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OMB No. 1124-0006; Expires October 31, 2026

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 https://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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://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: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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, FARA Unit, Counterintelligence and Export Control 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
Hill and Knowlton Strategies, LLC

2. Registration Number
3301

3. Primary Address of Registrant
1801 K Street, 9th Floor, Washington, DC 20006

4. Name of Foreign Principal
Ministry of Environment, Water and Agriculture of the Kingdom of Saudi Arabia through Gulf Hill and Knowlton for Advertising Company Limited

5. Address of Foreign Principal
Imam Abdullah bin Faisal bin Turki Road, Al-Murabba
Riyadh
SAUDI ARABIA

6. Country/Region Represented
SAUDI ARABIA

7. Indicate whether the foreign principal is one of the following:
- ☒ Government of a foreign country [1]
- ☐ 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 _____

8. If the foreign principal is a foreign government, state:
a) Branch or agency represented by the registrant
Ministry of Environment, Water and Agriculture

b) Name and title of official(s) with whom registrant engages
Dr. Osama Ibrahim Faqeeh, Deputy Minister of Environment

1 "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.

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

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

10. 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 ☐

11. Explain fully all items answered "Yes" in Item 10(b).

12. 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.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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.

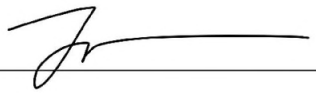
Date	Printed Name		Signature
09/20/2024	Thomas Graziano	Sign	/s/Thomas Graziano
		Sign	
		Sign	
		Sign	

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EXECUTION

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Date	Printed Name	Signature
September 20, 2024	Thomas Graziano	

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OMB No. 1124-0004; Expires October 31, 2026

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 https://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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://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: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control 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 Number
Hill and Knowlton Strategies, LLC	3301

3. Name of Foreign Principal

Ministry of Environment, Water and Agriculture of the Kingdom of Saudi Arabia through Gulf Hill and Knowlton for Advertising Company Limited

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. What is the date of the contract or agreement with the foreign principal? 09/20/2024

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

Registrant's work for Ministry of Environment, Water and Agriculture of the Kingdom of Saudi Arabia ("Ministry of Environment, Water and Agriculture") is through Gulf Hill and Knowlton for Advertising Company Limited and not directly with the Ministry of Environment, Water and Agriculture. As such, there is no formal agreement between Registrant and Ministry of Environment, Water and Agriculture. However, the agreed upon terms and conditions of the engagement are reflected in the attached Purchase Order and Scoping Document (the "SOW").

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

Gulf Hill and Knowlton for Advertising Company Limited has been engaged by the Ministry of Environment, Water and Agriculture to provide public relations services for COP16. Gulf Hill and Knowlton for Advertising Company Limited has engaged Registrant to assist Gulf Hill and Knowlton for Advertising Company Limited with this support, specific to the services outlined in the SOW.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Gulf Hill and Knowlton for Advertising Company Limited has been engaged by the Ministry of Environment, Water and Agriculture to provide public relations services for COP16. Gulf Hill and Knowlton for Advertising Company Limited has engaged Registrant to assist Gulf Hill and Knowlton for Advertising Company Limited with this support, specific to the services outlined in the SOW.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value

1 "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.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

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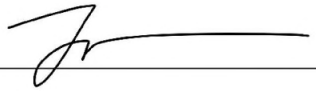
Date	Printed Name		Signature
09/20/2024	Thomas Graziano	Sign	/s/Thomas Graziano
		Sign	
		Sign	
		Sign	

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EXECUTION

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Date	Printed Name	Signature
September 20, 2024	Thomas Graziano	

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Hill & Knowlton

PURCHASE ORDER

Supplier No. 40122526
Supplier Name H+K Strategies - New York (Team - RUH)
825 Third Avenue
New York NY 10022
Payment Terms:30 Days

Purchase Order No.	**401613982**
Preferred Delivery Date	
Approval Date	19/09/2024
Approved By:	s.prasanth@hkstrategies.com
Company Name	GULF HILL & KNOWLTON
Requested By	Ashbeer Kandy
Project No.	40122590
Seller BFC:	ME-RUH
Buyer BFC:	HGULF
Page Number:	1
Created Date:	19/09/2024

Description	Quantity	Unit Price	Line Total USD
SCOPING DOCUMENT Ongoing media (US team) and on-the-ground support 3 months (23 Sep - 23 Dec 2024) Charge to COP16 (Book to WIP)	1.00	100,000.00	100,000.00

Note:"As per the With Holding Tax (WHT) law, 5% deduction is applicable on Saudi Non-Resident payments."

Detailed Scope

1.1 US TEAM

DURING UNGA (23 – 27 September 2024):
- Provide strategic media advisory on outlets and journalists that would be worthwhile approaching for the Saudi Arabia COP16 Presidency.
- Craft targeted pitches and pitch US-based media to secure media opportunities during UN General Assembly week (between 23 and 27 September 2024)
- Prepare journalist background information and additional insights.
- Provide post-event report and analysis.
- Work with Middle East team to coordinate timings on the ground.

