Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

In the name of Allah, Most Gracious, Most Merciful

[logo:]

Ministry of Economy and Planning

Shared Support Services

Contract of

"Draft Plan of Strategic Communication and Marketing for the National Center for Privatization"

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

In the name of Allah, Most Gracious, Most Merciful

[logo:]

Ministry of Economy and Planning — Shared Support Services

Non-Disclosure Agreement

This agreement is made between Ministry of Economy and Planning, KSA ("First Party/ Disclosing party"); and hill + knowlton strategies. Whose registered office is at Global Headquarters: 466 Lexington Avenue, 4th Floor, New York, 10017. Phone number:+12128850300 ("Second Party/ Receiving party").

تم إبرام هذه الاتفاقية بين وزارة الإقتصاد والتخطيط، المملكة العربية السعودية ("الطرف الأول / الطرف مقدم المعلومات"). وشركة هيل أند نولتون ستراتيجيز المحدودة وعنوان مقره المسجل هو المقر الرئيسي العالمي: ٤٦٦ ليكسينغتون أفينو، الطابق الرابع، نيويورك، ١٠٠١٧ رقم الهاتف: ٠٠٣٠٨٨٥٠٣٠٠ +١٢١٢٨٨٥٠٣٠٠ ("الطرف الثاني / الطرف المستلم")

Introduction

تمهيد:

It is expected that the first party may disclose ("confidential information") to the second party ("Confidential information") means any information in connection with the ("purpose"), which is of a confidential nature irrespective of whether it is marked as such To ensure the protection of such information, it is agreed that

فانه من المتوقع أن يفصح الطرف الأول للطرف الثاني عن ("معلومات سرية") ويقصد بها أي معلومات متعلقة بالغرض ذات طبيعة سرية بغض النظر عن وصفها بـ ("السرية") وقت الإفصاح من عدمه

ورغبة في حماية تلك المعلومات من الإفصاح غير المرخص أو الاستفادة منها في غير الغرض فقد اتفق الطرفان على ما يلي:

1 Confidentiality

١ السرية

1.1 The receiving party agrees:

١.١ يوافق الطرف المستلم على ما يلي:

a) To keep the disclosing party's confidential information confidential.

(i) الإبقاء على سرية المعلومات المفصح عنها من قبل الطرف مقدم هذه المعلومات؛

b) Not to use the disclosing party's confidential information except in connection with the purpose

(ب) عدم استخدام المعلومات السرية الخاصة بالطرف مقدم المعلومات إلا فيما يخص الغرض

c) Not to disclose the party's confidential information to anyone else

(ج) عدم الإفصاح عن المعلومات السرية الخاصة بالطرف مقدم المعلومات إلى الغير

1.2 Each party agrees that it will keep the purpose and the existence of this agreement confidential.

١.٢ يوافق كلا الطرفان على الحفاظ على غرض ووجود هذه الاتفاقية بسرية تامة

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

In the name of Allah, Most Gracious, Most Merciful

[logo:]

Ministry of Economy and Planning — Shared Support Services

٣-١ لا تسري هذه الاتفاقية على المعلومات التالية:

(أ) المعلومات المتوفرة للجمهور؛

(ب) المعلومات التي تم الحصول عليها من طرف ثالث لا يملك أي التزام بالسرية فيما يتعلق بهذه المعلومات؛ أو

(ج) المعلومات المعروفة مسبقاً من قبل الطرف المستلم

٣-٢ لا يوجد أي قيد في هذه الاتفاقية يمنع الطرف المستلم من الإفصاح عن المعلومات السرية

(أ) في حال قيام الطرف مقدم المعلومات بمنح موافقته الخطية المسبقة؛ أو

(ب) إلى المحامين التابعين له؛ أو

(ج) إذا كان الإفصاح مطلوباً بموجب القانون أو اللوائح أو المتطلبات المهنية

٣-٣ يضمن الطرف المستلم للمعلومات السرية بأنه في حال تلقى أي طرف ثالث مثل تلك المعلومات السرية عن طريقه مستنداً لأحكام البند ٣-٢ (ب) فإن ذلك الطرف الثالث سيلتزم بأحكام السرية و ذلك قبل الإفصاح عنها

٣ This agreement will not apply to information which

a) Is publicly available; or

b) Has been received from someone else who owes no duty of confidence in relation to it; or

c) Was already known by the receiving party

٤ Nothing in this agreement will prevent the receiving party from disclosing confidential information

a) If the disclosing party has given its prior written consent; or

b) To its lawyers; or

c) If the disclosure is required by law, regulation or professional requirements

٥ The receiving party will ensure that anyone who receives confidential information under clause ٤ (b) is bound by confidentiality obligations before the confidential information is disclosed

٢ مدة الاتفاقية

٢-١ تسري هذه الاتفاقية اعتباراً من تاريخ التوقيع عليها من قبل الطرفين وتستمر حتى إشعار آخر مع مراعاة أي اتفاقية لاحقة يتم إبرامها بين الطرفين فيما يتعلق بالغرض، والتي تتضمن الالتزامات المتعلقة بحماية المعلومات السرية عندئذ تحل الاتفاقية اللاحقة محل هذه الاتفاقية اعتباراً من تاريخ سريان الاتفاقية

2 Term

2.1 This agreement will come into effect on the date of signature by both parties and will continue indefinitely, subject to any subsequent agreement entered into between the parties in relation to the purpose which includes obligations relating to the protection of confidential information. The subsequent agreement will then replace this agreement with effect from the starting date of that agreement

دبي - ا.ع.م.
Dubai - U.A.E.
C.W.Hill & Knowlton Ltd. (Dubai Br.) Legal Office

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

In the name of Allah, Most Gracious, Most Merciful

[logo:]

Ministry of Economy and Planning

Shared Support Services

٢.٢ Following a written request from the disclosing party, the receiving party will, as soon as practicable, either destroy or return all confidential information to the disclosing party or, in the case of electronic copies of confidential information, delete them or make them reasonably inaccessible. However, Ministry of Economy and Planning may retain a copy of the confidential information for the Ministry internal purposes

٢-٣ بناءً على طلب خطي من الطرف مقدم المعلومات يقوم الطرف المستلم، في أقرب وقت ممكن عملياً، إما بإتلاف أو إعادة كافة المعلومات السرية إلى الطرف مقدم المعلومات وفي حال كانت تلك المعلومات في شكل نسخ إلكترونية، يقوم بحذفها أو اتخاذ الإجراءات الكفيلة بجعلها غير متاحة. ومع ذلك، قد تحتفظ وزارة الاقتصاد والتخطيط بنسخة من المعلومات السرية لأغراض أعمالها الداخلية.

