947

3. Name of Foreign Principal
Dubai Department of Finance

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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.
Registrant will advise Dubai Department of Finance on communications strategies, public profile, and media relations. Registrant may communicate with opinion makers and media outlets concerning interests and activities of the Dubai Department of Finance.

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

Specific activities have not yet been 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.

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Date of Exhibit B	Name and Title	Signature
May 11, 2010	James R. Wilkinson Managing Partner, International Business & Financial Strategy	

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.

Service Agreement

This Service Agreement ("Agreement") is made in Dubai on this 1st day of February 2009, by and between:

(1) **Department of Finance – Government of Dubai** having its offices at H.H. Rulers Court, P.O. Box 516, Dubai, United Arab Emirates (the "***First Party***")

And

(2) **Brunswick Gulf Ltd** Having its offices at Gate Village, Building 1, PO Box 506691, Dubai International Financial Centre, Dubai, United Arab Emirates. (the "***Second Party***")

The First Party and the Second Party are also referred to severally as a ***party*** and collectively as the ***parties*** hereafter.

WHEREAS:

(A) The Second Party has considerable expertise in the field of Strategic Communications Consultancy and Crisis Management and is offering to the First Party to make its expertise available on consultancy basis.

(B) In reliance upon the Second Party's skill, knowledge and experience, the First Party wishes to engage the Second Party to provide services (the "**Services**") on the basis and as outlined in **Schedule 1**.

(C) The Second Party agrees to provide its expertise to undertake the Services for the First Party on the terms and conditions of the Agreement.

NOW, THEREFORE, IT IS AGREED as follows:

1. DEFINITIONS

1.1 Except as otherwise expressly provided in this Declaration of Trust, capitalized terms, words and expressions used in this Agreement and not otherwise defined herein shall, unless the context requires otherwise, have the following meanings:

Additional Service means services in addition to the Services carried out by the Second Party at the request of the First Party during the Term. Additional Services are subject to payment of an Additional Services Fee;

Additional Services Fee means a fee payable by the First Party for Additional Services which will be an agreed upon fee between the First Party and the Second Party on each occasion the First Party requests Additional Services;

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Business Day means any day on which banks in the Emirate of Dubai are open for business;

Confidential Information means all knowledge, information or know-how pertaining to or concerning a party, including their respective businesses, systems, processes, data, customers, properties, assets and affairs, which is disclosed, communicated or delivered to the other party as confidential or is not in the public domain and gained as result of entering into the Agreement and which relates to the other party's business or the Agreement.

Effective Date means the 1st day of February 2010;

Force Majeure means in relation to either party, any circumstances beyond the reasonable control of that party, including, without limitation, war, civil unrest, terrorism, any national strike, lockout and other forms of industrial action other than any strike or industrial action by the employees of the Second Party;

Remuneration means the monthly amount of USD 300,000.00 (United States Dollars Three Hundred Thousand) to be paid under the terms and conditions described in clause 3;

Right of Suspension shall have the meaning given in clause 4.1;

Services mean the Second Party's Services which are provided in Schedule 1 of this Agreement;

Surviving Provisions means clauses 1, 5.3, 6, 7, 11, 12, 15, 18, 19, 25, and 26;

Suspension Notice shall have the meaning given in clause 4.1;

Suspension Period shall have the meaning given in clause 4.1;

The First Party's Representative shall have the meaning given in clause 2;

Term means the term of the Second Party's provision of the Services, which shall commence on the Effective Date and end when the Second Party has fully provided the Services to the reasonable satisfaction of the First Party and not exceeding a period of Three (3) months from the Effective Date and ending on the 30th April 2010.; and

USD means the currency of the United States of America.

1.1 In this Agreement, unless inconsistent with or a contrary intention clearly appears from the context, words importing:

1.1.1 an amendment includes a supplement, restatement or novation and amended is to be construed accordingly;

1.1.2 a person includes (i) any individual, company, unincorporated association, state agency, international organisation or other entity and (ii) its successors and assigns;

1.1.3 any reference to singular includes the plural and vice versa.

1.1.4 words denoting individuals include corporations and vice versa.

1.1.5 the word "including" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall it take effect as, limiting the generality of any preceding words.

1.1.6 words denoting the singular shall include the plural and vice versa;

1.1.7 words denoting one gender only shall include the other gender; and

1.1.8 words denoting persons only shall include firms and corporations and vice versa.

