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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
Richard Attias & Associates LLC

2. Registration Number
7528

3. Primary Address of Registrant
555 Madison Avenue, 17th Floor, New York, NY 10022

4. Name of Foreign Principal
FII Institute

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

6. Country/Region Represented
SAUDI ARABIA

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

- ☐ 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)* Global 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.

Global non-profit that seeks to foster great minds from around the world and turn ideas into real-world solutions and actions in four critical areas: Artificial Intelligence (AI) and Robotics, Education, Healthcare and Sustainability.

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.

Received by NSD/FARA Registration Unit 01/24/2025 4:07:26 PM

## 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 |
|---|---|---|---|
| 01/24/2025 | Richard Attias | Sign | /s/Richard Attias |
| | | Sign | |
| | | Sign | |
| | | Sign | |

Received by NSD/FARA Registration Unit 01/24/2025 4:07:26 PM

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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 |
|---|---|---|
| 1/22/25 | Richard Atkins | Richard Atkins |
| | | |
| | | |
| | | |

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# Appendix
# Response to Item 11

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

Item 10(b) Directed: Foreign principal FII exercises control over Registrant by virtue of the agreement included in the registration documents

Item 10(b) Controlled: Foreign principal FII exercises control over Registrant by virtue of the agreement included in the registration documents

Item 10(b) Financed: Foreign principal FII and the Kingdom of Saudi Arabia subsidize by virtue of the agreement included in the registration documents.

Item 10(b) Subsidized: Foreign principal FII and the Kingdom of Saudi Arabia subsidize by virtue of the agreement included in the registration documents.

Received by NSD/FARA Registration Unit 01/24/2025 4:07:26 PM

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM

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 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 |
|---|---|
| Richard Attias & Associates LLC | 7528 |

3. Name of Foreign Principal

FII 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? 08/22/2022

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

Engage in program development and organize meetings with speakers to discuss thematic pillars and topics some of which are related to U.S. policy.



Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM

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

Engage in program development and organize meetings with speakers to discuss thematic pillars and topics some of which are related to U.S. policy.

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.

Engage in program development and organize meetings with speakers to discuss thematic pillars and topics some of which are related to U.S. policy.

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.

Engaged in program development and organized meetings with speakers to discuss thematic pillars and topics some of which are related to U.S. policy.

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 |
|---|---|---|---|
| 07/25/2022 | FII Institute | Service fee | $ 2,026,740.00 |
| 10/12/2022 | FII Institute | Service fee | $ 868,583.00 |
| 03/09/2023 | FII Institute | Service fee | $ 999,953.00 |
| 03/16/2023 | FII Institute | Service fee | $ 999,953.00 |
| 04/06/2023 | FII Institute | Service fee | $ 999,953.00 |
| 07/31/2023 | FII Institute | Service fee | $ 1,345,347.49 |
| 02/20/2024 | FII Institute | Service fee | $ 1,499,963.00 |
| 03/15/2024 | FII Institute | Service fee | $ 1,999,963.00 |
| 04/18/2024 | FII Institute | Service fee | $ 1,540,005.40 |
| | | | $ 12,280,460.89 |
| | | | Total |

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 |
|---|---|---|---|
| 09/01/2022-10/31/2022 | Event contractors | Event service fees | $ 2,895,323.00 |
| 03/01/2023-07/31/2023 | Event contractors | Event service fees | $ 4,345,206.49 |
| 03/01/2024-04/30/2024 | Event contractors | Event service fees | $ 5,039,931.40 |
| | | | $ 12,280,460.89 |
| | | | Total |

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

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

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM

## 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 |
|---|---|---|---|
| 01/24/2025 | Richard Attias | Sign | /s/Richard Attias |
| | | Sign | |
| | | Sign | |
| | | Sign | |

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM

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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 |
|---|---|---|
| 1/22/25 | Richard Atkins | Richard Atkins |
| | | |
| | | |
| | | |

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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 |
|---|---|---|---|
| 09/15/2022 | Andrew ZOLLI | Phone | Event programming |
| 09/15/2022 | Miguel A ROZO | Phone | Event programming |
| 09/15/2022 | Yasser ABUATEEK | Phone | Event programming |
| 09/15/2022 | Wahdan AL KADI | Phone | Event programming |
| 09/15/2022 | H.e. Khalid AL-FALIH | Phone | Event programming |
| 09/15/2022 | H.e. Yasir AL-RUMAYYAN | Phone | Event programming |
| 09/15/2022 | Mohamed ALABBAR | Phone | Event programming |
| 09/15/2022 | Chinelo ANOHU | Phone | Event programming |
| 09/15/2022 | Zain ASHER | Phone | Event programming |
| 09/15/2022 | Sam BANKMAN-FRIED | Phone | Event programming |
| 09/15/2022 | Prof. José Manuel BARROSO | Phone | Event programming |
| 09/15/2022 | Barbara BELVISI | Phone | Event programming |
| 09/15/2022 | Dror BENSHETRIT | Phone | Event programming |
| 09/15/2022 | Mohammed BIN DAYEL | Phone | Event programming |
| 09/15/2022 | H.h. Prince Faisal BIN FARHAN AL SAUD | Phone | Event programming |
| 09/15/2022 | H.e. Shamma BINT SUHAIL FARIS AL MAZRUI | Phone | Event programming |
| 09/15/2022 | Alby BOCANEGRA | Phone | Event programming |
| 09/15/2022 | H.e. Irina BOKOVA | Phone | Event programming |
| 09/15/2022 | Tony CHO | Phone | Event programming |
| 09/15/2022 | Alfred CHUANG | Phone | Event programming |
| 09/15/2022 | Marcelo CLAURE | Phone | Event programming |
| 09/15/2022 | Alexandra COUSTEAU | Phone | Event programming |
| 09/15/2022 | Peter DIAMANDIS, M.D. | Phone | Event programming |
| 09/15/2022 | Sutian DONG | Phone | Event programming |
| 09/15/2022 | Nisreen ELSAIM | Phone | Event programming |
| 09/15/2022 | Sam ENGLEBARDT | Phone | Event programming |
| 09/15/2022 | David GROVER | Phone | Event programming |
| 09/15/2022 | Dayle HADDON | Phone | Event programming |
| 09/15/2022 | Amir HEMMAT | Phone | Event programming |
| 09/15/2022 | Annastiina HINTSA | Phone | Event programming |
| 09/15/2022 | Hélène HUBY | Phone | Event programming |
| 09/15/2022 | Peggy JOHNSON | Phone | Event programming |
| 09/15/2022 | Li JUNHUA | Phone | Event programming |
| 09/15/2022 | Gosia KARAS | Phone | Event programming |
| 09/15/2022 | Vanessa KEITH | Phone | Event programming |
| 09/15/2022 | Suzanne KIANPOUR | Phone | Event programming |
| 09/15/2022 | Daniel KLEINMAN | Phone | Event programming |
| 09/15/2022 | Guillaume LACROIX | Phone | Event programming |
| 09/15/2022 | Jeanne Celestine LAKIN | Phone | Event programming |

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM

| | | | |
|---|---|---|---|
| 09/15/2022 | Edie LUSH | Phone | Event programming |
| 09/15/2022 | Anoushka MEHTA | Phone | Event programming |
| 09/15/2022 | Sara MENKER | Phone | Event programming |
| 09/15/2022 | Michael MILKEN | Phone | Event programming |
| 09/15/2022 | Lisa MILLER | Phone | Event programming |
| 09/15/2022 | Michael MOSS | Phone | Event programming |
| 09/15/2022 | Gonzalo MUÑOZ | Phone | Event programming |
| 09/15/2022 | Alejandro NAVIA | Phone | Event programming |
| 09/15/2022 | Rana NOVACK | Phone | Event programming |
| 09/15/2022 | Nnenna NWAKANMA | Phone | Event programming |
| 09/15/2022 | Lina OSMAN | Phone | Event programming |
| 09/15/2022 | John PAGANO | Phone | Event programming |
| 09/15/2022 | Nelson PELTZ | Phone | Event programming |
| 09/15/2022 | Courtney POWELL | Phone | Event programming |
| 09/15/2022 | Dina POWELL MCCORMICK | Phone | Event programming |
| 09/15/2022 | Jane POYNTER | Phone | Event programming |
| 09/15/2022 | Oliver RIPLEY | Phone | Event programming |
| 09/15/2022 | Judith RODIN | Phone | Event programming |
| 09/15/2022 | Paul ROMER | Phone | Event programming |
| 09/15/2022 | Nouriel ROUBINI | Phone | Event programming |
| 09/15/2022 | Kailash SATYARTHI | Phone | Event programming |
| 09/15/2022 | Avi SCHIFFMANN | Phone | Event programming |
| 09/15/2022 | Martha SCHWARTZ | Phone | Event programming |
| 09/15/2022 | Helle THORNING-SCHMIDT | Phone | Event programming |
| 09/15/2022 | H.e. Dasho Tshering TOBGAY | Phone | Event programming |
| 09/15/2022 | Mariana VASCONCELOS | Phone | Event programming |
| 03/01/2023 | Yasir Al-Rumayyan | Phone | Event programming |
| 03/01/2023 | Rishi Kapoor | Phone | Event programming |
| 03/01/2023 | Jared Kushner | Phone | Event programming |
| 03/01/2023 | David Rosenberg | Phone | Event programming |
| 03/01/2023 | Sara Menker | Phone | Event programming |
| 03/01/2023 | Fermin Bueno | Phone | Event programming |
| 03/01/2023 | Felipe Chávez Cortés | Phone | Event programming |
| 03/01/2023 | Chip Kaye | Phone | Event programming |
| 03/01/2023 | Luis Manuel Hernández | Phone | Event programming |
| 03/01/2023 | Matteo Renzi | Phone | Event programming |
| 03/01/2023 | Alan Pellegrini | Phone | Event programming |
| 03/01/2023 | Dina Powell McCormick | Phone | Event programming |
| 03/01/2023 | Jeff Zalaznick | Phone | Event programming |
| 03/01/2023 | Michael Novogratz | Phone | Event programming |
| 03/01/2023 | Nili Gilbert | Phone | Event programming |
| 03/01/2023 | Luis Alberto Moreno | Phone | Event programming |
| 03/01/2023 | Michl Binderbauer | Phone | Event programming |
| 03/01/2023 | Nomzamo Mbatha | Phone | Event programming |
| 03/01/2023 | John Quinn | Phone | Event programming |
| 03/01/2023 | Barry Sternlicht | Phone | Event programming |
| 03/01/2023 | Gabrielle (Ellie) Rubenstein | Phone | Event programming |
| 03/01/2023 | Shu Nyatta | Phone | Event programming |
| 03/01/2023 | Guang Yang | Phone | Event programming |
| 03/01/2023 | Jack Selby | Phone | Event programming |
| 03/01/2023 | Greg Norman | Phone | Event programming |
| 03/01/2023 | John Chipman | Phone | Event programming |
| 03/01/2023 | Manuel Medina | Phone | Event programming |
| 03/01/2023 | Hélène Huby | Phone | Event programming |

