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OMB No. 1124-0006; Expires July 31, 2023

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
Karv Communications, Inc.

2. Registration Number
6162

3. Primary Address of Registrant
370 Lexington Ave., Suite 2001, New York, NY 10017

4. Name of Foreign Principal
NEOM (through Richard Attias and Associates Saudi for Organization of Exhibitions Co.)

5. Address of Foreign Principal
RDC Complex, Building CS01, 4th Floor, Unit 9, 3884 Al Imam Saud Ibn Abdul Aziz Branch Road
Al Nakhil, Riyadh
SAUDI ARABIA 12382

6. Country/Region Represented
SAUDI ARABIA

7. Indicate whether the foreign principal is one of the following:

- [x] 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
NEOM, a region in northwestern Saudi Arabia, is funded by the Public Investment Fund, Saudi Arabia's sovereign wealth fund.

b) Name and title of official with whom registrant engages
The registrant does not have communications with a particular Saudi official but instead works with several members of the management team at NEOM, and their titles vary.

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 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.

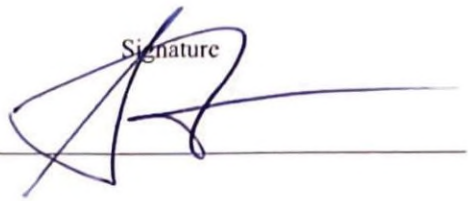
Date	Printed Name	Signature
04/11/2023	Andrew Frank	/s/Andrew Frank

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Date	Printed Name	Signature
4/7/23	Andrew Frank	

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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
Karv Communications, Inc.	6162

3. Name of Foreign Principal

NEOM (through Richard Attias and Associates Saudi for Organization of Exhibitions Co.)

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? 04/03/2023

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

KARV Communications, Inc. ("KARV") will work with Richard Attias and Associates Saudi for Organization of Exhibitions Co, on strategic communications and media relations support for NEOM, a region in northwest Saudi Arabia that is being built from the ground up to redefine and enable optimal livability and entrepreneurship in harmony with nature.

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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.

KARV will work with Richard Attias and Associates Saudi for Organization of Exhibitions Co, on strategic communications and media relations support for NEOM, a region in northwest Saudi Arabia that is being built from the ground up to redefine and enable optimal livability and entrepreneurship in harmony with nature. Specific services for NEOM leadership will include, for example, strategic positioning counsel, messaging and editorial support, media outreach and issues management.

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.

KARV will work with Richard Attias and Associates Saudi for Organization of Exhibitions Co, on strategic communications and media relations support for NEOM, a region in northwest Saudi Arabia that is being built from the ground up to redefine and enable optimal livability and entrepreneurship in harmony with nature. Specific services for NEOM leadership will include, for example, strategic positioning counsel, messaging and editorial support, media outreach and issues management.

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.

Prior to the date of registration, KARV's work has been limited to developing messaging and engaging in preliminary strategic planning; KARV has not yet engaged in any media outreach or other political activity.

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

Date	Contact	Method	Purpose
			No Political Activity Contacts to Report

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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 ☒

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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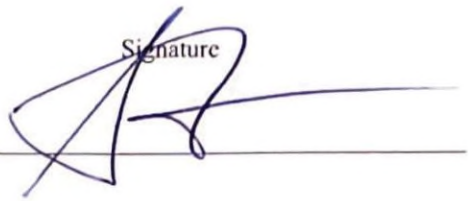
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04/11/2023	Andrew Frank	/s/Andrew Frank

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Date	Printed Name	Signature
4/7/23	Andrew Frank	

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GENERAL CONTRACT FOR SERVICES

This Contract for Services is made effective as of March 28, 2023, by and between Richard Attias and Associates Saudi for Organization of Exhibitions Co. of RDC Complex, Building CS01, 4th Floor, Unit 9, 3884 Al Imam Saud Ibn Abdul Aziz Branch Road, Al Nakhil, Riyadh 12382, Saudi Arabia (the "Recipient"), and KARV Communications, of 370 Lexington Avenue, Suite 2001, New York, N.Y. 10017 (the "Provider").

1. DESCRIPTION OF SERVICES. KARV Communications will provide to Richard Attias and Associates Saudi for Organization of Exhibitions Co. the services described in the attached Exhibit (collectively, the "Services").

2. PAYMENT. Recipient agrees to pay the Provider the amount specified in the attached quote as Exhibit A.

3. TERM. This Contract will terminate automatically upon acceptance by the Recipient in writing of the Services once completed by the Provider as required by this Contract.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Provider in connection with the Services will be the exclusive property of Recipient. Upon request, Provider will execute, within a reasonable period of time, all documents necessary to confirm or perfect the exclusive ownership of Recipient to the Work Product.