POST-EVENT MEDIA SUPPORT (until 13 December 2024):
- Ongoing media support in the lead-up to COP16
- Making recommendations on key US media and other amplification strategies (e.g. podcasts)
- Pitching content pieces and securing coverage of the COP16 event itself as well as key outcomes.

1.2 MIDDLE EAST TEAM

DURING UNGA (23 – 27 September 2024):
- Attending events
- Notetaking
- Staffing interviews
- Researching and pitching US media
- Preparing journalist bios
- Logistical coordination of content flow (photos, social media posts) between New York and Riyadh
- Finalizing written copy
- Securing client approvals
- Media coaching of spokespeople during event

ENDS

ORDER TOTAL	**USD**	**100,000.00**

This Purchase Order is electronically approved and does not require any signature.

Please send all invoices to:
Gulf Hill and Knowlton for Advertising Company Limited

Office 9, 1st Floor, Raden Center, Olaya Street, Additional 2783

P.O.Box 99799, Riyadh 12281, Kingdom of Saudi Arabia.

IMPORTANT: THE ABOVE PURCHASE ORDER NUMBER MUST BE QUOTED ON YOUR INVOICE. NO INVOICE CAN BE ACCEPTED UNLESS THIS INFORMATION IS INCLUDED.

The Order is placed under GULF HILL & KNOWLTONwhich is part of the WPP PLC group and require suppliers to abide by their ethical policies. Please refer to www.wpp.com website for further information.

Please note our terms and conditions of purchase, supplied with this purchase order, on the following pages.

If you have any queries on the terms and conditions of purchase, please contact the issuer of this purchase order.

Name of Signatory
H+K NewYork jeff marcus
jeff marcus (Sep 20, 2024 11:12 EDT)

Frank Annvin
General Manager
H+K Saudi Arabia

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TERMS AND CONDITIONS

PURCHASE ORDER (THE "GENERAL TERMS AND CONDITIONS")

1. Ownership / License: Purchaser is (i) acting as a principal for the benefit of client named on the Order (the "Client") or (ii) acting solely as an agent for the Client (as appropriate). All rights, benefits, privileges and properties vested in Purchaser are for the benefit of the Client and may be exercised (i) by Purchaser where Purchaser is acting as a principal; or (ii) by Purchaser or the Client where Purchaser is acting solely as an agent for the Client. Supplier is acting as an independent contractor, and all persons employed by Supplier in performing its obligations shall not be deemed employees of Purchaser or the Client. Supplier shall make whatever payments may be due to such persons and Supplier will comply with all legislation and governmental regulations and policies, and indemnify and hold harmless Purchaser and the Client against any claims and demands resulting from Supplier's failure to comply with the aforementioned obligation. All materials created under the Order, including without limitation all literary, dramatic, musical or artistic work, sound recordings, films, broadcasts, programmes, layouts, photographs, scripts, ideas, concepts, characters, specifications, graphics, films, software, computer programming, code, designs, graphics, text, audio files, video files, know-how, ideas and information, modifications, inventions or improvements associated therewith and other property or materials furnished hereunder (the "Materials"), are specially commissioned for, but not limited to, inclusion in advertising and/or commercial materials for Client. Subject solely to the limitations specifically set forth on the Order (if any), all Materials shall be deemed to be works commissioned by Client and will be and remain the absolute and exclusive property of Client, its successors and assigns, in perpetuity, notwithstanding anything to the contrary in the UAE Federal law no 7 of 2002 regarding Copyright (or any amendments thereto) . Supplier further agrees to execute and cause others who in any way contribute to the creation of the Materials to execute all further documents that, in the judgment of Client and/or Purchaser, are required or useful to establish, protect or enforce the rights herein granted or confirmed. To the extent necessary to vest full ownership of the Materials with Client, Supplier hereby irrevocably sells, transfers, and assigns all rights, title and interest, including all existing and future copyright in and to the Materials to Client, and its successors and assigns, without limitation. Such rights include, but are not limited to: (a) ownership of all the Materials; (b) the right to use, communicate, publish, display or reproduce the Materials in advertising or for the purposes of trade or for any other purpose whatsoever throughout the world; (c) the right to alter, adapt, retouch, or crop or simulate the Materials in any way; (d) the right to secure copyright in the Materials anywhere throughout the world; (e) the right to license, exploit, sell, assign, or otherwise dispose of the Materials or any of the said rights included therein for any purpose which Purchaser, Client and their assigns and licensees may see fit; and (f) any and all subsidiary rights in the Materials including characters or parts which are contained in the Materials. Without limiting the generality of the foregoing, Supplier hereby waives any and all claims of "moral rights" and other rights of any kind or nature that it has related to the Materials and hereby conveys to Client any such rights of Supplier as may exist without reservation or limitation. Supplier agrees to reasonably cooperate (at Purchaser's expense) in furthering the intent of this Clause 2 and hereby agrees to grant a power of attorney to Purchaser, if necessary, for carrying out the intent of this clause.

