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

U.S. Department of Justice
Washington, DC 20530

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

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

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

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

1. Name of Registrant
Prosek LLC d/b/a Prosek Partners

2. Registration Number
7435

3. Primary Address of Registrant
28 East 28th Street, 15th Floor, New York, NY 10016

4. Name of Foreign Principal
Future Investment Initiative Institute

5. Address of Foreign Principal
RDC Complex Building CS01 4th Floor, Unit 9, 4044 Al Imam Saud Ibn Abdul Aziz Branch Road
Riydah, Al Nakhil
SAUDI ARABIA 12382

6. Country/Region Represented
SAUDI ARABIA

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

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

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

a) Branch or agency represented by the registrant

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

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

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

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

b) Aim, mission or objective of foreign political party

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

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

FII Institute is a global non-profit foundation focused on impactful solutions in AI and robotics, education, health care, and sustainability. With a data driven approach combined with an innovative investment arm, the Institute has been at the forefront of fostering transformative changes and global collaboration.

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).

See Appendix for Response

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.

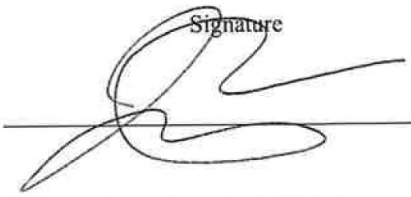
Date	Printed Name		Signature
07/15/2024	Jennifer Prosek	Sign	/s/Jennifer Prosek
		Sign	
		Sign	
		Sign	

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EXECUTION

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Date	Printed Name	Signature
July 15, 2024	JENNIFER PROSEK	

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Appendix
Response to Item 11

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

Item 10(b) Owned:
FII Institute is a global non-profit organization with its headquarters in Riyadh, Saudi Arabia. The FII Institute is governed by its Board of Trustees, appointed by Saudi royal decree to align the FII Institute's activities with its vision and mission. The Chairman of FII Institute is the Governor of the Public Investment Fund. FII has many public and private partners, including the Public Investment Fund as Founding Partner and Saudi Ministry of Investment as Vision Partner.

Item 10(b) Financed: FII Institute is a global non-profit organization with its headquarters in Riyadh, Saudi Arabia. The FII Institute is governed by its Board of Trustees, appointed by Saudi royal decree to align the FII Institute's activities with its vision and mission. The Chairman of FII Institute is the Governor of the Public Investment Fund. FII has many public and private partners, including the Public Investment Fund as Founding Partner and Saudi Ministry of Investment as Vision Partner.

Item 10(b) Subsidized: FII Institute is a global non-profit organization with its headquarters in Riyadh, Saudi Arabia. The FII Institute is governed by its Board of Trustees, appointed by Saudi royal decree to align the FII Institute's activities with its vision and mission. The Chairman of FII Institute is the Governor of the Public Investment Fund. FII has many public and private partners, including the Public Investment Fund as Founding Partner and Saudi Ministry of Investment as Vision Partner.

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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
Prosek LLC d/b/a Prosek Partners	7435

3. Name of Foreign Principal

Future Investment Initiative Institute

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? 04/04/2024

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

Prosek Partners has been retained by Future Investment Initiative Institute (FII) to provide communications and public relations services on an ongoing basis. The services will be provided in accordance with the Letter of Agreement (LOA) attached. FII will pay Prosek according to the monthly retainer as set forth in the LOA.

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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.

FII is a global non-profit with an agenda of working across the globe with decision makers and innovators to advance humanity in four key areas: AI and robotics, education, healthcare, and sustainability. Prosek will help FII fulfill this mission by providing FII and its Chief Executive Officer Richard Attias with ongoing communications and media relations support to share FII's success and facilitate new opportunities. The full scope of work is described in the attached LOA.

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.

Prosek's services will not include advocacy before the US government but may include communications with the US media and US investors on behalf of FII as part of the services outlined in the LOA.

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.

Prosek has provided the following limited historical services to FII: (1) proactive messaging to reporters and conference organizers pitching FII's CEO Mr. Attias for opportunities to meet the press and participate in third party events; (2) publishing content on LinkedIn summarizing FII events; and (3) discussing with Prosek private sector clients potential opportunities to attend FII Riyadh.