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|---|---|---|---|
| 03/01/2023 | Matthew Stoudt | Phone | Event programming |
| 03/01/2023 | Nicole Dyskant | Phone | Event programming |
| 03/01/2023 | Sven Otto Julius Littorin | Phone | Event programming |
| 03/01/2023 | Gaston Taratuta | Phone | Event programming |
| 03/01/2023 | Brian Hook | Phone | Event programming |
| 03/01/2023 | Paul Rothman | Phone | Event programming |
| 03/01/2023 | Mehmood Khan | Phone | Event programming |
| 03/01/2023 | Steve Shallenberger | Phone | Event programming |
| 03/01/2023 | Jenny Johnson | Phone | Event programming |
| 03/01/2023 | Tidjane Thiam | Phone | Event programming |
| 03/01/2023 | Enrique Mezo | Phone | Event programming |
| 03/01/2023 | Antonio J. Gracias | Phone | Event programming |
| 03/01/2023 | Alan Baratz | Phone | Event programming |
| 03/01/2023 | Justin Smith | Phone | Event programming |
| 03/01/2023 | Klaus Hommels | Phone | Event programming |
| 03/01/2023 | Scott Goodwin | Phone | Event programming |
| 03/01/2023 | Jane Poynter | Phone | Event programming |
| 03/01/2023 | Fahim Al Qasimi | Phone | Event programming |
| 03/01/2023 | Helle Thorning-Schmidt | Phone | Event programming |
| 03/01/2023 | Joe Dowling | Phone | Event programming |
| 03/01/2023 | Ivan Soto-Wright | Phone | Event programming |
| 03/01/2023 | Donald Tang | Phone | Event programming |
| 03/01/2023 | Ertharin Cousin | Phone | Event programming |
| 03/01/2023 | Mohan Munasinghe | Phone | Event programming |
| 03/01/2023 | Chinelo Anohu | Phone | Event programming |
| 03/01/2023 | Patrick Zhong | Phone | Event programming |
| 03/01/2023 | Asaad Al Jomoai | Phone | Event programming |
| 03/01/2023 | Samir Assaf | Phone | Event programming |
| 03/01/2023 | Rayan Fayez | Phone | Event programming |
| 03/01/2023 | Hani Enaya | Phone | Event programming |
| 03/01/2023 | Faisal Bin Bandar Bin Sultan Al Saud | Phone | Event programming |
| 03/01/2023 | Juan Franck | Phone | Event programming |
| 03/01/2023 | Gitanjali Rao | Phone | Event programming |
| 03/01/2023 | Peggy Johnson | Phone | Event programming |
| 03/01/2023 | Frank A. Cordasco, M.D., M.S. | Phone | Event programming |
| 03/01/2023 | Stephen Harper | Phone | Event programming |
| 03/01/2023 | Tony Robbins | Phone | Event programming |
| 03/01/2023 | Nelson Peltz | Phone | Event programming |
| 03/01/2023 | Alex Rodriguez | Phone | Event programming |
| 03/01/2023 | Tyler Dickson | Phone | Event programming |
| 03/01/2023 | Craig Robins | Phone | Event programming |
| 03/01/2023 | Steven T. Mnuchin | Phone | Event programming |
| 03/01/2023 | Jeff T. Blau | Phone | Event programming |
| 03/01/2023 | Josh Harris | Phone | Event programming |
| 03/01/2023 | Faisal J. Abbas | Phone | Event programming |
| 03/01/2023 | Charles F. Stewart | Phone | Event programming |
| 03/01/2023 | Scarlett Arana | Phone | Event programming |
| 03/01/2023 | Najla Al Nomair | Phone | Event programming |
| 03/01/2023 | Sergio Tomas Massa | Phone | Event programming |
| 03/01/2023 | Ben Horowitz | Phone | Event programming |
| 03/01/2023 | Marc Andreessen | Phone | Event programming |
| 03/01/2023 | Courtney Powell | Phone | Event programming |
| 03/01/2023 | Steve Wynn | Phone | Event programming |
| 03/01/2023 | Reema Bint Bandar Al Saud | Phone | Event programming |

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| | | | |
|---|---|---|---|
| 03/01/2023 | Richard Attias | Phone | Event programming |
| 03/01/2023 | Javier Villamizar | Phone | Event programming |
| 03/01/2023 | Suzanne Kianpour | Phone | Event programming |
| 03/01/2023 | Laura Gaviria Halaby | Phone | Event programming |
| 03/01/2023 | Saif Ishoof | Phone | Event programming |
| 03/01/2023 | Shervin Pishevar | Phone | Event programming |
| 03/01/2023 | Swati Chaturvedi | Phone | Event programming |
| 03/01/2023 | Nicolas Gaume | Phone | Event programming |
| 03/01/2023 | John Yearwood | Phone | Event programming |
| 03/01/2023 | Geeta Nayyar | Phone | Event programming |
| 03/01/2023 | Zain Asher | Phone | Event programming |
| 03/01/2023 | Edie Lush | Phone | Event programming |
| 03/01/2023 | Eithnne Treanor | Phone | Event programming |
| 03/01/2023 | Rakan Tarabzoni | Phone | Event programming |
| 03/01/2023 | Sam Englebardt | Phone | Event programming |
| 03/01/2023 | Adam Neumann | Phone | Event programming |
| 03/01/2023 | Jerry Inzerillo | Phone | Event programming |
| 02/01/2024 | Gerry Keefe | Phone | Event programming |
| 02/01/2024 | Sam Kennedy | Phone | Event programming |
| 02/01/2024 | Jared Kushner | Phone | Event programming |
| 02/01/2024 | Manfredi Lefebvre d'Ovidio | Phone | Event programming |
| 02/01/2024 | Itai Lemberger | Phone | Event programming |
| 02/01/2024 | Gregg Lemkau | Phone | Event programming |
| 02/01/2024 | Anton Levy | Phone | Event programming |
| 02/01/2024 | Anna Lewis | Phone | Event programming |
| 02/01/2024 | Pamela Liebman | Phone | Event programming |
| 02/01/2024 | Joe Lonsdale | Phone | Event programming |
| 02/01/2024 | Rob Lowe | Phone | Event programming |
| 02/01/2024 | Moj Mahdara | Phone | Event programming |
| 02/01/2024 | Manuel D. (Manny) Medina | Phone | Event programming |
| 02/01/2024 | Emil Michael | Phone | Event programming |
| 02/01/2024 | Steven Mnuchin | Phone | Event programming |
| 02/01/2024 | Brent Montgomery | Phone | Event programming |
| 02/01/2024 | Nael Mustafa | Phone | Event programming |
| 02/01/2024 | Geeta Nayyar | Phone | Event programming |
| 02/01/2024 | Sam Nazarian | Phone | Event programming |
| 02/01/2024 | Shannon K. O'Neil | Phone | Event programming |
| 02/01/2024 | Femi Oke | Phone | Event programming |
| 02/01/2024 | Morgan Ortagus | Phone | Event programming |
| 02/01/2024 | Mehmet Oz | Phone | Event programming |
| 02/01/2024 | Paddy Padmanathan | Phone | Event programming |
| 02/01/2024 | Gwyneth Paltrow | Phone | Event programming |
| 02/01/2024 | Don Peebles | Phone | Event programming |
| 02/01/2024 | Shervin Pishevar | Phone | Event programming |
| 02/01/2024 | Bob Pittman | Phone | Event programming |
| 02/01/2024 | Mike Pompeo | Phone | Event programming |
| 02/01/2024 | Courtney Powell | Phone | Event programming |
| 02/01/2024 | Dina Powell McCormick | Phone | Event programming |
| 02/01/2024 | Eric Pulier | Phone | Event programming |
| 02/01/2024 | John Quinn | Phone | Event programming |
| 02/01/2024 | Aneel Ranadive | Phone | Event programming |
| 02/01/2024 | Raj Rao | Phone | Event programming |
| 02/01/2024 | Matteo Renzi | Phone | Event programming |
| 02/01/2024 | Stephen M. Ross | Phone | Event programming |
| 02/01/2024 | David M. Rubenstein | Phone | Event programming |

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| | | | |
|---|---|---|---|
| 02/01/2024 | Gabrielle Rubenstein | Phone | Event programming |
| 02/01/2024 | Eric Schmidt | Phone | Event programming |
| 02/01/2024 | Stephen A. Schwarzman | Phone | Event programming |
| 02/01/2024 | Jack Selby | Phone | Event programming |
| 02/01/2024 | Rahul Singhvi, Sc. D | Phone | Event programming |
| 02/01/2024 | Robert Smith | Phone | Event programming |
| 02/01/2024 | Barry Sternlicht | Phone | Event programming |
| 02/01/2024 | Steve Stoute | Phone | Event programming |
| 02/01/2024 | Francis X. Suarez | Phone | Event programming |
| 02/01/2024 | Lawrence H. Summers | Phone | Event programming |
| 02/01/2024 | Julie Sweet | Phone | Event programming |
| 02/01/2024 | Tanay Tandon | Phone | Event programming |
| 02/01/2024 | Billy Thalheimer | Phone | Event programming |
| 02/01/2024 | Shara Ticku | Phone | Event programming |
| 02/01/2024 | Jerry Todd | Phone | Event programming |
| 02/01/2024 | Eithne Treanor | Phone | Event programming |
| 02/01/2024 | Vijay V. Vaitheeswaran | Phone | Event programming |
| 02/01/2024 | Tom Vice | Phone | Event programming |
| 02/01/2024 | Maja Vujinovic | Phone | Event programming |
| 02/01/2024 | Kirk Wagar (ret.) | Phone | Event programming |
| 02/01/2024 | Magda Wierzycka | Phone | Event programming |
| 02/01/2024 | Guang Yang | Phone | Event programming |
| 02/01/2024 | Caroline Yap | Phone | Event programming |
| 02/01/2024 | Jeff Zalaznick | Phone | Event programming |
| 02/01/2024 | Patrick Zhong | Phone | Event programming |
| 02/01/2024 | Jack Abraham | Phone | Event programming |
| 02/01/2024 | Nabil Ait Akkache | Phone | Event programming |
| 02/01/2024 | Yasir Al-Rumayyan | Phone | Event programming |
| 02/01/2024 | Henadi Al-Saleh | Phone | Event programming |
| 02/01/2024 | Reema Bandar Al-Saud | Phone | Event programming |
| 02/01/2024 | Armaan Ali | Phone | Event programming |
| 02/01/2024 | Saad Alshahrani | Phone | Event programming |
| 02/01/2024 | Adrian Aoun | Phone | Event programming |
| 02/01/2024 | Caroline Arnold | Phone | Event programming |
| 02/01/2024 | Richard Attais | Phone | Event programming |
| 02/01/2024 | Ce?cilia Attais | Phone | Event programming |
| 02/01/2024 | Anthony Baker | Phone | Event programming |
| 02/01/2024 | Gavin Baker | Phone | Event programming |
| 02/01/2024 | Gerard Baker | Phone | Event programming |
| 02/01/2024 | Rym Baouendi | Phone | Event programming |
| 02/01/2024 | Gerard Barron | Phone | Event programming |
| 02/01/2024 | Maria Bartiromo | Phone | Event programming |
| 02/01/2024 | Pierre Beaudoin | Phone | Event programming |
| 02/01/2024 | Dror Benshetrit | Phone | Event programming |
| 02/01/2024 | Gene Berdichevsky | Phone | Event programming |
| 02/01/2024 | Todd Boehly | Phone | Event programming |
| 02/01/2024 | Inna Braverman | Phone | Event programming |
| 02/01/2024 | Tad Brown | Phone | Event programming |
| 02/01/2024 | Thomas Cahill | Phone | Event programming |
| 02/01/2024 | Gerry Cardinale | Phone | Event programming |
| 02/01/2024 | Tony Cho | Phone | Event programming |
| 02/01/2024 | Kyle Clark | Phone | Event programming |
| 02/01/2024 | Marcelo Claure | Phone | Event programming |
| 02/01/2024 | Manus Cranny | Phone | Event programming |
| 02/01/2024 | Dan Dees | Phone | Event programming |
| 02/01/2024 | Michael S. Dell | Phone | Event programming |

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| | | | |
|---|---|---|---|
| 02/01/2024 | Jim DeMare | Phone | Event programming |
| 02/01/2024 | Arjun (JJ) Desai | Phone | Event programming |
| 02/01/2024 | Gregory Dewerpe | Phone | Event programming |
| 02/01/2024 | Arnold W. Donald | Phone | Event programming |
| 02/01/2024 | Hani Enaya | Phone | Event programming |
| 02/01/2024 | Sam Englebardt | Phone | Event programming |
| 02/01/2024 | David Faber | Phone | Event programming |
| 02/01/2024 | Rayan Fayez | Phone | Event programming |
| 02/01/2024 | Larry Fitzgerald, Jr. | Phone | Event programming |
| 02/01/2024 | Katherine E. Fleming | Phone | Event programming |
| 02/01/2024 | Rick Fox | Phone | Event programming |
| 02/01/2024 | Tom Garfinkel | Phone | Event programming |
| 02/01/2024 | Bianna Golodryga | Phone | Event programming |
| 02/01/2024 | Scott Goodwin | Phone | Event programming |
| 02/01/2024 | Sean Gourley | Phone | Event programming |
| 02/01/2024 | Navneet Govil | Phone | Event programming |
| 02/01/2024 | Antonio J. Gracias | Phone | Event programming |
| 02/01/2024 | Brian Grazer | Phone | Event programming |
| 02/01/2024 | David Grover | Phone | Event programming |
| 02/01/2024 | Sam Gyimah | Phone | Event programming |
| 02/01/2024 | John Hanke | Phone | Event programming |
| 02/01/2024 | Josh Harris | Phone | Event programming |
| 02/01/2024 | Josh Harris | Phone | Event programming |
| 02/01/2024 | Troy Harvey | Phone | Event programming |
| 02/01/2024 | Jack Hidary | Phone | Event programming |
| 02/01/2024 | Amir Husain | Phone | Event programming |
| 02/01/2024 | Gianni Infantino | Phone | Event programming |
| 02/01/2024 | Saif Ishoof | Phone | Event programming |
| 02/01/2024 | Jennifer Johnson | Phone | Event programming |
| 02/01/2024 | Thomas Kaplan | Phone | Event programming |
| 02/01/2024 | Rishi Kapoor | Phone | Event programming |
| 02/01/2024 | Vimal Kapur | Phone | Event programming |
| 02/01/2024 | Alex Karp | Phone | Event programming |

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# STATEMENT OF WORK

This statement of work ("**SOW**") is entered into on 31st of January, 2024

## PARTIES

1) **The Future Investment Initiative Institute**, a non-profit entity incorporated by Royal Order A/124 on 29/2/1441 H (29/10/2019 G), whose registered office is located at RDC Complex, Building CS01, 4th Floor, Unit 9, 4044 Al Imam Saud Ibn Abdul Aziz Branch Road, Riyadh, 12382, Saudi Arabia (hereinafter referred to as the "**First Party**"), and

2) **Richard Attias and Associates LLC,** a company duly incorporated under the laws of the State of Connecticut, holding Employer Identification Number 26-2999066 with its address at 555 Madison Avenue, New York, NY 10022, (hereinafter referred to as the "**Second Party**")

Each referred to as a Party, and together as the Parties.