Representations and Warranties: Unless otherwise specified on the Order, Supplier hereby represents and warrants: (a) that all assignments, releases, permissions, clearances, consents and waivers (collectively, "Releases") have been obtained, in writing, from any and all persons or companies whose name, likeness, voice, prop, costume, property or other attribute is contained in the Materials provided in connection with this Order and may be used throughout the world and in perpetuity, without limitation, and Supplier shall furnish Purchaser with a copy of such signed Releases; (b) that it has the full and unencumbered right and authority to license, sell or assign the rights herein conveyed (as applicable), or to confirm the Client's authorship and/or ownership of the Materials, and the same may be used, published, communicated, adapted or reproduced for advertising or trade purposes, or for any other purpose whatsoever, without violating any laws or the rights of any third parties; (c) that it has not made and shall not make any disposition of any copyright or other interest in any of the Materials, whether in assignment or encumbrance, and confirms that all copyright and other rights stated herein are subject to the full and exclusive enjoyment by Client; (d) the prices specified in the Order are no less favorable than those which Supplier would be willing to offer to or accept from any other party for the services to be rendered or the goods to be sold and such prices comply in all aspects with the laws, rules and regulations relating thereto; (e) all goods and services provided hereunder will be provided in a professional manner with due care, in compliance with all laws, rules and regulations, and in accordance with all specifications; (f) Supplier will comply with the WPP Code of Business Conduct – Supplier version in connection with the goods and/or services Supplier is providing hereunder; (g) it is free and has full right to enter into this Order and to perform all its obligations hereunder and will comply with all its obligations hereunder and will comply with all applicable local laws, legislation and regulations; (h) it is insured in the manner required; (i) the Materials supplied pursuant to this Order may be used as contemplated by the Client without violating any laws and without violating or infringing any rights of third parties, including personnel and suppliers of the Supplier, and the Materials, services and rights which are provided by the Supplier pursuant to this Order which will become the property of Client shall be free and clear of all liens, encumbrances and claims of any nature; (j) the Materials (in particular, but without limitation, the Digital Content) shall not contain any virus, Trojan horse, worm or other similar harmful or malicious code; (k) Supplier shall comply with the terms and conditions of all applicable third party websites; and (l) it will use reasonable physical and electronic security measures in association with the performance of the services and in handling any Purchaser or Client information appropriate to the nature of such information disclosed to or accessible by Supplier in order to protect such information from unauthorized access, destruction, use, modification or disclosure, and it shall promptly notify Purchaser in writing in the event any unauthorized access to information is suspected and permit Purchaser to control any public notifications, with the reasonable assistance of Supplier. For the avoidance of any doubt, Supplier acknowledges that the Purchaser makes no representation or warranty, and shall bear no liability whatsoever, in relation to the accuracy and/or veracity of the Client's materials, Client's public relations statements and any other Client's statements contained or made in the course of the same.

2. Cancellations: Purchaser may cancel this Order at any time until 14 days before the delivery date of the Materials or work covered by this Order, upon written notice to Supplier. Purchaser will not be liable to the Supplier for any payments arising out of such cancellation. It is agreed that time is of the essence and that Purchaser may, at its election, cancel this order or any part thereof without further obligation if this Order is not fulfilled within the time specified or, if no time is specified, within a reasonable time. Supplier may not use or permit the use: A) any part of Materials which show or refer in any manner to Client, its products or services; B) copyrighted music or other literary property owned or licensed by Client or by any third parties; C) talent engaged for the production of Client's Materials (in particular, but without limitation, the Digital Content); or D) any property which, if displayed or exhibited in any manner, could violate the rights of any third parties.

3. Delays: Supplier is required to notify the Purchaser immediately if not able to deliver the work covered by this Order by the specified delivery date. The Purchaser reserves the right, in sole discretion, to accept any delayed work, and the Purchaser's acceptance of Supplier's notice of delay will not constitute the Purchaser waiver of any of the Supplier's obligations, or of any of the Purchaser rights to claim for any loss or damage arising from such delay. If the Purchaser rejects the work covered by this Order because of late delivery, the Purchaser will not be liable to the Supplier for any payments.

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4. Early Delivery: Supplier's signature on the Order confirms Supplier's agreement to the terms herein. Notwithstanding the foregoing, if delivery is made prior to Supplier's signing this Order, Supplier's delivery of the Materials will constitute its unqualified acceptance of all the terms of this Order, including all transfer and/or assignment of copyright in the Materials to Client under Clause 1 above.

