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OMB No. 1124-0004; Expires October 31, 2026

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 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
USSA International LLC	7252

3. Name of Foreign Principal

The 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, and the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 03/27/2025

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

See Supplemental Filing

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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.

See Supplemental Filing

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.

See Supplemental Filing

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

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

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

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

Date	Contact	Method	Purpose

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12. During the period beginning 60 days prior to the obligation to register[3] to the date of registration 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] to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

Date	Recipient	Purpose	Amount/Thing of Value

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

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

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EXECUTION

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

Date	Printed Name		Signature
05/06/2025	Jason Chung	Sign	/s/Jason Chung
		Sign	
		Sign	
		Sign	

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Date	Printed Name	Signature
5/6/2025	JASON CHUNG	

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AMENDMENT AGREEMENT

Between
Public Investment Fund
and
USSA INTERNATIONAL LLC

AMENDMENT NO. 3 TO SERVICES CONTRACT BETWEEN THE PUBLIC INVESTMENT FUND AND USSA INTERNATIONAL LLC, IN CONNECTION WITH PROVIDING INVESTMENT RESEARCH AND SUPPORT SERVICES

Dated 27 March 2025 G
Corresponding to 27 Ramadan 1446 H

اتفاقية تعديل

بين
صندوق الاستثمارات العامة
و
يو أس أس آي انترناشيونال شركة ذات مسؤولية محدودة

التعديل رقم ٣ على
عقد الخدمات بين صندوق الاستثمارات العامة وشركة يو أس أس آي انترناشيونال شركة ذات مسؤولية محدودة. فيما يتعلق بتقديم خدمات الأبحاث الاستثمارية وخدمات الدعم

بتاريخ ٢٧ مارس ٢٠٢٥ م
الموافق ٢٧ رمضان ١٤٤٦ هـ

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This amendment agreement ("**Amendment Agreement**") is entered into on 27 Ramadan 1446 H, corresponding to 27 March 2025 G, by and between:

1. **THE PUBLIC INVESTMENT FUND**, a sovereign wealth fund of the Kingdom of Saudi Arabia, established pursuant to Royal Decree No. (24/M) and dated 25/6/1391H (corresponding to 17/08/1971G) and reorganized pursuant to Royal Decree No. M/92 dated 12/08/1440H (corresponding to 18/04/2019G), its Head Office located at Alra'idah Digital City, Building CS01, Al Nakhil District, P.O. Box 6847, Riyadh 11452, Kingdom of Saudi Arabia, (hereinafter referred to as the "**First Party**"); and
2. **USSA INTERNATIONAL LLC**, a limited liability company formed [under the Delaware Limited Liability Act, and registered] in the State of Delaware under Certificate of Formation number SR 20195917853 dated 11 July 2019, having its head office address at 767 5th Avenue 45th Floor, Post Code 10153, New York, United States of America, (hereinafter referred to as the "Second Party").

The First Party and the Second Party hereafter also referred to together as the "Parties" and each as a "Party".

أبرمت اتفاقية التعديل هذه («اتفاقية التعديل») في ٢٧ رمضان ١٤٤٦ هـ، الموافق ٢٧ مارس ٢٠٢٥ م، بين كل من:

ا. **صندوق الاستثمارات العامة**، وهو صندوق سيادي تأسس بموجب المرسوم الملكي رقم (٢٤/م) بتاريخ ١٣٩١/٦/٢٥هـ، والخاضع لنظام صندوق الاستثمارات العامة الصادر بموجب مرسوم ملكي رقم م/٩٢ تاريخ ١٤٤٠/٠٨/١٢هـ (الموافق ٢٠١٩/٠٤/١٨م)، ويقع مقره الرئيسي في مجمع الرائدة المدينة الرقمية، مبنى CS01، حي النخيل، صندوق بريد ٦٨٤٧، الرياض ١١٤٥٢، المملكة العربية السعودية (يشار إليه فيما بعد بـ «**الطرف الأول**»)، و

