Received by NSD/FARA Registration Unit 07/13/2023 11:00:28 AM

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
Teneo Strategy LLC	6698

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? 06/04/2023

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

The registrant has amended its agreement with existing foreign principal NEOM Company for communications and consulting services, effective June 4, 2023. As a result of this amendment, the foreign principal will pay the registrant an additional $287,280 for its services.

Received by NSD/FARA Registration Unit 07/13/2023 11:00:28 AM

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

The registrant will continue to provide NEOM Company with those communications and consulting services described in the Exhibit B for the foreign principal filed on November 18, 2022.

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.

The registrant's activities on behalf of the foreign principal will continue to include counsel to the foreign principal regarding interactions with U.S. and international media and may include communications with members of the press and other stakeholders.

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

Received by NSD/FARA Registration Unit 07/13/2023 11:00:28 AM

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.

Received by NSD/FARA Registration Unit 07/13/2023 11:00:28 AM

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.

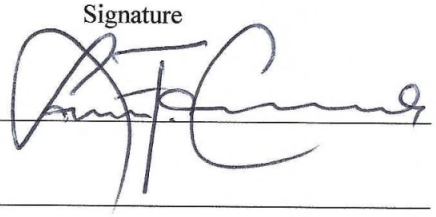
Date	Printed Name	Signature
07/13/2023	Lawrence F. Carnevale	/s/Lawrence F. Carnevale

Received by NSD/FARA Registration Unit 07/13/2023 11:00:28 AM

Received by NSD/FARA Registration Unit 07/13/2023 11:00:28 AM

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
7/13/23	LAWRENCE F. CARNEVALE	

Received by NSD/FARA Registration Unit 07/13/2023 11:00:28 AM

Received by NSD/FARA Registration Unit 07/13/2023 11:00:28 AM



NEOM نيوم

Received by NSD/FARA Registration Unit 07/13/2023 11:00:28 AM

Received by NSD/FARA Registration Unit 07/13/2023 11:00:28 AM
Confidential Internal

NEOM COMPANY
and
TENEO STRATEGY LLC

AMENDMENT NO. 1 TO SERVICES AGREEMENT (SHORT FORM)

Project Name:	**Strategic Communications Agency**
Contract No:	**1100008791 - 4100009169**

Confidential Internal
Received by NSD/FARA Registration Unit 07/13/2023 11:00:28 AM

Received by NSD/FARA Registration Unit 07/13/2023 11:00:28 AM
Confidential Internal

AMENDMENT AGREEMENT

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

(1) **NEOM COMPANY**, a single-shareholder closed joint stock company incorporated under the laws of the Kingdom of Saudi Arabia, pursuant to commercial registration number 3550134238 and having its registered address at NEOM Community, Building 4758 - AlKhuraybah, 9136, Unit 2, P.O. Box 49643, Tabuk, Kingdom of Saudi Arabia and having a share capital of SAR 15,703,257,328 fully paid ("**NEOM**");

and

(2) **TENEO STRATEGY LLC**, duly licensed under the laws of Delaware and whose address is 280 Park Avenue, 4th Floor, New York, NY 10017, United States of America, (the "**Service Provider**"),

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

WHEREAS

(A) The Parties entered into the services agreement dated 8 November 2022 regarding Strategic Communication Agency (the "**Original Contract"**).

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. **DEFINITIONS**

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

2. **AMENDMENT OF ORIGINAL CONTRACT**

2.1 With effect from 4 June 2023 (the "**Effective Date**"), the Original Contract shall be amended as set out in Annex A to this Amendment Agreement.

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

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

Confidential Internal
Received by NSD/FARA Registration Unit 07/13/2023 11:00:28 AM

Received by NSD/FARA Registration Unit 07/13/2023 11:00:28 AM
Confidential Internal

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

NEOM COMPANY

Name: Tarek Elmoukachar

Signature: DocuSigned by: 3105BFF5631C41C...

Title: TE

Stamp:

Date: 14-Jun-2023

TENEO STRATEGY LLC

Name: Tom O'Connor

Signature:

Title: CFO- Teneo Americas

Stamp:

Date: 06.07.2023

Confidential Internal
Received by NSD/FARA Registration Unit 07/13/2023 11:00:28 AM

Received by NSD/FARA Registration Unit 07/13/2023 11:00:28 AM
Confidential Internal

ANNEX A

Schedule of Amendments

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

"The Schedule of Rates is defined as per below agreed rates inclusive of WHT:

Activity	12-month Qty	Timeline of Delivery	Approximate % of team time spent on activity	Cost - SAR (per month)	Total Cost / year
Management and day-to-day operations	As needed	Throughout the project	10.0%	USD 240,000	USD 2,880,000
Overall Communication Strategy	1	Dec-22	5.0%		
Strategic Workshops (Leadership)	4	Quarterly (TBA)	2.5%		
Plans (12-month roadmap + quarterly refresh plans)	5	Quarterly	5.0%		
Ad hoc requirements for communication activities Regions and Subsidiaries (announcement, launches, special projects comms plan, etc.)	Up to 4 per quarter	Throughout the project	5.0%		
Press release drafting and select/target tier 1 media manual distribution and pitching	Up to 12 per quarter	Throughout the project	5.0%		
Internal communication announcements from senior leadership (ex. CEO, D. CEO)	24	Throughout the project	5.0%		
Support in customizing internal newsletter (article drafts, reviews)	12	Monthly	2.5%		
Interviews (live, written Q&As)	Up to 16 per quarter	Throughout the project	5.0%		
Feature story (thought leadership / byline / opinion editorial) placements	50	Throughout the project	5.0%		
Speaking opportunities	Up to 15 per quarter	Monthly	7.5%		
Events – Media coordination at Discover NEOM, NEOM on-site events	Up to 3 per quarter	Throughout the project	5.0%		
Speaking opportunities and Media Interviews Assessments	On going (up to 10 per month)	Throughout the project	5.0%		
Management and coordination with NEOM 3rd party agencies*	On going	Throughout the project	2.5%		
Media training (one-on-one)*	Up to 5 per quarter	Quarterly	5.0%		
Media training review (pre-events/engagements)*	Up to 10 per quarter	Throughout the project	2.5%		
Crisis communications training*	1	Jan/Feb 2023	2.5%		
Messaging review*	Up to 1 review per quarter /	Monthly updates (as needed)	5.0%		
Messaging workshop*	1 per sector	May/June 2023	2.5%		
Total lump sum (excl. VAT or WHT)				USD 240,000	USD 2,880,000
Total lump sum Intial contract (incl. VAT or WHT)				**USD 252,000**	**USD 3,024,000**
Variation price (Inclsuive of WHT)					**287,280.00**
Revised contract price (Inclsuive of WHT)					**3,311,280.00**

"

Confidential Internal
Received by NSD/FARA Registration Unit 07/13/2023 11:00:28 AM