٣ General

This agreement forms the entire agreement between the parties relating to confidential information disclosed in connection with the purpose. It replaces any earlier agreements, representations or discussions. Neither party excludes liability for any fraud.

٣ أحكام عامة

تُشكل هذه الاتفاقية الاتفاق الكامل بين الطرفين فيما يتعلق بالمعلومات السرية التي تم الإفصاح عنها بخصوص الغرض، وتحل محل أي اتفاقيات وعمليات تمثيل أو مناقشات سابقة. لا يستثني الطرفان من المسؤولية عن أي عملية احتيال.

٤ Governing law and jurisdiction

This agreement and any dispute arising from it, whether contractual or non-contractual, will be governed in accordance with the laws of Kingdom of Saudi Arabia and be subject to the exclusive jurisdiction of the Kingdom courts

٤ القانون المطبق والسلطة القضائية المعتمدة

إن هذه الاتفاقية وأي نزاع ينشأ عنها، سواء كان شكل تعاقدي أو غير تعاقدي، ستخضع إلى قوانين المملكة العربية السعودية والسلطة القضائية الحصرية لمحاكم المملكة

تم التوقيع لصالح وبالنيابة عن وزارة الاقتصاد والتخطيط
من قبل: الأستاذ/ عبد العزيز بن راجح الراجح
المسمى الوظيفي: وكيل الوزارة لخدمات الدعم المشتركة
التاريخ: / /٢٠١٧م
التوقيع:

تم التوقيع لصالح وبالنيابة عن شركة هيل أند نولتون ستراتيجيز المحدودة
من قبل الأستاذ/ جيمس فولر
المسمى الوظيفي: نائب الرئيس التنفيذي، مستشار أول للشؤون العامة
التاريخ / /٢٠١٧م
التوقيع:

دبي - ا.ع.م.
Dubai - U.A.E.

Hill & Knowlton Ltd. (Dubai Br.) Major Office

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

In the name of Allah, Most Gracious, Most Merciful

[logo:]

Ministry of Economy and Planning Shared Support Services

Table of contents

- Main contract document
- Article I: Purpose of the Contract
- Article II: Scope of Work
- Article III: Contract Documents
- Article IV: Contract Term
- Article V: Liability and Guarantee of Works
- Article VI: Intellectual Property
- Art5icle VII: Guarantee and Warranties
- Article VIII: Consultant's Staff
- Article IX: Settlement of Consultant's Entitlements upon contract Termination
- Article X: Contract Value
- Article XI: Payment Method
- Article XII: Consultant's Undertakings
- Article XIII: Contract Law
- Article: XIV: Disputes Settlement

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

In the name of Allah, Most Gracious, Most Merciful

[logo:]

Ministry of Economy and Planning

Shared Support Services

Main contract document

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

In the name of Allah, Most Gracious, Most Merciful

[logo:]

Ministry of Economy and Planning Shared Support Services

"Draft Plan of Strategic Communication and Marketing for the National Center for Privatization"

First Section- Main contract document

With Allah's help (the Almighty):

This agreement has been made in the City of Riyadh on Tuesday 25/09/1438A.H; corresponding to 20/06/2017G.

By and between:

First: the Ministry of Economy and Planning; headquartered in: the City of Riyadh, P.O.Box 358, Riyadh, 11182, Tel.: 4011444, Fax: 4052051; represented in signing of this contract by Mr./ Abdulaziz Bin Rageh Al Rageh in his capacity as the Deputy Minister for shared support services. (Hereinafter referred to as the employer (The First Party))

Second: Hil& Knowlton Strategies Limited

- Address: World headquarters: 466 Lexington Avenue, 4th floor, New York 10017, Tel.: +12128850300.

The authorized signatory is: James Foler (the second party).

The expression of "the second party" includes the second party's successors and permitted assigns.

The first party desires to execute the project of (Plan of Strategic Communication and Marketing for the National Center for Privatization). The second party submitted a bid to perform, execute and complete such services after consideration of the contract terms, all documents attached thereto, the noble order No. (44643) dated 15/09/1437A.H. on the national transformation program which includes a number of initiatives which execution is proposed within (five) years, to commence from the current financial year (1437/1438A.H) and of the noble order No. (60871) dated 25/12/1437A.H. which includes the exception of insurance, contracting and payment processes from the Governmental Competitions and Procurements Law and the executive regulations thereof.

Whereas the bid submitted by the second party was accepted by the employer in accordance with the award letter No. (3800439045) dated 24/09/1438A.H.,

Therefore, the above parties have agreed as follows:

Article I: Purpose of the Contract

The purpose of this contract is to execute the project (Plan of Strategic Communication and Marketing for the National Center for Privatization). This includes provision of services, personnel, staff and all required objects to perform and complete the works stated in the contract documents and the temporal, additional and complementary services and the

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

amendments the first party asks the second party to perform in accordance with the terms and documents of the contract.

Article II: Scope of Work

The second party shall perform the contract in accordance with the following scope.

