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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? 03/30/2023

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

Provide NEOM executives social media services and support of their social media engagement for a 36 month period.

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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 counsel, social media strategy, and content and social media tool kit creation.

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.

Provide services for NEOM Tech & Digital executive social media channels including strategy, counsel and content creation.

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, 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 ☐ 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	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

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
04/18/2023	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
4-18-23	Raquel DaFonseca	

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NEOM TECH AND DIGITAL COMPANY

and

Daniel J Edelman, Inc.

SERVICES AGREEMENT (SHORT FORM)

Project Name:	**1100010653 - 4100011354 - Executive Social Media Agency Services 2023 (US)**
Contract No:	**1100010653**

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PRIVILEGED AND CONFIDENTIAL

SERVICES AGREEMENT

CONTRACT AGREEMENT

This services agreement is made on the last date written on the signature page(s) hereto (the **"Effective Date"**) between:

(1) **NEOM TECH AND DIGITAL COMPANY**, a single-shareholder company duly incorporated under the laws of the Kingdom of Saudi Arabia, under commercial registration number 3550138270 and having its registered address at 4758 - AlKhuraybah, 9136, P.O. Box 49643, Tabuk, Kingdom of Saudi Arabia and having a share capital of SAR 500,000 fully paid (which expression shall include its successors in title and permitted assignees) (the **"NEOM T&D"** or "**Client**") (which expression will include its successors in title and permitted assignees); and

(2) **Daniel J Edelman, Inc.** doing business as Edelman, a corporation duly incorporated under the laws of Delaware, United States, under commercial registration number 3634 and having its registered address at 111 N Canal Street, Floor 11, Chicago, Illinois, 60601 (the "**Service Provider**"),

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

WHEREAS

(A) The Client requires services, with respect to the concept, development and delivery of Social Media deliverables for Tonomus as part of the development of the Project. The Services are defined in detail in the Terms and Conditions.

(B) The Client has selected the Service Provider to provide the Services.

(C) The Service Provider has agreed to provide the Services on the terms set out in this Contract in consideration for the Contract Price.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS

In this Contract, unless the context otherwise requires capitalised terms have the meaning given in the Terms and Conditions.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents and any inconsistency or discrepancy between these documents will be resolved in the following order of priority:

(i) this Contract Agreement which sets out some of the key terms agreed between the Parties in this Contract;

(ii) the Contract Data;

(iii) the Terms and Conditions; and

(iv) the Schedules.

3. TERM

This Contract will have effect on and from the Effective Date and will continue in full force and effect for a period of twelve (12) 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.

4. SERVICES

The Service Provider will perform the Services in accordance with the terms set out in this Contract. If, before the Effective Date, the Service Provider performs any of the Services following written instruction to commence and proceed from the Client, those Services will be governed by this Contract and will be deemed to be performed pursuant to this Contract.

5. CONTRACT PRICE

In consideration of the Service Provider's satisfactory performance of the Services, the Client will pay the Service Provider a fee in accordance with Schedule 2 attached hereto and the terms of this Contract (the "**Contract Price**").

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6. DATE FOR COMMENCEMENT AND COMPLETION

The Commencement Date of the Services will be the Effective Date (the "**Commencement Date**"). The Date for Completion of the Services will be 31 January 2026 (the "**Date for Completion**"), as may be adjusted in accordance with this Contract.

IN WITNESS WHEREOF, the Parties have signed this Contract on the last day and year written below.

NEOM TECH AND DIGITAL COMPANY

Name: Beverly Rider

Signature: DocuSigned by: Beverly Rider EF44EF06D37D487...

Title: CEO, Tonomus Venture Studio

Stamp:

Date: 30-Mar-2023

Daniel J Edelman, Inc.

Name: Matthew A. Streit

Signature: Matthew A. Streit

Title: Managing Director

Stamp:

Date: 3/27/2023

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CONTRACT DATA

	ISSUE	DETAIL	
1.	**Contract Name/No**	1100010653	
2.	**Client Address** (Parties and Clause 25)	Attention	Anthony Ward
		Address	As stated in the Contract Agreement
		Telephone	+966550548489
		Email	anthony.ward@neom.com
3.	**Service Provider Address** (Parties and Clause 25)	Attention:	Vik Tohan
		Address	As stated in the Contract Agreement
		Telephone	(202) 439-0271
		Email	vik.tohan@edelman.com
4.	**Service Provider's Representative** (Clause 1.1)	Matthew A. Streit	
		Address	1875 I St. NW, Suite 900, Washington, DC 20006
		Telephone	(202) 439-0271
		Email	matt.streit@edelmanega.com
5.	**Warranty Period** (Clause 14)	Not applicable.	
6.	**Prolonged FM Period** (Clause 22.6)	The Prolonged FM Period will be: (a) fifteen (15) calendar days if the original Date for Completion is less than six (6) months from the Effective Date; or (b) thirty (30) calendar days if the original Date for Completion is six (6) months or more from the Effective Date, from the date on which the affected Party gives notice of the Force Majeure in accordance with Clause 22.5 and the date on which the Force Majeure actually prevents the affected Party's ability to perform its obligations, whichever is the later.	
7.	**Periodic Reports** (Clause 2.4)	The Service Provider will provide the required reports monthly.	
8.	**Payment Terms - invoices** (Clause 10.3.1)	The Service Provider will issue invoices monthly.	
9.	**Payment Terms - currency** (Clause 10.4.1(C))	The currency will be US Dollar.	
10.	**Insurance** (Clause 13 and Schedule 3)	As per Clause 13 and Schedule 3.	

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TERMS AND CONDITIONS

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Contract, unless the context otherwise requires:

"Affiliate" with respect to a Party means a public, private, governmental or commercial company or other entity that Controls, is Controlled by, or is under common Control with, such Party and/or a shareholder of such Party;

"Authority" means any government, semi or local government, statutory, public or other authority or body having jurisdiction over the Client, the Service Provider, the Project or the Services (or anything in connection with any of them);

"Background IP" has the meaning given to it in Clause 18.1;

"Business Day" means any day which is an official business day of the Client;

"Certificate of Insurance" is the document providing evidence that required insurance coverage, endorsements and limits have been purchased by the Service Provider;

"Change in Law" means with respect to a law governing this Contract:

(a) its introduction; or

(b) its amendment, change, modification or repeal,

after the start of the Term which has a material adverse effect on the Service Provider's performance of its obligations under this Contract and which the Service Provider could not reasonably have foreseen at the start of the Term;

"Client's Representative" means the person appointed by the Client to act as its representative in respect of this Contract and whose name the Client may notify to the Service Provider from time to time;

"Client Supplied Information" means any information, documentation, data and IP Rights (including information stored or transmitted into a computer, database or any other device by electronic means) supplied or made available to the Service Provider by or on behalf of the Client at any time and whether or not contained in this Contract;

"Commencement Date" means the date by which the Services will commence as set out in the Contract Agreement;

"Confidential Information" means all information, documentation, data and IP Rights (including information stored or transmitted into a computer, database or any other device by electronic means) relating to the Client, its Affiliates, agents and contractors or this Contract which is provided to or obtained by the Service Provider including any document or data marked "Confidential" or any information, document or data which the Service Provider has been informed is confidential or which the Service Provider ought reasonably comprehend that the Client would regard as confidential;

"Contract" means, collectively, the Contract Agreement, Contract Data, Terms and Conditions, and Schedules attached hereto, as set out under Clause 2 of the Contract Agreement;

"Contract Agreement" means the form of contract signed by the Parties which forms part of this Contract;

"Contract Data" means the information and the terms and conditions set out in the Contract Agreement;

"Contract Price" means the amount set out in Schedule 2 attached hereto that the Client will pay the Service Provider for satisfactory performance of the Services, as amended in accordance with this Contract;

"Control" means the power to direct the management and policies of a company or other entity, directly or indirectly, whether through the ownership of shares, the use of voting rights, by contract or otherwise;

"Date for Completion" means the date by which the Services will be completed as set out in the Contract Agreement;

"Dispute" has the meaning given to it in Clause 27;

"Documents" means all documents including bill of quantities, drawings and sketches, maps, plans, photographs, specifications, calculations, reports, computer software, databases, manuals, as built documents, models, three-dimensional works pertaining to geography or topography or other

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architectural works, technical and design documents and any other copyright works prepared by or on behalf of the Service Provider for the benefit of the Client pursuant to this Contract;

"Force Majeure" has the meaning given to it in Clause 22.1;

"Good Industry Practice" means the practices which are generally engaged in or observed by reputable international contractors regarding services of a similar complexity, scope, nature and purpose to the Services and acting in good faith in accordance with the requirements of the laws of the Kingdom of Saudi Arabia;

"GOSI" means the General Organization for Social Insurance of the Kingdom of Saudi Arabia;

"Heritage" means any immovable, buried or submerged objects such as urban and rural ruins, burials, stone structures, rock art and inscriptions and any related architectural elements and movable objects such pottery, metallic works, stone tools or bones;

"Income Tax Law and Income Tax By-Laws" means the relevant laws of the Kingdom of Saudi Arabia governing income tax and withholding tax or any other applicable taxes in the Kingdom of Saudi Arabia;

"Insurance Policies" means the insurance policies requested by the Client mandated by law and specified in Clause 13 that the Service Provider will effect with approved insurers in accordance with Clause 13;

"IP Rights" means all intellectual property rights including, without limitation, patents, utility models, rights to and in inventions, (whether patentable or not), copyrights and neighbouring and related rights, trademarks, service marks, logos, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information, know how, industrial designs, internet domain names, trade dress, URLs, social media handles and accounts, websites, fictitious business names, trade secrets and the designs contained within them and any other intellectual property rights, in each case, whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

"Materials" has the meaning given to it in Clause 18.2;

"Project" means the NEOM project being developed by the Client in the Kingdom of Saudi Arabia;

"Prolonged FM Period" has the meaning given to it in the Contract Data;

"Resources" means equipment, materials, facilities, premises, utilities, transport, accommodation, stationery, staff, manpower, labour, professional services, administration services and research material;

"Rules" has the meaning given to it in Clause 27.1.1;

"SCCA" has the meaning given to it in Clause 0;

"Schedule" means a schedule to this Contract;

"Security Interest" means any bill of sale, mortgage, charge, lien, pledge, hypothecation, title retention arrangement, trust or power as, or having effect as, security for any payment obligation or for observing any other obligation;

"Service Provider's Representative" means the person appointed by the Service Provider to act as its representative in respect of this Contract as named in the Contract Data or any replacement notified by the Service Provider to the Client from time to time;

"Services" means the services to be performed by the Service Provider as described in Schedule 1 attached hereto;

"Site" means the site or premises made, or to be made, available to the Service Provider by or on behalf of the Client in connection with this Contract including the place specified in Schedule 1 attached hereto;

"Sub-Contractor" means a sub-contractor of any tier engaged by the Service Provider in accordance with Clause 21.2 in connection with the performance of the Service Provider's obligations under this Contract;

"Tax" or "**Taxes**" means any tax, charge, impost, tariff, duty or fee of any kind charged, imposed or levied, directly or indirectly, by any governmental instrumentality, including any income tax, VAT, sales tax, stamp duty, import duty, withholding tax (whether on income, dividends, interest payments, fees, equipment rentals or otherwise), tax on foreign currency loans or foreign exchange transactions,

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excise tax, real estate transactions tax, property tax, registration fee or license, water tax or environmental, energy or fuel tax, Zakat and including any interest, penalties or other additions thereon, whether levied by the Government of the Kingdom of Saudi Arabia or any government or tax authority outside the Kingdom of Saudi Arabia;

"Term" will be as defined in the Contract Agreement;

"VAT" means value added tax;

"ZATCA" means the Zakat, Tax and Customs Authority and its ancestor and successor entities responsible for regulating and administering Tax in the Kingdom of Saudi Arabia.