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

Date	Contact	Method	Purpose
See Appendix for Response			

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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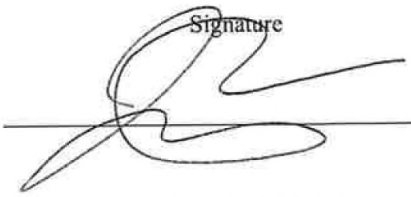
Date	Printed Name		Signature
07/15/2024	Jennifer Prosek	Sign	/s/Jennifer Prosek
		Sign	
		Sign	
		Sign	

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Date	Printed Name	Signature
July 15, 2024	JENNIFER PROSEK	

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Appendix
Response to Item 11-List

Item 11-List: Prior to the date of registration for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this 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 in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
05/07/2024	Andy Serwer, Barron's	Email	Pitched interview for Richard Attias.
05/13/2024	Ian King, Sky News (via intermediary)	Whatsapp	Pitched interview for Richard Attias.
05/14/2024	Deborah Weitzman, BBC World Service	Email	Pitched interview for Richard Attias.
05/14/2024	George Hay, Reuters	Email	Pitched interview for Richard Attias.
05/14/2024	Karen Kwok, Reuters	Email	Pitched interview for Richard Attias.
05/14/2024	Pierre Braincon, Reuters	Email	Pitched interview for Richard Attias.
05/14/2024	Michael Ertl, BBC World Service	Email	Pitched interview for Richard Attias.
05/15/2024	Josh Saul, Bloomberg News	Email	Pitched interview for Richard Attias.
05/15/2024	Francine Lacqua, Bloomberg News	Email	Pitched interview for Richard Attias.
05/15/2024	Martine Paris, Forbes and BBC	Email	Pitched interview for Richard Attias.
05/15/2024	Charles Forelle, Wall Street Journal	Email	Pitched interview for Richard Attias.
05/15/2024	Astrid Galvin, Axios	Email	Pitched interview for Richard Attias.
05/15/2024	Juan Spinetto, Bloomberg	Email	Pitched interview for Richard Attias.
05/15/2024	Luis Garcia, Wall Street Journal	Email	Pitched interview for Richard Attias.
05/15/2024	Samantha Pearson, Wall Street Journal	Email	Pitched interview for Richard Attias.
05/15/2024	Sheena McKenzie, CNN International	Email	Pitched byline by Richard Attias.
05/15/2024	Miranda Aldersley, The Economist	Email	Pitched byline by Richard Attias.
05/15/2024	Juan Forero, Wall Street Journal	Email	Pitched interview for Richard Attias.
05/16/2024	Memphis Barker, The Telegraph	Email	Pitched interview for Richard Attias.
05/16/2024	Richard Fletcher, The Times	Email	Pitched interview for Richard Attias.
05/16/2024	Gideon Rachman, Financial Times	Email	Pitched interview for Richard Attias.
05/16/2024	Nicholas Vinocur, Politico EU	Email	Pitched interview for Richard Attias.
05/16/2024	Jens Glusing, De Speigel	Email	Pitched interview for Richard Attias.
05/16/2024	Michael Pooler, Financial Times	Email	Pitched interview for Richard Attias.
05/16/2024	Andy Serwer, Barron's	Email	Pitched interview for Richard Attias.
05/16/2024	Samuel Lovett	Email / Linkedin	Pitched interview for Richard Attias.
05/16/2024	Michel Leclercq, Le Figaro	Linkedin	Pitched interview for Richard Attias.
05/22/2024	Forbes CEO Conference	Email	Requested more information about speaking opportuities for Richard Attias at 2024 Forbes Global CEO Conference.

