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

U.S. Department of Justice
Washington, DC 20530

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

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

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
FGS Global (US) LLC (FKA FGH Holdings LLC)

2. Registration Number
5666

3. Primary Address of Registrant
1299 Pennsylvania Ave. NW, 12th Floor, Washington, DC 20004

4. Name of Foreign Principal
Public Investment Fund

5. Address of Foreign Principal
3884 Prince Turki bin Abdul Aziz Al-Awal Road, Al Nakheel
P.O.BOX 6847
Riyadh
SAUDI ARABIA 11452

6. Country/Region Represented
SAUDI ARABIA

7. Indicate whether the foreign principal is one of the following:
- ☒ Government of a foreign country [1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:
a) Branch or agency represented by the registrant
Public Investment Fund

b) Name and title of official(s) with whom registrant engages
Naif Alqahtani, Senior Analyst

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

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

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

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

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

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature
01/16/2025	Paul Hicks	Sign	/s/Paul Hicks
		Sign	
		Sign	
		Sign	

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Date	Printed Name	Signature
01/16/25	Paul Hicks	PH

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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
FGS Global (US) LLC (FKA FGH Holdings LLC)	5666

3. Name of Foreign Principal

Public Investment Fund

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? 12/17/2024

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

FGS Global's duties will include message testing services, with the attached purchase order, prepared in anticipation of this project, serving as the contract for this purpose. As stated in the attached email, final agreement to provide these services was issued on December 17, 2024, after which the services will commence.

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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.

FGS Global's duties will include message testing services.

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.

Message testing to determine audience attitudes on issues pertaining to sports and entertainment.

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

Yes ☐ No ☒

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

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

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

Date	Contact	Method	Purpose

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

Yes ☐ No ☒

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

Date Received	From Whom	Purpose	Amount/Thing of Value

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

Yes ☐ No ☒

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

Date	Recipient	Purpose	Amount/Thing of Value

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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

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EXECUTION

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01/16/2025	Paul Hicks	Sign	/s/Paul Hicks
		Sign	
		Sign	
		Sign	

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01/16/25	Paul Hicks	PH

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Monday, January 13, 2025 at 16:58:55 Eastern Standard Time

Subject: Message Testing
Date: Monday, January 13, 2025 at 9:53:51 AM Eastern Standard Time
From:
To:
CC:
Attachments: image001.png

This Message Is From an External Sender

Dear FGS Team,

I am writing to confirm that we received final approval on December 17 for FGS Global to proceed, on behalf of the Public Investment Fund (PIF), with the message testing services outlined in Purchase Order # 982114031 that we previously shared with you.

As you know, we initiated preliminary discussions regarding these services earlier this year and secured the aforementioned purchase order to move forward with its execution upon final PIF approval. With the services now approved, and pursuant to the purchase order's terms and conditions, we will share a revised delivery schedule with you in due course as part of our ongoing consultations.

Best wishes,

Disclaimer Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information or otherwise protected by law. If you are not the intended recipient, you are notified that any unauthorized review, use, disclosure or distribution is strictly prohibited. Please notify the sender by replying to this email and destroy all copies of the original message. Statements and opinions expressed in this Email are those of the sender, and do not necessarily reflect those of the Public Investment Fund (PIF). تنبيه بإخلاء المسؤولية: هذه الرسالة ومرفقاتها معدة لاستخدام المُرسَل إليه المقصود بالرسالة فقط و قد تحتوي على معلومات سرية أو محمية قانونيا إن لم تكن الشخص المقصود، فإنه يُمنع منعا باتا عرض أو نشر أو أي

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استخدام غير مصرح به للمحتوى نرجو إخطار المُرسِل عن طريق الرد على هذا البريد الإلكتروني وإتلاف جميع النسخ الموجودة لديك تُعد التصريحات والآراء المذكورة في الرسالة خاصة بالمُرسِل ولا تمثل بالضرورة رأي صندوق الاستثمارات العامة

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Purchase Order

PO. No.	982114031	**Payment Terms**	Net 30
Status	APPROVED	**Start Date**	09-OCT-24
Revision No.	0	**End Date**	28-NOV-24
Quotation Reference No.			
Contract No.		**Agreement No.**	
PO.Date.	29-SEP-2024		

To:
Attention:
Tel:
Email: middleeast-billing@fgsglobal.com
Supplier No. 4299
FGS Global for Public Relations and Communication (One Partner)
12211

Deliver To:
Public Investment Fund

3884 Prince Turki bin Abdul Aziz Al-Awal Road, AlNakheel
P.O.BOX 6847

Riyadh 11452 Saudi Arabia

Bill To:

Public Investment Fund
PIF Vendor Gate

S

Additional Notes:
PO Description: Message Testing Services, Quote dated October 2024.