1.2 **Interpretation**

In this Contract, unless the context otherwise requires:

1.2.1 reference to a 'Clause' is a reference to a Clause of this Contract;

1.2.2 headings are for convenience only and will not affect the interpretation of this Contract;

1.2.3 'include' and 'including' or similar expressions are not words of limitation;

1.2.4 any gender includes the other gender;

1.2.5 words in the singular include the plural and vice versa;

1.2.6 if a word or phrase is defined, its other grammatical forms have corresponding meanings;

1.2.7 reference to a 'person' includes a natural person and any organisation or entity having legal capacity and vice versa;

1.2.8 a particular person includes a reference to that person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;

1.2.9 a document includes any variation or replacement of it;

1.2.10 references to time will be to the time of day in the Kingdom of Saudi Arabia;

1.2.11 if a period of time starts on a given day or the day of an act or event, the period of time is to be calculated inclusive of that day;

1.2.12 reference to a 'day', 'month' or 'year' mean a day, month or year in the Gregorian calendar;

1.2.13 a statute, ordinance, code, decree or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

1.2.14 an indemnity, representation or warranty by two or more persons is given by them jointly and each of them individually;

1.2.15 an obligation to act in good faith does not create a fiduciary relationship between the Parties and does not, unless otherwise provided in this Contract, create an obligation to act against the relevant Party's commercial interests;

1.2.16 a 'breach' of this Contract will include any failure by a Party to perform its obligations under this Contract in accordance with any standard, code, protocol, direction or timetable as required by this Contract;

1.2.17 reference to 'cost' includes expense; and

1.2.18 wherever this Contract refers to a period of time by way of notice:

(A) the first day of the notice period will be the day of deemed receipt of the notice in accordance with Clause 25; and

(B) the effective date for the purposes of the subject of the notice will commence on the last day of the period of notice.

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2. THE SERVICE PROVIDER'S OBLIGATIONS

2.1 Standards of Performance

2.1.1 The Service Provider will perform the Services and its other obligations under this Contract in accordance with:

(A) this Contract

(B) Good Industry Practice;

(C) the standards, requirements, protocols and timelines set out in Schedule 1 attached hereto;

(D) the requirements of any Insurance Policies;

(E) all applicable laws and the requirements of any relevant Authorities;

(F) the environmental, health and safety, quality assurance, quality control and Heritage requirements referred to in Clause 9.1 and the Client's health and safety policies and procedures relating to the premises where the Services as notified to the Service Provider from time to time;

(G) the local content requirements attached hereto; and

(H) any instructions and directions of the Client given from time to time in accordance with this Contract.

2.1.2 The Service Provider will satisfy itself as to the nature and scope of the work required by the Services and that its personnel (including any key personnel) possess the appropriate skills and are sufficiently experienced, efficient and qualified to perform the tasks required of them.

2.1.3 The Service Provider will exercise all reasonable skill, care and diligence to be expected of a properly qualified and competent professional contractor experienced in carrying out duties and services of the type comprised in the Services for projects of a similar size, scope and complexity to the Project.

2.2 The Services

The Service Provider will:

2.2.1 commence the Services on the Commencement Date and complete the Services by the Date for Completion;

2.2.2 provide all Resources necessary for the proper execution of the Services;

2.2.3 prepare and submit the Documents in accordance with this Contract and any other requirements of the Client;

2.2.4 ascertain the Client's requirements for the Project and, for that purpose, regularly consult with the Client's Representative; and

2.2.5 regularly consult, interface, cooperate and coordinate with the Client's other consultants and contractors and any other persons as directed by the Client where this is necessary or desirable for the proper performance of the Services.

2.3 Consents

2.3.1 At its own cost, the Service Provider will apply for, obtain and maintain for the duration of the Term all:

(A) consents, approvals, certificates, permits (including employment visas and work permits for foreign workers), licences, statutory agreements and authorisations required by law or any Authority; and

(B) necessary consents, authorisations, permits and agreements from any third parties,

in order to perform the Services.

2.3.2 The Client will not be liable for any delay, cost or expense incurred or suffered by the Service Provider arising from its failure to comply with the requirements of this Clause 2.3.

2.4 Periodic and Other Reports

2.4.1 The Service Provider will provide the Client with periodic reports, at the times set out in the Contract Data, which will include:

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(A) detailed information on the performance of the Services during the relevant period;

(B) any information that this Contract requires to be supplied to the Client; and

(C) any other information that is reasonably required by the Client.

2.4.2 The Service Provider will immediately advise the Client of any matter of significant importance requiring prompt notification to the Client and any decision required by the Client and the deadline for providing it.

2.4.3 The Service Provider will provide the Client with all such other occasional reports as may be reasonably required by Good Industry Practice or the Client acting reasonably, and will provide access to such other information as may be reasonably required by the Client.

2.5 **Compliance and Approvals**

Reviewing or the giving of any approval, consent, comment, instruction, direction or opinion by the Client, the Client's Representative or any other contractor, or consultant, of the Client in connection with this Contract will not relieve the Service Provider of any of its obligations or liabilities under this Contract.

3. THE CLIENT'S OBLIGATIONS

The Client will make the Site available to the Service Provider for the purpose of performing the Services. The Service Provider will not use the Site for any purpose other than for the performance of the Services. The Service Provider is not entitled to exclusive use of the Site.

4. ACCEPTANCE OF SERVICES

4.1 If the Service Provider considers that it has completed the performance of the Services in accordance with this Contract, it will give the Client a notice requesting a review and inspection of the Services.

4.2 Within ten (10) Business Days after receiving a request referred to in Clause 4.1, the Parties will, if so requested by the Client, jointly undertake a review and inspection to determine whether the Services have been completed in accordance with this Contract.

4.3 If, as a result of the review and inspection referred to in Clause 4.1, the Parties identify any outstanding matters to be completed by the Service Provider in order to complete the performance of the Services in accordance with this Contract, the Service Provider will take all measures necessary to promptly complete those outstanding matters at its cost. The Client will promptly notify the Service Provider whether it requires any further outstanding matters to be completed by the Service Provider in order for the Service Provider to complete the performance of the Services in accordance with this Contract.

5. COMPLIANCE AND APPROVALS

5.1 The Service Provider will comply with any resolution, regulation, approval, consent, instruction, resolution, regulation, direction, determination or opinion given by the Client in accordance with this Contract.

5.2 Neither the Service Provider's compliance with Clause 5.1 nor any review or comment, or any failure to review or comment, by the Client of or on any data, document, plan, schedule, programme, report or any other item in connection with this Contract will relieve the Service Provider of any of its obligations or liabilities under this Contract.

6. CLIENT SUPPLIED INFORMATION

6.1 Any Client Supplied Information has been or will be provided only for the Service Provider's convenience, and has not been and will not be relied upon by the Service Provider for any purpose (including entering into this Contract or performing its obligations under this Contract).

6.2 The Client does not assume any responsibility or duty of care with respect to the Client Supplied Information. The Service Provider will make its own assessment on any Client Supplied Information received, which will not relieve, alter, limit or change the Service Provider's obligations under the Contract.

6.3 Except as expressly provided by this Contract, the Service Provider will not be entitled to any claim arising from or in connection with the inaccuracy, incompleteness or inadequacy of the Client Supplied Information or the non-provision of any other information by the Client.

6.4 The Service Provider obtains no IP Rights in the Client Supplied Information and hereby waives any claim to any such IP Rights and, unless otherwise agreed, the Client Supplied Information will only be used by the Service Provider for the purpose of performing the Services.

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7. **RECORDS**

The Service Provider will maintain complete and accurate books and records in connection with the performance of the Services for periods required by law or Good Industry Practice, but not less than seven years after expiry or termination of the Contract. All such books and records will be available for inspection by the Client at all times and the Client will be entitled to take copies of all or any part of such books and records.

8. **PERSONNEL**

8.1 The Service Provider, in performing the Services, will be responsible for the screening, assessing, selecting, hiring, employment, supervision, transportation and the payment of remuneration and associated benefits (including the withholding and remitting of all relevant Taxes, annual leave and sick days) of its personnel. For the avoidance of doubt, none of the Service Provider's personnel will be employed by, or deemed an employee of, the Client.

8.2 The Service Provider will provide sufficient numbers of personnel to properly and diligently complete the Services. Such personnel will be fluent in English, and suitably qualified, experienced and competent to carry out the roles assigned to them. The Service Provider will, at the Client's request, provide the Client with evidence of the competency of such personnel (including details of previous experience and qualifications). The Service Provider will recruit personnel subject to Clause 8.3 and pursuant to the following terms:

8.2.1 The Service Provider will provide full sourcing, screening, assessing, testing and shortlisting of candidates for requisitions activated by the Client's Representative under this Contract. Candidates submitted to the Client must be qualified against the job description requirements, in-budget for the requisition and prepared to work in any of the Client's offices or site locations as required.

8.2.2 The Service Provider will take all reasonable steps for basic screening of all candidates before they are selected for the Client, including:

(A) criminal record checks;

(B) employment checks;

The Service Provider may use a third-party service provider to carry on such checks, with the prior written approval of the Client, in which case the Client will reimburse the Service Provider at cost with no mark-up.

8.2.3 The Client will have the right to participate in any interview to be conducted by the Service Provider either in person, by telephone, video conference, or by any other reasonable means, of any proposed candidate whose resume has been evaluated and judged initially acceptable by the Client without any obligation on the Client to approve the proposed candidate. The Service Provider will inform the proposed candidate about the nature of their relationship with the Client and clarify that they will be employees of the Service Provider (and not the Client), prior to any such interview.