Outputs and schedule:

Phase	Outputs	Delivery date
2017	• Social Media and Content Strategy. Support for the first five months from the date of notice of Public Authority for Sport against those who oppose privatization. This includes linking the Public Authority for Sports with the National Center for Privatization and the related third party.	30 June
	• The first phase of strategic consultations	31 July
	• Presentation letter and development plan	31 July
	• A plan for development of the Media and the social media	15 July
	• Content management and development of the site of the National Center for Privatization	31 July
	• Essential toolkit of National Center for Privatization	31 July
	• Notice of the Public Authority for Sports against those who oppose privatization	31 July
	• Strategic consultations	31 August
	• Results of the mission and presentation development	16 August
	• Media training	18 August
	• Essential toolkit of National Center for Privatization	16 August
	• Results of development of the tools of the Media and the social media	31 August
	• Content management and development of the site of the National Center for Privatization	22 August
	• Securing the interaction and the paid participation of effective third parties.	31 August
	• Videos	15 August
	• International social media strategy and management of social platforms	31 August
	• Preparation of promotional campaigns	31 August
	• Strategic consultations	30 September
	• Support entity privatization (including messages, presentation, press releases and common questions) (establishment of the basic materials)	30 September
	• Media training	15 September
	• Basic toolkit of the National Center for Privatization	9 September
	• Videos	30 September
	• Maintaining the participation of the media and of effective persons from the United States of America,	30 September

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

In the name of Allah, Most Gracious, Most Merciful

[logo:]

Ministry of Economy and Planning Shared Support Services

	London and the Kingdom of Saudi Arabia	
	• Securing the interaction and paid participation of effective third parties.	30 September
	• International social media strategy and management of social platforms	30 September
	• Strategic consultations	31 October
	• Supporting entity privatization (including messages, presentation, press releases and common questions) (establishment of the basic materials)	15 October
	• Maintaining the participation of the media and of effective persons from the United States of America, London and the Kingdom of Saudi Arabia	31 October
	• Securing the interaction and paid participation of effective third parties..	31 October
	• International social media strategy and management of social platforms	31 October
	• Strategic consultations	30 November
	• Supporting entity privatization (including messages, presentation, press releases and common questions) (establishment of the basic materials)	15 November
	• Maintaining the participation of the media and of effective persons from the United States of America, London and the Kingdom of Saudi Arabia	30 November
	• Securing the interaction and paid participation of effective third parties.	30 November
	• International social media strategy and management of social platforms	30 November
	• Strategic consultations	31 December
	• Supporting entity privatization (including messages, presentation, press releases and common questions) (establishment of the basic materials)	15 December
	• Maintaining the participation of the media and of effective persons from the United States of America, London and the Kingdom of Saudi Arabia	31 December
	• Securing the interaction and paid participation of effective third parties.	31 December
	• International social media strategy and management of social platforms	31 December
	• Strategic consultations and supporting publicity of the entity	31 January
	• Supporting entity privatization (including messages, presentation, press releases and common questions) (establishment of the basic materials)	31 January
	• Maintaining the participation of the media and of effective persons from the United States of America, London and the Kingdom of Saudi Arabia	15 January
	• Securing the interaction and paid participation of effective third parties.	31 January

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

	• International social media strategy and management of social platforms	31 January
	• Strategic consultations	28 February
	• Supporting entity privatization (including messages, presentation, press releases and common questions) (establishment of the basic materials)	15 February
	• Maintaining the participation of the media and of effective persons from the United States of America, London and the Kingdom of Saudi Arabia	28 February
	• Securing the interaction and paid participation of effective third parties.	28 February
	• International social media strategy and management of social platforms	28 February
	• Strategic consultations	31 March
	• Supporting entity privatization (including messages, presentation, press releases and common questions) (establishment of the basic materials)	15 March
	• Maintaining the participation of the media and of effective persons from the United States of America, London and the Kingdom of Saudi Arabia	31 March
	• International social media strategy and management of social platforms	31 April
	• Strategic consultations	30 April
	• Maintaining the participation of the media and of effective persons from the United States of America, London and the Kingdom of Saudi Arabia	30 April
	• Securing the interaction and paid strategic participation of International social media and management of social platforms.	30 April

The second party shall also:

1. Provide the project outputs in Arabic (the translation shall be correct and accurate, in the case of translation from another language.
2. The second party shall develop a clear plan to deliver project outputs to the first party and to transfer the knowledge, information and training to management staff related to the project. A written approval shall be obtained from the persons concerned at the Ministry to prove the complete receipt of project's outputs.
3. The second party shall determine the work team that will be assigned with work on the project (names and positions) and shall provide the first party with their resumes and the time each member of the team will be committed to the project. Further, no member may be changed unless a written approval is obtained from the Ministry.
4. The second party shall appoint a project manager whose assignments shall be clearly identified to follow up the project and to submit the requested reports.
5. The second party undertakes that the expected outputs of the project have not been obtained from another project executed for another governmental body. Otherwise, the second party shall state this matter before contracting.

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Article III: Contract Documents

1. This contract is composed of the following documents:
   a- Basic contract document
   b- Particular terms (if any).
   c- General terms.
   d- Appendices (if any).
   e- Ministry's Award No. (3800439045) dated 24/09/1438A.H.
2. Such documents form an integrated instrument and each one of them is considered a part of the contract to the effect that they are interpreted with and complimentary to the above documents.
3. In the event of contradiction between the provisions of contract documents, the preceding document shall have priority over that which follows it in the order in the first paragraph of this article.

Article IV: Contract Term

1. The second party shall perform and complete the works and services stated in the contract and appendices thereof, within 360 days beginning from 20/06/2017G., corresponding to 25/09/1438A.H. This period includes Fridays, feasts and public holidays.
2. If the second party delays performance of works and of the contract services, it shall pay the delay penalty stipulated in the elevenths (11) article of the general terms of the contract.
3. The second party shall not be liable, in any manner, for any violation or delay in performance of the services stated in the contract and appendices hereof and shall not pay any fine if such violation or delay results from or because the failure of the first party to perform its liabilities stated in article (14) of the general conditions of the contract related to assistance of the second party.
4. If the project period is extended for a reason not attributed to second party's default, under an official letter sent from the Ministry to the supplier, the second party shall continue the performance of the project with the same rates as agreed upon with no increase; provided that the Ministry shall send an official letter to the second party and that related change orders are made as common at the Contracts Department; taking all legal procedures into consideration.