٢. شركة يو أس أس آي انترناشيونال، شركة ذات مسؤولية محدودة، وهي شركة ذات مسؤولية محدودة مؤسسة وفقاً لأنظمة الولايات المتحدة الأمريكية بقانون ديلاوير والمسجلة في ولاية ديلاوير بموجب شهادة إنشاء رقم ٢٠١٩٥٩١٧٨٥٣ اس ار وتاريخ ١١ يوليو ٢٠١٩، وعنوان مركزها الرئيسي في الطريق الخامس ٧٦٧ الدور ٤٥ الرمز البريدي ١٠١٥٣، مدينة نيويورك، الولايات المتحدة الأمريكية (يشار إليه فيما بعد بـ "الطرف الثاني")

ويشار إلى الطرف الأول والطرف الثاني مجتمعين فيما يلي بـ «الطرفان» أو "الطرفين" ويشار إلى كل طرف على حدة بـ «الطرف».

WHEREAS:

A. The Parties entered into an advisory Services Contract/ dated 15 February 2023 corresponding to 24th Rajab 1444 H, as amended by Amendment No. 1, dated 11 September 2023 corresponding to 26th Safar 1445 H and as further amended by Amendment No. 2, dated 1 July 2024 corresponding to 25th Dhu al-Hijjah H appended to this Amendment Agreement as Annex B (as amended, the "**Original Contract**"); and

B. The Parties now wish to modify the Original Contract as set out in this Amendment Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

الحيثيات:

أ. أبرم الطرفان عقد خدمات استشارية بتاريخ ١٥ فبراير ٢٠٢٣ الموافق ٢٤ رجب ١٤٤٤ هـ، والمعدّل بموجب التعديل رقم (١)، بتاريخ ١١ سبتمبر ٢٠٢٣ الموافق 26 صفر ١٤٤٥ هـ، والمعدّل أيضًا بموجب التعديل رقم (٢)، بتاريخ ١ يوليو ٢٠٢٤ الموافق ٢٥ ذي الحجة والمرفق باتفاقية التعديل هذه كملحق ("**العقد الأصلي**" وتعديلاته)؛ و.

ب. يرغب الطرفان الآن في تعديل العقد الأصلي على النحو الوارد في اتفاقية التعديل هذه

وعليه، فقد اتفق الطرفان على ما يلي:

ARTICLE 1 – INTERPRETATION

1. Unless otherwise defined, words defined in this Amendment Agreement shall have the same meaning as in the Original Contract.

المادة ١ – التفسير

ا. تسري تعريفات المصطلحات الواردة في العقد الأصلي على المصطلحات الواردة في اتفاقية التعديل هذه، ما لم يُنص على خلاف ذلك.

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ARTICLE 2 - AMENDMENT OF ORIGINAL CONTRACT

A. With effect from 01 January 2025G the Original Contract shall be amended as set out in Annex A to this Amendment Agreement.

B. Except as expressly set forth in this Amendment Agreement, no other change or modification is hereby made to the Original Contract. The Original Contract, as amended by this Amendment Agreement, continues to be, and shall remain, in full force and effect in accordance with its terms.

المادة ٢ - تعديل العقد الأصلي

أ. يُعدل العقد الأصلي على النحو الوارد في الملحق (أ) من اتفاقية التعديل هذه، اعتباراً من ٠١ يناير ٢٠٢٥م.

ب. باستثناء ما تم النص عليه صراحة في اتفاقية التعديل هذه، لن يتم إجراء أي تغيير أو تعديل على العقد الأصلي. ويبقى العقد الأصلي، المعدّل بموجب اتفاقية التعديل هذه، سارياً ونافذ المفعول بشكل كامل، وفقاً لبنوده.

ARTICLE 3 – MISCELLANEOUS

A. This Amendment Agreement is made under and shall be governed by and interpreted in accordance with the governing law of the Original Contract as is stipulated in the Original Contract. All disputes arising under or in connection with this Amendment Agreement shall be resolved in accordance with the dispute resolution procedure set out in the Original Contract.

B. This Amendment Agreement may be executed in one or more counterparts, each of which shall be deemed, when signed, an original, and all of which taken together shall constitute one agreement, binding on the Parties hereto.

