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OMB No. 1124-0004; Expires July 31, 2023

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
Daniel J. Edelman, Inc.	3634

3. Name of Foreign Principal
Neom Company

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? 05/19/2022

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

Provide strategic support and counsel, media relations and communications services to raise awareness of the client's technology offerings to U.S. audiences.

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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.

Provide strategic support and counsel, media relations and communications services to raise awareness of the client's technology offerings to U.S. audiences.

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.

Raise awareness of client's technology offerings to U.S. audiences.

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

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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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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 in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

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

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
06/13/2022	Raquel daFonseca	/s/Raquel daFonseca

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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
June 13, 2022	Raquel daFonseca	Raquel daFonseca

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NEOM COMPANY
and
DANIEL J EDELMAN, INC

AMENDMENT NO. 2 To Holding Company Launch – International PR Agency

Project Name:	**Holding Company Launch – International PR Agency**
Contract No:	**1100004378 - 4100004259**

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AMENDMENT AGREEMENT

This amendment agreement (this "**Amendment Agreement**") is made on the last date written on the signature page(s) hereto between:

(1) **NEOM COMPANY**, a joint stock company duly licensed under the laws of the Kingdom of Saudi Arabia, pursuant to license number 1010504644 and having its physical address at the Information Technology and Communications Complex, Building IN-01, Al Nakheel District, P.O. Box 10, Riyadh 11411, Kingdom of Saudi Arabia ("**NEOM**");

and

(2) **Daniel J. Edelman, Inc.**, duly licensed under the laws of Delaware, United States, pursuant to licence number 3634 and whose address is 200 E Randolph Street, Floor 62, Chicago, Illinois, 60601 (the "**Service Provider**"),

each a "**Party**" and together the "**Parties**".

WHEREAS

(A) The Parties entered into the 1100004378 - 4100004259 - Holding Company Launch – International PR Agency dated 19 November 2021 regarding launching, building, and maintaining NEOM's Technology and Digital Holding Company (the "**Original Contract"**).

(B) The Parties entered into an amendment agreement on 16 December 2021 to amend the scope of services in the Original Contract.

(C) The Parties now wish to further amend the Original Contract with effect from the Effective Date as set out in this Amendment Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **DEFINITIONS**

In this Amendment Agreement, unless the context otherwise requires capitalised terms have the meaning given in the Original Contract.

2. **AMENDMENT OF ORIGINAL CONTRACT**

2.1 With effect from the last signing date (the "**Effective Date**"), the Original Contract shall be amended as set out in Annex A to this Amendment Agreement.

2.2 Except as expressly set forth in this Amendment Agreement, the Original Contract continues in full force and effect. This Amendment Agreement and the Original Contract shall be read and construed as one document and all references to the Original Contract shall, unless the context otherwise requires, mean the Original Contract as amended by this Amendment Agreement. Clause 25 (Notices), Clause 26 (Miscellaneous) and Clause 27 (Governing Law and Dispute Resolution) of the Original Contract (including any provisions relating to authority to enter into such provisions) will apply, in their entirety, to and be incorporated in this Amendment Agreement, *mutatis mutandis*, as if they had been fully set forth herein.

[The remainder of this page is left intentionally blank.]

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IN WITNESS WHEREOF, the Parties hereto have signed this Amendment Agreement on the last date written below.

NEOM COMPANY

Name: Beverly Rider

Signature: Beverly Rider

Title: CCO, Neom Tech & Digital

Stamp:

Date: Jun 1, 2022 | 10:05 ABST

DANIEL J EDELMAN, INC.

Name: Vik Tohan

Signature: VikramTohan

Title: CFO/EVP Finance

Stamp:

Date: 5/19/22

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ANNEX A

Schedule of Amendments

1. Clause 3 (Term) of the Contract Agreement of the Original Contract is hereby deleted and replaced in its entirety with the below:

   This Contract will have effect on and from the Effective Date and will continue in full force and effect for a period of eight (8) months (the "**Term**"). The Client will have the option to extend the Term for an additional period of twelve (12) months upon providing notice to the Service Provider no later than thirty (30) calendar days prior to the end of the initial Term.

2. Clause 6 (Date for Commencement and Completion) of the Contract Agreement of the Original Contract is hereby deleted and replaced in its entirety with the below:

   "The Commencement Date of the Services will be the Effective Date (the "**Commencement Date**"). The Date for Completion of the Services will be 30 June 2022 (the "**Date for Completion**"), as may be adjusted in accordance with this Contract."

3. Schedule 2 (Schedule of Rates) of the Original Contract is hereby deleted and replaced in its entirety with the below:

No.	Description	Unit Price (SAR) excluding WHT	Qty	Price (SAR) including WHT of 5%, excluding VAT
1	Communications Strategy pre/post launch	56,254.75	2	118,134.98
2	Media engagement/management	318,776.95	6	2,008,294.79
3	Thought Leadership Program	0.00	0	0.00
4	Influencer Program	206,267.43	6	1,299,484.81
5	Day to day account management	28,127.38	6	177,202.49
6	Press Release writing/editing	13,126.11	12	165,388.99
7	Media Monitoring	56,254.75	6	354,404.93
8	Weekly/monthly Reporting	11,250.95	6	70,880.99
9	Narrative and Messaging	168,764.76	1	177,203.00
10	Event support - on the ground	0.00	0	0.00
11	Content Development	37,503.17	6	236,269.97
12	Crisis support	18,751.58	6	118,134.95
13	Variation (Professional fees, FII expenses, PR Newswire)		1	897,000.00
Total Contract Lump Sum Amount (SAR), including WHT, excluding VAT				**5,622,399.88**

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