Article V: Liability and Guarantee of Works

The second party guarantees the works and services, subject of the contract, properly and in accordance with the specifications agreed upon. Further, the second party shall be liable for any damage which occurs as a result of its errors in any of the submitted outputs, in accordance with article (9) and article (10) of the general conditions.

Article VI: Intellectual Property

[stamp]
[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

All final versions of materials, reports, representations which will be prepared by the second party and submitted to the first party "deliverables" are in the sole ownership of the first party when it pays the total value of the contract.

The second party shall maintain the right of included intellectual property, including its knowledge of work principles, analytic concepts, trends, methodologies, forms, processes, deductions, ideas and templates developed by the team of the second party when completing clients' works or during making of researches "second party's methodology" and during provision of services.

The second party may develop or promote its general knowledge which shall be considered within the scope of second party's methodology. The second party undertakes to transfer the ownership of a limited, permanent, world and irrevocable license which is not subject to royalties and is not inclusive or transferable to the first party for the purpose of usage, execution, reissuance, offering, payment, internal distribution and preparation for works derived from the methodology of the second party in conjunction with the usage of deliverables to complete the purposes related to the internal works of the first party only.

The first party undertakes not to redistribute the deliverables beyond its scope in whatever manner, to be attributed to the second party, without getting the written approval of the latter. For avoidance of doubt, the deliverables may be redistributed, so long as the name of the second party is not included with the materials to be distributed. The first party undertakes that the second party shall not be responsible for any damage it incurs or any claims submitted by the first party or by any other party because of disclosure of such materials or for any related act or for third party's usage of materials, within its businesses or its dependence thereon. Further, the first party undertakes to indemnify, defend and discharge the second party of any or all the claims, losses, actual or threatened expenditures incurred by the second party as a party or a witness with regard to the disclosure, usage or dependence on such materials or any matters related thereto.

Article VII: Guarantees/ Warranties

The second party guarantees that it will perform services in accordance with the agreed upon specifications efficiently and proficiently and will honor the highest standards of professional care and skill and will abide by the best professional practices adopted by professionals in provision of the present services in similar circumstances. With exception of the rights stipulated by applicable laws as non-transferable or non-restricted by the provisions of the contract, the second party undertakes that it will not provide any guarantees or waive any other guarantees expressly whether such guarantees are expressed or implicit and including any guarantee for validity of placement in the market or capacity to perform in specific purpose.

Article VIII: Second Party's Staff

[stamp]
[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

The second party (if Saudi) undertakes to appoint qualified Saudi personnel.

Article IX: Settlement of Second Party's Entitlements upon Contract Termination

If the first party withdraws works and terminates the contract under article (17) of the general conditions, the entitlements of the second party shall be settled against completed works and in accordance with the documents submitted by the latter to prove such entitlements.

Article X: Contract Value

1. The total value of the contract is (SR7.500.000) (only seven million five hundred thousand Saudi Riyal) against execution of the contract terms.
2. Without prejudice to the provisions of article thirteen (13) of the general conditions of the contract, such total value shall be subject to increase and decrease under the ground of the change in the actual works performed by the second party in accordance with the contract and with the additional and complimentary works and amendments performed by the second party upon the request of the first party within the scope of the limits stipulated in the conditions of the contract.
3. If the second party is not Saudi, this contract shall be subject to a withholding tax of 5% in accordance with the Saudi Laws.

Article XI: Payment Method

The first party shall pay the contract value in the manner and at the times stipulated in the twelfth (12) article of the general conditions of the contract against second party's performance and completion of the agreed upon works as follows:

Phase	Outputs	Unit price	Total price
June	• Social Media and Content Strategy. Support for the first five months from the date of notice of Public Authority for Sport against those who oppose privatization. This includes linking the Public Authority for Sports with the National Center for Privatization and the related third party.	1.125.000	1.125.000
July	• The first phase of strategic consultations	150.000	
	• Presentation letter and development plan	75.000	
	• A plan for development of the Media and the social media	56.250	
	• Content management and development of the site of the National Center for Privatization	37.500	431.250
	• Essential toolkit of National Center for Privatization	75.000	
	• Notice of the Public Authority for Sports against those who oppose privatization	37.500	
August	• Strategic consultations	131.250	
	• Results of the mission and presentation development	75.000	

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

In the name of Allah, Most Gracious, Most Merciful

[logo:]

Ministry of Economy and Planning Shared Support Services

	• Media training	75.000	
	• Essential toolkit of National Center for Privatization	187.500	
	• Results of development of the tools of the Media and the social media	131.250	
	• Content management and development of the site of the National Center for Privatization	56.250	928.125
	• Securing the interaction and the paid participation of effective third parties.	46.875	
	• Videos	168.750	
	• International social media strategy and management of social platforms	56.250	
September	• Strategic consultations	112.500	
	• Support entity privatization (including messages, presentation, press releases and common questions) (establishment of the basic materials)	28.125	1.096.875
	• Media training	56.250	
	• Basic toolkit of the National Center for Privatization	75.000	
	• Videos	112.500	
	• Maintaining the participation of the media and of effective persons from the United States of America, London and the Kingdom of Saudi Arabia	543.750	
	• Securing the interaction and paid participation of effective third parties.	75.000	
	• International social media strategy and management of social platforms	93.750	
October	• Strategic consultations	112.500	
	• Supporting entity privatization (including messages, presentation, press releases and common questions) (establishment of the basic materials)	28.125	
	• Maintaining the participation of the media and of effective persons from the United States of America, London and the Kingdom of Saudi Arabia	450.000	721.875
	• Securing the interaction and paid participation of effective third parties.	75.000	
	• International social media strategy and management of social platforms.	56.250	
November	• Strategic consultations	112.500	
	• Supporting entity privatization (including messages, presentation, press releases and common questions) (establishment of the basic materials)	28.125	
	• Maintaining the participation of the media and	423.750	688.125

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

In the name of Allah, Most Gracious, Most Merciful

[logo:]