5. Order: All orders for items of products and/or services to be supplied shall be given from time to time, in writing, by the Purchaser on the Purchaser's Purchase Order form (referred to herein as "the Order"). The Order shall clearly state the details and nature of the products and/or services to be supplied and shall also state the amount, calculated at the rates specified in the Contract that shall become due to the Purchaser on the satisfactory completion of supply of all products and/or services specified on the Order. On receipt of the Order, the Supplier shall commence supply of the products and/or services referred to therein and complete the same within the deadline stipulated in the Order or on or by such date as the Purchaser shall direct. Supplier is required to issue United Arab Emirates VAT compliant invoice/billing to Purchaser within 14 days after work completion and delivered, failing which the Purchaser has the right to reject invoices and no payment shall be made.

6. Acceptance: The Materials supplied hereunder must comply with Purchaser's specifications and are subject to Purchaser's approval. Purchaser's payment for the Materials shall not constitute its acceptance thereof and the Materials shall be received subject to inspection, approval and privilege of return at Supplier's expense if not in compliance with the specifications hereof. In the event of such return, without limiting any other remedies available to Purchaser, Purchaser shall be entitled to a refund of all amounts paid. Defects are not waived by Purchaser's failure to notify Supplier of such defects upon receipt of the Materials.

7. Assignment and Delegation: This Order or any sums payable hereunder may not be assigned by Supplier without the prior written consent of Purchaser. Where Purchaser is acting solely as an agent for the Client, the Client at any time will have the right to designate any alternative agent in the place and stead of Purchaser, and upon such designation being made, the Order will be read and construed as if the name of the agent so designated by Client were substituted for "Purchaser", wheresoever the same shall appear in this contract. Where Purchaser is acting as a principal, Purchaser may assign this Order or any of its rights, interests or obligations to its successors or assigns at any time.

8. Taxes: Supplier agrees that prices quoted and shown on this Order include VAT or/ all applicable local taxes and other charges. Liability for any taxes and any penalties and interest charges due on these taxes shall be Supplier's sole responsibility. In the event Purchaser is required to pay such amounts for whatever reason, Supplier agrees to immediately reimburse Purchaser therefore. Supplier must provide its VAT tax registration number and (if requested by Client) a copy of its VAT registration certificate. If at any time Consultant ceases to be registered for VAT, it must notify Client immediately.

9. Property: Any and all property of Purchaser or Client, in the possession or control of Supplier, shall be and remain the property of Purchaser or Client (as applicable), and Supplier shall be responsible for any loss or damage occurring to such property while such is in Supplier's possession or control.

10. Right of Audit: Supplier agrees to keep such books and records as shall readily disclose the basis for any charges ordinary or extraordinary billed to Purchaser under this Order, and shall make them available for examination and audit during ordinary business hours on not less than twenty-four (24) hours prior notice, by Purchaser and/or Client or an outside auditor chosen by and paid for by Purchaser and/or Client for a period of three years after receipt by Supplier of final payment under this Order. For such period of three years, Purchaser and/or Client shall have the right to audit (i) the books and records relating to all such charges, and (ii) any other materials related to Supplier's compliance with the terms and conditions of this Order, and Supplier, upon request of Purchaser or Client, shall make all such books and records available for such examination. Supplier agrees to provide reasonable cooperation regarding such an audit, including, without limitation, making Supplier's employees available to answer any questions auditors may have. If, upon such audit, Client or Purchaser shall determine that Supplier's charges exceed the amounts properly chargeable to Purchaser or Client as the case may be, Supplier shall, without limiting Purchaser's other available rights or remedies, promptly refund to Purchaser or Client, as appropriate, the amount of such overcharges.

11. Confidentiality: Supplier covenants and agrees that it will not, at any time, disseminate, reveal or otherwise make available to any person, or use for its own purposes, any information of a proprietary or confidential nature concerning Purchaser or Client obtained by it regarding, but not limited to, trade secrets and confidential information, advertising matters, ideas, plans, techniques and accounts, products, personal data, business, customers or methods of operation, or Materials (referred to herein as "Confidential Information"), except as otherwise required in the performance of its obligations hereunder. Supplier expressly agrees that the existence and negotiation of this Order shall be considered Purchaser's and Client's Confidential Information subject to the restrictions contained in this provision. Supplier further agrees to execute Purchaser's and/or Client's standard confidentiality agreement upon request by Purchaser. The restrictions in this Clause 12 will be in addition to and without prejudice to any other duty or obligations of the Supplier as implied by law and is not exhaustive.