8.2.4 The Client has the sole right at its absolute discretion to accept or reject any proposed candidate after the interview pursuant to Clause 8.2.2.

8.2.5 The Client's Representative will notify the Service Provider when a candidate is approved by the Client. Should the Client reject a proposed candidate, the Service Provider will provide a replacement candidate within a reasonable period of time following receipt of the Client's rejection. Notwithstanding the foregoing, the Client will have the right to terminate the Contract at no cost to the Client following a rejection in accordance with this Clause 8.2.

8.3 In relation to the performance of the Service Provider's obligations under Clause 8.2 and Clause 8.6, the Service Provider will:

(A) obtain the applicable consents from the candidate or such other authorities as may be required by applicable laws and regulations or the Client;

(B) prepare and submit the written result of all checks carried under Clause 8.2.2 upon the Client's request with supporting documents to the Client, provided always that

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the Client will not assume any responsibility or liability for the authenticity and accuracy of such submission; and

(C) cause the candidate to sign a conflict of interest form, confidentiality and non-disparagement undertakings to the reasonable satisfaction of the Client.

8.4 The Client will have the right to approve or not approve any proposed key personnel or other personnel for the Services prior to commencing work.

8.5 Following any such approval from the Client to the Service Provider, the Service Provider will:

8.5.1 use all reasonable endeavours to provide the selected candidate to the Client within a reasonable time.

8.5.2 conduct periodical employee checks and controls in accordance with Clause 8.2, Clause 8.3 and Clause 8.6 on an annual basis without the need for any additional requests or notification from the Client.

8.5.3 submit compliance reports regarding all checks and controls and take all reasonable steps, including signing undertakings or documents, as reasonably required by the Client.

8.6 The Client may, at its sole discretion, request that the Service Provider will conduct further or enhanced screenings of candidates.

8.7 The Client may, at its sole discretion, request the removal or replacement of any personnel at any time during the Term. The Service Provider will provide the Client the credentials and such other documents as set out under Clause 8.3 of a replacement personnel within one (1) Business Day and will provide the replacement personnel within a reasonable time after the Client approves the replacement personnel.

8.8 The Service Provider will give the Client at least twenty (20) Business Days' notice if it intends to replace any key personnel and the Client will have the right to refuse such replacement if it is not satisfied with the ability of the replacement individual. Upon the Client's refusal, the Service Provider will provide within one (1) Business Day an alternate proposal. The Client will not be responsible for any additional costs arising from the replacement of any personnel save as otherwise agreed between the Parties.

8.9 The Service Provider will at all times be responsible and liable for the welfare and all acts or omissions of its personnel and those of its Sub-Contractors. The Service Provider will procure the acknowledgement and disclaimer from each and all selected personnel confirming that such personnel will, at all times during and after the Contract, submit any and all employment claims against the Service Provider and not against the Client.

9. ENVIRONMENTAL HEALTH & SAFETY AND QUALITY ASSURANCE/CONTROL

9.1 The Service Provider will carry out the Services in accordance with all applicable environmental health and safety and quality assurance and quality control and Heritage policies, guidelines, standards, procedures and requirements of the Client and all relevant Authorities (whether contained in applicable laws, protocols, plans, manuals or otherwise) and any other requirement which the Client may notify to the Service Provider from time to time.

9.2 The Service Provider will not be entitled to any additional compensation for complying with this Clause 9.

9.3 Notwithstanding any other right or remedy the Client may have under or in connection with this Contract or any law, the Service Provider agrees that if it fails to comply with the requirements referred to in this Clause 9, it will pay, and indemnify the Client for and against, all monetary fines and remediation costs imposed by any person or Authority, under any law or otherwise.

9.4 The Service Provider agrees that on each occasion that it uncovers or otherwise encounters a Heritage object in the course of its performance of this Contract, the Service Provider will immediately cease providing the Services and notify the Client.

10. PAYMENT

10.1 Pre-Condition

No payment of any kind will be made by the Client to the Service Provider in connection with or in relation to this Contract until the Client receives a valid invoice in strict compliance with Clause 10.3 in relation to the payment to be made.

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10.2 **Contract Price**

10.2.1 In consideration of the Service Provider's satisfactory performance of the Services, the Client will pay the Service Provider the Contract Price in accordance with Schedule 2 attached hereto and this Clause 10.

10.2.2 The Service Provider will not be entitled to any payment in connection with this Contract, other than the Contract Price and as provided in this Clause 10.

10.2.3 The Service Provider covenants that the Contract Price is based on its study of all the details of the Services required under this Contract.

10.2.4 The Service Provider will have no right to claim for any compensation or any increase in the Contract Price (or the prices in the schedule of rates in Schedule 2 attached hereto), throughout the Term, notwithstanding any increase in the prices of services, materials or any other costs, or any difference in the exchange rates which may take place later.

10.3 **Invoices**

10.3.1 Subject to the Client's acceptance of the Services pursuant to Clause 4, the Service Provider will issue invoices for the periods or at the times as set out in the Contract Data.

10.3.2 The Service Provider will give the Client a correct and complete invoice which will include:

(A) the reference number for this Contract;

(B) the invoice number;

(C) the period or Services covered by the invoice;

(D) each specific element of the Services covered by the invoice;

(E) any applicable Taxes (including, but not limited to Zakat (to the extent applicable), VAT or withholding tax, as applicable) pursuant to Clause 11, and where Kingdom of Saudi Arabia VAT is applicable, the invoice must be in compliance with the Kingdom of Saudi Arabia VAT legislation applicable at the time of issuing the invoice;

(F) the basis for and calculation of the amount claimed;

(G) all documents and information as may reasonably be requested by the Client;

(H) an original of the invoice addressed to the Client;

(I) the Service Provider's bank account details (including beneficiary name, IBAN and bank name), or a formal letter issued by the bank within the last six (6) months stating those details;

(J) if applicable, copies of valid commercial registration, GOSI, Saudisation, Zakat, VAT registration and practising certificates;

(K) if applicable, where the invoice represents the final payment under this Contract, a final Zakat certificate;

(L) if required by the Client, a payment certificate acceptance form signed by an authorised representative of the Client; and

(M) where such invoice contemplates a shipment of goods, products or other items are imported from outside of the Kingdom of Saudi Arabia, the following:

i. the relevant invoice to quote the applicable International Commercial Terms (as published by the International Chamber of Commerce) for the goods, products or other items' shipment; and

ii. provide the Client with the "Customs Declaration" and the "Customs Clearance" documents issued by ZATCA in relation to the shipped goods, products or other items.

10.3.3 Invoices issued by the Service Provider will not include any terms and conditions which are in any way inconsistent with this Contract. To the extent that an invoice does include such terms and conditions, the Client's acceptance or payment of such invoice will not be taken or deemed to be an acceptance of them or an amendment to this Contract.

10.3.4 If the Client objects to any invoice (in whole or in part), it will:

(A) notify the Service Provider within ten (10) Business Days after receiving such invoice of the objection and specify the reason for the Client's objection; and

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(B) pay in accordance with this Clause 10 any part of the invoice to which the Client does not object provided that the Service Provider issues a new invoice in accordance with this Clause 10 for that part of the original invoice to which the Client does not object.

10.3.5 If the Service Provider receives an objection notice from the Client in accordance with Clause 10.3.4(A) the Service Provider will amend and submit a revised invoice accordingly. If the Client objects to a revised invoice (in whole or in part), then the above procedure will be repeated until such time as the Client receives an invoice to which it does not object. The Client will pay such invoice within the time period referred to in Clause 10.4.1(A), provided that the Client has accepted the Services provided in relation to such invoice in accordance with Clause 10.3.

10.3.6 The Client will have no obligation to pay any invoice (in whole or in part) which it has not received from the Service Provider within six (6) months after the date on which the Service Provider performed the Services or incurred any cost to which such invoice relates.

10.3.7 The Client will have no obligation to pay any invoice (in whole or in part) to which it has objected in accordance with Clause 10.3.4 if the Client has not received a correct and complete revision of that invoice within six (6) months after the date on which the Client notified the Service Provider of its objection to that invoice.

10.4 **Payment Terms**

10.4.1 The Client will make payments to the Service Provider:

(A) within forty-five (45) calendar days of receipt by the Client of an invoice that complies with this Clause 10;

(B) by a direct transfer to a bank nominated by the Service Provider and acceptable to the Client unless the Client agrees in writing in its sole discretion to payments by cheque; and

(C) in the currency set out in the Contract Data.

10.4.2 Payments made by the Client will:

(A) be without prejudice to any of the Client's rights;

(B) not be construed as a waiver of its right to object to any invoice so paid; and

(C) not indicate, or be deemed to indicate, the Client's acceptance or approval of the Service Provider's performance of its obligations under this Contract to which the invoice relates.

10.4.3 If the Client makes any payment to the Service Provider in accordance with this Contract by direct transfer to a bank nominated by the Service Provider, the Service Provider will bear all charges imposed in connection with such transfer including charges imposed by the Client's bank, the bank nominated by the Service Provider and any intermediary.

10.5 **Set off**

Notwithstanding any other provision of this Contract, the Client may set off or deduct from any amounts due to the Service Provider:

10.5.1 any amount due, or which it is reasonably apparent may become due, from the Service Provider to the Client under this Contract;

10.5.2 any amount paid by the Client to a third party where the Service Provider was obliged to make such payment in accordance with this Contract but failed to do so;

10.5.3 any deduction or withholding Tax required by law at the rate applicable at the time of payment; and

10.5.4 any amount due to the Client from an insurer which is paid to the Service Provider rather than directly to the Client.

10.6 **Payment of Sub-Contractors**

Upon receipt of payment under this Contract, the Service Provider will:

10.6.1 promptly pay its Sub-Contractors, personnel and suppliers in accordance with their contracts any part of the payments it receives under this Contract that are attributable to the works or

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services performed and/or goods supplied by each Sub-Contractor, personnel and supplier in connection with this Contract; and

10.6.2 if so requested by the Client, give the Client a notice confirming that it has complied with Clause 10.6.1.

10.7 **Overpayment and Debt Recovery**

If the Parties agree or it is determined that the Client has, for whatever reason, overpaid the Service Provider with respect to any invoice, the Service Provider will, at its cost, refund the relevant amount within five (5) Business Days after that agreement or determination.

11. **TAXES AND FEES**

11.1 The Service Provider will be liable for and will pay in a timely manner:

11.1.1 all Taxes levied (whether directly or indirectly) in connection with this Contract;

11.1.2 all payments relating to sponsorship arrangements or local partnerships undertaken by the Service Provider to establish and carry out its business in the Kingdom of Saudi Arabia;

11.1.3 all national insurance, social security, Zakat and other such withholdings or contributions which are payable in connection with the Service Provider carrying out its business and performing its obligations under this Contract;

11.1.4 all other costs, fees, commissions and royalties incurred directly or indirectly in connection with this Contract; and

11.1.5 meeting all the statutory Tax requirements in accordance with the relevant Authority, such as registering for Tax, filing all required tax returns with the relevant Authority, paying all applicable and/or payable Taxes, where such requirements are imposed by applicable laws, in the Kingdom of Saudi Arabia or otherwise.