Ministry of Economy and Planning Shared Support Services

	of effective persons from the United States of America, London and the Kingdom of Saudi Arabia		
	• Securing the interaction and paid participation of effective third parties.	75.000	
	• International social media strategy and management of social platforms	48.750	
December	• Strategic consultations	112.500	538.125
	• Supporting entity privatization (including messages, presentation, press releases and common questions) (establishment of the basic materials)	28.125	
	• Maintaining the participation of the media and of effective persons from the United States of America, London and the Kingdom of Saudi Arabia	300.000	
	• Securing the interaction and paid participation of effective third parties.	52.500	
	• International social media strategy and management of social platforms	45.000	
January	• Strategic consultations and supporting publicity of the entity	112.500	
	• Supporting entity privatization (including messages, presentation, press releases and common questions) (establishment of the basic materials)	28.125	
	• Maintaining the participation of the media and of effective persons from the United States of America, London and the Kingdom of Saudi Arabia	337.500	598.125
	• Securing the interaction and paid participation of effective third parties.	75.000	
	• International social media strategy and management of social platforms	45.000	
February	• Strategic consultations	112.500	
	• Supporting entity privatization (including messages, presentation, press releases and common questions) (establishment of the basic materials)	28.125	
	• Maintaining the participation of the media and of effective persons from the United States of America, London and the Kingdom of Saudi Arabia	318.750	556.875
	• Securing the interaction and paid participation of effective third parties.	52.500	
	• International social media strategy and management of social platforms	45.000	
March	• Strategic consultations	112.500	421.875

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

	• Supporting entity privatization (including messages, presentation, press releases and common questions) (establishment of the basic materials)	28.125	
	• Maintaining the participation of the media and of effective persons from the United States of America, London and the Kingdom of Saudi Arabia	343.750	
	• International social media strategy and management of social platforms	37.500	
April	• Strategic consultations	112.500	
	• Maintaining the participation of the media and of effective persons from the United States of America, London and the Kingdom of Saudi Arabia	243.750	393.750
	• Securing the interaction and paid strategic participation of International social media and management of social platforms.	37.500	
	Total	SR7.500.000	

Note: The payment stated in the above table shall become due if the second party performed the contract in accordance with its terms and conditions, including provision of the agreed upon persons within the scope of work and their performance of their assignments; provided that the project manager appointed by the Ministry (the authorized person) approves the works completion certificate. The dues shall be paid within thirty days from the date works completion certificate is approved.

Article XII: Second Party's Undertakings

1- Without prejudice to the provisions of laws, the second party undertakes that:

a- It will not pay or award any sum of money or benefit and will not promise any person with any such payment or award in order to win the tender and obtain this contract.

b- It will not refer to the type, description or the number stated in producers' lists.

2- The second party undertakes to notify the first party and to inform it, before signing of this contract, of the works or services performed or that would be performed by the second party and would have a negative effect on its contract.

3- The second party undertakes that he is aware that the incorrectness of any of the above representations or failure to abide by its undertakings or concealment of any information it undertook to disclose will make it subject to the laws applicable in the kingdom, such as bribery combating law, forgery combating law, commercial fraud combating law and other laws and instructions.

Article XIII: Contract Law

This contract is subject to the laws applicable in the Kingdom of Saudi Arabia which govern interpretation and execution hereof and any cases arising hereunder.

In witness whereof, the parties have signed this instrument

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

In the name of Allah, Most Gracious, Most Merciful

[logo:]

Ministry of Economy and Planning Shared Support Services

Article: XIV: Disputes Settlement:

Any settlement arising out of application hereof which is not settled between the parties shall fall under the jurisdiction of Ombudsman's Office, which judgment shall be final.

In witness whereof, the parties have sign four copies hereof in the place and the date stated above.

Allah is the Grantor of Success...

The First Party: the Ministry of Economy and Planning	**The Second party:** Hil& Knowlton Strategies Limited
Name: Mr./ Abdulaziz Bin Rageh Al Rageh	**Name: Mr./ Jammes Foler**
Capacity: Deputy Minister for Shared Support Services	**Capacity: Vice Chief Executive Officer and Senior Advisor for Social Affairs**
[signature]	**[signature]**
[Seal:] Kingdom of Saudi Arabia- Ministry of Economy and Planning	**[Seal:]** Hil& Knowlton Strategies Limited

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

In the name of Allah, Most Gracious, Most Merciful

[logo:]

Ministry of Economy and Planning

Shared Support Services

General Conditions

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

In the name of Allah, Most Gracious, Most Merciful

[logo:]

Ministry of Economy and Planning Shared Support Services

Second Section

General conditions

Article I: Definitions:

1- The following words and expressions shall have the meanings assigned to each of them, unless otherwise expressed or required by the context.

a- Employer (The first party):

The ministry which called for tenders for performance of the works and the services stated in tender documents. This expression includes the employer's successors and assigns.

b- Supplier or Consultant (The second party):

The person whose bid was accepted by the first party, including its representatives, successors and assigns approves by the first party.

c- Services:

All the services that shall be performed and secured by the second party hereunder.

d- Works:

All the works that shall be performed or executed hereunder.

e- Approval:

The written approval, including the written approval following any previous oral approvals.

2- Words in singular imports the plural and vice versa if required by the context.

3- The titles and margins in the contract shall not be considered upon interpretation hereof.

Article II: Second Party's Liability of Claims

This is a contract of supplied services. Thus the second party provides the services as independent contractor who works for its own account. Accordingly, the first party is not the master or principal of the second party, though the control and guidance authorities it has, whether concerning the relationship between the parties or for third parties. Thus, the second party is fully liable for all the services it provides and their consequences or claims.

Article III: Performance of Works and Services

The second party shall perform the services in accordance with the following:

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

a- The second party shall perform all professional works necessary for the project and shall execute such works in accordance with the highest professional standards and in the manner and technique that are professionally common.
b- The second party shall study the project and the size of its different elements in accordance with the requirements of the first party; taking into consideration the achievement of such requirements within the limits of the economic cost which commensurate with the nature of the project. Further, the second party shall develop a clear concept with regard to the appropriate method of the agreed upon services and shall study the cost rates expected for such works when the project is completed. Additionally, the second party shall express its conceptions with regard to the best materials, equipment and devices that would be used in the project to achieve the most competitive costs in the agreed upon services.