SN	QTY	Unit	Description	Requested Dept.	Promised Date	Unit Price	Total (SAR)
1	1	Each	Message Testing Services	Corporate Affairs	02-Oct-2024	187,500.00	187,500.00
						Total (SAR)	187,500.00

Pay Item Lines

Line	Pay Item	Type	Description	Qty	Unit	Unit Price	Amount
1	1	Milestone	Survey creation and quality control	1	Each	37,500.00	37,500.00
1	2	Milestone	Survey programming fieldwork data processing	1	Each	75,000.00	75,000.00
1	3	Milestone	Analysis final deliverable including Final comprehensive report Strategic message architecture including core strategic positioning and key messaging tailored by key audiences Presentation s to key stakeholders	1	Each	75,000.00	75,000.00
						Total (SAR)	187,500.00

This is a system generated and Public Investments Fund authenticated document which approves our purchase of work or material or service. This document was issued electronically and is therefore valid without signature. This Purchase Order is subject to Public Investments Fund General Terms and Conditions of Purchase, the provisions of which are incorporated herein by reference and are made an integral part hereof. Unless otherwise instructed above.
All invoices for payment must be submitted through PIF Vendor Gate
Please Consult "Payment and Invoicing Instructions "for more information.

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Issued By: Naif Alqahtani
Email: nzalqahtani@pif.gov.sa
Phone:

PURCHASE ORDER TERMS AND CONDITIONS

These Terms and Conditions form part of every Purchase Order ("**PO**") issued by the Public Investment Fund ("**PIF**") and govern (i) any order for Products/Services, (ii) provision of Products/Services, (iii) acceptance and payment in respect of the Products/Services and (iv) shall apply exclusively to any and all transactions (except purely cash transactions) entered into by PIF for the supply of Products/Services with any Vendor. Any acceptance of Products/Services and payments made towards their purchase shall not be deemed an implied acceptance of the terms and conditions of Vendor.

1. **Order of Precedence: PO issued by PIF shall consist of all or some of the documents listed below, and in the event of any conflict among these documents, the following shall be the order of precedence and prevalence:**

(i) Any mutual agreement that signed by both Parties in relation to the subject Products/Services;

(ii) Entries made on the first page of PO;

(iii) This PO Terms and Conditions; and

(iv) Any other terms as stated in the Vendor offer, quotation or proposal.

2. **Delivery and Performance:** Vendor shall deliver the Products/Services within the scheduled delivery dates and in conformity with the agreed upon specifications and quantities and the Services shall be performed within the scheduled completion date and in accordance with the service levels as agreed upon by the parties. Upon the non-compliance of the Vendor with the requirements of this clause, PIF may, at its sole discretion, either approve a revised delivery schedule or terminate the PO without any liability to PIF.

3. **Prices**: The prices and costs of the Products/Services shall be deemed to include packaging, storage, handling, freight, insurance, and other government charges, taxes, excise and customs duties, levies, bank charges and other incidental costs. Once the Vendor has acknowledged the PO issued by PIF, the Vendor shall be bound to absorb any pricing fluctuations and supply the Products/Services at the prices and rates as contained in the PO.

If Saudi Arabian value added tax ("VAT") is required, the prices above shall be exclusive of such VAT, which will be added separately in each invoice.

4. **Invoices**: Vendor shall invoice PIF for the amounts due in respect of provision of Products/Services (subject to PIF's acceptance of the delivery of those Products/Services) in the currency stated in the PO. Vendor invoices shall contain the following information:

(i) Name and address of Vendor;

(ii) Name of shipper;

(iii) Country of export;

(iv) Country of origin (manufacture);

(v) Payment terms;

(vi) Relevant PO number;

(vii) Unit of measure and quantities;

(viii) Unit supplied and unit invoice accepted by PIF. In the event of defective delivery/performance by the Vendor, PIF shall be entitled to withhold payment proportionate to the value of the defective delivery/performance until proper delivery has been made by the Vendor. Payment of the Vendor's invoice shall not constitute acceptance which shall be subject to adjustment for defects or for other failure of the Vendor to meet the acceptance criteria.

6. **Inspection, Acceptance and Rejection**: PIF shall be entitled to inspect any and all Products/Services supplied to PIF, and costs thereof shall be paid subject to a written acceptance notice issued by PIF in accordance with the acceptance criteria applied by PIF. Acceptance criteria shall be based on the following factors:

(i) Quality of Product/Services;

(ii) Time taken to deliver Product/Services; and

(iii) Cost.