1.1.9 reference to Clauses and Schedules means the clauses and schedules of this Agreement.

1.1.10 clause headings are for the purpose of convenience only and shall not be taken into account in the interpretation of nor modify the terms of this Agreement.

1.1.11 the Recitals and Schedules to this Agreement shall be construed an integral part hereof.

1.1.12 all terms not expressly defined in this Agreement shall be construed as per general interpretation.

2 PROVISION OF THE SERVICES

2.1 The First Party hereby appoints the Second Party and the Second Party hereby agrees to perform the Services upon the terms and conditions set out in the Agreement.

2.2 The Second Party's engagement under this Agreement (the ***Engagement***) shall commence on the Effective Date, and terminate at the end of the Term (unless the Agreement has previously been terminated in accordance with the provisions of the Agreement) subject to the satisfactory performance by the Second Party of the Services as detailed in Schedule 1.

2.3 During the Engagement the Second Party will be available to provide full advice and assistance in connection with the Services and such other matters as may be agreed from time to time between the First Party and the Second Party.

2.4 The Second Party shall perform the Services under the direction of the person nominated by the First Party (the ***"First Party's Representative"***) or such other person(s) as the First Party may from time to time appoint for the purposes of this

Agreement. The First Party's Representative for this Agreement shall be **Faisal Bujesaim (Tel: +97144056166, Fax: +97143531525)**, unless otherwise notified by the First Party. The First Party's Representative may inspect and take copies of the records to be maintained by the Second Party pursuant to the Agreement upon its reasonable request. Such inspection may include electronic records and documents. The First Party's Representative may seek copies of such documents, which shall be provided at no cost to the First Party.

2.5 The First Party will liaise with the Second Party as appropriate during the performance of the Services.

2.6 Nothing in this Agreement shall make the Second Party or any of its directors, employees, agents or sub-contractors an employee of the First Party or be construed as having such effect and the Second Party acknowledges that it is an independent contractor to the First Party. In the provision of the Services, the Second Party shall comply with the reasonable requirements and instructions of the First Party in relation to the project .

3. REMUNERATION

3.1 In consideration for the provision of the Services in a manner satisfactory to the First Party and subject to clauses 3.2, 3.3 and 18, the First Party agrees to pay to the Second Party a monthly remuneration of USD 300,000 (United States Dollars Three Hundred Thousand) in equal monthly installments. This monthly remuneration shall be exclusive of expenses and disbursements as set out under Schedule 2 attached to this Agreement. Disbursements and expenses, once approved by the First Party will be subject to a standard industry administration charge of 17.65%.

3.2 The Second Party shall invoice the First Party monthly in advance. All payments shall be payable to the Second Party as per Schedule 2 and subject to delivery of the Services as set out in Schedule 1. The Second Party's responsibilities will be fulfilled upon the provision of the Services to the satisfaction of the First Party.

3.3 All payments will be made following receipt of an official "***Request for Funds***" that will be sent to the First Party by the Second Party, in accordance with Schedule 2.

3.4 Any sum payable pursuant to clauses 3.1, 3.2, 3.3 and 3.6 shall be paid to the Second Party by wire transfer to the bank account listed below:

Bank Name : Lloyds TSB Bank plc

Name on account :Brunswick Gulf Limited

Account Number . [redacted]

3.5 If the First Party's Representative disputes any item in any application for payment, either in whole or in part, then the undisputed part only of such application shall be paid by the First Party. The First Party's Representative shall notify the Second Party of

any such disputed item and both parties shall use all reasonable endeavors to settle any such disputed item.

3.6 Where Additional Services are requested by the First Party, the Second Party shall first provide the First Party with a proposed Additional Services Fee schedule for these Additional Services and obtain the First Party's approval before proceeding. The First Party will pay the Second Party the Additional Services Fee within thirty (30) days of the First Party receiving a relevant original invoice from the Second Party detailing the Additional Service Fee.