## BACKGROUND

A. The Parties entered into a framework agreement (the "**Framework Agreement**"), allowing the First Party to request services from the Second Party.

B. Pursuant to the Framework Agreement, the First Party request certain services to be provided by the Second Party, and the Second Party agrees to provide such services to the First Party in accordance with this SOW in connection with the Priority Summit which will take place in Miami, Florida. (the "**Event**").

C. The terms of the Framework Agreement are hereby incorporated by reference herein and shall be deemed to have the same force and effect as if set forth in full herein.

D. All capitalized terms not otherwise defined in this SOW shall have the meanings ascribed to them in the Framework Agreement.

## 1. TERM

The SOW shall come into force on the date it is executed by the Parties.

## 2. SCOPE OF WORK

The Second Party shall supply the Services in accordance with this SOW, as outlined below:



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## FII PRIORITY - MIAMI

*Miami. 22-23 February 2024*

**Phase 1**

| Budget by activities | | | BUDGET |
|---|---|---|---|
| 1. VENUE | | | $ [redacted] |
| 2. F&B PARTICIPANTS & MEDIA | | | $ [redacted] |
| 3. PROGRAMMING | | | $ [redacted] |
| 4. PRODUCTION | | | $ [redacted] |
| 5. OPERATIONS | | | $ [redacted] |
| 6. MARKETING MATERIAL | | | $ [redacted] |
| 7. ADVISORY | | | $ [redacted] |
| 8. CONTINGENCY | | | $ [redacted] |
| **Total Budget in USD (exc. 7 % Sales Tax)** | | | **$** [redacted] |
| **Total with Sales Taxes** | | | **$** [redacted] |

*NB1: These amounts exclude the FII participation or any partner participation*

**Planning of settlement:**

USD [redacted] at the signature of the
Budget Phase 1 USD [redacted] on 15
February 2024
Balance upon final invoice after the conference

Done in New York on January 30, 2024,

| Future Investment Initiative, Institute | Richard Attias & Associates |
|---|---|
| Richard Attias | |



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# PRIORITY SUMMIT - MIAMI

*Miami. 22-23 February 2024*

## 1. VENUE

| N° | Description | Budget |
|---|---|---|
| 1 | **Function Room Rental at the Faena Convention Center, Miami** | [redacted] |
| | **01 Plenary Hall** | |
| | **02 Private rooms** | |
| | **01 Media Center** | |
| | **01 Staff office** | |
| | **Lunch areas** | |
| | **Breakfast area** | |
| | **5 conclaves rooms (3 days)** | |
| | *Setup on 19, 20 and 21 of February* | |
| | *Meeting on 22 and 23 of February* | |
| | *Dismantling on 24 and 25 of February* | |
| 2 | **PIF Interview room at the Faena Hotel** | [redacted] |
| 3 | **RA&A will provide the architecture to support the streaming and the participants connections.** | [redacted] |
| | Wifi is provided by the hotel for participants | |
| | Extra connection has to be organized for live feed. | |
| | **Total Budget in USD (exc. 7 % Sales Tax)** | [redacted] |



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# FII PRIORITY - MIAMI

*Miami. 22-23 February 2024*

## 2. F&B PARTICIPANTS & MEDIA

| N° | Description | Qty | Unit | Price | Budget |
|---|---|---|---|---|---|
| | | | | | |
| 1. | **CEO Diner** | | | | |
| | ***Wednesday 21st February*** | | | | |
| | *Passed hors d'Œuvres* | 60 | 1 | [redacted] USD | [redacted] |
| | *Buffet* | 60 | 1 | [redacted] USD | [redacted] |
| | *Drinks package* | 60 | 1 | [redacted] USD | [redacted] |
| | *PAO Venue feee* | | | | [redacted] |
| | *Bartender fee* | | 1 | [redacted] USD | [redacted] |
| | *Chef fee* | | 2 | [redacted] USD | [redacted] |
| | | | | | |
| 2. | **Breakfast Session** | | | | |
| | ***Thursday 22nd February from 07.30 to 08.30*** | | | | |
| | *Continental breakfast* | 400 | 1 | [redacted] USD | [redacted] |
| | | | | | |
| 3. | **Breakfast Session** | | | | |
| | ***Friday 23rd February from 07.30 to 08.30*** | | | | |
| | *Continental breakfast* | 350 | 1 | [redacted] USD | [redacted] |
| | | | | | |
| 4. | **Working Lunches** | | | | |
| | ***Thursday 22nd February from 12.30 to 14.00*** | | | | |
| | *Buffet lunch* | 550 | 1 | [redacted] USD | [redacted] |
| | | | | | |
| - | **Farewell brunch** | | | | |
| | ***Friday 23rd February from 14.00*** | | | | |
| | *Standing cocktail lunch (cold options and warm options)* | 350 | 1 | [redacted] USD | [redacted] |
| | *Wine & beer bar package for 2 hours* | 350 | 1 | [redacted] USD | [redacted] |
| | *Bartender fee* | 6 | 1 | [redacted] USD | [redacted] |
| | *Chef fee* | 4 | 1 | [redacted] USD | [redacted] |
| | | | | | |
| - | **All day premium beverage stations** | | | | |
| | *Thursday 23rd February, all day - Plenary hall & 1st floor combined* | 550 | 1 | [redacted] USD | [redacted] |
| | *Friday 23rd February, half day - Plenary hall & 1st floor combined* | 550 | 1 | [redacted] USD | [redacted] |
| | | | | | |
| - | **Press / Media Area - All day premium beverage stations** | | | | |
| | *Thursday 22nd February from 07.00 to 19.00* | 30 | 1 | [redacted] USD | [redacted] |
| | *Friday 23rd February from 07.00 to 15.00* | 30 | 1 | [redacted] USD | [redacted] |
| | | | | | |
| | ***TOTAL F&B Day 1 and Day 2*** | | | | [redacted] |
| | | | | | |
| - | **Gala Diner** | | | | |
| | *Thursday 22nd February from 19.00 to 22.00* | | | | |
| | *Reception at Carbone Restaurant* | 450 | 1 | | [redacted] |
| | *Privatization* | | | | |
| | *Production* | | | | |
| | | | | | |
| | **Total Budget in USD (exc. 7 % Sales Tax)** | | | | [redacted] |



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# FII PRIORITY - MIAMI

*Miami. 22-23 February 2024*

## 3. PROGRAMMING

| N° | Description | Budget |
|---|---|---|
| 1. | **Program Development (Content)** | [redacted] USD |
| | A program team of experts staffed for the Event topic | |
| | 02 days program including main program and sessions. | |
| | Several meetings prior the Event on thematic pillars and topics | |
| | Program and speakers briefings | |
| 2. | **Audience Generation** | [redacted] USD |
| | Email and phone marketing campaigns. | |
| 3. | **Speakers Fees** | [redacted] USD |
| | Specific speakers will be targeted (Larry Summers: 150,000$ + logistics) | |
| | Confirmed paid expert speakers who will participate under contract and who will offer interventions in the program. | |
| 4. | **Moderator Fees** | [redacted] USD |
| | 04 moderators – independent from media partnerships (E.Trainor, F.Oke, E.Lush, S.Oneil) | |
| 5. | **Speakers Travel** | [redacted] USD |
| | Travel reserved accosrding the sepakers and program needs | |
| | This amount covers the cost of individual flights + private planes for the celebrities (not charging fees apperance) | |
| 5. | **Speakers Accommodation** | [redacted] USD |
| | Accommodation for speakers at the Mariott and Faena Hotel | |
| | This amount covers the cost of hotel rooms | |
| 6. | **Data implementation & priority compass activation** | [redacted] USD |
| | Several data researche and implementation in the program and backgrounds | |
| | **Total Budget in USD (exc. 7 % Sales Tax)** | [redacted] USD |



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## FII PRIORITY - MIAMI

*Miami. 22-23 February 2024*

### 4. PRODUCTION

| N° | Description | Budget |
|---|---|---|
| | | |
| 1. | **Creative Concept** | [redacted] USD |
| | *RA&A will create a full 3-D concept design of venues, including staging, floorplans, seating.* | |
| | *Full presentation.* | |
| | | |
| 2. | **Decoration** | [redacted] USD |
| | RA&A will produce the decor and branding of the plenary as well as all rooms decor and branding. | |
| | **01 Plenary room** | |
| | 01 Circular plenary stage with steps and carpet designed and constructed | |
| | Full branding concept will all be produced, installed and dismantled. | |
| | 07 Speakers chairs designed and constructed | |
| | 07 Speakers tables designed and constructed | |
| | 01 Lecterns designed and constructed for plenary | |
| | Fabric (Black) to hide all trusses | |
| | Access steps | |
| | Carpet stage flooring | |
| | Camera platforms (x3) | |
| | Carpet in the plenary hall, additional branding on all walls including plenary hall | |
| | All components including building materials and covering for backstage areas, camera platforms and mainstage/front of house | |
| | **01 Registration** | |
| | 03 work stations | |
| | 06 high stools | |
| | **03 Conclave rooms** | |
| | Conclaves backdrop | |
| | **03 Interview corner** | |
| | Photocall | |
| | | |
| 3. | **Signage** | [redacted] USD |
| | Directional signage, | |
| | Welcome signage at the Hotel and at the Conference Center | |
| | Indoors directional signage | |
| | Special design for all totems, surfboards | |
| 4.1 | **Technical Equipment (Video/display technology)** | [redacted] USD |
| | **Plenary room** | |
| | ***03 LED screens*** | |
| | ***Rigging / trusses*** | |
| | ***Broadcast / cameras*** | |
| | ***Lightings*** | |
| | Lights on stage designed for speeches and different sessions | |
| | ***01 Sound system (Includes all sound monitors, public address system, amplifiers)*** | |
| | Sound designed for speakers on stage | |
| | Sound designed for the audience | |
| | Microphones for speakers, tie microphones and headset Microphones | |
| | Amplifiers | |
| | Full equipped venue for all sessions, based on approved creative concept, integrating the latest technology and offering an enhanced live experience. | |
| | Opening Jingle Video | |
| | Backgrounds dedicated for each session | |
| | ***Videoplayers*** | |
| | *01 Press sound feedbox* | |
| | *Record (2x Tascam CDR)* | |
| | *02 Consoles and Stage Racks (Backstage video world streaming), streaming mix* | |
| | *Switches* | |
| | *Multi-mode fiber optics to support all back stage and front of house* | |