Should Products/Services be defective or non-compliant with the requirements of PO, PIF may within Three (3) days, by written notice to the Vendor:

This is a system generated and Public Investments Fund authenticated document which approves our purchase of work or material or service. This document was issued electronically and is therefore valid without signature. This Purchase Order is subject to Public Investments Fund General Terms and Conditions of Purchase, the provisions of which are incorporated herein by reference and are made an integral part hereof. Unless otherwise instructed above.
All invoices for payment must be submitted through **PIF Vendor Gate**
Please Consult "Payment and Invoicing Instructions "for more information.

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	prices; and (ix) Net price after rebates and discounts. Unless otherwise stated in PO, the original invoice and/or copies shall be sent directly and to the address given on the face of the PO. (x) Saudi Arabian VAT, in accordance with the Saudi Arabian VAT law. **5. Payment of Invoices**: The payment term is Thirty (30) days from the date of getting an.	(i) Terminate the relevant PO; or (ii) Reject defective or non-compliant Products/Services and require the delivery of replacements; or (iii) Order Products/Services from a different Vendor and charge the defaulting Vendor with the differential costs thereof including any ancillary costs and damages. Vendor's obligation to supply conforming Products/Services is independent of PIF's right of inspection, tests, approval or acceptance or

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rejection of the Products/Services. Such right shall not be construed as an obligation of PIF nor shall it relieve the Vendor of warranty obligations or responsibility for any latent defects, fraud, or negligence.

7. **Warranty:** Vendor represents to PIF that, upon delivery, and during the entire Warranty Period, Products/Services furnished shall be:

   (i) Free from defects in material, workmanship, and design;

   (ii) In conformity with applicable quality control plans and specifications and other requirements specified by PIF;

   (iii) Merchantable and fit for the intended purposes;

   (iv) Compliant with all applicable national and international statutory regulations;

   (v) Free and clear of any and all liens, security interests or encumbrances; and

   (vi) Not infringing any Intellectual Property Rights of any third party.

   Services shall be performed in accordance with the highest standards in the industry. Unless a longer period is specified elsewhere in the PO, the Warranty Period shall be twelve (12) months from the time they are accepted by PIF or 24 months from the date of delivery whichever comes earlier or the date on which any longer or broader legal requirement covering the Products/Services ends.

8. **License:** If the Products/Services involve licensing, the Vendor, unless agreed otherwise by both Parties, shall issue an irrevocable, exclusive, perpetual, unlimited and worldwide license to use the licensed materials subject to PIF's scope of use as defined in the PO. Software provided by the Vendor shall be free of malicious codes including viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or program.

9. **Protection of Confidential Information:** Any and all information that includes but is not limited to, technical or non-technical information (regardless of form) including information related to data, ideas, orders placed, concepts, formulae, methods, patterns, manuals, compilations, specifications, programs, devices, trade secrets, techniques, processes, software, know how, financial and business plans and methods that derives economic value, actual or potential, conveyed orally or in writing or in any other material form, and is collected, used or learned during the entire period that the business relationship subsists between the Vendor and PIF or is communicated to each other ("Confidential Information") shall be held by the Vendor in strict confidence and maintain and preserve the Confidential Information and may use it only in connection with the purpose confined to the supply and use of the Products/Services under a PO.

10. **Liability and Indemnity:**

11. The Vendor shall be fully responsible for performing its obligations stated in the PO within the agreed upon delivery time, specifications, and requirements of PIF.

12. Without prejudice to PIF's right to terminate the PO, in the event of a default, negligence or impediment to the progress of work and performance of Services by the Vendor or any of its team members which the Vendor could have avoided by taking the necessary precautions, and such default, negligence or impediment causes any kind of damage to PIF or increase to the expected expenses, then the Vendor shall be fully liable for any resulting material or moral damages or consequences. If contribution of the Vendor or its team members to the default, negligence or impediment was deemed partial, at the discretion of PIF, then the Vendor's liability shall be partial and proportional to its contribution to such default, negligence or impediment.

13. Vendor shall defend, indemnify and hold harmless PIF and its officers, directors, shareholders, and employees from and against any and all fines, penalties, suits, claims, losses, costs, expenses, damages or liability incurred by or demanded of PIF arising out of or occurring in connection with Vendor's:

   (i) Act or omission including any negligence, unlawful conduct or willful misconduct; or

   (ii) Failure to perform any of its obligations under a PO; or

   (iii) Defects of the Products/Services performed by Vendor; or

   (iv) Neglect of health and safety aspects by the Vendor.

