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OMB No. 1124-0006; Expires May 31, 2020

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
The Williams Group

2. Registration Number
6790

3. Primary Address of Registrant
302 3rd Street SE, WASHINGTON, DC 20003

4. Name of Foreign Principal
Kingdom of Saudi Arabia

5. Address of Foreign Principal
601 New Hampshire Avenue
Washington, DC 20037

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)* N/A
- [ ] Individual-State nationality N/A

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
Embassy

b) Name and title of official with whom registrant engages
Musab Alsaud, Director of the Office of Political and Congress

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

N/A

b) Aim, mission or objective of engagement

N/A

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.

N/A

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).

N/A

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.

N/A

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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 Exhibit A to Registration Statement, 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
02/06/2020	Micheal Williams	/s/Micheal Williams
02/06/2020	Micheal Williams	/s/Micheal Williams
02/06/2020	Micheal Williams	/s/Micheal Williams

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U.S. Department of Justice
Washington, DC 20530

Registration Statement

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 Registration Statement, 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
2/6/2020	Michael Williams	

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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
The Williams Group	6790

3. Name of Foreign Principal
Kingdom of Saudi Arabia

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? 10/01/2019

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

Building relationships with members of congress and staff

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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.

providing advise on how best to establish relationships with members of congress and staff

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 or dissemination of informational materials.

N/A

11. Prior to the date of registration[2] for this foreign principal did the registrant engage in any activities, including political activities, for or render any services to 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.

N/A

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

Date	Contact	Method	Purpose
N/A	N/A	N/A	N/A

12. During the period beginning 60 days prior to the obligation to register[3] this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, 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
N/A	N/A	N/A	N/A

Total: N/A

13. During the period beginning 60 days prior to the obligation to register[4] this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of the foreign principal?

Yes ☐ No ☒

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

Date	To Whom	Purpose	Amount
N/A	N/A	N/A	N/A

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 Exhibit B to Registration Statement, 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
02/06/2020	Micheal Williams	/s/Micheal Williams

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Registration Statement

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 Registration Statement, 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
2/6/2020	Michael Williams	

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The Williams Group

Professional Services Agreement

PURPOSE OF AGREEMENT. This service agreement ("Agreement") is entered into this 1st of October 2019, by and between The Williams Group, with its principal place of business at 302 3rd Street SE, Washington, D.C. 20003 ("Contractor"), and The Embassy of the Kingdom of Saudi Arabia ("Embassy") pursuant to which Contractor will perform certain professional lobbying services for Embassy under the terms and conditions stated.

1. SERVICES. Specific issues to be addressed and services to be performed by Contractor will be communicated on a regular basis to Contractor as determined by Embassy Contractor agrees (i) to perform the Services and warrants that each of its employees, agents or representatives assigned to provide Services under this Agreement shall have the proper skill, training and background so as to be able to perform in a competent and professional manner, (ii) that all Services will be performed in a professional and workmanlike manner consistent with industry standards, and (iii) that Contractor shall perform the Services, and that at all times Contractor is acting hereunder, comply with all applicable laws, rules and regulations, including, without limitation, the Federal Corrupt Practices Act, the UK Anti-Bribery Act, and any other similar laws. Without limiting the preceding sentence, Contractor shall be solely responsible for compliance with all applicable lobbying laws, registrations, and filings required in connection with the performance of the Services and as further set forth in Section 10 hereof. Contractor will perform the Services as directed by Embassy's designee; provided, that Contractor shall retain the exclusive right to control and direct all details of the Services. Contractor agrees that the Services will be performed by Michael Williams and Jennifer Stewart with the understanding that additional resources will be added by Michael Williams on a mutually agreed basis

2. TERM OF AGREEMENT. The Term of this Agreement shall commence on October 1, 2019 and shall continue in full force for one year unless otherwise terminated as provided herein. This Agreement may be renewed for additional one-year period(s) upon written mutual written agreement of both parties.

3. PAYMENT. In payment for Services rendered by the Contractor during the term of this Agreement, the Embassy shall pay Contractor $30,000 per month. Payment terms will be net thirty (30) days upon receipt of invoice, with all payments made in arrears. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that Contractor will be entitled to payments for periods or partials that occurred prior to the date of termination and for which Contractor has not yet been paid. The Contractor shall not submit expenses for reimbursement unless Contractor requests and receives prior written approval from the Embassy for the expenditures and the expenditures are made in compliance with applicable law and regulations.