Article VI: Transfer to Third Parties

The second party may not transfer the contract or any part hereof to third parties, without obtaining a prior written approval from the first party. Nonetheless, the second party remains jointly liable towards the first party with the transferee, for performance of the contract or any part hereof.

Before approval of the contract or any part hereof, the governmental body shall:

a- Identify the reasons of transfer request and whether the contracting party has previously transferred any other contracts or not, under an acknowledgment to be submitted by the contracting party to such governmental body.
b- The transfer shall be under an agreement to be made by and between the parties to transfer to set their liabilities towards the governmental body, i.e. the owner of the project. The agreement may only be in effect after approval by the governmental body and its consent to the transfer.
c- The transfer shall not cause damage to the project because of performance with low prices.
d- The transferee contractor shall fulfill the terms of dealing with the government and shall be classified within the field and degree of transferred work.

Article V: Subcontracting

The second party shall not subcontract for performance of all or part of the works and services; subject of the contract- unless otherwise stated in the contract- without obtaining the written approval of the first party. Nonetheless, such approval shall not exempt the second party of the responsibility and liabilities under the contract. The second party shall remain fully liable under the contract for each act, error or negligence by any sub- supplier, agent, employees or workers.

Article VI: Commitment with Laws and Decisions:

[stamp]
[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

1- The second party shall abide by the provisions of the contract and by all the laws, orders, decisions, rules and regulations and shall state this in its contracts approved by the first party with any of the transferee or subcontracted parties and with the personnel thereof. In case of any problem in this regard, the second party shall consult the first party before taking any procedure or act.
2- The foreign second party shall assign a Saudi supplier with no less than 30% of the contract works. The first party may exempt the foreign party from such liability totally or partially if it proves that there are no works that may be executed by a Saudi Supplier or if the percentage of such works is less that 30%.
3- The national manufactures and products and those which have a national origin shall have priority. This includes the products and services of other countries which are considered as national products and services in accordance with the rules of priority of national products. This shall be stated in the conditions and specifications of the works to be performed.
4- The second party shall give national commodities and products the priority and shall honor such priority not only with regard to the commodities and documents it purchases on its own accord but shall state such commodities and products particularly in any specifications prepared upon execution of the works.
5- The second party shall use the Saudi Arab Airlines for any movements of its employees and workers and for any transfer related to execution of the contract based upon the available flights and the requirements and conditions of the contract.
6- The second party shall use the Saudi maritime means for transfer of the materials and equipment necessary for execution of the contract whenever this is possible.

Article VII: Import Laws and Provisions

The second party undertakes that it is aware that the laws and provisions of import and customs in the Kingdom of Saudi Arabia are applicable for supply and shipment of any products or parts of the products to or from the kingdom; including the provisions related to import ban.

Article VIII: Second Party Personnel

1- The second party shall employ specialists and technicians in performance of the services and shall ensure the sufficient number thereof in its offices and work sites. Further, the second party shall give priority to the qualified Saudis.
2- The second party shall appoint one of its technical staff as a project manager; provided that such person shall have appropriate qualifications and shall be available in the office of the second party along the period of the contract. Appointment of such person shall be after obtaining the prior written approval of the first party. Upon the instructions of the first party, the second party shall replace its project manager with another qualified member as approved by the first party.
3- The second party shall be fully liable for the payment of all entitlements of its workers with regard to performance of contract works. If the second party fails to pay such entitlements after a month from receiving a written notice thereof, the first party shall

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

have the right to pay them directly and deduct from any amounts due to the second party or any entitlements due to it with other governmental bodies through the competent bodies.

4- The second party shall ensure that its Saudi and non-Saudi personnel work as full timers and shall provide evidence on this to the first party.

Article IX: Second Party's Liability for Works

1- The second party shall be liable for the damage that would result from any errors in the designs or specifications developed by it. First party's approval thereof does not exempt the second party from such liability.
2- The second party shall be responsible for all consequences of claims by third parties because of its infringement of any right, privilege, design or trademark.
3- The second party shall bear the effects of the damage that would be incurred by third parties because of the performance of the liabilities subject of the contract.

Article X: Period of Works Guarantee by the Second Party

The second party shall bear liability of consequences of preparation of studies, ownership and confidentiality of documents and information and of any defect in the studies and designs prepared for it for the project, even if the first party has allowed such studies and designs, unless it was informed with the damage in writing before approving the work.

Article XI: Delay Penalties and Deduction

If the second party delays performance of its liabilities, it shall be subject to a fine of one percent (1%) of the value of the delayed works per month; provided that the fine shall not be more than ten percent (10%) of the value of the contract, unless such delay was because of a force majeure, an emergency or for any reason beyond the control of the party contracting with the government.

Article XII: Payment Method

a- The first party may pay the second party an advanced payment on account which does not exceed five percent (5%) of the value of the contract after signing the same; provided that the value of the payment shall not exceed fifty million Riyals or equivalent. The second party shall provide the first party with a bank guarantee with the same amount. Such 5% shall be deducted from second party's entitlements on installments commencing from the first payment, in accordance with the conditions stated in the executive regulations.
b- The advanced payment shall be paid from entitlements of the contracting parties in accordance with the provisions of article (thirty eight) of the law, without prejudice to the following:

1. Ensuring the availability of the necessary financial liquidity in the allocated credit stated opposite to the text of payment of the advanced payment in the tender conditions.