   The foregoing shall apply, without limitation, to injury to or death of any person. To the extent defects of the Products supplied by the Vendor or Services rendered lead to an injury to person (life and body and health) and/or damage to PIF property, the Vendor undertakes to indemnify PIF against claims for damages.

11. **IP Indemnity**: Vendor shall indemnify and hold harmless PIF against any claim or action that is brought against PIF in connection with the normal operation, possession or use of the Products or Services by PIF including the claim that it infringes the patent, copyright, registered design, or trade mark rights of a

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		third party. In the event of an Intellectual Property Infringement Claim, the Vendor shall forthwith make without charge to PIF such alterations, modifications or adjustment to the Products or Services as shall be necessary to make it non-infringing. **12. Liquidated Damages:** The Vendor shall deliver the Products/Services in accordance with the

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delivery schedule as set out in the PO and in this respect, time shall be of the essence. In case of delay in delivery not attributable to force majeure, PIF shall be entitled to impose a delay fine for each day of delay to be calculated on the basis of dividing the total value of PO by the total number of days during which the Products/Services must be provided and deduct the amounts corresponding to the delayed days, however such delay fine shall not exceed (10%) of the total value of the PO. In the event of the Vendor's delay continuing after the maximum amount of the liquidated damages has been incurred, PIF shall be entitled to terminate the PO with immediate effect.

13. **Termination for Convenience by PIF:** PIF shall have the right to terminate PO at any time and without cause by serving Three (3) days' written notice to the Vendor without any liability to PIF.

14. **Termination for Cause by PIF:** PIF shall have the right to terminate the PO with immediate effect upon written notice to the Vendor in the event of Vendor's:

    (i) Breach of a provision within the PO with the nature of the breach being incapable of being fully remedied;

    (ii) Failure to remedy a breach (capable of being remedied) of its obligations hereunder within Fifteen (15) days of receipt of a written notice specifying such breach; or

    (iii) Insolvency or bankruptcy or agreements with its creditors for relief from debt or taking advantage of any law for the benefit of insolvent debtors or liquidation or receivership whether compulsory or voluntary;

    (iv) Unable to perform the supply of Products/Services due to Force Majeure for a period of not less than Thirty (30) days.

Consequences of Termination: Should the PO be terminated as stated in this clause, PIF shall pay the Vendor the prices for the delivered and accepted Products/Services up to the effective date of termination.

15. **Force Majeure**: Either Party shall not be held liable for non-performance of all or part of the obligations under PO due to any force majeure event, including without limitation, flood, earthquake, war, or other events that are unpredictable, uncontrollable, unavoidable and in general are beyond reasonable control. Force Majeure shall not include local strikes, lockouts or other industrial disputes or actions limited to Vendor's employees. In case of the occurrence of Force Majeure, the time for performance of the obligations hereunder shall be extended accordingly. The extension shall be for the duration that force majeure continues unabated.

16. **Governing Law and Dispute Resolution**: PO and these Terms and Conditions shall be construed in accordance with and governed exclusively by the laws of the Kingdom of Saudi Arabia. Each Party shall attempt in good faith to resolve any controversy, claim or dispute of whatever nature arising out of or relating to the PO or the breach, termination, enforceability or validity thereof ("Dispute") promptly by negotiation between executives or managers. This procedure must be resorted to before any other steps are taken to resolve the Dispute. Upon failure of the Parties to resolve the Dispute, the same shall be settled by the competent court in the Kingdom of Saudi Arabia.

17. **Transfer, Assignment, or Sub-contracting**: Vendor shall not assign or transfer any of its rights or obligations under a PO to a third party, nor subcontract any part of the supply of Products/Services unless the Vendor has obtained a prior written consent of PIF.

18. **Notices**: Every notice to be given under the PO shall be in writing and either delivered by hand, sent via email, facsimile or by registered post to the address mentioned in the PO.

    Vendor has to acknowledge PIF PO within 3 working days from receiving it by sending e-mail to the buyer & procurement@PIF.gov.sa otherwise PO will be considered as acknowledged.

19. **Survival:** The expiration or termination of the PO for any reason will not release either party from any liabilities or obligations set forth herein which:

    (i) The Parties have expressly agreed will survive;

    (ii) Pertains to ownership or license of Intellectual Property.

This is a system generated and Public Investments Fund authenticated document which approves our purchase of work or material or service. This document was issued electronically and is therefore valid without signature. This Purchase Order is subject to Public Investments Fund General Terms and Conditions of Purchase, the provisions of which are incorporated herein by reference and are made an integral part hereof. Unless otherwise instructed above.
All invoices for payment must be submitted through PIF Vendor Gate
Please Consult "Payment and Invoicing Instructions "for more information.

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