11.2 The Service Provider undertakes to indemnify, defend and hold harmless the Client and its Affiliates, officers, directors, employees, agents and contractors against all claims, liabilities, actions and costs (including all legal fees and costs on a full indemnity basis) arising in connection with any Taxes and fees including those referred to in Clause 11.1.

11.3 The Service Provider has taken into consideration its obligations under this Contract with respect to all Taxes and fees including those referred to in Clause 12.1 and has accounted for such obligations in the Contract Price. The Contract Price will be inclusive of all Taxes except for the Kingdom of Saudi Arabia VAT, if applicable. Where Kingdom of Saudi Arabia VAT is applicable and due from the Service Provider, the Service Provider may charge the Kingdom of Saudi Arabia VAT in addition to the Contract Price in accordance with the applicable law. For the avoidance of doubt, any applicable Taxes (including, but not limited to Zakat, VAT or withholding Tax, in each case as applicable) incurred pursuant to this Clause 11 and where the Kingdom of Saudi Arabia VAT is applicable, the relevant invoice must be in compliance with the Kingdom of Saudi Arabia Tax legislation and specific invoicing requirements or regulation applicable at the time of issuing the invoice.

11.4 Where the Service Provider is required by this Contract to reimburse or indemnify the Client for any actual cost or expense, the Service Provider will reimburse or indemnify (as the case may be) the Client for the full amount of the cost or expense, including any VAT on that amount.

11.5 Any withholding Taxes applicable under the Income Tax Law and Income Tax By-Laws on the payments to be made to the Service Provider under the Contract, will be deducted at the time of the payment, from the gross amount of the payment being made to the Service Provider, in accordance with the rate applicable on such payment under the Income Tax Law and Income Tax By-Laws. For the avoidance of doubt, gross payment for withholding Taxes purposes includes the reimbursement of out-of-pocket expenses, if any, billed by the Service Provider.

11.6 If the Client makes any payment under the Contract in respect of which it is required to apply applicable withholding Taxes, the Client will furnish to the Service Provider a withholding Tax certificate or other evidence of such withheld Taxes, upon written request by the Service Provider, evidencing that such Taxes have been withheld and paid. Where the Service Provider requires the withholding Tax certificate to be attested by the ZATCA, the Client will use reasonable endeavors to assist the Service Provider to have the certificate attested by the ZATCA provided that the Service Provider will reimburse the Client for all the professional charges and other related cost incurred by the Client to secure such attestation.

11.7 For instances in which withholding taxes are applicable, any payment being made by the Client to the Service Provider under the Contract that is subject to Tax relief (i.e. zero rate or a reduced rate of Tax)

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under the provisions of an applicable double tax treaty, the Client will apply withholding Tax in accordance with the rate applicable on such payment under the Income Tax Law and Income Tax By-Laws, unless the Service Provider provides to the Client a confirmation/pre-approval from the ZATCA *via* an official communication channel and/or an official ruling request to the effect that the income derived by the Service Provider under the Contract is not subject to Tax (or subject to zero rate or a reduced rate of Tax) in the Kingdom of Saudi Arabia under the provision of the applicable double tax treaty.

11.8 Subject to Clause 11.7, where Tax relief applies, the Client will only apply such relief, where the application of such relief does not expose the Client to any risk, at the Client's sole discretion. Where the Client agrees to apply such relief (e.g. under a tax treaty, or another legally binding instrument) and the application of such relief causes the Client to incur additional costs, the Service Provider will reimburse the Client for such costs.

11.9 In the event that the Service Provider creates a taxable presence and/or permanent establishment under the laws of the Kingdom of Saudi Arabia, then, at the end of each twelve (12) month period or as otherwise agreed with the Client, but no more frequently than every twelve (12) months, the Service Provider will provide to the Client a copy of the certificate:

(A) issued to the Service Provider by ZATCA, valid on the date of payment which confirms that the Service Provider has paid all Taxes due to ZATCA; and

(B) from GOSI evidencing that the Service Provider is registered with GOSI and has fulfilled all its obligations towards GOSI during such period under the Contract.

11.10 The Service Provider agrees and acknowledges that the Client will be entitled, without prior consent from the Service Provider, to disclose any information relating to the Contract to ZATCA, following a request from ZATCA to do so. However, should the Service Provider be required to disclose information pertaining to the Client or this Contract to ZATCA, the Service Provider must obtain the Client's prior written consent before disclosing any information to ZATCA.

12. WARRANTIES

12.1 Corporate Warranties

The Service Provider represents, warrants and undertakes that:

12.1.1 it is a company properly formed and incorporated, validly existing and in good standing under the laws of the state, country or jurisdiction of its formation;

12.1.2 it has the corporate power and authority to enter into and to exercise its rights and perform its obligations under the Contract;

12.1.3 it has the full power and all necessary authorisations to enter into and comply with its obligations under this Contract;

12.1.4 all necessary action to authorise the execution of and the performance of its obligations under the Contract has been taken;

12.1.5 the obligations expressed to be assumed by the Service Provider under the Contract are legal, valid, binding and enforceable to the extent permitted by law; and

12.1.6 it has not taken any corporate action nor have any other steps been taken or legal proceedings been started or (to the best of the Service Provider's knowledge and belief) threatened against it for its winding-up, dissolution, bankruptcy, insolvency or re-organisation or any analogous procedures or for the appointment of a receiver, administrator, administrative receiver, trustee, arbitration manager or similar official of it or of any or all of the assets or revenues of any of its shareholders, Affiliates or Sub-Contractors.

12.2 Non-Infringement Warranties

The Service Provider represents, warrants and undertakes that:

12.2.1 the IP Rights utilised, licensed or granted in connection with this Contract do not infringe any third party rights;

12.2.2 the entry into and performance by it of the transactions contemplated by this Contract do not and will not infringe or conflict with:

(A) any law, regulation, judicial or official order or similar enactment of any relevant jurisdiction; or

(B) the constitutional documents of the Service Provider;

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(C) the rights of any third party or cause it to be in breach of any obligations to a third party; or

(D) any document which is binding upon the Service Provider to an extent or in a manner which has or would reasonably be expected to have a materially adverse effect on the operations of the Service Provider or the performance of its obligations under this Contract; and

12.2.3 it will not enter into any contract or accept any obligation which is inconsistent or incompatible with the Service Provider's obligations under this Contract.

12.3 **Performance Warranties**

The Service Provider represents, warrants and undertakes that:

12.3.1 it will perform its obligations under this Contract in a competent and professional manner and in accordance with Good Industry Practice;

12.3.2 it will perform its obligations under this Contract in compliance with all laws, regulatory requirements, decrees, codes of practice, licences and permits and will not do or permit anything to be done which might cause or otherwise result in a breach by the Client of any of the same;

12.3.3 its deliverables will be its original work, and will not be copied wholly or substantially from any other work or material;

12.3.4 it will perform its obligations under this Contract so that all of its deliverables:

(A) are free from deficiencies and omissions;

(B) conform with all specifications and requirements agreed between the Parties;

(C) are, when completed, fit for the purpose stated in this Contract;

12.3.5 it will promptly re-perform or remedy, free of charge and without any extension of time, any failure to perform its obligations under this Contract or any failure of a deliverable to comply with this Contract;

12.3.6 except as otherwise indicated by Service Provider, all information in deliverables intended for public dissemination provided by it to the Client in connection with this Contract will be true and accurate in all respects; and

12.3.7 it will not make any statement, orally or in writing, publicly or privately, or do any act or otherwise conduct itself in such a manner as will or may, in the reasonable opinion of the Client, disparage the Client, its Affiliates, officers, directors, employees, agents or contractors or its or their business, products or services.

12.3.8 notwithstanding the foregoing, the term "deliverables" as used in this section 12.3 shall not be deemed to include materials provided by Client or those that Client directs Service Provider to use, and Service Provider shall not be responsible for non-conformance with this Section 12.3 if that results after adhering to Client's direction.

12.4 **No Limitation**

The Service Provider's warranties in this Clause 12 will not be interpreted as a limitation upon, but are in addition to, all other warranties and guarantees expressed in this Contract or implied by law, which will apply in all respects to the performance of its obligations under this Contract.

13. **INSURANCE**

13.1 The Service Provider shall effect and maintain, as a minimum and at its own cost, Insurance Policies compliant with Schedule 3 (Insurance) and this Clause 13.1 and the following shall apply:

13.1.1 each insurance shall be effected with licensed insurers approved by the Client;

13.1.2 the Service Provider shall procure that each policy effected pursuant to this Clause 13 shall, where achievable, provide:

(A) that the protection which is granted to the insured under the policies is not to be invalidated by any act or failure to act on the part of the other insured including any failure by any such insured, to disclose any material fact, circumstance or occurrence, any misrepresentation by any such insured, any breach or non-fulfilment

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by any such insured of any condition, warranty or provision implied or contained in the policy;

(B) that a notice of the occurrence of an event out of which the particular insured giving the notice alleges he has suffered, or could suffer, loss or damage or incur a liability shall be accepted by the insurer as a notice of the occurrence given by all the insureds;

(C) that the Client shall not be responsible to the insurers or reinsurers for the payment of insurance premiums or any other obligations of the Service Provider;

13.1.3 other than professional indemnity insurance, the Service Provider shall require that its insurer(s) waive their right of subrogation with respect to the Client, its officers and representatives;

13.1.4 coverage provided by the Service Provider's Insurance Policies (including the those effected pursuant to this Clause 13.1), shall be primary and any other insurance coverage maintained by the Client shall be in excess of the coverage provided by the Service Provider's Insurance Policies;

13.1.5 no later than fifteen (15) days after the date any of the Insurance Policies required to be in effect in accordance with this Clause 13.1 are issued, or renewed in accordance with the terms of the relevant Insurance Policies, the Service Provider shall cause its insurers or agents to provide the Client's Representative with Certificates of Insurance evidencing such policies and coverage;

13.1.6 except where Sub-Contractors are covered by the Service Provider's insurances, the Service Provider shall require its Sub-Contractors to take out and maintain Insurance Policies in compliance with Schedule 3 (Insurance) as may be consistent with applicable laws and World Best Practice and shall require that their insurer(s) waive their right of subrogation with respect to the Client, its officers and representatives. If requested by the Client's Representative, the Service Provider shall procure that its Sub-Contractors provide the Client's Representative with Certificates of Insurance evidencing such policies and coverage;

13.1.7 the Service Provider shall not cancel or make any material alteration to the terms of any insurance specified in Schedule 3 (Insurance) without the prior written approval of the Client;

13.1.8 the Service Provider shall require each of its insurance providers to provide the Client with at least thirty (30) days' prior notice of any material change, cancellation or non-renewal of the insurances as required under Schedule 3 (Insurance); and

13.1.9 if the Service Provider fails to take out and/or maintain in effect the insurances specified in Schedule 3 (Insurance), or fails to ensure that Sub-Contractors take out and/or maintain insurances as required under any subcontract, the Client may take out and maintain any such insurances and may from time to time deduct from any amount due to the Service Provider any premium which the Client shall have paid to the insurer(s) or otherwise recover such amount as a debt due and payable from the Service Provider.