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| | | | |
|---|---|---|---|
| *01 Video Control systems* | | | |
| *05 Monitors for front of house/backstage* | | | |
| *08 Clearcom Intercom System including all beltpacks, headphones)* | | | |
| **4.2 LED and Sound system for the amphitheater** | | [redacted] | **USD** |
| | | | |

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| | | |
|---|---|---|
| **5. Video / photography** | [redacted] | **USD** |
| *Videography and Photography services.* | | |
| *Best of video* | | |
| *Full Photo archive* | | |
| *One team fully dedicated to record all the networking moments, the sessions to create a best of* | | |
| *A team of photographers to take pictures across the conference* | | |
| | | |
| **6. Simultaneous translation** | [redacted] | **USD** |
| 2 cabins, 400 headsets, English/Arabic (no Spanish) | | |
| | | |
| | | |
| | | |
| **7. Interpreters** | [redacted] | **USD** |
| Human resources management of all production resources to ensure a flawless show. | | |
| | | |
| **8. Technical & Production Staff Salaries** | [redacted] | **USD** |
| RA&A will employ production and technical crew during the preparation and execution/delivery phases. | | |
| Human resources management of all production resources to ensure a flawless show. | | |
| **Staff includes:** | | |
| 01 Production Directors | | |
| 01 Operation Director | | |
| 01 Operation Assistant | | |
| 05 Room Monitors | | |
| 01 Technical Directors | | |
| 01 Technical Assistants | | |
| 01 Stage Manager | | |
| 01 Video/ LED Director | | |
| 01 Sound Director | | |
| 01 Light Director | | |
| 02 Staff for Broadcasting | | |
| Technical Crew: power, cables, set up of the LED Screen, of the sound & Light System | | |
| 01 Decor Director | | |
| Decoration Crews | | |
| | | |
| **Total Budget in USD (exc. 7 % Sales Tax)** | [redacted] | **USD** |



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FUTURE INVESTMENT INITIATIVE

RICHARD ATTIAS & ASSOCIATES

# FII PRIORITY - MIAMI

*Miami. 22-23 February 2024*

## 5. OPERATIONS

| N° | Description | Budget |
|---|---|---|
| 1. | **Ushers** | [redacted] USD |
| | *RA&A will hire ushers for 03 days* | |
| | *Guided experience for all participants.* | |
| 2. | **Event Management Team Salaries** | [redacted] USD |
| | Fees for directors and managers, lump sum amount for onsite team. | |
| | RA&A will assign all requested staff that will includes: | |
| | 01 Project Directors | |
| | 01 Creative Director | |
| | 02 Logistics Directors | |
| | 02 Operations Managers | |
| | Onsite team | |
| 3. | **Accreditation and Badging system** | [redacted] USD |
| | RA&A will develop an accreditation and badging system, including database management and security. | |
| | Badging solution for all participants, staff, protocol, V-VIP, media with a technology and security solution; system integration with website. | |
| | All individuals will register online through a registration form or will be registered manually (VIP process) by the dedicated management team | |
| | All data will be secured in a comprehensive database – dedicated badging module | |
| 4. | **Registration** | [redacted] USD |
| | Physical event badging system that inlcude: | |
| | Customized badges and lanyards. | |
| | Badge printing center | |
| | Registration solution for all participants, staff, protocol, V-VIP, media with a technology and security solution; system integration with website. | |
| 5. | **APP** | [redacted] USD |
| | Update on the existing App | |
| | Including the live feed and program update | |
| 6. | **Live Streaming** | [redacted] USD |
| | Live platform | |
| 7. | **Executive Team Travel** | [redacted] USD |
| | RA&A will book project management and program staff flights and accommodation | |
| | Senior management and program/content team travel and accomodation costs to be managed. | |
| 8. | **Staff Travel & Transportation** | [redacted] USD |
| | Travel and local transportation that include | |
| | Flight bookings and transfers for staff traveling | |
| 9. | **Staff Accommodation & Catering** | [redacted] USD |
| | Hotels and catering for the staff | |
| | **Total Budget in USD (exc. 7 % Sales Tax)** | [redacted] USD |



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FUTURE INVESTMENT INITIATIVE

RICHARD ATTIAS & ASSOCIATES

# FII PRIORITY - MIAMI

*Miami. 22-23 February 2024*

## 6. MARKETING MATERIAL

| N° | Description | Budget |
|---|---|---|
| 1 | **Collateral** | [redacted] USD |
| | *Brandred collaterals for participants and speakers* | |
| | *Branded notepads* | |
| | *Branded Bags* | |
| | *Branded pens* | |
| | **Total Budget in USD (exc. 7 % Sales Tax)** | [redacted] USD |

NB1: This amount is based on 800 participants



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FUTURE INVESTMENT INITIATIVE

RICHARD ATTIAS & ASSOCIATES

# FII PRIORITY - MIAMI

*Miami. 22-23 February 2024*

## 7. ADVISORY

| N° | Description | Budget |
|---|---|---|
| 1. | **Conference Management / Professional Fees** | [redacted] USD |
| | *RA&A global coordination* | |
| | *Time and global expertise of Richard Attias & Associates senior management, ongoing on demand support.* | |
| | **Total Budget in USD (exc. 7 % Sales Tax)** | [redacted] USD |



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FUTURE INVESTMENT INITIATIVE

RICHARD ATTIAS & ASSOCIATES

# FII PRIORITY - MIAMI

*Miami. 22-23 February 2024*

## 8. CONTINGENCY

| N° | Description | Budget |
|---|---|---|
| 1. | Contingency | [redacted] USD |
| | Total Budget in USD (exc. 7 % Sales Tax) | [redacted] USD |



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**3. VARIATION**

No variation of this SOW shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

**4. WAIVER**

A waiver of any right or remedy under this SOW or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

**5. SEVERENCE**

If any provision or part-provision of this SOW is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this SOW.

If any provision or part-provision of this SOW is deemed deleted, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**6. COUNTERPARTS**

This SOW may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**7. GOVERNING LAW AND JURISDICTION**

This SOW shall be governed by the law of the Kingdom of Saudi Arabia. Each Party irrevocably agrees that the courts of the Kingdom of Saudi Arabis shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this SOW or its subject matter or formation.

This SOW is entered into and effective from the date stated at the beginning of it.

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FII INSTITUTE لخير الإنسانية
مؤسسة مبادرة مستقبل الاستثمار

**Signatures:**

Signed for and on behalf of the **First Party,**
**The Future Investment Initiative Institute**

**Name:** Yasir O. Al-Rumayyan
**Signature:**
**Position:** Chairman of FII-Institute
**Date:** March 25, 2024

Signed for and on behalf of the **Second Party**
**Richard Attias and Associates LLC**

**Name:** Richard Attias
**Signature:**
**Position:** Chairman of RA&A
**Date:** March 25, 2024

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FII INSTITUTE لخير الإنسانية
مؤسسة مبادرة مستقبل الاستثمار

# Framework Agreement

# اتفاقية إطارية

between

بين

**Future Investment Initiative Institute**

**مؤسسة مبادرة مستقبل الاستثمار**

and

و

**Richard Attias and Associates Saudi Arabia for Organization of Exhibitions Co. Ltd**

**شركة ريتشارد أتياس أند أسوسييتس السعودية لتنظيم المعارض المحدودة**

and

و

**Affiliates**

**الشركات التابعة**

in connection with **Future Investment Initiative Events**

فيما يتعلق بـ
**فعاليات مبادرة مستقبل الاستثمار**

| | | | |
|---|---|---|---|
| Dated: | 22nd August, 2022 | ٢٢ أغسطس ٢٠٢٢م | التاريخ: |
| Corresponding to: | 24th Muharram, 1444 | ٢٤ محرم ١٤٤٤هـ | الموافق: |

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FII INSTITUTE لخير الإنسانية
مؤسسة مبادرة مستقبل الاستثمار

This agreement and all its appendices (herein referred to as (the "**Agreement**") is entered by and between:

أبرمت هذه الاتفاقية بجميع ملاحقها (ويشار إليها فيما يلي بـ"**الاتفاقية**) بين كل من الأطراف التالية:

1) **The Future Investment Initiative Institute**, (hereinafter referred to as the "**First Party**"), issued by Royal Order A/124 on 29/2/1441 H (29/10/2019 G), at the RDC, building CS01, Riyadh, Saudi Arabia, and

١) **مؤسسة مبادرة مستقبل الاستثمار**، (ويشار إليها فيما بعد بـ **"الطرف الأول"**) وهي مؤسسة أهلية صادرة بالأمر الملكي رقم أ/ ١٢٤ بتاريخ ١٤٤١/٠٢/٢٩ هـ، وعنوانها في مجمع الرائدة المدينة الرقمية، مبنىCS01، الرياض، المملكة العربية السعودية؛ و

2) **Richard Attias and Associates Saudi Arabia for Organisation of Exhibitions Co. Ltd**, 3884 – AL Nakheel Dist. Unit No 9, Riyadh 12382-6613 a limited liability company registered in the commercial register in the city of Riyadh holding commercial registration number 1010586244, having a paid-up share capital of SAR 500,000, with its registered address in Riyadh duly represented in the signature of this Agreement by Mr. Richard Attias (hereinafter referred to as the "**Second Party**"), and

٢) **شركة ريتشارد أتياس أند أسوسييتس السعودية لتنظيم المعارض المحدودة**، ٣٨٨٤ - حي النخيل، الوحدة رقم ٩، الرياض ٦٦١٣-١٢٣٨٢، وهي شركة ذات مسئولية محدودة بمدينة الرياض بموجب السجل التجاري رقم ١٠١٠٥٨٦٢٤٤، برأس مال مدفوع قدره ٥٠٠,٠٠٠ ريال سعودي، وعنوانها المسجل في الرياض، ويمثلها حسب الأصول في توقيع هذه الاتفاقية السيد ريتشارد أتياس (ويشار إليها فيما بعد بـ**"الطرف الثاني"**)، و

3) **Richard Attias and Associates LLC,** a company duly incorporated under the laws of the State of Connecticut, holding Employer Identification Number 26-2999066 with its address at 555 Madison Avenue, New York, NY 10022, represented in the signature of this Agreement by Mr. Richard Attias, and

٣) **شركة ريتشارد أتياس أند أسوسييتس إل إل سي**، وهي شركة مسجلة حسب الأصول بموجب قوانين ولاية كونيتيكت، وتحمل رقم تعريف صاحب العمل ٢٦-٢٩٩٩٠٦٦ وعنوانها في ٥٥٥ ماديسون أفينيو، نيويورك، ولاية نيويورك ١٠٠٢٢، ويمثلها في توقيع هذه الاتفاقية السيد ريتشارد أتياس، و

4) **The Experience by Richard Attias SARL,** a company duly incorporated under the laws of France holding RCS registration number 523 502 565, with its address at 37 avenue Pierre 1er de Serbie 750008 Paris, France represented in the signature of this Agreement by Mr. Fabien Philippe, and

٤) **ذا إكسبيريانس باي ريتشارد أتياس إس إيه آر إل**، وهي شركة تأسست حسب الأصول بموجب قوانين فرنسا ومسجلة في سجل الشركات بموجب التسجيل رقم ٥٢٣٥٠٢٥٦٥، وعنوانها ٣٧ شارع بيير الأول من صربيا ٧٥٠٠٠٨ باريس، فرنسا، ويمثلها في توقيع هذه الاتفاقية السيد فابيان فيليب، و

5) **The Experience by Richard Attias FZ-LLC**, a company duly incorporated under the laws of the Dubai Development Authority holding license number 17377 with its address at Loft Offices Building 2, floor 4 unit 409, Dubai Media City, P.O.Box 283516, Dubai, United Arabic Emirates represented in the signature of this Agreement by Mr. Richard Attias.

٥) **ذا إكسبيريانس باي ريتشارد أتياس ش.م.ح. – ذ.م.م.**، وهي شركة تأسست حسب الأصول بموجب قوانين سلطة دبي للتطوير بموجب الترخيص رقم ١٧٣٧٧، وعنوانها في مكاتب لوفت مبنى ٢ ، الطابق ٤، الوحدة ٤٠٩، مدينة دبي للإعلام، ص ب ٢٨٣٥١٦، دبي،

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الإمـــارات العربيـــة المتحـــدة، ويمثلهـــا فـــي توقيع هذه الاتفاقية السيد ريتشارد أتياس.