12. Indemnification: Supplier agrees to indemnify and hold harmless Purchaser, Client, and their respective subsidiaries, affiliates, parents, partners, officers, directors, employees, agents, assigns and licensees ("Indemnities") from and against any damages, claims, losses or expenses (including reasonable legal fees and expenses) any of them may incur or be liable for arising out of or resulting from: (a) any breach or alleged breach by Supplier of any representation or warranty made by Supplier hereunder; (b) the performance of this Order by Supplier (including but not limited to Supplier's employees, agents, subcontractors and designees); (c) the use or reproduction in any manner whatsoever, including advertising or trade purposes, of the Materials; and (d) violation by Supplier (or its employees, agents, subcontractors or designees) of the rights of any third party; (e) the Supplier (or its employees, agents, subcontractors or designees) causing any personal injury, including bodily injury, sickness, disease or death, suffered in the course of production; and (f) the Supplier (or its employees, agents, subcontractors or designees) causing injury to or destruction of tangible property, including the loss of use resulting therefrom. In any and all claims against the Indemnities arising in connection with a claim by any employee of the Supplier, any subcontractor of Supplier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits, payable by or for the Supplier or any subcontractor under any statutes or regulations relating to workers compensation disability benefits or other employee benefits

13. Limitation of Liability: IN NO EVENT SHALL PURCHASER OR CLIENT OR ANY OF THEIR RESPECTIVE PARENTS, AFFILIATED COMPANIES, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, LICENSEES OR AGENTS BE LIABLE TO SUPPLIER FOR MORE THAN THE TOTAL AMOUNT ACTUALLY DUE AND PAYABLE TO SUPPLIER AS SPECIFIED IN THE ORDER. UNDER NO CIRCUMSTANCES SHALL PURCHASER OR CLIENT OR ANY OF THEIR RESPECTIVE PARENTS, AFFILIATED COMPANIES, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, LICENSEES OR AGENTS BE LIABLE TO SUPPLIER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING UNDER CONTRACT,

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WARRANTY, OR TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER PURCHASER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

14. Insurance: Supplier agrees that it will at all times maintain a valid insurance policy(ies) from an insurance carrier in respect of its business which is of an insurable nature against damage, liabilities, third party loss and other risks which a company carrying on the same type of business as the Supplier would normally insure (including in accordance with Article 26 of Federal Law No. (6) of 2007, as far as possible). For the avoidance of doubt, this term does not operate to limit or exclude any liability of the Supplier in respect of any and all claims under these Conditions and the Accepted Purchase Order.

15. Payments: Delivery charges must be fully prepaid by Supplier unless other terms are specified herein. Purchaser is acting (i) for the benefit of its Client as a principal or (ii) on behalf of its Client as agent for a disclosed principal (as appropriate) with respect to all matters arising under this Order. Purchaser will make payment of all appropriate sums paid to it by its Client (and Supplier shall look to Purchaser solely to the extent Purchaser was paid by Client), after Purchaser is in receipt of satisfactory materials, Releases and invoices, as herein above described. Any and all additional costs incurred due to changes in this Order specifications/ overages must be submitted in writing and approved by Purchaser along with estimate/explanation and Purchaser is not responsible for any unapproved additional costs. Purchaser shall in no event be liable to Supplier for interest or other late payment charge. All vendors that Supplier hires will bill Supplier directly (as opposed to Purchaser or Client) except as otherwise expressly agreed by Purchaser in writing.

16. Gifts and Conflicts of Interests: Supplier shall not make or offer a gratuity or gift of any kind to Purchaser's employees or their families. Supplier shall not engage in any activity with Purchaser's employees, competitors, or affiliates that could be perceived as creating a conflict of interest situation unless, after full disclosure of all relevant facts, Purchaser agrees that no conflict in fact is present.

17. Miscellaneous: The terms and conditions set forth herein constitute the entire agreement between the parties with respect to the Materials or work to be performed pursuant to this Order and said terms and conditions may not be modified or amended, except by an agreement in writing that specifically references these terms and conditions and that has been signed by Purchaser's authorized representative. It is a condition of this Order that Supplier does not attempt to impose its own terms and conditions on Purchaser, and any attempt by Supplier to unilaterally amend the Order or to impose additional obligations on Purchaser shall be deemed null and void and to be a material breach hereof. No waiver by Purchaser shall be valid unless in writing and signed by Purchaser. Any failure by Purchaser or Client to exercise any rights granted herein upon the occurrence of any of the contingencies set forth in this Order will not constitute a waiver of any such rights upon the recurrence of any such contingency. This Order and all matters or issues collateral thereto shall be governed by and construed in all respects in accordance with the laws of the Dubai International Financial Centre (the DIFC). Any dispute arising out of or in connection with this Order, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The seat, or legal place, of arbitration shall be Dubai. The language to be used in the arbitration shall be English.

18. Severability: If any provision of this Order is held to be invalid, illegal or unenforceable for any reason whatsoever, then not withstanding such invalidity, illegality or unenforceability, such provision shall be enforced to the maximum extent permitted by law and the remaining terms and provisions of this Order shall remain in full force and effect in the same manner as if the invalid, illegal or unenforceable provision had not been contained herein.