3.7 The Second Party shall be responsible for and shall pay all taxes (including, without limitation, any interest, penalties or fines in connection with such taxes) imposed by any competent taxation authority in respect of all fees, expenses or other payments of any nature paid to it pursuant to this Agreement (the ***Taxes)***. ***If,*** for any reason, the First Party becomes liable to pay, or shall pay, any such taxes, the First Party shall be entitled to deduct all amounts so paid or required to be paid by it from any amounts payable to the Second Party pursuant to this Agreement. To the extent that any Taxes so paid or required to be paid by the First Party exceed the amounts payable by the First Party to the Second Party pursuant to this Agreement, or if the First Party shall otherwise elect by notifying the Second Party in writing, the Second Party shall forthwith pay to or reimburse the First Party an amount equal to such excess.

4. SUSPENSION

4.1 Without prejudice to any rights or remedies available to it under this Agreement or otherwise the First Party shall be entitled to, in its absolute discretion and upon giving to the Second Party five (5) day's written notice of its intention to do so (the ***Suspension Notice),*** suspend this Agreement for a period of no longer than six (6) weeks (the ***Suspension Period)*** following the date of the Suspension Notice (the ***Right of Suspension).***

4.2 The First Party shall be entitled to exercise the Right of Suspension at any time during the Term.

4.3 If the First Party does not expressly request the Second Party to resume the provision of the Services before the end of the Suspension Period, this Agreement shall terminate and, subject to clause 7.1, the Second Party shall be entitled to demand that the First Party pays (in respect to the Services already provided and agreed to by both parties) the remaining part of the Remuneration.

5. COVENANT OF THE SECOND PARTY

5.1 The Second Party shall devote such of its time, attention, abilities and resources to the Services as shall be required for its proper performance. The Second Party will punctually perform the Services with reasonable care and best skill and in accordance with the highest industry standards. The Second Party shall immediately re perform any part of the Services not performed with reasonable skill and care or not in

accordance with the highest industry standards at its sole cost and expense and at no cost or expense to the First Party.

5.2 The Second Party shall, at all relevant times during the term of this Agreement communicate fully with the First Party's Representative and provide the First Party's Representative with all information and data relating to the provision of the Services as may be reasonably requested from time to time by the First Party's Representative.

6. CONFIDENTIALITY

6.1 The Second Party shall keep confidential and shall not at any time (whether during the course of or after the termination of this Agreement for whatever reason) use for its own advantage, or reveal to any third party and shall use its best endeavors to prevent the publication or disclosure of any of the trade secrets, business methods, processes, formulations, technical data, personal information about the First Party employees, reports or information which the Second Party knew or ought reasonably to have known to be confidential concerning the business or affairs of (a) the First Party, (b) its affiliates or(c) any of its or their employees, customers or clients.

6.2 The prohibition referred to in clause 6.1 above will not apply where disclosure of the confidential information is:

(a) Required by a court, by law or by a regulatory authority, but this is possible subject to 10 (ten) days prior notice to the First Party;

(b) Reasonably required by the Second Party' professional advisors and employees; (c) Consented to in writing by the First Party;

(c) With regard to information or knowledge that was already in the public domain at the time when was disclosed to the receiving party or, after disclosure, has become part of the public domain;

(d) was already known to the Second Party prior to disclosure by the First Party; or

(e) has been received by the Second Party from a third party who did not to the Second Party's knowledge acquire it in confidence from the First Party or from someone owing a duty of confidence to the First Party.

7. PROPERTY, COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

7.1 The documents, vision, drawings, schedules, reports, calculations, models, renderings, and animations, whether in hard copy or electronic format which have been or are hereafter written, originated, made or provided by the Second Party (the "**Project Documents**"), are instruments of the Second Party's service for use with respect to the Engagement. Save for any third party information's rights, the First Party shall hold all intellectual property rights in the Project Documents therein and shall own all statutory and other reserved rights, including the copyright and other intellectual property rights (the "IP") therein. However, the parties acknowledge that as part of the Services the Second Party provides to the First Party under the terms and conditions of this Agreement, the Second Party may provide press cuttings and/or

articles ("Third Party Information") from external information providers. the Second Party will use all reasonable endeavours to identify to the First Party any Third Party Information that the Second Party provides and the Second Party will notify the First Party if any Third Party Information comprises any part of the Project Documents. All Intellectual Property Rights in Third Party Information will remain vested in the relevant external information providers, but the Second Party hereby grants the First Party a non-exclusive licence to use the Third Party Information for its own internal business purposes.

7.2 The First Party, as beneficial owner of the IP in the Project Documents, shall grant to the Second Party a non-exclusive, non-transferable and royalty-free license to use the Project Documents during the Term for the purposes of providing the Services.