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4. TERMINATION. Either Party may terminate this agreement upon 15 days written notice with no further obligation other than for Embassy to pay Contractor such fees and expenses which would have accrued up to and through the 15-day notice period, except that Embassy may terminate this Agreement at any time effective immediately in the event that Contractor engages in conduct that may negatively impact Contractor's public image and, by association, the public image of Embassy. Upon termination, the fixed monthly fee shall be prorated on the basis of the portion of the one-month term that had elapsed prior to the effective date of the termination, and Contractor shall refund Embassy for any advanced monthly or quarterly payments.

5. RELATIONSHIP. The parties understand and agree that Contractor is an independent contractor of the Embassy and not an employee of Embassy. None of the benefits, if any, that Embassy provides to its employees shall be available to the Contractor or the Contractor's employees, agents or representatives. The Contractor also agrees that consistent with its independent contractor status, neither it nor its employees, agents or representatives will apply for any government-sponsored benefits that are intended to apply to employees of the Embassy, including but not limited to unemployment benefits or worker's compensation. The Contractor acknowledges and agrees that it shall be responsible for filing all tax returns, tax declarations, and tax schedules and for the payment of all taxes required, when due, with respect to all compensation earned by the Contractor under this Agreement. Embassy will not withhold any employment taxes or other deductions from the compensation it pays the Contractor. This Agreement does not and shall not be deemed to create any partnership, joint venture relationship, employment relationship, agency relationship or any other similar relationship.

6. Conflicts: During the Term of this Agreement, and for one year thereafter upon expiration or termination of this Agreement, Contractor will not perform any work or accept any lobbying engagement for another government or governmental entity, or for any other client whose interests or objectives are reasonably known to Contractor to be adverse to the interests or objectives of Embassy, without express prior written approval by Embassy.

7. INTELLECTUAL PROPERTY: The Contractor hereby agrees that all Intellectual Property (defined below) invented or developed by the Contractor and its employees, agents and representatives for Embassy in connection with the performance of the Services, alone or jointly with others, during the contracted service period shall be the exclusive property of Embassy. The Contractor hereby assigns to the Embassy all right, title and interest in such Intellectual Property and agrees to assist the Embassy, at Embassy's expense, to obtain patents, copyright and trademark registrations for such Intellectual Property, to execute and deliver all documents and do any and all things necessary and proper on the Contractor's part to obtain such patents, copyright and trademark registrations and to execute specific assignments and other documents for such Intellectual Property as may be considered necessary or appropriate by the Embassy at any time during or after performance of the Services. Notwithstanding the foregoing, this provision does not apply to any invention that the Contractor develops entirely on its own time without using Embassy's equipment, supplies, facilities or trade secret information or

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that the Contractor develops entirely in the service of another client without using Embassy's equipment, supplies, facilities or trade secrets information. The Contractor will not place Intellectual Property in the public domain or disclose any inventions to third parties without the prior written consent of Embassy. "Intellectual Property" shall include all inventions, discoveries, patents, patent applications, registered and unregistered trademarks and service marks and all goodwill associated therewith and symbolized thereby, domain names, trademark applications and service mark applications, registered and unregistered copyrights (including without limitation databases and other compilations of information), confidential information, trade secrets and know-how, including processes, schematics, business methods, formulae, and computer software programs, and all other intellectual property and proprietary rights that, in Embassy's sole discretion, could be used within the scope of Embassy's business.

8. INSURANCE. Contractor acknowledges Contractor's obligation to obtain appropriate insurance coverage for the benefit of Contractor (and Contractor's employees, if any). Contractor waives any rights to recovery from the Embassy for any injuries that Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Contractor or Contractor's employees. Contractor agrees to provide Embassy with necessary documentation, including certificates of insurance, evidencing the required coverage, if requested.

9. CONFIDENTIALITY.

(a) Contractor shall use any information disclosed to Contractor by Embassy under this Agreement solely for the purposes expressly contemplated by this Agreement. Contractor shall hold in strict confidence all Confidential Information (as defined in (b)) disclosed to or otherwise obtained by it and protect all such Confidential Information with the utmost duty of care. Except as required by law and subject to the prior notification requirement discussed in (e) below, Contractor may disclose Confidential Information only to those members of its Staff who (i) have an absolute need to know the Confidential Information; (ii) are affirmatively required by Contractor to maintain the confidentiality of such Confidential Information in accordance with the provisions of this Agreement and (iii) are informed of such confidentiality obligations.