13.2 **General Requirements**

13.2.1 If a claim is made under any of the insurances required to be maintained under this Contract with respect to any loss or damage for which the Service Provider is responsible, the Service Provider shall be liable for the full amount of any applicable deductible.

13.2.2 The Service Provider shall comply with the conditions stipulated in each of the Insurance Policies described in Schedule 3 (Insurance) and/or in any claims manual which may be issued pursuant to such policies. The Service Provider shall keep its insurers informed of

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any relevant changes to the execution of the Services and ensure that insurance is maintained in accordance with this Clause 13.

13.2.3 Nothing in this Clause 13 limits the obligations, liabilities or responsibilities of either Party, under the other terms of this Contract or otherwise.

13.3 **Disclosure and Compliance**

13.3.1 Where requested by the Client or as required by the Service Provider's insurers, the Service Provider shall provide, in a timely manner, to the Client:

(A) all information which insurers request to be disclosed;

(B) all information which is of a type which insurance brokers in relation to the relevant Insurance Policy advise should be disclosed to insurers;

(C) all technical information which may be material in any way to any Insurance Policy;

(D) details of any significant problems encountered in relation to the Services and details of any design, manufacturing or operational problems with any Resources encountered anywhere in the world which may be material in any way to any Insurance Policy; and

(E) all other information which the Service Provider, acting in accordance with World Best Practice, could reasonably consider to be material in any Insurance Policy.

13.4 The Service Provider shall put in place appropriate internal reporting procedures to ensure that full disclosure as described in Clause 13.3.113.3.1 is made by the Service Provider in a timely manner.

14. **[INTENTIONALLY LEFT BLANK]**

15. **INDEMNITY AND LIABILITY**

15.1 **Indemnity**

The Service Provider undertakes to indemnify, defend and hold harmless the Client and its Affiliates, officers, directors, employees, agents and contractors against any loss, damage or cost (including all legal fees and costs on a full indemnity basis) arising out of or in connection with the entry into this Contract or the performance or breach of the Service Provider's obligations under this Contract (including the obligations set out in Clause 9 and Clause 13), or any non-compliance with or breach of any law or any infringement or alleged infringement of third party rights (including IP Rights), misrepresentation, negligence, fraud or wilful misconduct by the Service Provider, its shareholders, Affiliates, officers, directors, employees, agents, contractors or Sub-Contractors.

15.2 **Liability**

15.2.1 Subject to Clause 15.2.2 and to the maximum extent permitted by law, neither Party will be liable for any indirect, exemplary, punitive or consequential loss or damage including damages or claims in the nature of lost revenue, income, profits, or anticipated profits (if any), or loss of bargain, contract, expectation or investment opportunities or losses associated with business interruption, including the cost of overheads incurred during business interruption, whether arising under claims in contract or at law, unless expressly provided for under this Contract.

15.2.2 Notwithstanding any other provision of this Contract, the Service Provider's liability to the Client will not be limited with respect to:

(A) any breach by the Service Provider of Clauses 17, 18 or 23;

(B) any expenditure the Service Provider is required to make at its own cost in connection with the performance of the Services including any costs incurred in connection with remedying any defect;

(C) any personal injury or damage to property to the extent that it is caused directly or indirectly by an act or omission by or on behalf of the Service Provider;

(D) any claim the Client has against the Service Provider with respect to any misrepresentation, negligence, fraud or wilful misconduct; or

(E) any indemnity obligations of the Service Provider as set forth in this Contract.

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15.2.3 Subject to Clause 15.2.2 and except to the extent determined to have resulted from each Party's gross negligence, misrepresentation, fraudulent behaviour or wilful misconduct, each Party's liability in connection with this Contract will not exceed 300% of the Contract Price.

16. NO SECURITY

16.1 The Service Provider will:

16.1.1 not create, file, claim or register any Security Interest;

16.1.2 not do any act, deed or thing which would result in the creation of any Security Interest; and

16.1.3 use its best efforts to prevent any Security Interest from being created, filed, claimed or registered by a third party or any Affiliate, officer, director, employee, agent, contractor, Sub-Contractor or supplier of the Service Provider,

over any real or other property of the Client and will procure that its contracts with Sub-Contractors, contractors and suppliers contain obligations on the counterparties to the same effect.

17. CONFIDENTIALITY AND NON-DISPARAGEMENT

17.1 The Service Provider will:

17.1.1 not disclose any Confidential Information;

17.1.2 keep the Confidential Information in safe and secure custody and protected against theft, damage, loss or unauthorised access;

17.1.3 not, whether during the Term or at any time thereafter, directly or indirectly:

(A) use, exploit, copy or modify any Confidential Information other than for the sole purpose of performing its obligations under this Contract; or

(B) authorise or permit any third party to do the same without the prior consent of the Client; and

17.1.4 limit access to the Confidential Information to those of its Affiliates, officers, directors, employees, agents, contractors, Sub-Contractors or advisors who reasonably require such information for the purposes of this Contract and take reasonable steps to ensure that each of them will observe the restrictions as to confidentiality, disclosure and use as are set out in this Contract.

17.2 The obligations in this Clause 17 will not apply to any Confidential Information to the extent that the Service Provider is able to demonstrate that the Confidential Information was:

17.2.1 at the time of receipt by the Service Provider, in the public domain, or subsequently came into the public domain through no fault of the Service Provider, its Affiliates, officers, directors, employees, agents, contractors, Sub-Contractors or advisors; or

17.2.2 lawfully received by the Service Provider from a third party on an unrestricted basis.

17.3 The Service Provider will not advertise, publicise or release statements regarding this Contract, or the Project, or any matters arising in relation to this Contract, or the Project, unless the Client has been furnished with a copy of the statement and approved such statement in writing.

17.4 The Service Provider will not be in breach of this Clause 17 if it discloses Confidential Information to the extent required by law, regulation or order of a competent authority provided that to the extent practicable in the circumstances, the Client has been given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

17.5 To the extent requested in writing by the Client, the Service Provider will destroy the Confidential Information and confirm in writing to the Client that it has complied with any such request.

17.6 If so requested by the Client from time to time, the Service Provider will sign any additional forms relating to confidentiality which the Client reasonably requires. Such forms may include obligations on the Service Provider to treat certain Project specific information as Confidential Information or which extend the confidentiality obligations contained in this Contract.

17.7 The Service Provider will, at all times, comply with all of the Client's confidentiality, social media and non-disparagement, policies, directives and requirements applicable to consultants, service providers and contractors. The Service Provider will not advertise, publish, disseminate or communicate to any person, in any public forum, any defamatory, false, derogatory, disparaging, negative or adverse remarks, comments, or statements in spoken, printed, electronic, or any other form or medium, relating directly or indirectly to, or do anything which has or may have any negative impact on the reputation

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of, the Client, including its Affiliates, businesses, or any of its employees, officers, or directors and its existing and prospective customers, suppliers, investors, and other associated third parties, now or in the future.

17.8 The Service Provider will procure that its directors, officers, employees, personnel and consultants are aware of and will comply with the obligations under this Clause 17, including mandating relevant provisions no less onerous than under this Clause 17 in any engagement or employment contract with any personnel.

17.9 The obligations in this Clause 17 will survive the expiry or termination of this Contract for any reason.

18. INTELLECTUAL PROPERTY

18.1 All IP Rights belonging to a Party (or which it uses under a licence from a third party) prior to the date of this Contract, or developed by a Party independently of this Contract ("**Background IP**"), will remain vested in that Party (or the relevant third party licensor).

18.2 Immediately upon creation or performance, all rights, title, interest, property and IP Rights in:

18.2.1 any works and services (including deliverables);

18.2.2 all documents, data, records, logs, drawings, specifications, processes, schedules, computer programs, object code, source code, network designs, notes, sketches, findings, interim and final reports, inventions, improvements, modifications, discoveries, tools, scripts and all other related documents (whether machine readable or not); and

18.2.3 any other items or materials,

arising from or created, produced or developed by the Service Provider under or in connection with this Contract, and any equipment installed at the Site by the Service Provider as part of the Services (collectively, the "**Materials**") will vest in and remain the exclusive property of the Client.

18.3 The Service Provider irrevocably and unconditionally assigns and transfers to the Client, and will procure that its Affiliates, officers, directors, employees, agents, contractors and Sub-Contractors assign and transfer to the Client, all rights, title, interest, property and IP Rights in and to the Materials.

18.4 The Service Provider irrevocably and unconditionally waives (and will procure its Affiliates, officers, directors, employees, agents, contractors and Sub-Contractors to waive) in favour of the Client any IP Rights it has or may have at law or otherwise to the Materials, including any moral rights which the Service Provider might be deemed to possess under any laws in respect of any Materials.

18.5 If any IP Rights in the Materials do not vest in the Client under Clause 18.2 or Clause 18.3, the Service Provider will (and will procure that its Affiliates, officers, directors, employees, agents, contractors and Sub-Contractors will):

18.5.1 do everything reasonably necessary or requested by the Client either during the Term, or after the expiry or termination of this Contract, to enable the Client to own the IP Rights in the Materials including:

(A) formally assigning those rights to the Client;

(B) assisting the Client obtain those rights; and/or

(C) transferring (as applicable) registration of those rights to the Client; and

18.5.2 not, and not purport to, encumber, sell, license, or do anything which would otherwise be contrary to the Client's ownership of such IP Rights.

18.6 Until such time as the IP Rights in the Materials have fully vested in the Client in accordance with this Clause 18, the Service Provider grants (and will procure that its Affiliates, officers, directors, employees, agents, contractors and Sub-Contractors grant) to the Client an exclusive, worldwide, fully-paid, perpetual, irrevocable, royalty-free and otherwise unrestricted licence to use such IP Rights that forms part of or is incorporated into the Materials, including the right for the Client to sub-licence such licence.