5. CONFIDENTIALITY

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to the Recipient, whether or not owned or developed by the Recipient, which is not generally known other than by the Recipient, and which the Provider may obtain through any direct or indirect contact with the Recipient. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Recipient concerning the business, technology and information of the Recipient and any third party with which the Recipient deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

A. "Confidential Information" does not include:

- matters of public knowledge which are public at the time of disclosure, or thereafter become public knowledge, other than as a result of disclosure by the Provider or any of its Representatives (defined below) in violation of this Contract;
- information rightfully received by the Provider from a third party without a duty of confidentiality;
- information independently developed by the Provider;
- information disclosed by operation of law or pursuant to legal or regulatory requirement, judicial order, subpoena or other governmental action;
- information disclosed by the Provider with the prior written consent of the Recipient;
  and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. The Provider understands and acknowledges that the Confidential Information has been developed or obtained by the Recipient by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Recipient which provides the Recipient with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Provider of the Confidential Information, the Provider agrees as follows:



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A. No Disclosure. The Provider will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity, other than its Representatives, nor include any Confidential Information on any website and/or newsletter, without the prior written consent of the Recipient.

B. No Copying/Modifying. The Provider will not copy or modify any Confidential Information without the prior written consent of the Recipient.

C. Unauthorized Use. The Provider shall promptly advise the Recipient if the Provider becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

D. Application to Employees. The Provider shall not disclose any Confidential Information to any third party, except those employees, agents, contractors or representatives of the Provider who are required to have the Confidential Information in order to perform their duties in connection with the limited purposes of this Contract (each such individual, a "Representative." Each representative to whom Confidential Information is disclosed shall be bound by written obligations of confidentiality no less protective of the Confidential Information than those contained in the Contract, and the Provider shall be responsible to the Recipient for any unauthorized use or disclosure of Confidential Information by any of its Representatives.

Provider, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to Recipient. Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Recipient of these confidentiality obligations which allows Provider to disclose Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this Contract, Provider will return to Recipient all records, notes, documentation and other items that were used, created, or controlled by Provider during the term of this Contract.

6. INDEMNIFICATION. Provider agrees to indemnify and hold Recipient harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Recipient that result from the acts or omissions of Provider and/or Provider's employees, agents, or representatives.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

a. The failure to make a required payment when due.

b. The insolvency or bankruptcy of either party.

c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

9. NON-CIRCUMVENTION. For a period of two (2) years after the end of the term of this Contract, the Provider will not attempt to do business with, or otherwise solicit any business contacts directly related to the ultimate client



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found or otherwise referred by Recipient to Provider for the purpose of circumventing, the result of which shall be to prevent the Recipient from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Recipient. If such circumvention shall occur, the Recipient shall be entitled to any commissions due pursuant to this Contract or relating to such transaction.

10. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, epidemic, pandemic, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates. In case of Force Majeure, all deposits paid to Provider will be refunded and the Provider will submit to the Recipient documentation evidencing (1) fees & expenses incurred and (2) the respective proof of payment for costs relating to the attached Exhibit A, as of the date the Force Majeure was enforced. The Recipient will only compensate the Provider if both conditions have been met.

11. INSURANCE. Provider shall at its own cost take out suitable insurance to cover damage to Provider's equipment and third-party liabilities, the adequacy of which shall be at the Recipient's sole discretion, with an insurance company which can demonstrate proper financial security. Recipient shall be named as a co-insured with a waiver of subrogation. A copy of the policy shall be provided by Provider at the request of Recipient together with confirmation of the payment of premium.

12. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Contract shall be adjudicated in London Court of International Arbitration.

13. ENTIRE CONTRACT. This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other Contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral Contracts between the parties.

14. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

15. AMENDMENT. This Contract may be modified or amended in writing by mutual Contract between the parties, if the writing is signed by the party obligated under the amendment.

16. GOVERNING LAW. This Contract shall be construed in accordance with New York (United States) law.

17. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

18. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

19. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Contract, the prevailing party shall be awarded reasonable attorney's fees and costs, for arbitration and if applicable, both in the trial court and on appeal.



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20. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

21. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

22. DISCREPANCIES. Should there be any discrepancies between the clauses of this contract and the attached Exhibits, the clauses of this contract should prevail over those mentioned in the attached exhibits.

23. TERMINATION

23.1 This Contract may be terminated by the Recipient if the ultimate client terminates the overall agreement. All payments received by the Recipient will be divided accordingly based on the attached Exhibit. If a full month payment is not made by the ultimate client to the Recipient, the final payment to the provider will be prorated accordingly. In the event of such a termination without cause, the Recipient shall pay to the Provider all costs incurred by the Provider before and until the receipt of such notice.

23.2 This contract may be terminated by either party without cause upon (15) fifteen days' prior written notice to the Provider. In the event of such a termination without cause, the Recipient shall pay to the Provider all costs incurred by the Provider before and until the receipt of such notice.

23.3 If the Provider fails to abide by any of the material provisions of this Contract including performance of the Services as per the Services Schedule Timeline in Exhibit A, the Recipient, at its sole discretion, may provide the Provider with a written notice of the default. If the Provider fails to remedy the default within 15 (fifteen) days of receiving the written notice, the Recipient shall have the right to immediately terminate this Contract by providing written notice of termination to the Provider.