19. Software / Hardware: In addition to the terms and conditions herein if the Order requires software or hardware to be provided, then the following shall also be applicable to Supplier: Notwithstanding any other provision herein, to the extent any of Supplier's or any third party's software applications, databases, computer programs (including source code and object code for any such programming), executable code or computer hardware (collectively, "Software/Hardware") are incorporated into the Materials or are otherwise provided hereunder, Supplier agrees to identify any pre-existing Software/Hardware and further agrees that unless otherwise specified in the Order, Supplier grants to Purchaser a perpetual, irrevocable, fully paid-up, royalty free, transferable, sub-licensable (through multiple levels of sub-licensees), worldwide, non-exclusive right and license to use, reproduce, distribute, display and perform (whether publicly or otherwise), transmit, prepare derivative works of and otherwise modify, make, import, export and otherwise use and exploit (and have others exercise such rights on behalf of Purchaser) all or any portion of the pre-existing Software/Hardware incorporated into the Materials or otherwise delivered to Purchaser in connection with the this Order. For clarity, it is understood that, subject to Supplier's rights in all pre-existing Software/Hardware, Purchaser shall own all original Software/Hardware created hereunder and such original Software/Hardware shall be deemed part of the Materials. Supplier represents and warrants that: (a) the Software/Hardware, and the ideas they express, are original and do not violate or infringe the rights of any other party and that it has the unencumbered right and authority to grant all licenses herein granted; (b) that all Software/Hardware provided under this Order will perform in accordance with specifications; (c) that the provision of the Software/Hardware (and Customer's exercise of its license to use the same) will not in any way constitute an infringement or other violation of any copyright, patent, trademark, trade secret or other proprietary or personal rights of any third party or any applicable law or regulation; and (d) that the Software/Hardware shall be free of any virus, Trojan horse, time bomb or other harmful or disabling code.

20. Non-Solicitation of Client: Supplier acknowledges that the Purchaser has an important relationship with the Client which it wishes to sustain. Suppliers hereby undertakes and agrees not to (whether directly or through another entity) approach, negotiate with or enter into any agreement with the Client in relation to the Purpose or any services which are the same as or similar to the Purpose without Purchaser's prior written consent.

21. Data Protection laws and Privacy laws : The Supplier must comply with all applicable law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction including Good Industry Practices related to data protection, privacy and security laws to which it is subject, and not, by its act or omission, cause Purchaser to be in violation of any such applicable data protection, privacy or security laws or regulations, and not, without Purchaser's prior written consent, which may be given or withheld at Purchaser's complete discretion, transfer any Personal Data outside United Arab Emirates . The Supplier must have in place appropriate and reasonable technical and organizational security and data protection measures, which must at the minimum be compliant with all applicable mandatory legal standards and industry security standards, to protect the security of Personal Data and in its use of Personal Data. On Purchaser's request, the Supplier must provide evidence that it has established and maintained such technical and organizational security and data protection measures governing the protection of the security of Personal Data and use of Personal Data.

22. Employment of Minors: Where the services of performers who are minors may be required, and when specifically requested by Purchaser, Supplier agrees to be the employer of record of such minors, and warrants and represents that it will comply with all applicable laws and regulations concerning such employment including but not limited to the UAE Labor Law 1980 and subsequent amendments. If there is any loss or damage to

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Purchaser or the Client due to work stoppage or otherwise arising out of Supplier's failure to obtain all necessary permissions or licenses in accordance with the above-referenced applicable laws and regulations, Supplier agrees to accept full responsibility for such failure and to indemnify Purchaser and its Client to any losses, damages or expenses in connection therewith.

23. Publicity Guidelines: Supplier agrees not to use the name of Purchaser or the Client, the Materials or the product(s) or service(s) advertised in the Material, or any part thereof, to any person other than employees of the Supplier, Purchaser or Client, without Purchaser's prior consent.

24. Equal Employment Opportunity: In connection with its performance hereunder, Supplier agrees not to discriminate against any employee because of race, religion, color, sex or national origin.

ART AND PHOTOGRAPHY

If the Order requires photography, artwork, models or beauty stylist services to be provided ("Art and Photography Orders"), then the following terms and conditions ("Art and Photography Terms and Conditions") shall additionally be applicable without prejudice to the generality of the General Terms & Conditions. In particular, but without limitation, nothing in this section shall be construed as implying or precluding the implication of any term in the General Terms & Conditions in favour of the Purchaser and the Client.

25. Insurance: Supplier agrees that it will at all times maintain insurance policy(ies) from an insurance carrier acceptable to Purchaser sufficient to cover Supplier's obligations under this Order, including, without limitation, Professional (E&O) liability insurance; commercial general liability insurance; and workers' compensation providing statutory benefits and employer liability. Supplier shall provide Purchaser and Client with certificates naming Client and Purchaser as additional insureds on all such policy(ies) upon request.

PRODUCTION OF DIGITAL CONTENT

If the Order requires production of digital content ("Digital Content"), then the following terms and conditions shall additionally be applicable without prejudice to the generality of the General Terms & Conditions. In particular, but without limitation, nothing in this section shall be construed as implying or precluding the implication of any term in the General Terms & Conditions in favour of the Purchaser and the Client.