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05/22/2024	Forbes Middle East Healthcare Summit	Email	Requested more information about speaking opportuities for Richard Attias at 2024 Forbes Middle East Healthcare Summit.
05/22/2024	Forbes Healthcare Summit	Email	Requested more information about speaking opportunities for Richard Attias at 2024 Forbes Healthcare Summit.
05/29/2024	Clarabelle Chaw, Forbes	Email	Requested more information about speaking opportuities for Richard Attias at 2024 Forbes Global CEO.
06/03/2024	Clark Ryan, Veritas	Zoom call	Spoke with Clark about Veritas attending FII's Riyadh Conference.
06/03/2024	Mohamed El Aassar, Fortune	Email	Pitched byline by Richard Attias.
06/04/2024	Maneet Ahuja, Forbes	Email	Pitched Richard Attias as a potential speaker for Forbes Iconoclast.
06/04/2024	Mohamed El Aassar, Fortune	Email	Pitched byline by Richard Attias.
06/05/2024	Caroline Broderick, The Economist	Email	Pitched Richard Attias as a potential speaker for Economist Health.
06/06/2024	Maneet Ahuja, Forbes	Phone Call	Discuss opportunity for Richard Attias to speak at Forbes Iconoclast.
06/06/2024	Zoe Cruz, CEO, Menai	Zoom call	Spoke with Zoe about the Menai attending FII's Riyadh Conference.
06/07/2024	LinkedIn	LinkedIn post	Katie O'Reilly posted on LinkedIn about FII conference in Rio: https://url.us.m.mimecastprotect.com/s/FlxdCW6wpMFA91REcLe3dy?domain=linkedin.com
06/07/2024	Lionel Povo and Abeer Khan, Forbes	Teams Call	Discussed Forbes Middle East Healthcare conference and speaking opportunities for Richard Attias.
06/13/2024	Karen Kwok, Reuters	Phone Call	Received a call from Karen asking about logistics for Riyadh conference; she also confirmed her interest in interviewing Richard Attias.
06/13/2024	Daniel Lippman, Politico / Concordia	Email	Pitched Richard Attias as a speaker for Concordia Summit.
06/13/2024	Lauren Rich, Wafra	Teams Call	Spoke with Lauren and another member of her team about the potential of Wafra attending FII conference in Riyadh
06/15/2024	LinkedIn	LinkedIn Post	Trevor Gibbons posted on Linkedin about conference in Rio: https://url.us.m.mimecastprotect.com/s/btHBCXD7qNsx5lVQhrthRZ?domain=linkedin.com
06/18/2024	Prosek Clients	Zoom call	Hosted a Zoom with Richard Attias of FII and Prosek clients to discuss attending/speaking at FII8 in Riyadh and what people should know before attending
06/25/2024	WSJ, Eric Niiler and Amrith Ramkumar	Email	Pitched interview for Richard Attias.
06/26/2024	Entrepreneur, Jason Feifer	Email	Pitched interview for Richard Attias.
06/26/2024	Fast Company, Adele Peters	Email	Pitched interview for Richard Attias.
06/26/2024	Fortune, Alexandra Sternlicht	Email	Pitched interview for Richard Attias.
06/27/2024	Concordia Summit, Matthew Swift and Cooper Miqueli	Call	Discussed potential speaking opportunities for Richard Attias to speak at the upcoming Concordia Summit.
06/27/2024	Forbes, Elizabeth Humphrey and Megan Hennessey	Call	Discussed potential speaking opportunities for Richard Attias to speak at the upcoming Forbes Healthcare Summit.

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This Agreement will confirm the engagement of Prosek LLC (dba Prosek Partners) ("Prosek" or "Prosek Partners") by Future Investment Initiative Institute (FII) ("Client") as a provider of certain communications services, effective as of April 1, 2024 (the "Effective Date").

1. **Services**: During the Term (as defined below), Prosek Partners shall provide such communications services to Client set forth on Annex A hereto (the "Services").

Prosek Partners shall perform the Services in a timely, professional and workmanlike manner and exercise its skill and judgment in accordance with the highest professional standards applicable in the relevant industry. Prosek Partners makes no express guarantees other than the assurance that it will act in good faith and use its best efforts to carry out the Services in accordance with the written instructions provided by Client consistent with this Agreement, the provisions of Annex A and the applicable laws in the Kingdom of Saudi Arabia.

Client will provide Prosek Partners with the information and resources necessary for Prosek to provide the Services. Client shall be responsible for the accuracy, completeness and propriety of information that it provides to Prosek Partners concerning Client's products, services, organization and activities, as well as its compliance with applicable laws in the Kingdom of Saudi Arabia. Client shall be responsible for reviewing all publicity, press releases, press documents and other materials prepared by Prosek Partners to confirm that all representations, direct or implied, are supported by objective data then possessed by Client, and to confirm and approve the accuracy of the descriptions and depictions of the products and services of Client and its competitors. The parties further acknowledge that after Prosek Partners has issued material to the press or to another third party, its use is no longer under Prosek Partners' control. Prosek Partners cannot assure the use of materials by the media, nor can Prosek assure that any information published will accurately convey the information provided by Prosek. Nothing herein contained shall be construed to relieve Prosek Partners from any liability due to fraudulent misrepresentations, gross negligence and/or willful misconduct.