18.7 The Service Provider grants (and will procure that its Affiliates, officers, directors, employees, agents, contractors and Sub-Contractors grant) to the Client a non-exclusive, worldwide, fully-paid, perpetual, irrevocable, royalty-free and otherwise non-transferable licence to use any Background IP. Notwithstanding the foregoing, the Client will be granted the right to sub-licence such licence within its own organization, including Affiliates.

18.8 After the IP Rights in the Materials are owned by the Client, the Service Provider will have the non-exclusive, non-transferable, revocable, limited, non-sublicenceable and royalty-free right during the

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Term to use the Materials solely in connection with its performance of its obligations under this Contract.

18.9 The Service Provider will not use any of the Client's trademarks, brands or logos for any purpose without the Client's prior written consent.

18.10 Where the Client has given its consent to use the Client's trademarks, brands or logos, the Service Provider will use those trademarks, brands and logos strictly in accordance with the Client's consent and its applicable policies, guidance and instructions.

18.11 The Service Provider undertakes to indemnify, defend and hold harmless the Client and its Affiliates, officers, directors, employees, agents and contractors against all claims, liabilities, actions, loss and costs (including all legal fees and costs on a full indemnity basis) arising out of or in connection with any infringement or alleged infringement of IP Rights claimed by any third party in connection with the Client's ownership and/or use of the Materials and/or this Contract.

18.12 The obligations in this Clause 18 will survive the expiry or termination of this Contract for any reason.

19. SUSPENSION

19.1 At any time and for any reason, the Client may give the Service Provider written notice suspending (in whole or in part) the performance of the Service Provider's obligations under this Contract.

19.2 Unless the suspension is directly or indirectly due to a breach of this Contract by the Service Provider, the Client will pay to the Service Provider any reasonable direct costs arising from the suspension which are incurred by the Service Provider in the course of performing its obligations under this Contract up to and including the effective date of the suspension.

20. TERMINATION

20.1 The Client may terminate this Contract, or any part thereof, at any time for its convenience by giving at least thirty (30) calendar days' notice of termination. Following such termination the Client will pay to the Service Provider such sums as are due to the Service Provider for its performance of its obligations under this Contract up to and including the effective date of such termination and as are set out in an invoice issued by the Service Provider in accordance with Clause 10.3.

20.2 The Client may terminate this Contract, or any part thereof:

20.2.1 by giving immediate notice of termination if:

(A) the Service Provider becomes or is deemed to be insolvent or bankrupt, enters into liquidation, whether voluntary or compulsory (other than for solvent reconstruction), passes a resolution for its winding up, has a receiver, manager or administrator, trustee or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt;

(B) the Service Provider is legally prohibited or restricted from performing its obligations under this Contract;

(C) there is any change in the legal or beneficial ownership or Control of the Service Provider;

(D) the Service Provider or any of its shareholders, Affiliates, officers, directors, employees, agents, contractors, Sub-Contractors or suppliers is convicted of any offence or is otherwise guilty of serious misconduct or any conduct that, in the Client's opinion, does or may bring the Service Provider (or any of its shareholders, Affiliates, officers, directors, employees, agents, contractors, Sub-Contractors or suppliers), the Client (or any of its Affiliates, officers, directors, employees, agents, contractors or suppliers) or its or their business, products or services into disrepute; or

(E) the Service Provider commits, whether directly or indirectly through others, any breach of Clause 23 and/or any acts of adulteration, deception, manipulation, bribery or other acts harmful or damaging to the Client's interest;

20.2.2 by giving at least ten (10) Business Days' notice of termination if:

(A) the Service Provider commits a breach of any of its material obligations under this Contract;

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(B) the Service Provider commits a breach of any of its non-material obligations under this Contract and fails to remedy such breach to the reasonable satisfaction of the Client within seven (7) calendar days of receipt of written notice; or

(C) the Service Provider commits persistent breaches of its obligations under this Contract.

20.3 If the Client terminates this Contract on any of the grounds referred to in Clause 20.2, the Client will pay to the Service Provider such sums as are due to the Service Provider for its performance of its obligations under this Contract up to and including the effective date of the termination as are set out in an invoice issued by the Service Provider in accordance with Clause 10.3 less:

20.3.1 all costs and damages arising from such breach; and

20.3.2 costs incurred by the Client to appoint a third party to complete the performance of the Service Provider's obligations under this Contract.

The Client's deduction of the above costs and damages from payments due to the Service Provider will not prejudice any other right the Client has in connection with this Contract or as a result of the Service Provider's breach of this Contract.

20.4 If this Contract is terminated for any reason:

20.4.1 the Parties will cease further performance of their obligations under this Contract after the effective date of the termination and the Service Provider will take all such actions in this regard as reasonably directed by the Client;

20.4.2 the Parties will each retain all rights and claims which arose on or prior to the effective date of termination and the Parties will be released from any further obligations in connection with this Contract;

20.4.3 the Service Provider will use its best endeavours to mitigate or minimise all damage and cost suffered or incurred by the Client, the Service Provider and third parties in connection with the termination including the Service Provider's costs of demobilisation;

20.4.4 the Service Provider will immediately deliver to the Client or otherwise dispose of, as directed by the Client:

(A) all Confidential Information and all items to which the Client has any right, title, interest, property or IP Rights arising in connection with this Contract or otherwise;

(B) all deliverables (whether completed or not) and all related documents, materials and information that are reasonably required by the Client in order to be able to complete such deliverables; and

(C) any other documents, materials and property belonging to the Client or its Affiliates, officers, directors, employees, agents or contractors,

which are in the possession or control of the Service Provider, or any of its shareholders, Affiliates, officers, directors, employees, agents, contractors, Sub-Contractors or suppliers and the Service Provider will certify in writing to the Client that the same has been done.

20.5 The obligations in this Clause 20 will survive the expiry or termination of this Contract for any reason.

21. ASSIGNMENT AND SUB-CONTRACTING

21.1 Assignment

21.1.1 The Client may assign, novate or permit to be taken as security the whole or any part of this Contract or any benefit or interest in or under this Contract without the consent of the Service Provider and will inform the Service Provider of such event in due time.

21.1.2 The Service Provider will not assign, novate or permit to be taken as security the whole or any part of this Contract or any benefit or interest in or under this Contract without the prior written consent of the Client.

21.2 Subcontracting

21.2.1 The Service Provider shall not sub-contract the whole or any part of the performance of its obligations under this Contract without the prior consent of the Client.

21.2.2 Notwithstanding the Client's consent to the Service Provider sub-contracting any of the performance of its obligations under this Contract, the Service Provider shall remain liable

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and responsible to the Client for the proper performance by the Sub-Contractor of the Service Provider's obligations under this Contract.

22. FORCE MAJEURE

22.1 Force Majeure means any event or circumstance not within the reasonable control of a Party and which, by the exercise of due diligence and the level of skill, prudence and foresight generally expected of a person in the Party's position, that the Party is not reasonably able to foresee, prevent, avoid, control or overcome including:

22.1.1 strikes at a national or regional level, or industrial disputes at a national or regional level, or strikes or industrial disputes by labour (excluding those occurring among the employees of the Service Provider or its Sub-Contractors) or other industrial disturbances of a general nature;

22.1.2 acts of a public enemy, wars, terrorism, blockades, insurrections, riots, rebellion or sabotage, invasion, act of foreign enemies, hostilities, civil war, revolution, insurrection of military or usurped power (whether war be declared or not);

22.1.3 epidemic or quarantine;

22.1.4 landslides, earthquakes, floods, sand storms, lightning and/or other natural physical disaster; or

22.1.5 civil disturbances, fire or explosions.

22.2 The following matters will not constitute Force Majeure under this Contract:

22.2.1 lack of finances or funds, or inability to borrow the same;

22.2.2 an obligation to pay any amount;

22.2.3 general economic conditions and exchange rate fluctuations;

22.2.4 the financial condition of the Service Provider or any Sub-Contractor;

22.2.5 failure of any Sub-Contractor to perform its obligations; or

22.2.6 equipment breakdown resulting from wear and tear, lack of maintenance or the failure to carry sufficient spare parts.

22.3 The Party claiming to be affected by Force Majeure will bear the burden of proving that the event or circumstance constitutes Force Majeure and that it is so affected by the same.

22.4 **Consequences of Force Majeure**

22.4.1 If a Party is unable to comply with its obligations under this Contract as a result of Force Majeure, that Party's performance of the obligations affected by Force Majeure will be suspended in whole or in part to the extent that, and for the duration which, that Party's ability to perform those obligations is affected by Force Majeure.

22.4.2 To the extent that the Service Provider is not performing the Services, the Client's payment obligations under this Contract will be suspended.

22.4.3 During the suspension of any obligation under Clause 22.4.1, the Client may make alternative arrangements for the performance of any suspended non-financial obligation, whether by another person or otherwise, without incurring any liability to the Service Provider.

22.5 **Notification**

A Party which is, or expects to be, unable to perform any obligation under this Contract by reason of Force Majeure will:

22.5.1 notify the other Party of the occurrence of the Force Majeure as soon as possible but not more than two (2) calendar days after its occurrence, giving reasonably full particulars of the Force Majeure and details of the obligations that it is unable to perform by reason of the Force Majeure, the date of commencement of the Force Majeure and, where possible, the means to mitigate the effect of the Force Majeure;

22.5.2 resume full performance as quickly as possible after termination of the Force Majeure or after the Force Majeure has abated to an extent which permits resumption of performance; and

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22.5.3 notify the other Party when the Force Majeure has ceased or abated to an extent which permits resumption of performance to occur.

22.6 **Prolonged Force Majeure**

If a Party has given the other Party a notice in accordance with Clause 22.5 and the same Force Majeure prevents or inhibits its performance of its obligations under this Contract for a period of more than the Prolonged FM Period, then either Party may give the other Party a notice requiring the Parties to consult in good faith to decide what action should be taken to carry out the intentions of this Contract. If the Parties are unable to agree on what action should be taken within ten (10) Business Days after the date of such notice, then the Client may immediately terminate this Contract by notice to the Service Provider.

22.7 **Special Covid-19 Provisions**

22.7.1 In this Clause 22.7:

(A) **"COVID-19 Pandemic"** means the outbreak of the coronavirus disease 2019 ("**COVID-19**"), as recognised as a pandemic by the World Health Organization on 11 March 2020; and

(B) **"Government Authority"** means the government of the Kingdom of Saudi Arabia or of any political subdivision thereof, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies).

22.7.2 Notwithstanding anything to the contrary in the Contract:

(A) The Parties agree that all the laws, official decisions and directives of the Government Authority (the "**Laws**") related to the COVID-19 Pandemic published or in force, as the case may be, as of the Effective Date (the "**Reference Date**") (the "**Existing COVID-19 Laws**") were fully considered by them, are fully reflected in the Contract Price and their respective obligations under the Contract will be performed notwithstanding the adverse effect of the Existing COVID-19 Laws and without any recourse to Clause 22 (*Force Majeure*) or any other remedy available to it under the Laws.