26. Quality: The material produced hereunder shall be subject to Purchaser's approval and acceptance. Supplier agrees that the Digital Content shall be of first class physical and aesthetic quality, technically correct and of a quality at least equal to current standards for Digital Content created for the Internet and will conform with all technical requirements. The quality and timely delivery of the completed Digital Content is of the essence of this agreement. Supplier will bear any costs resulting from its failure to satisfactorily perform its obligations hereunder.

27. Changes and Variations: If at any time, Purchaser desires to make any changes in or variations from the script(s) or storyboard(s) or specifications of the Digital Content or from any material or work in progress and such changes result in additional costs to Supplier, Supplier agrees to notify Purchaser's authorized representative in writing of the amount of such additional costs before any such additional costs are incurred and to proceed only after receiving written authorization from such representative. Reimbursement for such additional costs shall be payable at the same time as the final payment.

28. Acceptance Testing: Upon the delivery to Purchaser of any Digital Content or deliverable(s), Purchaser shall have thirty (30) days from the receipt to review for performance. Supplier will review Purchaser's objections, if any, and shall have ten (10) days from the receipt of such objections to correct the deficiencies. Upon correction of the deficiencies, Purchaser shall then proceed to re-test and re-evaluate the Digital Content or deliverable. Any failure by Supplier to correct a material deficiency shall be deemed a material breach of this Order, entitling Purchaser to any and all available remedies, including, but not limited to, a refund of the fees paid to Supplier under this Order, the cost of finding an alternative supplier, and termination of this Order. No Digital Content or deliverable shall be deemed to be accepted until Purchaser delivers a written notice of its final acceptance to Supplier. Purchaser reserves the right to withhold payment, reduce the sum payable, or reject the Digital Content without any payment, if the Purchaser considers that the Digital Content is unsatisfactory.

29. Ownership: (a) For clarity, Client (where Purchaser is acting solely as an agent for the Client) or Purchaser (where Purchaser is acting as a principal) shall exclusively own all data generated through, by, or related to use of the Digital Content. Supplier shall only use its employees to create the Digital Content, unless it receives Purchaser's prior written consent. In the event that Purchaser has authorized Supplier to use non-employees to create Digital Content, then Supplier shall first secure from each such individual an agreement in writing that assigns all intellectual property rights in such Digital Content to Client (where Purchaser is acting solely as an agent for the Client) or Purchaser (where Purchaser is acting as a principal) in the same manner as set forth in this section and present such agreement to Purchaser.

(b) Supplier shall retain all intellectual property rights with respect to any intellectual property owned by Supplier prior to entering into this Order, including any code, designs, know-how, software applications, databases, computer programs and/or other materials that are of general applicability to Supplier's business ("Supplier Material"); provided, however, that Supplier shall not incorporate any Supplier Material into the Digital Content without Purchaser's prior written consent. In the event of Purchaser's consent thereto, Supplier shall grant to Purchaser and Client a perpetual, irrevocable, fully paid-up, royalty free, transferable, sub licensable (through multiple levels of sublicenses), worldwide, non-exclusive right and license to use, reproduce, distribute, display and perform (whether publicly or otherwise), transmit, prepare derivative works of and otherwise modify, make, import, export and otherwise use and exploit (and have others exercise such rights on behalf of Purchaser and/or Client) all or any portion of the Supplier Material incorporated into the Digital Content.

30. License and Releases: Supplier agrees to supply to Purchaser prior to delivery to Purchaser of the Digital Content:

(a) signed Licenses, in a form acceptable to Purchaser, obtained from the persons, firms or corporations who own or control any literary, dramatic and/or musical works furnished by Supplier for Digital Content, if any, granting to Purchaser, Client and their licensees a license to use such works, and warranting that such persons, firms or corporations have the right to grant such licenses; and

(b) original copies of signed releases from persons supplied by the Supplier who appear in the Digital Content granting Purchaser, Client and their licensees the irrevocable permission and consent of persons to use their names, likenesses, performance and biographical material concerning them in any way, for advertising, marketing, promotional purposes and purposes of trade, in connection with the Digital Content and the uses thereof contemplated hereunder and in connection with the product(s) advertised herein.

(c) If Supplier is supplying special props/costumes/photographs/artwork ("Special Materials"), Supplier represents and warrants to Purchaser and Client that it has full ownership rights to such Special Materials, and the right to grant unrestricted ownership rights in the Special Materials to

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Client, and the granting of any such rights shall not violate the rights of any third party. Supplier hereby transfers and assigns to Client all rights to the Special Materials, including without limitation, any copyrights or trademarks related thereto.