"DULY EXECUTED by the authorised representatives of the Parties on the date first above mentioned

For the First Party "Public Investment Fund"

المادة ٣ – أحكام متنوعة

أ. تمت اتفاقية التعديل هذه وفقاً لأحكام العقد الأصلي، كما أنها تخضع وتُفسّر بموجب تلك الأحكام، وذلك بحسب ما نص عليه العقد الأصلي. وتُسوى جميع المنازعات التي تنشأ بموجب اتفاقية التعديل هذه أو تكون ذات علاقة بها وفقاً لإجراءات تسوية المنازعات المنصوص عليها في العقد الأصلي.

ب. يجوز توقيع اتفاقية التعديل هذه من نسخة واحدة أو أكثر، وتعتبر كل واحدة منها عند توقيعها نسخة أصلية، وتشكل في مجموعها اتفاقية واحدة ملزمة لكلا الطرفين.

حرر الممثلون المفوضون عن كلا الطرفين اتفاقية التعديل هذه في التاريخ الوارد أعلاه

عن الطرف الأول "صندوق الاستثمارات العامة"

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On behalf of the First Party

Mr. Mohammad M. AlQahtani
Head Procurement Department

نيابةً عن الطرف الأول

الأستاذ/ محمد مريّع القحطاني
مدير إدارة المشتريات

Signature:_____ :التوقيع

On behalf of the Second Party

Mr. Jason Aaron Chung
Head of USSA International LLC

نيابةً عن الطرف الثاني

الأستاذ جيسون أرون تشنغ
مدير شركة يو أس أس آي شركة ذات مسؤولية محدودة

Signature:_____ :التوقيع

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ANNEX A

SCHEDULE OF AMENDMENTS

- Article 6 (Term) of the Original Contract shall hereby be amended and restated as follows:

This Contract shall commence from 3 January 2023 G (the "Effective Date" and shall continue for an initial term that concludes on 31 December 2025 G, unless terminated earlier pursuant to Article (7). At the end of the initial term, this Contract shall be automatically renewed for an additional year unless either party notifies the other in writing of its decision not to extend the term of such Service Contract at least thirty (30) days prior to the expiration of the term then in effect.

- The definition "Costs" of the Original Contract shall hereby be amended and restated as follows:

"**Costs**" means ordinary and necessary costs, calculated in accordance with IFRS and included in the financial period when they are deductible for U.S. corporate income tax purposes, incurred by the Second Party in the performance of Services under this Contract including, without limitation: (1) employee salaries, employee benefits, travel expenses, professional fees and other costs of personnel performing Services; (2) rent, depreciation and other costs of equipment and facilities used in performing Services; and (3) allocation for general and administrative ("G&A") costs properly allocable to the performance of Services. For the avoidance of doubt, the amortization of costs incurred and capitalized prior to the commencement of the Services on the Effective Date and not pertaining to the acquisition or development of a fixed asset will not be included in the Costs. Such exclusions will include, but not be limited to: (1) employee salaries, employee benefits and other costs of personnel engaged during the process of gathering a work force but not yet performing the Services; and (2) rent incurred before the Effective Date.

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- Appendix No. (2) Team Members:

Division	Specialist	Professional	Mid Mgt.	Sr. Mgt.	Grand Total
Chief of Staff	3	1	1	1	6
Compliance & Governance	0	2	1	0	3
Corporate Affairs	1	0	1	0	2
Finance	2	2	2	0	6
International Investment	0	5	1	0	6
Investment Strategy and Economic Insights	1	10	3	0	14
Legal	0	1	1	0	2
Risk	0	1	1	0	2
Shared Services	3	10	2	0	15
Business Development	2	4	6	0	12
Grand Total	**12**	**36**	**19**	**1**	**68**

- Appendix No. (3) Fees is hereby amended and restated as follows:

Description	Forecasted Fees (USD)	Comment
Second Party Reimbursed Costs	47,930,000	Based on the Services provided to the First Party
Cost Plus Fee (≈10%)	4,791,600	
Withholding Taxes (5%)	2,636.080	
Total Forecasted Fee (Including Taxes)	55,357,680	