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

2. The value of the advanced payment shall be paid after the contracting party submits guarantee thereof and shall be deducted on installments from its entitlements with a percentage equaling the percentage of the advanced payment of each payment as of the first payment.
3. No advanced payment may be paid upon renewal or extension of the existence contracts or upon the assignment with additional works.
4. The conditions related to guarantee of the advanced payment, as stated in article (thirty eight) of the law and article (fifty two) of the regulations shall be honored.
5. Entitlements of the contracting party shall be paid in accordance with the completed works or services in proportion of the volume of the completed works of the stated elements of the phase and with the fees schedule, prices category and work schedules which have been agreed upon, after taking off any other fines or deductions, pursuant to conditions of the contract; provided that the payment period shall not exceed thirty days from the date the project manager (the authorized person) approves works completion certificate.
6. The final payment which shall not be less than five percent (5%) of the value of the contract or of the value of the completed services shall be paid after the second party performs all of its liabilities and provides a certificate from Zakat and Income authority to prove the payment of the due Zakat or tax and a certificate from the Public Institution of Social Security to prove that it paid all dues under the law.

Article XIII: Increase or Decrease of Second Party's Liabilities

The first party shall have the right to increase the second party's liabilities with no more than ten percent (10%) of the value of the contract. Further, the first party may decrease such liabilities with no more than twenty percent (20%) of the value of the contract with the same contracted prices.

Article XIV: First Party's Liabilities and Responsibility to Assist the Second Party

1- The first party shall provide the second party with the information it has which are necessary to prepare the designs along with the statement of the approved needs, within ten working days from the date of contract commencement. The first party shall, within ten working days, decide the options provided by the second party with regard to the design basics and the subsequent phases, within ten working days from the date the first party is notified thereof, in writing. If the designs are submitted to the first party, it shall be liable to decide them and express its opinion with regard to any amendments it deems necessary within ten working days from the date they are submitted.
2- The first party shall assist the second party to obtain the following, within the limits of the applicable laws, instruction and orders:
   a- Visas, work permits and residence of second party personnel and their families, as appropriate and in accordance with the applicable laws, order, rules, and regulations in the Kingdom of Saudi Arabia.
   b- Custom clearance of equipment and tools necessary for the second party or for its employees; provided that the second party shall pay the due fees under the law and

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

that the fees are returned when the equipment and tools are re-exported after completion of work.

c- Access to the places and sites at which the services are executed.

The liability of the first party under these paragraphs shall be restricted to assistance of the second party as stated above. The second party shall remain primarily liable for procuring of such matters.

Article XV: Second Party's Liability for Provision of Support Services

The second party shall procure for itself and its personnel or equipment, transfer means and services which enable them from performance of the liabilities hereunder.

Article XVI: Termination of the Contract by the First Party

The first party shall have the right to terminate second party's contract on its own accord and at its discretion, at any time, without notifying the second party or getting its approval, provided that the termination shall be subject to the following:

a- The first party shall pay the second party the remaining part of the total actual and due fees under the contract which equal the services it performed before termination.

b- The first party shall compensate the second party for the actual expenditures the latter incurred; provided that it provides supporting official documents.

Article XVII: Settlement of Second Party's Entitlements if the Contract is Terminated

1- The governmental body may withdraw the work from the contracting party, terminate the contract and then perform the works on its account while maintaining the right of recourse on the contracting party with the due compensation for the damage they incurred as a result, in any of the following cases:

a- If it is established that the contractor attempted by itself or through a third party, directly or indirectly, to give bribe to an employee of any of the bodies subject to the provisions of this law or obtained the contract by bribe.

b- If the second party delays commencement of work or its performance or violates any of the conditions of the contract and failed to repair such conditions within ten days from the date it is notified in writing with the necessity of repair.

c- If the second party assigns the contract or enters into subcontract without obtaining a prior written approval from the governmental body.

d- If the second party is bankrupt, requests announcement of its bankruptcy, if its insolvency is proved or an order was issued to appoint a receiver on it or if its company is dissolved or liquidated.

e- If the contractor dies, and the personal qualification of such contracting party were considered in the contract. The governmental body may continue the contract with the heirs if they have the sufficient technical or financial guarantees. The executive regulations state the necessary procedures for the matters stated in the above paragraphs.

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

2- The work shall be withdrawn from the contracting party by a resolution from the competent minister or the head of the independent department. Such contracting party shall be notified thereof with a registered letter.

3- The governmental body shall retain the entitlements of the contracting party whose works have been withdrawn. The guarantee submitted by such contracting party shall be extended in order to remain valid until a final resolution is taken for confiscation thereof to cover their claims towards the contracting party, pending making of the final settlement of the project works.

4- If the governmental body decides to perform the works on account of the contracting party, the performance shall be subject to the terms and specifications subject of the contract made with the contracting party from whom the works were withdrawn.

a- The governmental body shall agree with the bidder who comes after the first contracting body in order to perform the works with the same contract prices. If such bidder does not agree, the governmental body shall make negotiations with the other bidders, in order. If the contract prices are not approved, the body shall make negotiations with all the bidders in order for the works to be performed with no more than the applicable prices.

b- If the governmental body fails to perform the works in accordance with paragraph (a) of the present article, the works shall be performed by direct purchase, if their value is within such authority provided that it shall not exceed the applicable prices.

c- If the governmental body fails to perform works in accordance with the matters stated in the above (a and b) paragraphs of this article, the withdrawn works shall be placed on general tender.

d- If the value of the withdrawn works is no more than one thousand Riyals, the governmental body may procure their performance as they deem appropriate; provided that the applicable prices are not exceeded.

5-

a- A record shall be drafted in cooperation with the contracting party from whom the works have been withdrawn or representative thereof. Such record shall state the project condition upon withdrawal and the tools, materials and equipment at the site. If the contracting party or representative thereof fails to attend after being notified, it shall not have the right to object to the contents of the record.

b- The contracting body shall have the right to retain the materials and equipment which are at the site. After settlement of account and payment of the amounts resulting thereof, the contracting party from whom the works have been withdrawn shall have the right to recover its equipment and machines.

c- The contracting body shall have the right to use the materials and equipment to complete performance of the withdrawn works, after establishment of their condition in accordance with paragraph (a) of this article, provided that the value of the materials and the fees for usage of the equipment shall be estimated in accordance with the applicable prices.

6- The contractor from whom the works are withdrawn shall bear all differences resulting from performance of such works, on its accounts.