7.3 The Second Party shall give notice in writing to the First Party promptly on becoming aware of any infringement or suspected infringement of any intellectual property rights in any deliverables.

7.4 The Second Party shall not do or allow to be done anything which would or might prejudice the rights of the First Party under this clause 7 or any intellectual property rights of the First Party in any deliverables.

7.5 The Second Party will not acquire any ownership rights over any information provided to it by the First Party, the Second Party may with prior consent of the First Party insert the First Party logos and other similar intellectual property on the Second Party deliverables where appropriate.

8. TERMINATION

8.1 In addition to any other rights of termination arising under laws of UAE, the First Party may at any time terminate this Agreement through a registered letter forwarded to the mail address of the Second Party. No objection in this regard by the Second Party will be accepted and any amount owing to the Second Party up to the full remuneration of USD 900,000 (United States Dollars Nine Hundred Thousand) in respect of the Services already provided shall be settled subject to the agreement of the parties in connection thereto. The First Party shall not be obliged to give any explanation on the termination under this provision

8.2 Should it be imposib1e for the Second Party to perform the Services, the First Party is entitled to rescind and terminate this Agreement. In this case the Second Party has to pay back the received remuneration except that part of the remuneration that concerns Services the Second Party has already provided.

8.3 Any waiver by the First Party of a breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach of the same or any other provision.

9. PUBLICITY

The Second Party shall not be entitled to refer to its involvement in the Engagement without the consent of the First Party.

10. FORCE MAJEURE

10.1 If either party is affected by force majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.

10.2 Notwithstanding any other provision of this Agreement neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, for any delay in performance or other non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any force majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

10.3 If, at any time, the Second Party claims force majeure in respect to its obligations under this Agreement with regard to the provision of its Services, the First Party shall be entitled to obtain the provision of such Services from any other person as the Second Party is unable to provide those.

10.4 Notwithstanding the foregoing, the continuation of a force majeure beyond fifteen *(15)* days shall allow either party to terminate this Agreement.

11. LIABILITY AND INDEMNITY

11.1 Nothing in this Agreement shall exclude or limit the Second Party's liability for:

(i) death or personal injury resulting from the Second Party's negligence or the negligence of its employees acting in the course of the provision of the Services to the First Party; or

(ii) fraud or fraudulent misrepresentation; or

(iii) any other liability which may not be excluded or limited by law.

11.2 Subject to the above, both parties' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall in no circumstances exceed a maximum of $1,000,000 for all direct losses. For the avoidance of doubt, and subject to this Clause 11, the Second Party shall not be liable for any special, indirect or consequential damages, including lost profits.

11.3 Subject to Clause 11.3 above, the Second Party shall defend, protect, indemnify and save the First Party (for itself and as trustee for each of its affiliates and or of its and their officers, directors, employees, contractors and agents) harmless from an' against all liability, claims, costs, expenses, demands, suits and causes of action of every kind and character (the ***Claims***) arising in favor of any person, corporation or other entity including the parties hereto and their officers, directors, employees, contractors or agents, in any way incidental to or in connection with or arising out of: (i) the Services; (ii) this Agreement; or (iii) the act or omission of the Second Party or the Second Party's officers, directors, employees, contractors or agents PROVIDED THAT: the Second Party shall not be required to indemnify the other party to the extent (i) any

costs arise due to the First Party's negligence, default or breach of this Agreement or (iii) due to the Second Party acting directly upon the First Party's instruction and direction. Where any third party is claiming against the First Party and the Second Party may be liable under this Clause 11, the First Party shall: (i) promptly notify the Second Party of such third party claim; (ii) make no admission of such third party claim without the Second Party's consent; (iii) allow the Second Party or its insurer to conduct and/or settle such claim and give the Second Party all reasonable assistance in relation thereto.

11.4 This indemnification shall survive the expiration or termination of this Agreement.

12. NO AGENCY

Nothing in this *Agreement* shall constitute the Second Party as the *agent* of the First Party and the Second Party shall not have any right or power whatsoever to contract on behalf of or bind the First Party in any way in relation to third parties. Nothing in this Agreement shall constitute a partnership or a joint venture between the parties.