(B) If any additional Laws, or any other laws applicable to this Contract, related to the COVID-19 Pandemic become effective after the Reference Date (the "**New COVID-19 Laws**"), any adverse impact of the New COVID-19 Laws on a Party will constitute Force Majeure under Clause 22 (provided all the other requirements for Force Majeure under this Contract and Sub-Clause (C) below are satisfied). The Parties agree that relief under Clause 22 will constitute the sole and exclusive remedy related to the New COVID-19 Laws. Any adverse impact from the New COVID-19 Laws will not entitle a Party to relief under any provisions hereunder or any other remedy available to it under the Laws.

(C) Before a Party may give notice of Force Majeure under Clause 22.5 related to the New COVID-19 Laws (a "**COVID-19 FM Notice**"), the Parties acting reasonably and in good faith will have determined that technological substitution or other alternative measures to minimize the adverse impact of the New COVID-19 Laws on the performance by a Party are not commercially reasonable.

(D) Following receipt of a COVID-19 FM Notice by the Client, the Client may within twenty-eight (28) days and upon reasonable written notice to the Service Provider and in its sole discretion:

(1) descope at no cost to it all or part of the obligations the performance of which is or will be prevented by the New COVID-19 Laws. If the Client proceeds to perform (or cause to be performed) any such descoped obligations, the Client will do so at its own cost and the Service Provider will co-operate in good faith with, and provide reasonable assistance and information to, the Client and persons nominated by it to perform such descoped obligations; and

(2) either:

(a) suspend at no cost to it all or part of the Contract; or

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(b) terminate all or part of the Contract at no cost to it upon five (5) calendar days' written notice.

(E) The Service Provider undertakes:

(1) to use all reasonable endeavours to prevent the spread of COVID-19 among its personnel, and where Services are conducted at a work site of the Client, the Client's work site and any person at the Client's work site, and to pre-empt, avoid, and mitigate its impacts during performance of the Services for the Client, including in particular where such Services are provided at a work site of the Client;

(2) that, where Services are conducted at a work site of the Client, any person coming on the work site or otherwise performing the Services (other than employees or representatives of the Client) will have COVID-19 medical insurance in place;

(3) to, where Services are conducted at a work site of the Client, comply and cause all persons performing such services to comply at all times with the laws of the Kingdom of Saudi Arabia related to COVID-19 and good industry practice, including operational protocols, related to COVID-19;

(4) to comply in good faith with all COVID-19-related reporting requirements, data gathering and information sharing requirements reasonably requested by the Client;

(5) to use such videoconferencing and similar remote working technology (such as Microsoft Teams) as the Client may specify; and

(6) to cause its subcontractors at all levels to agree on a back-to-back basis with a clause in form and substance similar to that of this Clause 22.7.

23. ETHICAL BUSINESS CONDUCT OF THE PARTIES

23.1 Each Party warrants that neither it nor any person acting on its behalf has made or offered, or proposes to make or offer, or has caused or proposes to cause any third party to make or offer, with respect to the matters that are the subject of this Contract, any payment, gift, promise or other advantage, whether directly or indirectly, including (without limitation) through Affiliates or representatives (including representatives of the intended recipient), to or for the use of any public official, where such payment, gift, promise or advantage would violate:

23.1.1 the applicable laws of the country in which the activities under this Contract are taking place;

23.1.2 the Anti-Bribery Law (promulgated pursuant to Royal Decree M/36 dated 29/12/1412H) and Royal Decree 4 of 1440 Approving the Anti-Bribery Law;

23.1.3 the laws of the country of incorporation of such party;

23.1.4 the principles described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or the related documents and recommendations identified in that Convention; or

23.1.5 the principles described in the World Economic Forum's Partnering Against Corruption Principles for Countering Bribery set out in the World Economic Forum's 2005 publication Partnering Against Corruption Principles for Countering Bribery.

24. CHANGE IN LAW

24.1 If a Change in Law does or will materially adversely affect the Service Provider's performance of its obligations under this Contract, the Service Provider may give a notice to the Client with respect to such Change in Law. The Client will determine the impact, if any, of such Change in Law and agree a procedure with the Service Provider to manage the impact of such Change in Law.

24.2 This Clause 24 will only apply to the extent that any additional costs or delay that the Service Provider incurs (or will incur) as a result of a Change in Law are directly and solely related to the Service Provider's performance of the Services. Where there is a decrease in costs arising from a Change in Law, the Contract Price will be reduced accordingly.

24.3 A Party affected by a Change in Law will use its best endeavours to avoid or remove the circumstances constituting the Change in Law and to mitigate its effect. The other Party will co-operate and provide

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such assistance as the Party affected by the Change in Law may reasonably request.

25. NOTICES

25.1 All communications (including certificates, notices, consents, approvals, requests and demands) under or in connection with this Contract:

25.1.1 will be in writing and addressed as set out in the Contract Data or as otherwise notified by a Party to the other from time to time;

25.1.2 will be signed by or on behalf of the Party making the communication;

25.1.3 will be delivered by courier or email; and

25.1.4 subject to Clause 25.2, will be taken to have been received by the addressee:

(A) in the case of delivery by courier, on the date shown on the receipt issued by the courier; or

(B) in the case of email, on the date and at the time the email is sent, unless that time is outside normal business hours in Saudi Arabia, in which case that communication is taken to be received on the next Business Day in Saudi Arabia.

25.2 All invoices issued in connection with this Contract shall be delivered to the Client in PDF format via e-mail or directly uploaded to the Client's Ariba Network system. All notices issued in connection with Clause 27 and any other form of claim issued by one Party against the other in connection with this Contract, will be delivered by courier and not by email.

26. MISCELLANEOUS

26.1 Customs Laws and Regulations

In connection with the performance of its obligations under this Contract, the Service Provider acknowledges that the import and customs laws and regulations of the Kingdom of Saudi Arabia will apply to the furnishing and shipment of any products and components to the Kingdom of Saudi Arabia.

26.2 Entire Agreement

This Contract contains the entire agreement between the Parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between them, whether oral or in writing. The Parties will not be bound by or be liable for any statement, representation, promise, inducement, solicitation or understanding of any kind or nature not set out in this Contract.

26.3 Amendments

This Contract will only be amended, modified or varied by a document signed by or on behalf of each Party.

26.4 Relationship of the Parties

The relationship of the Parties is that of independent contractors dealing at arm's length, and except as otherwise stated in this Contract, nothing in this Contract will constitute the Parties as partners, joint venturers, co-owners or as the agent, employee or representative of the other or empower either Party to act for, bind or otherwise create or assume any obligation on behalf of the other and neither Party will hold itself out as having authority to do the same.

26.5 Third Party Rights

Unless stated otherwise, no third party will have the benefit of any rights under this Contract.

26.6 Severance

Any provision of this Contract which is prohibited or unenforceable is ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provisions.

26.7 Indemnities

26.7.1 Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the Parties, and survives the expiry or termination of this Contract for any reason.

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26.7.2 It is not necessary for a Party to incur any cost or to make any payment before enforcing a right of indemnity conferred by this Contract.

26.7.3 A Party will pay on demand any amount it is required to pay under an indemnity in this Contract.

26.8 **No Representation or Reliance**

Each Party acknowledges:

26.8.1 that neither Party (nor any person on a Party's behalf) has made any representation or other inducement to it to enter into this Contract; and

26.8.2 that it does not enter into this Contract in reliance on any representation or other inducement by or on behalf of any other Party,

except for representations or inducements expressly set out in this Contract.

26.9 **Waiver**

26.9.1 Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or this Contract by a Party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or this Contract.

26.9.2 No waiver of a breach of a term of this Contract operates as a waiver of another breach of that term (past or future) or of a breach of any other term of this Contract.

26.9.3 A waiver given by a Party under this Contract will only be effective and binding on that Party if it is given or confirmed in writing by that Party.

26.10 **Cumulative Rights**

Unless expressly stated otherwise or the context does not permit, the rights, powers, privileges and remedies provided in this Contract are cumulative.

26.11 **Survival**

Provisions of this Contract which are expressed to survive its expiry or termination, or from their nature or context, it is contemplated that they are to survive expiry or termination, will remain in full force and effect notwithstanding expiry or termination of this Contract for any reason.

26.12 **Further Acts and Documents**

The Service Provider will promptly do all further acts and execute and deliver all further documents (in a form and content reasonably satisfactory to the other Party) required by law or reasonably requested by the Client in order to give effect to this Contract.

26.13 **Consents**

A consent required under this Contract from a Party will be in writing and may be given or withheld, or may be given subject to any conditions, as that Party (in its sole discretion) thinks fit, unless this Contract expressly provides otherwise.

26.14 **Counterparts**

This Contract may be executed in any number of counterparts and by the Parties on separate counterparts. Each counterpart constitutes an original of this Contract and all together constitutes one agreement. This Contract may be executed and delivered by facsimile or portable document format copy.

26.15 **Costs**

Except as otherwise provided in this Contract, each Party will pay its own costs in connection with negotiating, preparing, executing and performing its obligations under this Contract.

27. **GOVERNING LAW AND DISPUTE RESOLUTION**

27.1 This Contract is governed by the laws of the Kingdom of Saudi Arabia.

Any dispute, controversy or claim arising out of or in connection with this Contract, including the breach, termination or invalidity thereof (a "**Dispute**"), will first be referred to a member of each Party's senior management, who will use their reasonable endeavours to try and resolve the Dispute in an amicable manner.

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In the event the Parties are unable to resolve the Dispute amicably within a period of thirty (30) calendar days from the date of referring the Dispute to senior management, then the Parties agree that the Dispute will be finally resolved by binding arbitration administered by the Saudi Center for Commercial Arbitration (the "**SCCA**"). Such arbitration:

27.1.1 will be conducted in Riyadh, Kingdom of Saudi Arabia, under the SCCA's arbitration rules (the "**Rules**"), which Rules are deemed to be incorporated by reference into this Clause 27;

27.1.2 will have its seat in Riyadh, Kingdom of Saudi Arabia;

27.1.3 will be conducted in English; and

27.1.4 will be settled by a sole arbitrator appointed in accordance with the Rules.

27.2 Notwithstanding any litigation initiated, the Service Provider will continue to perform its obligations under this Contract pending resolution of the dispute.

27.3 The Service Provider will not raise any claim, proceeding or action in connection with the formation, performance, interpretation, nullification, termination or invalidation of this Contract against any:

27.3.1 part of the Government of the Kingdom of Saudi Arabia other than the Client;

27.3.2 Affiliate of the Client; or

27.3.3 officer, director or employee of the Client.