(d) Without limiting any other provision herein, to the extent Supplier desires to incorporate any third party's software applications, databases, computer programs (including source code and object code for any such programming), executable code or computer hardware, including without limitation free and open source software (collectively, "Third Party Software/Hardware") into the Digital Content or are otherwise provided hereunder, Supplier agrees to identify any Third Party Software/Hardware in writing in advance and will not incorporate such Third Party Software/Hardware in the Digital Content without Purchaser's prior written consent. In the event of Purchaser's consent thereto, Supplier agrees that unless otherwise specified in the Order, Supplier grants to Purchaser and Client a perpetual, irrevocable, fully paid-up, royalty free, transferable, sublicensable (through multiple levels of sublicensees), worldwide, non-exclusive right and license to use, reproduce, distribute, display and perform (whether publicly or otherwise), transmit, prepare derivative works of and otherwise modify, make, import, export and otherwise use and exploit (and have others exercise such rights on behalf of Purchaser and/or Client) all or any portion of the Third Party Software/Hardware incorporated into the Digital Content.

31. Insurance: Supplier agrees that it will at all times maintain insurance policy(ies) from an insurance carrier acceptable to Purchaser sufficient to cover Supplier's obligations under this Order, including, without limitation, Professional (E&O) liability insurance; commercial general liability insurance; and workers' compensation providing statutory benefits and employer liability (as far as possible, insurance obtained by the Supplier under this clause shall be in accordance with Article 26 of Federal Law No. (6) of 2007). Supplier shall provide Purchaser and Client with certificates naming Client and Purchaser as additional insureds on all such policy(ies) upon request

32. Default in Suppliers Payment: Purchaser reserves the right in case of default in Supplier's making payments to any of Supplier's suppliers, performing work on or furnishing material for the Digital Content to be produced hereunder, to (a) pay such suppliers directly, irrespective to any set-offs or counter-claims Supplier may have against suppliers, an amount claimed to be equal to the money owed such supplier by Supplier for work the supplier has performed or material it has furnished with respect to said Digital Content, and such payment shall be deemed payment to Supplier and shall reduce the contract price hereunder, and, at Purchaser's election, have such supplier deliver such Digital Content and all materials relating thereto directly to Purchaser (and Supplier hereby expressly authorizes such delivery) or (b) terminate this Order without any further obligation to Supplier and Supplier shall immediately return to Purchaser the Digital Content and all materials relating thereto.

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SCOPING DOCUMENT

PROJECT:	UNCCD COP16 Riyadh
PROJECT SCOPE:	Ongoing media (US team) and on-the-ground support (seconded Middle East team)
START DATE:	23 September 2024
COMPLETION DATE:	23 December 2024
DURATION:	Three (3) months
BUDGET:	$100,000 (split - $50,000 US team | $50,000 Dubai secondment team

1. PROJECT BACKGROUND

UNCCD COP16 stands for the 16th Conference of the Parties (COP) of the United Nations Convention to Combat Desertification (UNCCD).

UNCCD is one of the three major treaties known as the Rio Conventions – alongside climate change and biodiversity – and is the only internationally legally binding framework set up to address the problem of desertification.

Three major UN conferences, all occurring in Q4 of 2024, will ensure it is a busy period for multilateral environmental engagements. ***A critical challenge will be avoiding conference fatigue, and ensuring audiences and potential attendees see COP16 in Riyadh as a "must-attend" event. Our aim is to make this "COP for land" bigger and better than any that have come before it.***

While little has been discussed in the public sphere of what needs to happen to achieve the UN pledge of restoring 1.5 billion hectares of land by 2030, the UNCDD COP16 will see key industry players come together to accelerate action to curb land degradation, drive conservation and restoration and build drought resilience, particular in those countries most severely impacted in the Global South.

COP16 Riyadh will unite stakeholders to accelerate global land restoration efforts, leaving a legacy of action for land restoration and drought resilience.

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2. Activity support:

2.1 US TEAM

DURING UNGA (23 – 27 September 2024):

- Provide strategic media advisory on outlets and journalists that would be worthwhile approaching for the Saudi Arabia COP16 Presidency.
- Craft targeted pitches and pitch US-based media to secure media opportunities during UN General Assembly week (between 23 and 27 September 2024)
- Prepare journalist background information and additional insights.
- Provide post-event report and analysis.
- Work with Middle East team to coordinate timings on the ground.

POST-EVENT MEDIA SUPPORT (until 13 December 2024):

- Ongoing media support in the lead-up to COP16
- Making recommendations on key US media and other amplification strategies (e.g. podcasts)
- Pitching content pieces and securing coverage of the COP16 event itself as well as key outcomes.

2.2 DUBAI TEAM

DURING UNGA (23 – 27 September 2024):

- Attending events
- Notetaking
- Staffing interviews
- Researching and pitching US media
- Preparing journalist bios
- Logistical coordination of content flow (photos, social media posts) between New York and Riyadh
- Finalizing written copy
- Securing client approvals
- Media coaching of spokespeople during event

ENDS

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