In exchange for performing the Services and all other obligations under the terms of this Contract, the Second Party shall be reimbursed by the First Party for the Costs the Second Party incurs in performing the Services (collectively all such Costs are referred to as the "**Reimbursed Costs**"). In addition to the Reimbursed Costs, the First Party shall pay the Second Party an amount (the "**Cost Plus Fee**") calculated as ten percent (10%) of Costs comprising the Reimbursed Costs. Notwithstanding the foregoing, if the Second Party subcontracts with Affiliates and/or third parties to perform the Services, the Costs so incurred by Service Provider will be billed to the First Party at the same rate charged to the Second Party by such Affiliates and/or third parties, without additional markup, unless otherwise agreed to by the First Party.

The Service Fees shall be reviewed annually by the Parties and may be adjusted retrospectively or prospectively by mutual agreement of the Parties to the extent the Parties determine that an adjustment is necessary to appropriately apply the arm's length standard under Section 482 of the U.S. Internal Revenue Code, and the regulations promulgated thereunder. The Parties acknowledge that individual transactional financial analysis would be administratively burdensome, if not impossible, and accordingly agree that, where necessary, reasonable accounting conventions or methodologies (other than incremental costing) may be applied in order to allocate and apportion a reasonable amount of Costs to be charged to the First Party for the Services. The Parties acknowledge the inherent complexity of computing precise service fees within the Year of activity. Accordingly, within a reasonable time after completion by the Second Party of its audited Year-end financial statements, if the Second Party determines that the aggregate amount paid by the First Party to the Second Party hereunder either overstates or understates the amount properly payable hereunder for the Services, then the Second Party shall invoice or credit, as the case may be, the First Party for the amount of such variance for the previous Year.

Upon executing this Contract, the Total Forecasted fee, shall be paid in quarterly installments to the Second Party; provided, that the Parties may adjust the quarterly installments payable in respect of the Total Forecasted Fee to reflect incurred expenses. Additional payments may be made subject to First Party acceptance.

Installments may be paid proportionally to accommodate business requirements, subject to the First Party's acceptance.

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ANNEX B

الملحق (ب)

Public Investment Fund

Services Contract

صندوق الاستثمارات العامة

عقد خدمات

Services Contract

between

The Public Investment Fund

and

USSA International LLC

in connection with providing investment research and support services;

Dated 15 February 2023

Corresponding to 24th Rajab 1444H

عقد خدمات

بين

صندوق الاستثمارات العامة

و

يو أس أس آي انترناشونال شركة ذات مسؤولية محدودة

فيما يتعلق بتقديم خدمات الأبحاث الاستثمارية وخدمات الدعم

بتاريخ ١٥ فبراير ٢٠٢٣ م
الموافق ٢٤ رجب ١٤٤٤ هـ

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Public Investment Fund
Amendment Agreement

صندوق الاستثمارات العامة
اتفاقية تعديل

THE PUBLIC INVESTMENT FUND

AND

USSA INTERNATIONAL LLC

صندوق الاستثمارات العامة

و

يو أس أس آي انترناشيونال شركة ذات مسؤولية محدودة

AMENDMENT NO. [1] TO
In connection with providing investment research and support services

التعديل رقم [١] على
فيما يتعلق بتقديم خدمات الأبحاث الاستثمارية وخدمات الدعم

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Public Investment Fund
Amendment Agreement

صندوق الاستثمارات العامة
اتفاقية تعديل

THE PUBLIC INVESTMENT FUND

AND

USSA INTERNATIONAL LLC

صندوق الاستثمارات العامة

و

يو أس أس آي انترناشيونال شركة ذات مسؤولية محدودة

AMENDMENT NO.2 TO SERVICES CONTRACT BETWEEN THE PUBLIC INVESTMENT FUND AND USSA INTERNATIONAL LLC, IN CONNECTION WITH PROVIDING INVESTMENT RESEARCH AND SUPPORT SERVICES

التعديل رقم ٢ على عقد الخدمات بين صندوق الاستثمارات العامة وشركة يو أس أس آي انترناشيونال شركة ذات مسؤولية محدودة. فيما يتعلق بتقديم خدمات الأبحاث الاستثمارية وخدمات الدعم

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