2. **Term**: This Agreement commences as of the Effective Date and shall terminate upon not less than ninety (90) days prior written notice by one party to the other (the "Term"). Prosek Partners may suspend Services or terminate this Agreement upon ten (10) days prior written notice to Client if Client breaches its obligations under this Agreement, including Client's failure to make payments when due and Client fails to cure such a breach within ten (10) days from receiving a written notice from Prosek Partners specifying the breach and requesting its remedy. Client shall have the right to terminate this Agreement in the event of breach by Prosek Partners of its obligations hereunder and fails to remedy the same within ten (10) days from the date of receipt of a written notice sent by the Client specifying the breach and requesting its remedy. Furthermore, Client shall have the right to terminate this Agreement forthwith if Prosek Partners are adjudicated bankrupt, liquidated, have a receiver appointed over all or a significant

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prosek

part of their assets or business, enter into a compromise with its creditors or is the subject of proceedings similar to any of the aforementioned occurrences.

3. **Fees**: During the Term, Client shall pay Prosek Partners: a monthly minimum retainer of [redacted] in connection with the "Core Monthly Retainer" services set forth on Annex A (the "Retainer"). Prosek Partners determined the Retainer based upon an estimate of [redacted] hours per month (the "Estimate"). If the actual hours worked on the respective services exceed the Estimate, Prosek Partners will bill Client for such overage at a rate of [redacted] per additional hour worked over the Estimate.

Prosek Partners bills travel time for its employees at the employee's standard hourly rate.

On each annual anniversary of the Effective Date, the Retainer and the blended hourly rate will increase by an amount relative to the previous years' Cost of Living Adjustment (as determined by the Bureau of Labor Statistics).

In the event of termination of this Agreement prior to its Term for any reason whatsoever (e.g. convenience, for breach remaining uncured, bankruptcy etc...), fees shall be paid on a pro-rata temporis basis.

4. **Expenses**: For routine out-of-pocket expenses including subscription services, non-proprietary database access (e.g. Factiva and Cision), financial terminals (e.g. Bloomberg), Zoom and conference call fees, overnight mail, courier services, copying, local travel (when appropriate), etc., Prosek Partners charges a flat rate equal to [redacted] of all fees payable under this Agreement.

For non-routine expenses paid directly by Prosek Partners on Client's behalf, including news release distribution services, news monitoring services, out-of-town travel, etc., Prosek Partners will seek Client's prior written approval and, upon receipt of such approval, bill these non-routine expenses to Client at cost, without any markup.

Where necessary, Prosek Partners may engage third-party vendors on Client's behalf with Client's prior written approval. All costs incurred as a result of engaging any third-party vendors shall be payable by Client and will be billed directly to Client by the third-party vendor (whenever possible) without any markup.

5. **Payments**: Prosek Partners will issue an invoice for the Retainer upon execution of this Agreement. Thereafter, Prosek Partners will issue monthly invoices to Client on the first day of each month for the Retainer and for all additional fees and expenses incurred during the preceding month. All invoices are due and payable upon 30 days of receipt. Client shall pay a service charge on undisputed fees and expenses

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equal to [redacted] per month (or the maximum legal interest rate) on invoices outstanding beyond forty-five (45) days.

6. **Confidentiality**: Prosek Partners and Client may disclose to one another certain confidential information including, but not limited to, financial information, product and business plans, financial projections, historical data and information, and marketing/competitive data (collectively, "Confidential Information"). For a period of five (5) years from receipt of Confidential Information, neither party will disclose the other party's Confidential Information to any third party without the prior written consent of the other party, nor will a party make use of any of the other party's Confidential Information except in the performance of rights or obligations under this Agreement. Each party will use at least the same degree of care to avoid disclosure of the other party's Confidential Information as it uses with respect to its own Confidential Information, but in no event shall less than reasonable care be used. Each party retains all right and interest in and to its own Confidential Information.

Confidential Information does not include information: (a) generally available or known to the public other than through a breach of this Agreement by recipient; (b) previously known to the recipient without any obligation of confidentiality; (c) independently developed by the recipient outside the scope of this Agreement without any use of the other party's Confidential Information; (d) lawfully disclosed to the recipient by a third party under no obligation of confidentiality; or (e) disclosed pursuant to a valid court order or as required by a judicial court or tribunal of competent jurisdiction or a regulatory agency, provided, however, that to the extent legally permitted to do so, the recipient has provided the discloser with prompt notice of such order or other requirement and allowed it the opportunity to seek confidential treatment of the relevant information or seek any other remedy available at law.