(whom shall each be an "**Affiliate**" and together be known as "**Affiliates**")

(ويشـار إلـى كـل منهـا منفـردة بـ **"الشـركة التابعـة"** ويُشـار إليهم مجتمعين بـ **"الشركات التابعة"**)

The First Party and Second Party hereinafter referred to as the "**Parties**".

ويشـــار إلـــى الطـــرف الأول والطـــرف الثـــاني مجتمعـــين بـــ **"الطرفـــان"** أو **"الطـــرفين"** أو **"الأطراف"**.

**PREAMBLE:**

**تمهيد:**

A. Whereas the Second Party is specialized in providing strategic communications services and events management.

أ. حيـــث أن الطـــرف الثـــاني متخصـــص فـــي تقـــديم خـــدمات استشـــارات التواصـــل الاستراتيجي وإدارة المناسبات.

B. Whereas the First Party desires to retain certain services ("**Services**") for upcoming events and projects, some of which have been agreed between the Parties and others to be agreed from time to time, (hereinafter the "**Events**");

ب. وحيـــث أن الطـــرف الأول يرغـــب فـــي الحصـــول علـــى خـــدمات معينـــة (**"الخـــدمات"**) للمناســـبات والمشـــاريع المرتقبـــة، والتـــي تـــم الاتفـــاق علـــى بعضـــها بـــين الطـــرفين وســـيتم الاتفـــاق علـــى الـــبعض الآخـــر مـــن وقـــت لآخـــر، (ويُشار إليها فيما يلي بـ **"الفعاليات"**)؛

Now therefore the Parties hereto, having due capacity and authority, agree as follows:

فقـــد اتفـــق الطرفـــان وهمـــا بكامـــل الأهليـــة المعتبـــرة شرعاً ونظاماً على ما يلي:

**1. Definitions**

**١. التعاريف**

Unless the context otherwise requires, the following terms have the following meanings:

يكـون للمصـطلحات التاليـة المعـاني المبنيـة قـرين كـل منها، وذلك ما لم يقتض سياق النص خلاف ذلك:

**"Affiliate"** means, in relation to a body corporate or partnership, any subsidiary or holding entity of such body corporate or partnership, and any subsidiary of any such holding company, in each case from time to time.

**"الشـــركة التابعـــة"** يُـــراد بهـــا، فيمـــا يتعلـــق بـــأي شخصـــية اعتباريـــة أو شـــراكة، أي شـــركة فرعيـــة أو قابضـــة لتلـــك الشخصـــية الاعتباريـــة أو الشـــراكة، وأي شـــركة فرعيـــة لأي شـــركة قابضـــة ، فـــي كـــل حالـــة على حدة من وقت لآخر.

**"Agreement"** means this agreement and documents referred to in Article (2).

**"الاتفاقيـــة"** يُـــراد بهـــا هـــذه الاتفاقيـــة والوثـــائق المشـــار إليها في المادة (٢).

**"Applicable Law"** has the meaning given in Article (24).

**"النظـــام المعمـــول بـــه"** يكـــون لـــه المعنـــى الموضـــح فـــي المادة (٢٤).

**"Business Day"** means the official business days of the First Party under the laws of the Kingdom of Saudi Arabia.

**"يـــوم عمـــل"** يُـــراد بـــه أيـــام العمـــل الرســـمية لـــدى الطـــرف الأول بموجـــب أنظمـــة المملكـــة العربيـــة السعودية.

**"Effective Date"** means the starting date for providing the Services as set out in Article (6).

**"تـــاريخ الســـريان"** يُـــراد بـــه تـــاريخ البـــدء فـــي تقـــديم الخدمات على النحو المبين في المادة (٦).

**"Events"** has the meaning given in preamble (B).

**"الفعاليـــات"** يكـــون لهـــا المعنـــى الموضـــح فـــي الفقـــرة (ب) من التمهيد.

**"Fees"** has the meaning given in Article (5).

**"الأتعاب"** يكون لها المعنى الموضح في المادة (٥).

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM



**"Force Majeure Event"** has the meaning given in Article (17).

**"Services"** has the meaning given in preamble (B).

**"Team Members"** has the meaning given in Article (4).

"**The First Party's Intellectual Property Rights**" has the meaning given in Article (13).

"**Services Intellectual Property Rights**" has the meaning given in Article (13).

**"حدث القوة القاهرة"** يكون لها المعنى الموضح في المادة (١٧).

**"الخدمات"** يكون لها المعنى الموضح في الفقرة (ب) من التمهيد.

**"فريق العمل"** يكون له المعنى الموضح في المادة (٤).

**"حقوق الملكية الفكرية للطرف الأول"** يكون لها المعنى الموضح في المادة (١٣).

**"حقوق الملكية الفكرية الخاصة بالخدمات"** يكون لها المعنى الموضح في المادة (١٣).

## 2. Agreement Documents

## ٢. وثائق الاتفاقية

The recitals set forth above and the following documents attached hereto are intended to be, and shall be construed as, an integral part of this Agreement:

يشكل التمهيد الوارد أعلاه والوثائق التالية المرفقة بهذه الاتفاقية جزءاً لا يتجزأ من هذه الاتفاقية ويتعين أن يتم تفسيرها معاً:

Appendix (1) entitled '**Approved Budgets**', includes the fees for the Events agreed between the Parties at the time of signing the Agreement.

الملحق (١) بعنوان **"الميزانيات المعتمدة"**، يتضمن أتعاب الفعاليات المتفق عليها بين الطرفين وقت توقيع هذه الاتفاقية.

Appendix (2) entitled **'Statement of Work'** is the template to be used for all Events as agreed between the Parties from time to time and shall include the scope, timeline, and budget for each Event.

الملحق (٢) بعنوان **"بيان العمل"** هو النموذج الذي سيتم استخدامه لجميع الفعاليات على النحو المتفق عليه بين الطرفين من وقت لآخر ويجب أن يتضمن النطاق والجدول الزمني والميزانية لكل فعالية.

In case of any contradiction between the terms of this Agreement and any of its appendices, the terms of the Agreement shall prevail.

في حال وجود أي تعارض بين أحكام هذه الاتفاقية وأي من ملاحقها فيكون لأحكام هذه الاتفاقية الأولوية في التطبيق.

## 3. Services

## ٣. الخدمات

a. The Second Party shall provide the Services as set out in Appendix (1) and as agreed between the Parties from time to time in each Statement of Work which will be completed as per the form set out in Appendix (2).

أ. يلتزم الطرف الثاني بتقديم الخدمات على النحو المحدد في الملحق (١) ووفقاً لما يتم الاتفاق عليه بين الطرفين من وقت لآخر في كل بيان عمل يتم استكمال بياناته وفقاً للنموذج الوارد في الملحق (٢).

b. The Second Party represents to the First Party that it has the required professional skills, personnel and technical resources to provide the Services.

ب. يقر الطرف الثاني للطرف الأول بأنه يتمتع بالمهارات المهنية ولديه الموارد البشرية والفنية اللازمة لتقديم الخدمات.

c. The Second Party shall ensure full and proper performance of the Services and guarantee their quality, validity and suitability for the intended purpose. In case of any fault or failure in the

ج. يضمن الطرف الثاني الأداء الكامل والسليم للخدمات ويضمن جودتها وصلاحيتها وملاءمتها للغرض المعتزم منها. وفي حال وجود أي خطأ أو قصور في أداء الخدمات عما هو وارد في نطاق الخدمات، يقوم الطرف الثاني بتصحيح أو

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM

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performance of the Services as compared to the scope of Services, the Second Party shall within ten (10) Business Days from the date of the First Party's notice of such fault or failure, with no additional cost to the First Party, rectify, modify or re-implement the Services. Otherwise, the First Party will have the right to have the Services rectified, modified or re-implemented on the Second Party's account. In this case, the First Party has the right to deduct such amounts from any dues of the Second Party resulting from this Agreement or any other contract the Second Party has with the First Party.

تعديل أو إعادة أداء هذه الخدمات خلال مدة أقصاها عشرة (١٠) أيام عمل من تاريخ إشعاره بذلك الخطأ أو القصور من قبل الطرف الأول دون أي تكاليف إضافية على الطرف الاول. وفي حال عدم التزام الطرف الثاني بتعديل الخطأ أو القصور خلال المدة المشار إليها أعلاه، يحق للطرف الأول تصحيح أو تعديل أو إعادة أداء هذه الخدمات على حساب الطرف الثاني. وفي هذه الحالة، يحق للطرف الأول استقطاع هذه المبالغ من أي مستحقات مترصدة للطرف الثاني بناء على هذه الاتفاقية أو أي عقد آخر بين الطرف الثاني والطرف الأول.

d. The First Party may, at any time, during the period of the Agreement, review the Services and its conformity to what is provided by the Second Party in its reports or invoices, and First Party may also conduct such review if necessary, at the Second Party's premises after giving the Second Party three (3) Business Days prior written notice. Such review right shall include access to any documents related to the performance of the Services.

د. يجوز للطرف الأول، في أي وقت أثناء مدة الاتفاقية، أن يقوم بمراجعة الخدمات ومدى تطابقها مع ما يقدمه الطرف الثاني في تقاريره أو فواتيره. كما أنه يجوز للطرف الأول أن يقوم بهذه المراجعة في مكاتب الطرف الثاني متى تطلب الأمر ذلك بعد إعطائه إشعاراً مكتوباً بمهلة مسبقة قدرها ثلاثة (٣) أيام عمل. ويشمل حق المراجعة الاطلاع على أي من المستندات المتعلقة بأداء الخدمات.

e. The Second Party shall adhere to all laws, regulations and resolutions issued by the competent authorities, with respect to the performance of the Services. The Second Party shall bear all fees and expenses determined by such authorities, and also any penalties, whatsoever, arising from violation of such laws, regulations and decisions.

ه. يتعين على الطرف الثاني أن يتقيد بجميع الأنظمة واللوائح والقرارات الصادرة من الجهات المختصة بشأن أداء الخدمات. ويلتزم الطرف الثاني بتحمل جميع الرسوم والمصروفات التي تقررها تلك الجهات، كما أنه يتحمل الغرامات المقررة أياً كان نوعها والتي تنشأ بسبب مخالفته لتلك الأنظمة واللوائح والقرارات.

## 4. Team Members and Due Care

## ٤. فريق العمل والعناية الواجبة

a. The Second Party undertakes to dedicate a team of its employees having the experience and expertise to deliver the Services to the First Party.

أ. يتعهد الطرف الثاني بأن يكرس فريق عمل ممن يعملون لديه من ذوي الخبرة والاختصاص لتقديم الخدمات إلى الطرف الأول.

b. The Second Party shall not, except in case of annual or sick leaves, change any of its Team Members without the prior written consent of First Party. The Second Party has to seek such consent in writing ten (10) Business Days before the date of such required change.

ب. لا يجوز للطرف الثاني، فيما عدا حالات الإجازات السنوية والمرضية، أن يغيّر أياً من أعضاء فريق العمل إلا بموافقة خطية مسبقة من الطرف الأول. يتعين على الطرف الثاني أن يطلب تلك الموافقة خطياً قبل عشرة (١٠) أيام عمل من تاريخ التغيير المطلوب.

c. In case of resignation or absence of any

ج. في حال استقالة أو تغيب أي من أعضاء فريق

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM

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Team Member for any reason, the Second Party shall notify the First Party of such resignation or absence within three (3) Business Days.

العمل لأي سبب كان، يلتزم الطرف الثاني بإشعار الطرف الأول خلال ثلاثة (٣) أيام عمل من تاريخ الاستقالة أو الغياب.

d. The First Party may request the replacement of a Team Member by written notice to the Second Party, and the Second Party shall appoint a substitute acceptable to the First Party within three (3) Business Days from the notice date, without prejudice to the First Party's right to subsequently evaluate the performance of any substitute Team Member and whether to accept or reject such substitute.

د. يجوز للطرف الأول أن يطلب تغيير أي من أعضاء فريق العمل بموجب إشعار خطيّ موجه إلى الطرف الثاني، ويتعين على الطرف الثاني توفير بديل خلال ثلاثة (٣) أيام عمل من تاريخ إشعاره بذلك، مع عدم الإخلال بحق الطرف الأول في القيام لاحقاً بتقييم أداء أي عضو بديل في فريق العمل وقبول أو رفض أي عضو بديل في فريق العمل.

e. The Second Party shall perform the Services and carry out its obligations under this Agreement with all due care and efficiency in accordance with the applicable professional standards and practices, observe sound management practices, employ appropriate advanced technology.