23.4 The Recipient shall have the right to terminate this Contract immediately in the event that (a) the Provider goes into liquidation (whether compulsory or voluntary) or an administrator or receiver is appointed over the whole or any part of the Provider assets or if the Provider enters into any arrangement for the benefit of or compounds with its creditors generally or threatens to do any of these things or any judgment is made against that the Provider or any similar occurrence under any jurisdiction affects the Provider; or (b) the Provider ceases or threatens to cease to carry on business or is removed from the relevant register of companies.

23.5 The Recipient shall have the right to immediately terminate this Contract, by providing written notice of termination to the Provider, if the Provider or any of its employees, personnel, agents or officers negligently commits or omits to do any act, which would cause material damage to the image and/or reputation of the Recipient or any of its affiliates.

23.6 If this Contract is terminated by the Recipient pursuant to Clause 23.3, 23.4 or 23.5, the Recipient shall pay the Provider the costs in respect of all Services rendered prior to the date of the Provider's receipt of a termination notice under Clause 23.3 or 23.5, or the occurrence of one of the termination events described in Clause 23.4 (that date under Clause 23.3, 23.4 or 23.5, as the case may be, being the "Effective Date of Termination") as per the following:

(a) the Provider shall prepare a schedule of all Services rendered (or any portion thereof) prior to the Effective Date of Termination which shall include all the deliverables that have been completed, and all the work that has been completed towards the remainder of the incomplete deliverables; and

(b) the Provider shall issue to the Recipient its final invoice for the Services, which shall be calculated according to the proportion of the Services that have been wholly or partially performed by the Provider up to the Effective Date of Termination.

(c) if the Recipient has incurred any damages as a result of the termination, the Recipient shall deduct from the payment of the invoice mentioned in above provision 23.6 (b) an amount equal to the damages and expenses incurred by the Recipient as a direct result of the termination.

24. WITHHOLDING TAXES. Provider shall bear the withholding taxes or in the event of a tax treaty between local Provider's country of residence and Saudi Arabia, Provider shall provide the Recipient with the following tax documentation: tax resident certificate and KSA tax form Q7B – signed by local tax authority, within 3 weeks of signing the contract.

25. IMMUNIZATION. In the interest of health and safety, the Provider agrees to all staff having the COVID-19 vaccine (Two doses for Pfizer, AstraZeneca, and Moderna or One dose of the Johnson & Johnson vaccine) 2 weeks



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before arriving on-site to provide their services. All those entering the kingdom, whether they are citizens, residents, or vaccinated passengers, need to complete the vaccination registration process online before their arrival by visiting https://muqeem.sa/#/vaccine-registration/home and provide immunization card upon request.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

Service Recipient:
Richard Attias and Associates Saudi for Organization of Exhibitions Co.

By: _____ 4/3/2023
Fabien Philippe

Richard Attias and Associates Saudi
for Organization of Exhibitions Co.
C.R.: 1010586244
شركة ريتشارد أتياس اند أسوسييتس السعودية لتنظيم المعارض
س.ت : ١٠١٠٥٨٦٢٤٤

Service Provider:
KARV Communications

By: _____

Andrew Frank for KARV Communications

EXHIBIT A – PROVIDER QUOTE (Attached below)

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March 1, 2023

Mr. Richard Attias
c/o Richard Attias and Associates Saudi for Organization of Exhibitions Co.
RDC Complex, Building CS01, 4th Floor, Unit 9
3884 Al Iman Saud Ibn Abdul Aziz Branch Road
Al Nakhil, Riyadh 12382, Saudi Arabia

The following one-year agreement is executed for and with the following details:

- Name of project: NEOM International Communications
- Contract term: March 1, 2023 – February 29, 2024
- Monthly costs:
  - March: $ 90,000 USD
  - April: $ 90,000 USD
  - May – February: $ 80,000 USD per month
- Grand total: $ 980,000 USD for duration of the agreement.

Expenses: When the client asks us to attend a meeting or event, in KSA, US or elsewhere, we will be able to bill through that expense. If we choose to send people to KSA or elsewhere on our own, or additional people to that meeting/event then that will be a cost we will absorb. Domestic U.S. travel will be coach, international travel will be business class.

KARV Communications will work with Richard Attias and Associates Saudi for Organization of Exhibitions Co, on communications and public relations support for NEOM.

KARV Communications recognizes that it is responsible for a 5% withholding tax if applicable. In addition, it is also agreed between the parties, that the financial renumeration can be mutually reviewed and potentially altered after six months.

KARV will ensure compliance with all applicable U.S. laws, including, but not limited to, the Foreign Agents Registration Act (22 U.S.C. § 611 et seq.). Accordingly, KARV will register as a foreign agent on behalf of [insert full name of foreign principal], via Richard Attias and Associates Saudi for Organization of Exhibitions Co. Such registration and additional required disclosures will be filed with the U.S. Department of Justice, and will be publicly available online at the U.S. Department of Justice's Foreign Agents Registration Act Unit's website.

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Thank you,

Andrew Frank, President, KARV Communications

Agreed to by:

Fabien Philippe, Richard Attias and Associates Saudi for Organization of Exhibitions Co.

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