7. **Non-Solicitation:** During the Term and for a period of two (2) years after its termination or expiration, neither party shall, except in connection with this Agreement, directly or indirectly, recruit, solicit, employ, engage utilize the services of or otherwise retain any employee or individual contractor of the other party without such party's written consent; provided, that a party shall not be in breach of this Section based on its general solicitations or advertisements for employment (including the use of a recruiting agency) not specifically targeted at the other party's employees or individual contractors. In the event that a party (the "Soliciting Party"), in connection with such general solicitations or advertisements or through a recruiting agency, receives an application of employment or engagement, or other employment-related inquiry, submitted by an employee or individual contractor of the other party (the "Employer"), the Soliciting Party shall not hire, employ or engage such employee or individual contractor of the Employer without the written consent of the Employer as required in the preceding sentence.

If either party hires the other party's employee or individual contractor, or otherwise causes the other party's employee or individual contractor to resign from the other party, in violation of this section, the non-breaching party shall be entitled to receive from the breaching party, as liquidated damages, an

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amount equal to [redacted] of the total annualized compensation (including any bonus or incentive compensation payment in the year of breach paid as compensation for the prior year's services) for the last full calendar year (pro-rated if such employee or individual contractor did not work the entire prior calendar year) paid by the non-breaching party to such employee or individual contractor, along with the non-breaching party's reasonable legal fees. The parties agree that the liquidated damages set forth in this paragraph are a reasonable estimate of the cost of replacing the lost employee or individual contractor and therefore not a penalty.

As used in this Section 7, the term "Prosek" or "Prosek Partners" shall include Prosek Partners and all of its parents, subsidiaries and affiliates.

8. **Indemnification:** Client shall indemnify and hold Prosek Partners, its officers, directors, employees, affiliates and agents harmless from and against all losses, damages, liabilities, claims, demands, lawsuits, subpoenas, discovery requests, governmental investigations or inquiries and expenses, including reasonable attorneys' fees, brought or threatened by a third party or governmental body or agency, which Prosek Partners may incur or be liable for arising out of or in connection with (a) any alleged or actual defects in Client's products or services; (b) allegations that Client's activities or any material or information supplied by Client to Prosek Partners infringes upon the copyright, trademark, trade secret, patent or other intellectual property and/or proprietary rights of any third party or violates a third party's right of privacy or publicity or any other personal right, or that Client's activities, material or information induce, promote or encourage the violation of or infringement upon the rights of any third party; (c) allegations relating to Prosek Partners' engagement hereunder or any services provided by Prosek Partners to Client hereunder; (d) any breach of Client's covenants, representations and/or warranties under this Agreement; (e) risks or restrictions that Prosek Partners brings to Client's attention where Client elects to proceed; or (f) the actual or alleged acts, omissions or practices of Client including, but not limited to claims or allegations of Client's gross negligence or willful misconduct.

Prosek Partners shall indemnify, defend and hold Client, its officers, directors, employees, affiliates and agents harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorneys' fees, brought by a third party, which Client may incur or be liable for arising out of or in connection with (a) any breach of Prosek's covenants, representations and/or warranties under this Agreement, or (b) Prosek's gross negligence, fraudulent misrepresentations or willful misconduct in connection with the Services, in each case except where such claims are subject to indemnification by Client, as set forth above.

9. **Intellectual Property Ownership**: To the extent that Prosek Partners creates materials specifically ordered and commissioned by Client under this Agreement (collectively, the "Materials"), Client's right in and title to the Materials shall vest in Client upon payment in full to Prosek Partners of all amounts then due and owing. Notwithstanding the foregoing, Prosek Partners retains all copyrights and all other intellectual property rights in all tools and methodologies it uses to provide the Services including, but not

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limited to, all training documents, slide decks, training videos and other training materials, software applications, and all other works of authorship, ideas, inventions, processes, designs, technology, information and materials created by or on behalf of Prosek Partners in the regular course of its business, which are not specially ordered and commissioned by Client.

10. **Limitation of Liability**: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF EITHER PARTYWAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Save for claims based on fraudulent misrepresentations, gross negligence and/or willful misconduct, Prosek Partners' total aggregate liability for any claim of any kind arising as a result of or related to this Agreement, whether based in contract, warranty, or any other legal or equitable grounds, is limited to the amounts received by Prosek Partners from Client for the particular project(s) which form(s) the basis of such claim.