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

7- The governmental body may procure the project or the contract works by itself and may assign a consulting office to do so if they find that this would achieve a better interest for the project.
8- If the contracting party dies and if its personal qualifications are considered in the contract and its heirs lack the desire to continue performance of the contract, the contract shall be terminated and all works performed shall be determined along with the materials at the site under a record to be signed by representative or attorney of the heirs. The final guarantee shall be released after settlement of all rights and liabilities resulting from the contract.

Article XVIII: Termination or Withdrawal of the Contract and Consequences Thereof

If the second party loses its artificial character or fails, for a reason beyond its control, to provide its services, becomes bankrupt or if a receiver is appointed on its assets, this contract shall be terminated. In this case, the first party shall pay the value of the completed services within the limit of its benefit thereof, against delivery of available drawings or documents to the first party.

If the second party suspends provision of services with no legal cause, if it is proved during the work progress that the second party is performing the works in a defective manner or in a manner contradicting the contract or if the second party fails to abide by any condition or provision that shall be honored under the contract, the first party may serve a written notice by registered mail on the second party to repair such situation within fifteen days. If such period expired without repair, the first party may terminate the contract or perform the services on account of the second party while maintaining the right of recourse on the second party in any case.

Article XIX: Second Party's Rights if the First Party Fails to Perform

If the first party violates any of the liabilities stipulated herein, the second party may not suspend performance or terminate the contract. However, the second party shall have the right to claim compensation for any losses or damage that may have been incurred.

Article XX: Ownership and Confidentiality of Plans, Drawings and Other Documents

1- All the information, data, drawings, documents and outputs prepared by the second party for performance of the services and works, subject of the contract are the pure ownership of the first party, including the rights of publication. The second party shall not have the right to use them unless for performance of services and works. Further, all information, data, drawings, documents and outputs of the first party which may be possessed by the second party or may come to its knowledge shall remain the pure ownership of the first party when the entire value of the contract is paid. The second party may not use the above unless for performance of the services and works of the contract.
2- Except the first party agrees in writing and in advance, the second party shall ensure that the contracts of its subcontractors stipulate that they shall exert all efforts in order not to exploit or disclose any data, drawings, documents or other information at any time before

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

or after completion of the services and works or after termination of the contract in any manner, whether written or oral which would be processed by them or to which they may have access with regard to the contract, the services, the work, secrets, dealings, transactions or affairs of the first party to any person. This applies to the second party, its workers and attorneys. However, if such exploitation or disclosure is necessary for the second party to perform its liabilities hereunder or for any of the sub suppliers or personnel to perform their liabilities under the contracts made with each of them, this condition shall not apply.

3- The second party may not take, or allow any of its workers and subcontractors to take any photos for the project or any part thereof, without obtaining the prior written approval of the first party. Further, no photos for the project or any part thereof may be used for purposes of publicity, without obtaining the prior written approval of the first party.

Article XXI: The Damage to Individuals and Properties

Without prejudice to the ninth article, the second party shall be fully liable and shall fully indemnify the first party and its workers for any losses, damage or injuries incurred because of the second party (including death) with regard to individuals (including but not limited to the first party's workers) or properties, including but not limited to the properties of the first party or of its workers which may arise totally or partially in relation to second party's performance of services hereunder or out of the performance or execution hereof or failure to perform or execute the other liabilities hereunder, if such losses are caused by the second party or any of its workers or by their contribution. The second party shall pay the first party and its workers a compensation which includes all the losses, liabilities, costs, claims, acts that may arise as a result of the above losses, damage or injuries or related thereto. However, the said compensation does not apply to such cases in which the losses, damage or injuries result from any act or negligence on the part of the second party, its personnel or representatives.

Article XXII: Licenses, Registration Documents and Permits

The second party shall, within the period of the contract, obtain all the licenses and registration documents necessary for performance of its works and for provision of services, on its own account. Further, it shall ensure validity of such documents which include, but are not limited to: the commercial register, the license to practice the profession and the other documents and licenses required. The second party shall give the first party copies of such licenses, registration documents, permits or evidence that they have been obtained, renewed or that alternate of them has been obtained.

Article XXIII: Language of the Contract

1- The Arabic language approved in interpretation and execution of the contract. Nonetheless, the parties may use any foreign language to draft the contract or any part thereof beside the Arabic language. In case of any contradiction between the Arabic

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM

and the other text, the Arabic text shall rule. Further, the specifications written in Arabic shall govern the contract.

2- Correspondences related to this contract shall be in Arabic. However, the supplier may use any foreign language, with translation into Arabic on its own account; provided that the Arabic text shall prevail in case of any difference.

Article XXIV: Settlement of disputes

The Ombudsman's Office in the Kingdom of Saudi Arabia shall have the jurisdiction to settle all the disputes and claims arising out of performance of this contract, related thereto or arising out of its termination.

Article XXV: Notices

All notices, claims and statements related hereto shall be in writing in Arabic language and shall be delivered to the other party at the headquarters stated herein, with a receipt of the delivery site. Further, they may be sent to such headquarters by registered mail, fax or telegram, as the case maybe, provided that evidence on delivery is obtained. If the second party changes its current address stated in the contract, the new address may not be applicable unless it is within the Kingdom of Saudi Arabia and the first party is notified with such change fifteen days at least before the change thereof is affected.

In witness whereof, the parties have sign four copies hereof in the place and the date stated above.

Allah is the Grantor of Success...

The First Party: the Ministry of Economy and Planning	**The Second party: Hil& Knowlton Strategies Limited**
Name: Mr../ Abdulaziz Bin Rageh Al Rageh	Name: Mr./ Jammes Foler
Capacity: Deputy Minister for Shared Support Services	Capacity: Vice Chief Executive Officer and Senior Advisor for Social Affairs
[signature]	[signature]
[seal: Kingdom of Saudi Arabia- Ministry of Economy and Planning]	[seal: Hil & Knowlton Strategies Limited]

[stamp]

[initial]

Received by NSD/FARA Registration Unit 01/05/2018 1:48:51 PM