13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Second Party's relationship with the First Party is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. The Second Party is not authorized to make any representation, contract, or commitment on behalf of the First Party unless specifically requested or authorized in writing to do so by the authorized person of the First Party.

14. ASSIGNMENT AND SUB-CONTRACTING

The Second Party shall not assign any of its rights under this Agreement or sub-contract the whole or any part of the performance of the Services or any of its obligations under the Agreement without the prior written consent of the First Party and without the First Party agreeing with the identity of the person to whom the performance of all or part of the Services is to be assigned to or sub-contracted. For the avoidance of doubt the First Party shall be entitled to assign its rights and obligations under this Agreement to its subsidiaries and affiliates without the consent of the Second Party.

15. NOTICES

15.1 Any notice to be given by one party to the other party under, or in connection with this Agreement shall be in writing and signed by or on behalf of the party giving it. It shall be served by sending it by fax to the number set out below, or delivering it by hand, electronic means or sending it by pre-paid recorded delivery or registered post, to the address set out in this clause 14.2 and in each case marked for the attention of the relevant party (or as otherwise notified by either part from time to time in writing after the signing of this Agreement). Any notice so ser d by hand, fax or post shall be deemed to have been duly given:

(a) in the case of delivery by hand, when delivered;

(b) in the case of electronic means or fax, at the time of transmission, should there be no error message received by the sender;

(c) in the case of prepaid recorded delivery or registered post on the third day following the date of posting,

provided that in each case where delivery by hand or fax occurs after 5.00pm on a Business Day or on a day which is not a Business Day service shall deemed to occur at 9.00am the next following Business Day. Reference to time in this clause 14.1 is to local times in the country of the addressee.

15.2 The address and fax numbers of the parties for the purpose of clause 14.1 is as follows:

For the First Party:
Attn: Faisal Bujesaim, Director Of Strategy & Planning
Tel: +971 44056166
Fax: +971 43531525
P.O. Box 516, Dubai — United Arab Emirates.
E-mail: Fbujesaim@dof.dubai.gov.ae

For the Second Party:
Attn: Rupert Young, Partner
Tel: +971 43658258
P.O. Box 506691, Dubai — United Arab Emirates.
E-mail: ryoung@brunswikgroup.com

15.3 All notices under or in connection with this Agreement shall be in the English language or, if in another language, accompanied by a translation into English.

16. CONSEQUENTIAL DAMAGES

Under no circumstances, whether based on contract, warranty, negligence, strict liability or otherwise, shall the First Party be liable for any special, consequential, indirect, incidental or punitive damages of any kind or character including, but not limited to loss of profits or revenues, loss of product, loss of use, cost of capital and the like, arising out of or related to any performance under or breach of this Agreement.

17. ENTIRE AGREEMENT

17.1 This Agreement together with its Schedules Constitutes the entire agreement and understanding between the parties and supersedes any other agreements both oral and written between the First Party and the Second Party other than those expressly referred to herein.

17.2 The Second Party hereby acknowledges and undertakes to comply with all the terms and conditions as included in Schedule 1.

17.3 If any matter or term and condition has not been specified or dealt with in this Agreement, then the parties shall refer it to the attached relevant Schedules and comply with such matter terms and conditions as specified in the relevant Schedule.

18. REPRESENTATION AND WARRANTY

The Second Party represents and warrants that it is not aware of any restriction, legal or otherwise, which would prevent it from entering into this Agreement. The Second Party further warrants that the provision of the Services hereunder shall not cause a conflict with any of its duties or obligations to any third party.

The Second Party certifies and warrants that in the course of performing services under this Agreement, no payments will be made to government officials or media representatives, that no government official or media representative has any direct or indirect investment interest or interest in the revenues or profits of the Second Party, and that no expenditure for other than lawful purposes will be made

19. COSTS AND EXPENSES

Each party shall pay its own costs and expenses relating to this Agreement and no payments of any kind by way of compensation or remuneration for the Services or by way of reimbursement of expenses will be made between the parties hereto except as provided in clause 3.

20. ILLEGALITY

Should at any time any provisions of this Agreement e or become void in whole or in part, invalid or due to any reason ineffective, this will indisputably not affect the validity or effectiveness of the remaining provisions of this Agreement. In this event, the parties shall be obliged to replace the invalid provision by a valid provision which most approximates the economic purpose of the invalid provision.