ه. يلتزم الطرف الثاني بأداء الخدمات والوفاء بالتزاماته بموجب هذه الاتفاقية مع بذل العناية والكفاءة الواجبة وفقاً للمعايير والممارسات المهنية المعمول بها ومع مراعاة الممارسات الإدارية السليمة، وباستخدام التقنيات المتقدمة المناسبة.

**5. Fees and Payment**

**٥. الأتعاب والسداد**

a. In consideration for the Services provided by the Second Party, the First Party shall pay the fees set out in Appendix (1) entitled 'Approved Budgets' and as per the details set out in each Statement of Work, including for future Events (the "**Fees**").

أ. مقابل الخدمات التي يقدمها الطرف الثاني، يقوم الطرف الأول بسداد الأتعاب الموضحة في الملحق (١) تحت عنوان (الميزانيات المعتمدة) ووفقاً للتفاصيل الواردة في كل بيان عمل، بما في ذلك الفعاليات المستقبلية (**"الأتعاب"**).

b. Payments due to the Second Party shall be made against invoices delivered to the First Party as outlined in each Statement of Work for each Event (including those yet to be agreed as at the date of execution of this Agreement, and which may be appended from time to time during the duration of the Term of this Agreement). For avoidance of doubt, invoices shall be issued to the First Party as follows:

ب. يتعين سداد المبالغ المستحقة للطرف الثاني بموجب فواتير يتم تقديمها إلى الطرف الأول على النحو المبين في كل بيان عمل بالنسبة لكل فعالية (بما في ذلك تلك التي لم يسبق أن تم الاتفاق عليها في تاريخ توقيع هذه الاتفاقية، والتي يمكن إلحاقها من وقت إلى آخر خلال مدة هذه الاتفاقية). تفادياً للشك، يتم إصدار الفواتير للطرف الأول على النحو التالي:

c. In the event the Services take place in the USA, invoices shall be issued from Richard Attias & Associates LLC;

ج. في حال تقديم الخدمات في الولايات المتحدة الأمريكية، يتم إصدار الفواتير من شركة ريتشارد أتياس أند أسوسييتس إل إل سي؛

d. In the event the Services take place in France, invoices shall be issued from The Experience by Richard Attias SARL; and

د. في حال تقديم الخدمات في فرنسا، يتم إصدار الفواتير من شركة ذا إكسبيريانس باي ريتشارد أتياس إس إيه آر إل؛ و

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e. In the event the Services take place outside the KSA, USA or France, invoices shall be issued from The Experience by Richard Attias FZ LLC.

ه. في حال تقديم الخدمات خارج المملكة العربية السعودية أو الولايات المتحدة الأمريكية أو فرنسا، يتم إصدار الفواتير من شركة ذا إكسبيريانس باي ريتشارد أتياس ش.م.ح. – ذ.م.م.

f. The First Party shall settle the invoices within thirty (30) Business Days from the First Party's acceptance of the relevant Services and supporting documents.

و. يلتزم الطرف الأول بتسوية الفواتير خلال ثلاثين (٣٠) يوم عمل من تاريخ قبوله للخدمات ذات الصلة والمستندات المؤيدة لها.

g. The Second Party acknowledged that it shall not claim any additional fees or amounts (not included in this Agreement) without the prior written approval of the authorized representative of the First Party.

ز. يقر الطرف الثاني بأنه لا يحق له مطالبة الطرف الأول بأي أتعاب أو مبالغ إضافية (غير مشمولة في هذه الاتفاقية) مالم يتم الحصول على الموافقة الخطية المسبقة على ذلك من قبل الممثل المفوض للطرف الأول.

## 6. Term

## ٦. مدة الاتفاقية

This Agreement shall commence from 22nd August 2022 ("**Effective Date**") and will continue in full force and effect for a period of twelve (12) months (the "**Initial Term**"). Thereafter the term of the Agreement shall renew automatically for a period of twelve (12) months (the "**Renewal Term**") unless either Party provides a non-renewal notice three (3) months prior to the end of the Initial Term or Renewal Term or unless terminated earlier pursuant to Article (7).

تكون هذه الاتفاقية سارية اعتباراً من ٢٢ أغسطس ٢٠٢٢م (**"تاريخ السريان"**) وتظل سارية المفعول بكامل الأثر والنفاذ لمدة اثني عشر (١٢) شهراً (**"المدة الأولية"**). بعد ذلك، يتم تجديد مدة الاتفاقية تلقائياً لمدة اثني عشر (١٢) شهراً (**"مدة التجديد"**) ما لم يقدم أي من الطرفين إشعاراً بعدم رغبته بالتجديد قبل ثلاثة (٣) أشهر من نهاية المدة الأولية أو مدة التجديد أو ما لم يتم إنهاؤها في وقت مبكر وفقاً للمادة (٧).

## 7. Termination and Withdrawal of Work

## ٧ إنهاء الاتفاقية وسحب العمل

7.1 The First Party may terminate the Agreement at any time for cause or without cause pursuant to a three (3) Business Days prior written notice of termination to the Second Party. In the event of termination, the First Party shall pay the Second Party its Fees which have been incurred and approved by the First Party up until such termination date.

٧-١ يجوز للطرف الأول إنهاء الاتفاقية في أي وقت بسبب أو دون سبب وذلك بموجب إشعار إنهاء خطي مسبق يرسله للطرف الثاني قبل الإنهاء بثلاثة (٣) أيام عمل. وفي حالة الإنهاء يدفع الطرف الأول الأتعاب التي ترصدت لذمة الطرف الثاني والتي قد وافق عليها الطرف الأول حتى تاريخ الإنهاء.

7.2 The First Party has the right to withdraw the work from the Second Party and complete the remaining Services on the Second Party's account in any of the following cases:

٧-٢ يحق للطرف الأول سحب العمل من الطرف الثاني وأداء باقي الخدمات على حساب الطرف الثاني وذلك في أي من الحالات الآتية:

1. If the Second Party has not performed the Services as per its contractual obligations, the First Party's requirements and instructions, or is delayed in its execution of the Services in manner where it is not expected to complete them in the prescribed time, provided that a five

١. في حال لم يقم الطرف الثاني بأداء الخدمات حسب التزاماته التعاقدية أو متطلبات وتعليمات الطرف الأول، أو تأخر في أداء الخدمات على نحو لا يُتوقع به إكمالها في الوقت المحدد، شريطة أن يتم

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM

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(5) Business Days prior written warning of termination is sent to the Second Party.

توجيه إنذار إنهاء كتابي مسبق مدته خمس (٥) أيام عمل للطرف الثاني.

2. If it is proven that the Second Party, either by itself or through others, directly or indirectly, paid any money or provided any benefit or promised to do so, in order to enter into this Agreement. This does not abrogate the Second Party from any criminal liability in respect of such actions. Upon the occurrence of such case, the First Party also shall have the right to terminate any other agreements entered into with the Second Party.

٢. في حال ثبت أن الطرف الثاني قد شرع، بنفسه أو بوساطة غيره، بطريقة مباشرة أو غير مباشرة، بسداد مبلغ من المال أو أي قدم أي منفعة أخرى أو وعد بأي من ذلك في سبيل الدخول في هذه الاتفاقية. ولا يُعفي ذلك الطرف الثاني من المسؤولية الجنائية عن تلك التصرفات. وعند حدوث أي من الحالات المذكورة في هذه الفقرة، يحق للطرف الأول أيضاً إنهاء أي اتفاقيات أخرى مبرمة مع الطرف الثاني.

3. If the Second Party failed to perform any of its obligations under this Agreement, abandons it, assigns or sub-contracts wholly or partly without the First Party's prior written consent.

٣. في حال أخفق الطرف الثاني في أداء أي التزام من التزاماته بموجب هذه الاتفاقية أو تخلى عنه أو قام بالتنازل عنه أو التعاقد بشأنه من الباطن دون الحصول على موافقة كتابية مسبقة من الطرف الأول.

4. If the Second Party is declared bankrupt or insolvent, requests declaration of bankruptcy or insolvency, is put under receivership, dissolved or liquidated.

٤. في حال أفلس الطرف الثاني أو أصبح معسراً أو طلب إشهار إفلاسه أو إعساره أو صدر أمر بوضعه تحت الحراسة أو بدأ في إجراءات التصفية أو الحل.

7.3 If the First Party postpones the rendering of the Services for a period exceeding 30 days and up to 90 days, the Second Party may agree with the First Party to increase the Fees for the remainder of the Services not yet completed or delivered, which in any event shall be subject to the written approval of the First Party.

٧-٣ إذا قام الطرف الأول بتأجيل تقديم الخدمات لفترة تزيد عن ٣٠ يوماً وحتى ٩٠ يوماً، فيجوز للطرف الثاني الاتفاق مع الطرف الأول على زيادة الأتعاب عن بقية الخدمات التي لم تكتمل أو يتم تسليمها بعد، ويخضع ذلك في أي حال من الأحوال لموافقة الطرف الأول الكتابية.

7.4 If the First Party postpones the rendering of the Services for an Event for a period exceeding 90 days for any reason that is not a Force Majeure Event, the Second Party's Services for such Event shall be considered to have been abandoned upon the lapse of the 90 days, or any extended period mutually agreed in writing by the Parties and the Services for that event shall be deemed to have been terminated, in all cases if specifically expressed to be abandoned in writing by the First Party ("**Effective Date of Abandonment**").

٧-٤ إذا قام الطرف الأول بتأجيل تقديم الخدمات الخاصة بأي فعالية لمدة تزيد عن ٩٠ يوماً لأي سبب ليس من أحداث القوة القاهرة، فسيتم اعتبار خدمات الطرف الثاني الخاصة بتلك الفعالية على أنه قد تم التخلي عنها عند انقضاء مدة الـ ٩٠ يوماً، أو أي فترة ممددة يتم الاتفاق عليها كتابياً بين الطرفين بشكل متبادل وتعتبر الخدمات الخاصة بتلك الفعالية على أنها قد تم إنهاؤها، في جميع الحالات إذا تم التخلي عنها كتابياً من قبل الطرف الأول بشكل محدد وصريح (**"تاريخ نفاذ التخلي"**).

7.5 In the event that the rendering of any of the Second Party's Services shall be abandoned by the First Party for an

٧-٥ في حال تخلي الطرف الأول عن أي من الخدمات المقدمة من الطرف الثاني بخصوص أي فعالية، فسيتم احتساب

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM



Event, payment to the Second Party shall be calculated on the basis of its Fees (as per the increase referred to in clause 7.3 above) according to the proportion of its Services that have been wholly or partially performed by the Second Party and which are approved and accepted in writing by the First Party, up to the Effective Date of Abandonment, as shall be substantiated by the Second Party with appropriate invoices in support as reasonably requested by the First Party. After furnishing the appropriate invoices in support to present to the First Party, the Second Party shall render its final invoice to the First Party for all sums due to the Second Party in respect of the Services performed up to the Effective Date of Abandonment.

الدفعة المترصدة للطرف الثاني على أساس أتعابه (وفقاً للزيادة المشار إليها في البند ٧-٣ أعلاه.) وفقاً لنسبة ما تم أداؤه من خدماته التي تم تنفيذها كلياً أو جزئياً بواسطة الطرف الثاني والتي تمت الموافقة عليها وقبولها كتابياً من جانب الطرف الأول، حتى تاريخ نفاذ التخلي، حسب ما يثبته الطرف الثاني بموجب فواتير مناسبة تؤيد ذلك على النحو الذي يطلبه الطرف الأول بشكل معقول. بعد تقديم الفواتير المناسبة المؤيدة إلى الطرف الأول، يتعين على الطرف الثاني تقديم فاتورته النهائية للطرف الأول عن جميع المبالغ المستحقة للطرف الثاني فيما يتعلق بالخدمات التي تم أداؤها من جانبه حتى تاريخ نفاذ التخلي عن الخدمات.