27.4 The Service Provider will not raise any claim, proceeding or action against the Client for any:

27.4.1 loss, damage or cost; or

27.4.2 additional payment or extension of time under this Contract or at law,

to the extent that such claim, proceeding or action is based on any act or omission by any third party.

27.5 The obligations in this Clause 27 will survive the expiry or termination of this Contract for any reason.

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SCHEDULE 1

SCOPE OF SERVICES

The Agency will partner with Client to design and manage their Executive Social Media program for a three-year period.

The Agency will provide strategic counsel to support the creation of personal brands on social media for each executive, establishing their voice and tone, and supporting their social media engagement for up to twelve (12) Client executives and leaders, broken into Tiers: Tier 1 will contain 3 executives; Tier 2 will contain 6-9 executives. The Agency will support Tier 1 executives as the executive social media strategy is developed. Upon completion and alignment with Client stakeholders, the Agency will begin to expand its support to Tier 2 executives based on the approved strategy.

Agency services include, but are not limited to, the development of an executive social media strategy for all Client Tier 1 and Tier 2 leaders, with individually tailored plans for each executive, content ideation, development, execution/activation, tracking, and reporting of results.

The Agency will leverage social media best practices, design tools, and applications for business professionals across the social media platforms agreed to in the social media strategy.

The services provided should amplify Client voices at corporate and executive levels, generate awareness of, and drive interest in, Client's key initiatives and priorities, and support Client's overall branding and events.

Key Agency Deliverables

- Define, develop, and secure approval of an executive social media strategy with a tailored plan for each executive.
- Generate, maintain, and support social media engagement plans for each member of the Tier 1 and Tier 2 executive leadership.
- Coordinate approval of original and curated content for agreed to social media platforms defined in the social media strategy with executives and the Client's Marketing Department.
- Develop and maintain a project-wide social media calendar for coordination of topics and content across executives for the duration of the three-year agreement.
- Identify key topics for each executive to "own" to help them establish a personal brand on social media.
- Create a social media toolkit that is customized for each Tier 1 and Tier 2 Client executive.
- Use social media techniques and applications to generate awareness of, and drive interest in, Tonomus key initiatives and priorities. Selectively amplify voices across Client leadership.
- Deliver top-line monthly reports for each executive and provide detailed quarterly reports tracking performance and engagement data to inform future opportunities and optimization.

Strategy and Planning

The Agency will work with Client to deliver an executive social media positioning strategy rooted in audience understanding, and includes narrative and messaging, voice and tone guidelines for written content, a social channel strategy and communications plan for multi-stakeholder engagement in line with the Client's corporate social media strategy.

The Agency will develop an executive social media strategy that includes a narrative and top messaging pillars for each Tier 1 and Tier 2 executive, defines each individual's social voice and tone, and stipulates the topics and themes that each executive will address to build their personal brand and support Client's objectives. The strategy will also define key performance indicators to be assessed on a monthly, quarterly and annual basis.

The Agency will conduct individual conversations with each Tier 1 and Tier 2 executive to inform the strategy development. These conversations will explore the personal interests of each executive and also serve as a story mining exercise to inform the content calendar.

Strategy and Planning Deliverables

1. Executive Social Media Strategy including:
   a. Executive Narrative & Messaging: Agency will identify strategic focus areas for executives based on Client objectives and shaped by his/her own voice and opinions.
   b. Voice & Tone: Agency will develop voice and tone guidelines for all executive's written content. The voice and tone guidelines are critical to ensure all of executive's written content is consistent, especially as various team members develop content on his/her behalf.

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c. Content Topics & Themes: Agency will identify key content themes, engagement drivers of priority audiences to inform content and channel strategy.
d. Social Channel Plan & Cadence: Agency will analyze and recommend key social channels each executive should be active on (up to two (2) per executive) and will also look at the peer landscape to determine "ideal visibility" or posting cadence for each executive.
e. KPIs: Agency will work in partnership with Client to identify metrics firmly rooted in Client's business objectives and to track overall performance of each executive's platform.

2. Social Media Calendar
   a. Agency will develop a social media calendar to drive ongoing engagement for each of the Tier 1 and Tier 2 executives. The calendar will be developed in collaboration with Client executives, with event and conference plans and global conversations and cultural days taken into account.

Execution
The agency will implement the approved executive social media strategy on behalf of the Tier 1 and Tier 2 executives.

Execution Deliverables:
1. Social Media Toolkit
   a. Agency will develop a toolkit that will be personalized for each executive based off the strategy document. The toolkit will detail key elements of the strategy, social platform best practices, and how the executive can best support the success of their individual platforms.

2. Content: The agency will concept and support the delivery of content in alignment with the social media strategy and the social media calendar for posting on all agreed social platforms.
   a. Agency will deliver 12 monthly editorial content calendars with a proposed content cadence optimized for each platform as defined and agreed to by Tonomus in the social strategy. Priority will be placed on audiences by channel. Cross-platform publishing is fine if the content is tailored to audience/channel. The calendar will be broken down by these post types: Curated, Micro-Content, Short-Form Content, Long-Form Content.

The Agency will support the right content mix, frequency and use that is most suitable for our platforms and is optimized towards audience engagement. Where possible, content will transcend platforms to have multi-use providing it is relevant.

3. Community Management and Curated Content Suggestions
   a. The Agency will support engagement on each executive's social channels, helping amplify voices and extend the reach of Tonomus through curated content suggestions.
   b. Agency will support ongoing community engagement activities by:
      i. Identifying specific conversations that relate to Tonomus and each executive's positioning to help gain share of voice.

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Annual Deliverables	Desired time of delivery after project start
Establish and manage Executive Social Media Campaigns	Upon signature to January 31st, 2026
Establish and manage Executive Branding Campaigns	Upon signature to January 31st, 2026
Social media plan per executive	Within eight (8) weeks of February 1st, 2023. Necessary updates provided within two (2) weeks of each quarterly report.
Social media calendar	Within eight (8) weeks of February 1st, 2023, with updates provided monthly.
Curated posts per executive	6-8 posts per month (pending content calendar), per Tier 1 executive, on one (1) approved social media platform. 4 posts per month per Tier 2 executive, on one (1) approved social media platform.
Original post: Micro-content pieces per executive	2 pieces per month, per Tier 1 executive, on an approved social media platform. 1 bi-monthly per Tier 2 executive
Original post: Short Form Content	2 posts per month, per Tier 1 executive, on an approved social media platform 1 bi-monthly per Tier 2 executive
Original post: Long Form Content	At least 4-6 blog posts, per Tier 1 executive, each year of the agreement. At least 2-3 blog posts, per Tier 2 executive each year of the agreement.

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SCHEDULE 2

SCHEDULE OF RATES

INVOICE	AMOUNT
Quarterly Invoice	USD $105,000.00
Total Annual Contract	USD $420,000.00
Total Contract Lump Sum Amount for 3 years (USD) excluding VAT and inclusive of 5% WHT	USD $1,260,000.00

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SCHEDULE 3

INSURANCE

Service Provider's Insurance

1. THIRD PARTY LIABILITY INSURANCE

Period Insured:	At all times during the Term.
Coverage:	Covering legal liability for injury, illness or death to persons or for loss of or damage to property, including in each case all claimant(s) and defendant(s) costs and the costs of the Service Provider obtaining all legal advice resulting from or incurred in connection with the Service Provider carrying out the Services and obligations under the Contract.
Insureds:	The Service Provider and Client each for their respective rights and interests.
Limit of Liability:	No less than SAR 5,000,000 for any one occurrence or, in the case of sudden and accidental pollution only, in the aggregate.
Main Extensions:	(a) Cross liability clause substantially as follows: `*For the purpose of this policy, any parties named as the insured shall be deemed to be separate entities as if a separate policy had been issued to each of them. In the event of claims being made by reason of personal/bodily injury by any employee of one of the insured for which another insured is or may be liable or damage to property belonging to any insured for which another insured is or may be liable then this policy shall cover the insured against whom the claim is made. For the avoidance of doubt the total liability of insurers shall not exceed the limit of indemnity*'; (b) liability assumed under contract or agreement; (c) indemnity for loss or damage arising out of sudden and accidental pollution; (d) indemnity to principals clause; and (e) a multiple insured clause. (f) Primary Insurance (g) Non-Invalidation Clause
Territorial Limits:	Kingdom of Saudi Arabia but extended worldwide for non-manual business trips in connection with the Contract.
Jurisdiction:	Worldwide excluding the USA, Canada and Australia.

2. WORKMEN'S COMPENSATION INSURANCE

Coverage:	Workmen's Compensation coverage against liabilities under all applicable laws including the Labour Law of the Kingdom

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of Saudi Arabia and subsequent amendments in respect of insured's employees.

Insureds: Service Provider and all applicable Sub-Contractors.

Period Insured: At all times during the Term.

3. EMPLOYER'S LIABILITY INSURANCE

Coverage: Indemnification for all the sums that the Insured is legally liable to pay in respect of Insured's employees

Insureds: Service Provider and its Sub-Contractors.

Period Insured: At all times during the Term.

Insured Value: No less than SAR 3,750,000 per occurrence.

Main Extension: To include:

(a) A waiver of subrogation in favour of the Client, its Parent, Subsidiaries, Affiliates, Associates, Directors, Officers, Employees, Representatives, Agents and/or any other parties as may be agreed upon by the Parties; and

(b) An indemnity to principal clause with the client, its subsidiaries, associates, affiliates, directors, officers, employees, representatives and agents identified as Principal

4. PROFESSIONAL INDEMNITY INSURANCE

Coverage: Coverage in respect of any negligent act or omission or default by the Service Provider and all Sub-Contractors and other parties insured under the policy in the performance of professional services for the duration of the Services and for a period of 10 years from completion of the Term.

The cover shall include an indemnity to principal clause with the Client, its subsidiaries, affiliates, directors, officers, employees and agents identified as principal.

Professional services may include – but are not limited to - the performance by the insured of any; design or specification; inspection; feasibility study; technical information calculation; survey; project co-ordination; project management; construction management.

Insureds: Service Provider and all Sub-Contractors of any tier, consultants and sub consultants and each of their directors, officers, representatives, agents and employees of the above as additional insureds.

Period Insured: At all times during the Term and a further 10-year period thereafter.

Limit of Indemnity: No less than SAR 5,000,000 for any one occurrence and in the aggregate.

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Limitations:	The Service Provider shall use its best endeavours to ensure that the professional indemnity insurance shall not include any exclusion, exception or limitation as regards to: (a) coverage for property damage, bodily injury and financial loss; and (b) costs of any mitigation borne by and/or accrued to the Service Provider.

5. OTHER INSURANCES:

Such other insurances as are required by applicable law and/or by the project documents in a form suitable and with sufficient limits to satisfy the relevant legal requirements and/or as would be effected by a prudent service provider.

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