21. COUNTERPARTS

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

22. AMENDMENTS

This Agreement may not be amended except by instrument in writing signed by the duly authorized representatives of the parties.

23. DEFECTIVE PERFORMANCE OF THE SERVICES

23.1 Where the Second Party has failed to perform or properly perform an obligation under this Agreement, the First Party's Representative may give the Second Party a direction in writing requiring the Second Party to perform, re- perform or correct any part of the

Services. The direction may specify a time for performance. The Second Party shall comply with the direction.

23.2 Without prejudice to any other right to the First Party to terminate the Agreement, the First Party may deduct the Second arty remuneration as referred in clause 23.

24. DEDUCTION

Without prejudice to any other right or remedy provided, the First Party may deduct from any payment to the Second Party an amount when:

a) The Services have not been provided in accordance with the requirements of this Agreement and on satisfactory manner to the First Party.

b) The Second Party is in breach of this Agreement.

25. PERFORMANCE BY OTHERS

25.1 In the event that the Second Party fails to satisfactorily perform any obligation upon receipt of notice within a reasonable period of time, and in all cases not exceeding fifteen days, the First Party may without further notification to the Second Party, perform the obligation itself or engage another service supplier.

25.2 Any additional cost to the First Party in doing so shall be a debt due and owing from the Second Party to the First Party and may be offset against any further payments due to the Second Party or satisfied from any security provided by the Second Party.

26. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the Emirate of Dubai, United Arab Emirates.

27. JURISDICTION

All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of the Emirate of Dubai, United Arab Emirates to which the parties hereto irrevocably submit.

IN WITNESS WHEREOF THE FIRST PARTY AND THE SECOND PARTY HAVE DULY EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST BEFORE WRITT EN.

Second

For and on behalf of the ~~First~~ Party

SIGNED by

ALEX BLAKE-MILTO

Name: **Abdulrahman Al-Saleh**

First

For and on behalf of the ~~Second~~ Party

SIGNED by

Name:

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SCHEDULE I
SECOND PARTY SFIRVICES

A. DELIVERABLES:
The Second Party shall provide the following Services, intern alia:

Introduction:

The Requested Services are specifically focused to the following:

1- Public relations counsel and representation
2- International media handling.
3- Key messaging and positioning.
4- Immediate Scenario Planning.
5- Anticipating Potential issue Areas
6- Building Internal Capability and Media Training.
7- International Media Engagement.
8- Media Monitoring
9- Key upcoming events.

All of the above will have clear KPIs to be monitored on a monthly basis as determined by the First Party.

Reporting Format

- The Second Party will provide daily summaries of international media coverage in a format to be agreed.
- The Second Party will provide weekly activity sheets providing a summary of work carried out on client's behalf.
- A weekly conference call will take place to review past activity and plan future engagement.
- A monthly stakeholder meeting will be held to review the past month's performance and plan future strategy. These will normally be held in Dubai.

SCHEDULE 2

SCHEDULE OF PAYMETS

Remuneration under this Agreement shall be governed by e terms and conditions outlined in Clause 3 of this Agreement and will be made according to the following schedule:

Date of Invoice	Payment	Description
01/02/2010	USD 300,000	First Payment
01/03/2010	USD 300,000	Second Payment
01/04/2010	USD 300,000	Third Payment

Subject to Clause 3 of this Agreement, each payment shall be payable within 30 (thirty) days of the Second Party's date of invoice.

The Parties agree that the First Party shall reimburse the Second Party for out of pocket reasonable expenses incurred in relation to the delivery of Services; such expenses may include but are not limited to travel (Business Class flights for international team members to attend meetings), hotel, transportation (such as taxis to and from meetings), translation services, Press cutting services, meeting costs (such as for example and without limitation media briefings over lunch and coffees), bulk printing costs, design works and telecommunication Provided Always that any anticipated out of pocket expenses exceeding USD 3,000 shall require the prior written approval of the First Party.

Out of pocket expenses do not include outsourcing costs incurred by the Second Party to ensure fulfillment of scope as outlined in Schedule I of this Agreement. Such costs require a prior written approval by the First Party.

In relation to Travel expenses, the Second Party must obtain a written from the First Party indicating the destination and number of professionals traveling prior to making any travel arrangements. This written approval shall be attached to all invoices related to the travel and must be submitted with the Second Party's invoice.

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