

U.S. Department of Justice  
Washington, DC 20530

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

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

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the 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.

1. Name and Address of Registrant Kemp Goldberg Partners LLC	2. Registration No. 6252
3. Name of Foreign Principal The Embassy of the United Arab Emirates in Washington, DC through the Harbour Group	4. Principal Address of Foreign Principal 3522 International Court Suite 400 Washington, DC 20008

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

- Government of a foreign country.<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (specify) \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant  
The Embassy of the United Arab Emirates in Washington, DC through the Harbour Group
- b) Name and title of official with whom registrant deals  
His Excellency Omar Al Shamsi (through the Harbour Group)

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

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

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

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.

N/A

b) Is this foreign principal:

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

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

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.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
	Christopher Philbrook, dir. pub. affrs	

U.S. Department of Justice  
Washington, DC 20530

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

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

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the 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 Kemp Goldberg Partners LLC	2. Registration No. 
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3. Name of Foreign Principal  
The Embassy United Arab Emirates in Washington, DC through The Harbour Group

Check Appropriate Box:

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

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

Registrant will perform the following services for the foreign principal.

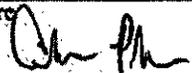
- Strategic thinking
- Create a brand film
- Print and digital creative
- Design and develop a website
- Plan and buy media

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.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title Christopher Philbrook, dir. pub affrs	Signature 
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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.



**Agreement between Kemp Goldberg Partners and  
The Harbour Group**

This agreement for creative, marketing and interactive services dated as of 9.15.2014 and hereafter referred to as the "Agreement" is by and between The Harbour Group, hereafter referred to as the "Client", with Kemp Goldberg Partners, hereafter referred to as the "Agency", with a principal place of business at 280 Fore Street, Suite 301, Portland, Maine. In consideration of the premises and of the mutual covenants contained herein, Client and Agency agree as follows:

**I. Scope of Services**

Agency will perform the following services for the Client during Phase Two of our agreement:

**\* Deliverables**

- \*Strategic Thinking
  - \*Website
  - \*Ripomatic brand film
  - \*Print and digital ads
  - \*Social media
  - \*Media plan/buy A, B
  - \*Backdrop design
- Present work to The Harbour Group for review and feedback periodically through December 31, 2014
  - Present brand campaign to the Embassy of the United Arab Emirates periodically through December 31, 2014

**II. Terms of Service**

*Cost of Services:*

Agency will perform the aforementioned services at a cost of \$180,000. Invoices will be sent at the beginning of the month for September, October, November and December.

*Production Escrow:*

280 Fore Street, Portland, Maine 04101 207.773.0700 [www.kemppgoldberg.com](http://www.kemppgoldberg.com) @kemppgoldberg <http://blog.kemppgoldberg.com>



Account set up for production items that include but are not limited to: brand film post-production, image collection, and digital and social media assets. All items to be approved by client in advance of purchase. Amount not to exceed \$75,000.

*Duration:*

The term of the agreement begins September 15, 2014 and ends at the direction of the client.

*Billing procedures:*

Billing for specific services is structured to include both monthly retainers and project fees, and is delineated in the Proposal. Invoices will be submitted on a monthly basis and will include information about the nature of the services rendered during each month. Out-of-pocket expenses incurred by Agency in the servicing of Client will be charged to Client by Agency. The Agency will receive approval from the Client in advance for all out-of-pocket expenses incurred.

The Harbour Group upon receiving payment from the Embassy of the United Arab Emirates shall pay Kemp Goldberg invoices.

*Taxes:*

Client shall be responsible for payment of all applicable sales taxes on Agency's services.

*Limitation of Liability:*

In no event shall either party be liable for indirect, incidental, special, punitive, exemplary, lost profits, loss of revenue, or consequential damages of any type or nature from the services to be supplied. Client agrees that Agency's liability to Client for any cause whatsoever and regardless of the form of action shall not exceed any amounts paid by the Client to the Agency for the services detailed in this proposal.

*Confidentiality:*

The Agency understands as the result of our interaction with the Client, Agency will acquire and have access to confidential information belonging to the Client of a special and unique nature and value, relating to such matters as Client's personnel and compensation information; accounts; trade secrets; procedures; manuals; financial costs and sales data; supplies sources and resources; contracts; price lists; accounting and bookkeeping practices; financial information, data, records and reports; sales and expense information; business plans, general and specific; prospect names and lists; existing and potential business opportunities; confidential reports;



customer lists and contacts; litigation and other legal matters; as well as information specific to the Client's service and ideas (all "Client Information").

Agency shall not, during the term of our Contract or anytime thereafter, disclose without prior written permission any Client Information, or any matter or thing ascertained by Agency through its association with the Client, the use or disclosure of which might reasonably be construed to be contrary to the best interest of the Client.

*Exclusivity:*

The terms of this contract are between the parties herein stated and any changes to the terms must be in writing and signed by an authorized representative of both parties.

*Governing Law and Venue:*

The validity, interpretation and performance of this contract shall be governed by and construed in accordance with the laws of the State of Maine without giving effect to such State's conflict of laws and principles. Any action concerning this Contract shall be in a state or federal court with jurisdiction in Portland, Maine.

*Acceptance:*

To accept this proposal as a contract for services, please sign and return one copy to:

Chris Philbrook  
Kemp Goldberg LLC.  
280 Fore Street, Suite 301  
Portland, Maine 04101  
(207) 773-0700 (x236)

THE HARBOUR GROUP  
Company Name  
[Signature]  
Signature  
MATTHEW TRIACA  
Printed or Typed Name  
SEPT 15, 2014