## 8. Tax

## ٨. الضرائب

The Second Party shall be liable for such taxes, fees and other impositions as may be levied under Applicable Law or any other law of any other jurisdiction in which an Affiliate is resident, the amount of which is deemed to have been included in the Fees. The Second Party acknowledges that under Applicable Law or any other law of any other jurisdiction in which an Affiliate is resident, the First Party's obligation to pay amounts due to the Second Party under this Agreement is conditional on submission of a valid certificate from the Zakat, Tax, and Customs Authority proving settlement by the Second Party of all of its Zakat and tax obligations in the Kingdom of Saudi Arabia, or of any taxes or dues owed by any Affiliate to any other regulatory or legal authority or body of any other jurisdiction in which an Affiliate is resident.

يتحمل الطرف الثاني مسؤولية سداد الضرائب والرسوم والأعباء الأخرى التي يفرضها النظام المعمول به، أو أي قانون آخر يسري في أي منطقة اختصاص (دولة) أخرى يكون فيها مقر أي شركة تابعة، والتي يعتبر مبلغها مشمولاً ضمن الأتعاب. ويُقر الطرف الثاني أنه وفقاً للنظام المعمول به، أو أي قانون آخر يسري في أي منطقة اختصاص (دولة) أخرى يكون فيها مقر أي شركة تابعة، فإن التزام الطرف الأول بسداد المبالغ المستحقة للطرف الثاني بموجب هذه الاتفاقية سيكون مشروطاً بتقديم شهادة سارية صادرة عن هيئة الزكاة والضريبة والجمارك تثبت سداد الطرف الثاني لكافة التزاماته الزكوية والضريبية في المملكة العربية السعودية، أو سداد أي ضرائب أو مستحقات على أي شركة تابعة إلى أي سلطة تنظيمية أو قانونية أخرى أو هيئة في أي منطقة اختصاص (دولة) أخرى يكون فيها مقر الشركة التابعة.

## 9. Conflict of Interest

## ٩. تضارب المصالح

Neither the Second Party nor its Team Members nor its Affiliates (or any of its subcontractors) shall engage, either directly or indirectly, in any business or professional activities which conflict or would raise conflict of interest with the activities assigned to them under this Agreement.

لا يجوز للطرف الثاني أو فريق عمله أو الشركات التابعة له (أو أي ممن يتعاقد معهم الطرف الثاني من الباطن) أن يقوموا بشكل مباشر أو غير مباشر بأي أنشطة تجارية أو مهنية تتعارض أو قد ينتج عنها تضارب في المصالح مع الأعمال الموكلة إليهم بموجب هذه الاتفاقية.

## 10. Subcontracting

## ١٠. التعاقد من الباطن

a. The Second Party shall not subcontract all or any part of the Services without the First Party's prior written consent. Such

أ. لا يجوز للطرف الثاني أن يتعاقد من الباطن لأداء جميع الخدمات أو أي جزء منها دون

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM



written consent shall not exempt the Second Party from its liabilities or obligations under the Agreement and the Second Party shall remain liable for all actions, default or negligence of the subcontractor, its agents or employees as if they were the actions, default or negligence of the Second Party.

الحصول على موافقة خطية مسبقة من الطرف الأول ولا تعفي تلك الموافقة الطرف الثاني من المسؤوليات والالتزامات المترتبة عليه بموجب هذه الاتفاقية. ويظل الطرف الثاني مسؤولاً عن كل تصرف أو خطأ أو إهمال يصدر من جانب أي متعاقد معه من الباطن أو من وكلائه أو من العاملين لديه كما لو أنه كان صادراً عن الطرف الثاني.

b. The Second Party shall ensure that its contracts with subcontractors include and reflect its obligations in this Agreement.

ب. يتعين على الطرف الثاني أن يحرص على أن عقوده مع المتعاقدين من الباطن تشمل التزاماته في هذه الاتفاقية وتعكسها.

**11. Liability and Indemnity**

**١١. المسؤولية وضمان التعويض**

a. The Second Party shall be fully responsible for performing its obligations stated in the Agreement within the agreed upon phases, specifications, and periods and with the standard and quality required by the First Party.

أ. يكون الطرف الثاني مسؤولاً مسؤولية كاملة عن أداء التزاماته المترتبة بموجب هذه الاتفاقية حسب المراحل والمواصفات والمدد الزمنية المتفق عليها، وبالمعايير والجودة التي يشترطها الطرف الأول.

b. Without prejudice to First Party's right to terminate the Agreement, in the event of a default, negligence or impediment to the progress of work and performance of Services by the Second Party or any of its Team Members which the Second Party could have avoided by taking the necessary precautions, and such default, negligence or impediment causes any kind of damage to, or increase to the expected expenses of, the First Party then the Second Party shall be fully liable for any resulting material damages or consequences. If the contribution of the Second Party or its Team Members to the default, negligence or impediment was deemed partial, at the reasonable discretion of the First Party, then the Second Party liability shall be partial and proportional to its contribution to such default, negligence or impediment.

ب. مع عدم الإخلال بحق الطرف الأول في إنهاء الاتفاقية، في حال حدوث أي خطأ أو إهمال أو معوق لسير العمل وأداء الخدمات من قبل الطرف الثاني أو أي عضو في فريق عمله، وكان بإمكان الطرف الثاني تفاديه باتخاذ الاحتياطات اللازمة، وتسبب هذا الخطأ أو الإهمال أو المعوق في حدوث ضرر للطرف الأول بأي شكل من الأشكال، أو بزيادة المصروفات على الطرف الأول عما هو متوقع، عندئذ يكون الطرف الثاني مسؤولاً مسؤولية كاملة عن كل ما يترتب على ذلك من أضرار مادية أو تبعات. وفي حال كانت مساهمة الطرف الثاني أو أي عضو من فريق عمله في حدوث الخطأ أو الإهمال أو المعوق مساهمة جزئية وفق التقدير المعقول للطرف الأول، فيعتبر الطرف الثاني مسؤولاً مسؤولية جزئية عن الضرر بمقدار مساهمته في حدوث الخطأ أو الإهمال.

c. Neither Party shall be liable to the other for any loss of business, loss of profits, or any form of indirect, special or consequential loss or damage, including loss of reputation and loss of goodwill, whether arising from negligence, breach of contract or otherwise.

ج. لن يكون أي من الطرفين مسؤولاً تجاه الطرف الآخر عن أي خسارة في الأعمال أو خسارة في الأرباح أو أي شكل من أشكال الفقد أو التلف غير المباشر أو الخاص أو التبعي، بما في ذلك فقدان السمعة وفقدان الشهرة التجارية، سواء كان ذلك ناتجاً عن إهمال أو إخلال بالعقد أو غير ذلك.

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM



d. In the event that the Second Party becomes in delay for delivering the Services on the agreed upon due date(s), the First Party has the right to impose a delay fine on the Second Party for each day of delay to be calculated on the basis of dividing the total value of the Fees for each Event by the total number of days during which the Services must be provided and deduct the amounts corresponding to the delayed days, however such delay fine shall not exceed (10%) of the total value of the Fees for each Event. In addition to the delay fine, the First Party shall be freely entitled to exercise all of its remedies and rights provided under this Agreement. In this case, the First Party has the right to deduct such fine from any dues of the Second Party resulting from this Agreement or any other contract the Second Party has with the First Party.

د. يحق للطرف الأول، في حال تأخر الطرف الثاني في تسليم الخدمات حسب الموعد (المواعيد) المتفق عليها، فرض غرامة تأخير على الطرف الثاني عن كل يوم تأخير، ويتم احتساب الغرامة عبر تقسيم القيمة الإجمالية للأتعاب المستحقة عن كل فعالية على مجموع الأيام التي يجب تسليم الخدمات خلالها، ومن ثم خصم المبالغ المقابلة لأيام التأخير، بشرط ألا تتجاوز غرامة التأخير ما يعادل (١٠٪) من إجمالي قيمة الأتعاب المستحقة عن كل فعالية. وبالإضافة إلى غرامة التأخير، يكون للطرف الأول كامل الحرية في ممارسة جميع سبل الانتصاف والحقوق المنصوص عليها في هذه الاتفاقية. وفي هذه الحالة، يحق للطرف الأول استقطاع هذه الغرامة من أي مستحقات للطرف الثاني ترتبت بناء على هذه الاتفاقية أو أي عقد آخر بين الطرف الثاني والطرف الأول.

e. If the First Party exercises his right mentioned in Section (d) above, the delay fine shall become due without need to serve any notice, file any legal action or prove any damage or losses, provided that the delay is not caused by an action attributed to the First Party.

ه. في حال ممارسة الطرف الأول لحقه المشار إليه في الفقرة (د) أعلاه، تستحق غرامة التأخير دون الحاجة لتقديم أي إشعار أو اتخاذ أي إجراء قانوني أو إثبات وقوع أي ضرر أو خسائر، شريطة ألا يكون التأخير ناتجاً عن تصرف ارتكبه الطرف الأول.

f. The Second Party acknowledges that upon the occurrence of any delay to executing this Agreement caused by it, the First Party shall have the right to suspend any payments due in relation to this Agreement.

و. يقر الطرف الثاني أنه في حال حدوث أي تأخير في تنفيذ هذه الاتفاقية يكون هو المتسبب به، فيحق عندئذ للطرف الأول تعليق أي دفعات مستحقة فيما يتعلق بهذه الاتفاقية.

**12. Confidentiality**

**١٢. السرية**

a. The Second Party undertakes to treat as secret and confidential, and shall not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit use of any information obtained under the Agreement for any purpose other than the performance of the Services. If, for the purpose of performing the Services, it is required to disclose such information or any part thereof, the Second Party shall obtain the prior written consent from the First Party and acknowledges that it

أ. يتعهد الطرف الثاني بمعاملة جميع المعلومات التي حصل عليها بموجب هذه الاتفاقية على أنها معلومات سرية ويلتزم الطرف الثاني بعدم القيام أو السماح في أي وقت بالإفصاح عنها لأي شخص ويلتزم بعدم استخدامها أو السماح باستخدامها لأي غرض كان عدا ما هو مرتبط بأداء الخدمات. وفي حال الحاجة إلى الإفصاح عن هذه المعلومات أو أي منها بغرض أداء الخدمات، يلتزم الطرف الثاني بالحصول على الموافقة الكتابية المسبقة من الطرف الأول، ويقر الطرف الثاني بأنه سيكون مسؤولاً مسؤولية كاملة عن أي انتهاك للسرية يرتكبه

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM



will be fully liable for any breach of the confidentiality, without prejudice to First Party's right of recourse, if it is in the First Party's interest.

ذلك الشخص، وذلك دون الإخلال بحق الطرف الأول بالرجوع على ذلك الشخص متى كان ذلك في مصلحته.

b. The provisions of this Article shall be applied to all Team Members of the Second Party, its subcontractors and Affiliates. The Second Party shall, after receiving the First Party's prior written consent to share information with third parties, impose similar obligations on the receiving parties in order to ensure maintaining the confidentiality of information prior to disclosing any information related to the Agreement.

ب. تسري أحكام هذه المادة على جميع أعضاء فريق عمل الطرف الثاني والمتعاقدين معه من الباطن والشركات التابعة له. كما يلتزم الطرف الثاني، بعد حصوله على موافقة كتابية مسبقة من الطرف الأول على مشاركة المعلومات مع أطراف ثالثة، بفرض التزامات مماثلة على الأطراف المتلقين للمعلومات للحفاظ على سرية المعلومات قبل افصاحه لهم عن أية معلومات متعلقة بالاتفاقية.

c. These obligations will not apply to information which the Second Party as the recipient can demonstrate: (i) is or becomes legally available to the public; (ii) is legally known to, or legally in the possession of, the Second Party prior to the date hereof, (iii) is legally obtained from a third party who owes no obligation of confidence in respect of it; (iv) is or has been independently developed by the Second Party without use or reference to any confidential information or breach of this Agreement.