11. Governing Law; **Jurisdiction; Arbitration**: This Agreement and any claims or disputes relating thereto shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia. All disputes arising under this Agreement shall be resolved by binding arbitration in accordance with the Arbitration Rules of the Saudi Center for Commercial Arbitration ("SCCA") , and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be before a single arbitrator selected pursuant to the SCCA Arbitration Rules and shall take place in Riyadh, Saudi Arabia. In the event of any action or proceeding to enforce this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, disbursements and costs.

12. **Entire Agreement**: This Agreement constitutes the entire agreement of the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the parties in connection with such subject matter.

[*Signature Page Follows*]

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IN WITNESS WHEREOF, the parties below have executed this Agreement.

Prosek LLC (dba Prosek Partners)

By:_____

Name: Russell Nuce

Title: Chief Operating Officer

Date: April 4, 2024

Future Investment Initiative Institute

By:_____

Name: Richard Attias

Title: Chief Operating Officer

Date:_____

Please complete, in full, the client invoicing information on the attached page.

28 East 28th Street, 15th Floor, New York, NY 10016
212 279 3115 prosek.com

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Annex A

Activity	Hours ([redacted]/hour)
News Bureau • Facilitate introductory, relationship-building meetings with select reporters for Richard and/or select FII board members. • Secure high-impact media opportunities, including podcast and broadcast, for Richard and/or select FII board members that reach global audiences • Prepare briefing materials for spokespeople in advance of media interviews, including broadcast, as needed • Provide issues management counsel where necessary	[redacted]
Thought Leadership • Develop messaging for Richard to own on topics key to FII ("thought leadership pillars") • Pitch, draft, and place bylines based on agreed upon pillars • Secure speaking opportunities and briefing materials in advance of events • Develop, draft, and design bi-monthly LinkedIn newsletter on news and insights unique to Richard and FII	
Monitoring and Account Maintenance • Weekly/bi-weekly calls and team meetings • Administrative support	
Total Monthly Hours	[redacted]
Total Monthly Retainer ([redacted]/hour)	[redacted]
Plus Routine Out-of-Pocket Charge of [redacted]	[redacted]/month
Total Retainer Cost	$53,460/month

- News Bureau: News bureau activities are focused on highlighting FII's momentum and Richard Attias' perspective on trending issues. We will collaborate with FII on a pipeline of compelling news content and timely story angles and present it on a regular basis to priority traditional and digital media.

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- KPIs: 12 media opportunities per year (approximately 1 per month) with Richard as spokesperson
- KPIs: 6 opportunities per year (approximately 1 every other month) with FII board members or sector experts, based on availability
- Prosek will handle inbound media requests for FII and Richard, triage inbounds, make recommendations, prepare briefing materials and staff interviews, as appropriate.
- For conference specific activity, Prosek will provide strategic counsel to FII. Should FII require Prosek's assistance in inviting and managing media around events, securing and staffing interviews at conferences, coordinating with local PR firms and/or providing execution-level media support at conferences, FII and Prosek will agree to such activities and payment terms under a separate scope of work.

- Thought Leadership: Developing and amplifying a unique POV on key issues will help both Richard and FII stand apart from others in the space. Activities will include:
  - Bylines / Op-ed placements: With input on topics from Richard and FII's sector experts, Prosek will develop and pitch bylines in target business outlets.
    - KPIs: 1 per quarter
  - Conferences/C-level speaking opportunities: Secure speaking opportunities for Richard at key conferences, symposiums, and events on topics that support FII's broader goals, missions, and themes.
    - KPIs: 2-3 opportunities through 2024 (approximately one per quarter)
  - Newsletter development: Curate, draft, and design a bi-monthly LinkedIn newsletter on behalf of Richard and FII which captures unique insights, news, and perspectives important to the FII community.
    - KPIs: 1 newsletter developed every other month.

Working in concert with FII industry experts and Richard, Prosek will be responsible for turning FII's ideas into suitable content for FII's target stakeholder groups which include policymakers, CEOs, investors, and world leaders.

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Please complete in full, the Invoicing Information below.

Attention of: _____

Phone: _____ E-mail: ___ _____

*Please list all email contacts that should receive invoice copies

Accounts Payable phone # and contact name: _____

Purchase Order # if required: _____

Does your company need a W-9? ☐ Yes ☐ No

To whom should it be sent if different than above? _____

If you are a direct payment permit holder or non-profit organization, please attach documentation.

All newswire charges will be billed directly. Please provide the account numbers of your newswire accounts

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