(b) For purposes of this Agreement, "Confidential Information" shall mean this Agreement, all of Contractor's work product under this Agreement except for final materials prepared for public disclosure, and all other nonpublic, confidential or proprietary information of Embassy, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained, whether or not patentable or copyrightable, and whether or not marked, designated or otherwise identified as "confidential", including, without limitation, discussions, data, analyses, processes, compilations, forecasts, studies, raw materials, samples, research and development information, records and other documents and other similar and related information concerning Embassy's operations. Confidential Information shall not, however, include any information that Contractor can establish with competent evidence (i) was publicly known or made generally available without a duty of confidentiality prior to the time of

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disclosure to Contractor by Embassy; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure to Contractor by Embassy through no wrongful act, fault, or negligence no action or inaction of Contractor; or (iii) is in the rightful possession of Contractor without confidentiality obligations at the time of disclosure by Embassy to Contractor as shown by its then-contemporaneous written files and records kept in the ordinary course of business.

(c) All materials received from Embassy, all information and analysis developed in connection with Contractor's Services, all Contractor work product, and all Confidential Information, is and shall remain the property of Embassy and archives and documents of a diplomatic mission that are inviolable and protected from disclosure by the Vienna Convention on Diplomatic Relations and U.S. law. Accordingly, during the term of this Agreement and following its termination, Contractor shall not disclose to others or convert to its own use any Confidential Information except with the prior written consent of Embassy.

(d) No license or other rights of any kind, express or implied, in or to the use of the Confidential Information is granted to Contractor or its Staff hereby. All information furnished to Contractor in connection with this Agreement (including any copies, notations, or assessments based on such information) and all Contractor work product shall be returned to Embassy upon request, and automatically upon termination of this Agreement.

(e) During the term of this Agreement and following its termination, if any Confidential Information is required to be disclosed by law, including by any order of any court of competent jurisdiction or other governmental authority, Contractor shall immediately inform Embassy of all such proceedings so that Embassy may attempt by appropriate legal means to limit such disclosure. In such case, Contractor shall use its best efforts to limit the disclosure and maintain confidentiality to the maximum extent possible.

(f) Contractor acknowledges that any breach or threatened breach of Confidentiality provisions will result in immediate, irreparable, and continuing injury to Embassy for which there is no adequate remedy at law. Accordingly, in the event of any such breach (or threatened breach), Embassy shall be entitled to terminate this Agreement effective immediately with no further obligation of payment and to seek preliminary and permanent injunctive relief, without bond, with respect to such breach. Contractor shall not oppose such relief on the grounds that there is an adequate remedy at law, and such right shall be cumulative and in addition to any other remedies at law or in equity (including monetary damages) which Embassy may have upon any such breach.

(g) The provisions of this section shall (i) apply to all Confidential Information disclosed to or otherwise obtained by Contractor prior to the execution of this Agreement, (ii) apply to all Confidential Information disclosed to or otherwise obtained by Contractor concurrently with or after execution of this Agreement, and (iii) survive the termination of this Agreement in perpetuity.

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10. REGISTRATION AND REPORTS. The Contractor is responsible for registering and filing reports with federal, state and local governments, as required by law or regulation, including contributions reports wherever possible in full compliance with applicable law, in connection with Contractor's activities on behalf of the Embassy. The reports must be filed in an accurate and timely manner at the Contractor's expense. Contractor will forward copies of all reports to the Embassy upon request. Contractor will provide all necessary information and assistance to the Embassy in a timely and accurate manner to enable the Embassy to comply with filing and registration obligations, if any, pursuant to applicable law. Contractor warrants that it has secured and will maintain all necessary licenses, certifications or registrations required by law.

12. **MISCELLANEOUS.** The Contractor shall not assign any of its rights or obligations hereunder without the prior written consent of the Embassy. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty hereof shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Agreement supersedes all negotiations, agreements and understandings among the parties with respect to the subject matter hereof and constitutes the entire agreement among the parties with respect thereto. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. This Agreement may not be modified or amended except by an instrument in writing duly executed by the parties hereto.

13. NOTICES. Except as otherwise set forth herein, any and all notices required under the terms of this Agreement shall be in writing and sent by hand delivery or by certified mail, return receipt requested. Unless otherwise designated in writing, notices shall be addressed to the parties at the addresses set forth at the beginning of this agreement. Delivery of any notice sent hereunder shall be deemed effective as of the date of receipt of such notice by the recipient.

14. NONWAIVER. Nothing in this Agreement shall be construed as a waiver of Embassy's rights, privileges, or diplomatic and sovereign immunities under the Vienna Conventions on Diplomatic and Consular Relations, or the Foreign Sovereign Immunities Act.

IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be executed as of the date and year first set forth above.

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THE WILLIAMS GROUP

By: 

Michael Williams, Principal

EMBASSY OF THE KINGDOM OF SAUDIA ARABIA

By: Khalid Al-Assaf 

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