ج. لا تنطبق التزامات السرية على المعلومات التي يتلقاها الطرف الثاني ويستطيع أن يثبت: (١) أنها متاحة للجمهور حال تلقيها أو أصبحت كذلك فيما بعد بطريقة نظامية؛ أو (٢) أنها كانت معروفة للطرف الثاني أو في حوزته بشكل نظامي قبل تاريخ هذه الاتفاقية؛ أو (٣) أنه حصل عليها بشكل نظامي من أي طرف ثالث ليس خاضعاً لالتزام بالحفاظ على سرية تلك المعلومات؛ أو (٤) أنه تم تطويرها بشكل مستقل من قبل الطرف الثاني دون استخدام المعلومات السرية أو الإشارة إليها ودون الإخلال بهذه الاتفاقية.

d. As an exception to the above, the Second Party may disclose confidential information to the extent that is requested pursuant to, or required by, Applicable Law, regulation or order of any court or other governmental, regulatory or supervisory body; provided, however, that prior to any such compelled disclosure, the Second Party, if possible, shall give the First Party reasonable advance written notice to allow the First Party to object to such use or disclosure of confidential information. In all cases the disclosure of the confidential information must be limited only by the requirement of the relevant authorities.

د. وكاستثناء على ما ذُكر أعلاه، يجوز للطرف الثاني الإفصاح عن المعلومات السرية طالما يكون ذلك مطلوباً بموجب النظام المعمول به أو اللوائح أو بموجب أمر من أي محكمة أو غيرها من الهيئات الحكومية أو التنظيمية أو الإشرافية؛ ويُشترط، في جميع الأحوال، أن يلتزم الطرف الثاني، قبل أي إفصاح قسري من هذا القبيل، أن يعطي الطرف الأول، إن أمكن، إشعاراً كتابياً مسبقاً بشكل معقول للسماح للطرف الأول بالاعتراض على استعمال المعلومات السرية أو الإفصاح عنها. وفي جميع الأحوال يجب أن يكون الإفصاح عن المعلومات السرية محصوراً بالحد المطلوب من قبل الجهات المختصة.

e. The Second Party undertakes to return all the First Party's documents and any relevant property which may be in its possession or under its control, upon accomplishment of the Services or termination of the Agreement. The

ه. يتعهد الطرف الثاني، عند تمام إنجاز الخدمات أو إنهاء الاتفاقية، بإعادة جميع مستندات الطرف الأول وأي ممتلكات ذات صلة قد تكون في حوزته أو تحت سيطرته في ذلك الحين. ولا يجوز للطرف الثاني الاحتفاظ بأي نسخ من هذه المستندات.

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM



Second Party may not retain a copy of such documents.

f. The Second Party shall not refer to the First Party, the Services or the Agreement in any announcement, statement, disclosure or proposal before obtaining the prior written consent of the First Party. The Second Party is also prohibited from referring to the First Party for any promotional or advertising purpose before obtaining the prior written consent of the First Party.

و. لا يجوز للطرف الثاني الإشارة في أي إعلان أو بيان أو إفصاح أو عرض إلى الطرف الأول أو الاتفاقية أو الخدمات قبل حصوله على موافقة خطية مسبقة من الطرف الأول. كما يُحظر على الطرف الثاني الإشارة إلى الطرف الأول لأغراض الترويج أو الدعاية قبل حصوله على موافقة خطية مسبقة من الطرف الأول.

## 13. Intellectual Property Rights

## ١٣. حقوق الملكية الفكرية

a. The parties foresee that the Second Party or Team Members may make, conceive, develop and/or create Intellectual Property Rights in the course of providing the Services.

أ. يعلم الطرفان أن الطرف الثاني أو أفراد فريق العمل قد يكتشفون و/أو يطورون و/أو يُنشئون حقوق ملكية فكرية في سياق تقديم الخدمات.

b. In this Article:

ب. في هذه المادة:

1. Intellectual Property Right means an invention, utility model, trade mark, service mark, business name, work which is subject matter of copyright or related rights, industrial design, patent, know-how, trade secret and any other intellectual property right of any nature whatsoever throughout the world (whether registered or unregistered and including all applications and rights to apply for the same) which:

١) يقصد بحق الملكية الفكرية أي اختراع، أو نموذج منفعة، أو علامة تجارية، أو علامة خدمة، أو اسم لعمل تجاري، أو عمل يكون موضوعاً لحقوق النشر أو حقوق مماثلة، أو تصميم صناعي، أو براءة اختراع، أو دراية فنية، أو سر تجاري، وغيرها من حقوق الملكية الفكرية أياً كانت طبيعتها في كافة أنحاء العالم (سواء كانت مسجلة أو غير مسجلة، وتشتمل على كافة الطلبات أو حقوق تقديم الطلبات بشأنها) والتي:

I. relates to or is useful in connection with the business or service of the First Party ("**The First Party's Intellectual Property Rights**"); or

١. تتعلق بأعمال الطرف الأول أو خدماته أو تكون ذات فائدة مرتبطة بها **("حقوق الملكية الفكرية للطرف الأول")**؛ أو

II. is invented, developed, created or acquired by the Second Party or the Team Members (whether alone or jointly with any other person) specifically and exclusively for the First Party in the course of providing the Services during the course of this Agreement ("**Services Intellectual Property Rights**");

٢. يقوم الطرف الثاني أو فريق العمل باختراعها، أو تطويرها، أو إنشائها، أو الحصول عليها (بشكل منفرد أو مع أي شخص آخر) بشكل خاص وحصري للطرف الأول في سياق تقديم الخدمات أثناء مدة هذه الاتفاقية **("حقوق الملكية الفكرية الخاصة بالخدمات")**؛

2. **Services IP Materials** means any documents (whether in electronic, paper or other form) constituting or relating to any Services Intellectual Property Right.

٢) تعني **مواد الملكية الفكرية الخاصة بالخدمات** أي مستندات (سواء كانت إلكترونية أو ورقية أو في أي صيغة

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM



أخرى) تشكل أو تتعلق بأي حق من حقوق الملكية الفكرية الخاصة بالخدمات.

c. The Second Party hereby agrees and shall procure that each Team Member agrees that based on the type of subject matter, all available intellectual property rights in any Services Intellectual Property Rights, unless otherwise inalienable, would be exclusively owned by the First Party which arise in the course of performing the Services.

ج. يوافق الطرف الثاني بموجب هذه الاتفاقية ويضمن موافقة كل فرد من فريق العمل على أنه بناء على نوع الموضوع، تكون جميع حقوق الملكية الفكرية المتاحة في أي من حقوق الملكية الفكرية الخاصة بالخدمات والتي نشأت في سياق تقديم الخدمات، مملوكة بشكل حصري للطرف الأول، مالم تكن تلك الحقوق غير قابلة للنقل بخلاف ذلك.

d. The Second Party agrees and shall procure that each Team Member agrees to sign all documents and do all other acts which the First Party requests (at its expense) to enable the First Party to enjoy the full benefits of this Article.

د. يوافق الطرف الثاني ويضمن موافقة كل فرد من فريق العمل على التوقيع على كافة الوثائق والقيام بكافة التصرفات الأخرى التي يطلبها الطرف الأول (على نفقة الطرف الأول) وذلك لضمان تمتعه بجميع الحقوق المنصوص عليها في هذه المادة.

e. The Second Party and Team Members may only use the First Party's Intellectual Property Rights and Services IP Materials to perform their obligations under this Agreement, and shall not disclose any of the First Party's Intellectual Property Rights or Services IP Materials to any third party without the prior written consent of the First Party.

ه. لا يجوز للطرف الثاني أو فريق العمل استخدام حقوق الملكية الفكرية للطرف الأول أو مواد الملكية الفكرية الخاصة بالخدمات إلا من أجل أداء التزاماته بموجب هذه الاتفاقية، ويتعين على الطرف الثاني وفريق العمل عدم الإفصاح عن أي من حقوق الملكية الفكرية للطرف الأول أو مواد الملكية الفكرية الخاصة بالخدمات لأي طرف ثالث دون الحصول على موافقة خطية مسبقة من الطرف الأول.

f. The Second Party further agrees that it will not claim ownership rights to the work which is subject matter of copyright, or any derivative, compilation, sequel or series, or related work either created by Second Party in connection with the Services or by the First Party.

و. يوافق الطرف الثاني كذلك على أنه لا يحق له المطالبة بملكية الحقوق في أي عمل يكون موضوعاً لحقوق النشر، أو أي جزء مشتق منها، أو مادة مجمعة أو تتمة أو سلسلة أو أي عمل مرتبط به سواء تم إنشائه من قبل الطرف الثاني أو الطرف الأول.

g. The Second Party shall and shall procure that each Team Member shall immediately transfer to the First Party all Services IP Materials in their possession or under their control when this Agreement expires or terminates for any reason, or at any time when the First Party requests transfer. No copies or other record of any Services IP Materials may be retained by the Second Party except with the prior written consent of the First Party.

ز. يقوم الطرف الثاني، ويضمن قيام كل فرد من فريق العمل، بشكل فوري بنقل ملكية كافة مواد الملكية الفكرية الخاصة بالخدمات إلى الطرف الأول مما يكون في حوزتهم أو تحت سيطرتهم عند انتهاء مدة هذه الاتفاقية أو عند إنهائها لأي سبب، أو في أي وقت يطلب منه الطرف الأول نقلها. ويتعين على الطرف الثاني عدم الاحتفاظ بأي نسخ أو سجل لمواد الملكية الفكرية الخاصة بالخدمات إلا بعد الحصول على موافقة خطية مسبقة من الطرف الأول.

h. The Services and Services IP Materials are furnished solely for the First Party's

ح. يتم تقديم الخدمات ومواد الملكية الفكرية الخاصة بالخدمات بشكل حصري لأغراض الاستخدام الداخلي

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM



internal use and shall not be disclosed in whole or in part to any third party.

من قبل الطرف الأول ويتعين عدم الإفصاح عنها أو عن أي جزء منها لأي طرف ثالث.

**14. Second Party's Representations and Undertakings**

**١٤. إقرارات الطرف الثاني وتعهداته**

The Second Party acknowledges and undertakes the following:

يقر ويتعهد الطرف الثاني بما يلي:

a. It has been duly incorporated pursuant to the laws of the Kingdom of Saudi Arabia, and has submitted a valid copy of the relevant documents to the First Party.

أ. أنه تأسس حسب الأصول بموجب الأنظمة المعمول بها في المملكة العربية السعودية، وأنه قد قدم نسخاً سارية من المستندات التي تثبت ذلك إلى الطرف الأول.

b. It has the full right, authority and capacity to enter into this Agreement and full the obligations thereunder and that the Agreement is legal, enforceable and binding in accordance with its terms.

ب. أنه يتمتع بكامل الحق والصلاحية والقدرة على توقيع هذه الاتفاقية، وتنفيذ جميع الالتزامات الواردة فيها، وأن هذه الاتفاقية تشكل التزاماً نظامياً وملزماً ونافذاً وفقاً لشروطها.

c. It is in compliance with the Applicable Law and all relevant laws and procedures necessary to maintain all licenses, permits and certificates required to provide the Services pursuant to this Agreement, and it has submitted a valid copy of the relevant documents to the First Party.

ج. أنه يمتثل للنظام المعمول به وجميع الأنظمة والإجراءات ذات الصلة الضرورية للمحافظة على سريان جميع التراخيص والتصاريح والشهادات المطلوبة لأداء الخدمات وفقاً لهذه الاتفاقية، وأنه قد قدم نسخاً سارية من المستندات المؤيدة لذلك إلى الطرف الأول.

d. Its licenses, permits and/or certificates required to provide the Services pursuant to this Agreement have never been suspended or cancelled.

د. أنه لم يسبق أن تم تعليق أي من تراخيصه و/أو تصاريحه و/أو شهاداته المطلوبة لأداء الخدمات وفقاً لهذه الاتفاقية أو إلغائها.

e. It has never been subject to sanctions, penalties or fines.

ه. أنه لم يسبق أن تم فرض أي إجراءات جزائية أو عقوبات أو غرامات عليه.

f. The Team Members (as well as employees of its approved subcontractor by the First Party) shall continue to be employed by the Second Party's (or it's subcontractor as the case may be) and under its sponsorship (or the sponsorship of its subcontractors) in the case of non-Saudi employees. The Second Party shall be responsible for obtaining all permits, licenses and any other documents that may be required to enable its Team Members to perform the Services in a manner that will not delay, impede or affect First Party's interests.

و. أن يظل فريق العمل (إضافة إلى العاملين لدى المتعاقدين معه من الباطن المعتمدين من قبل الطرف الأول) موظفاً لدى الطرف الثاني وتحت إشرافه (أو لدى المتعاقدين معه من الباطن حسب مقتضى الحال)، وفي حال العاملين الغير سعوديين، أن يظلوا تحت كفالته (أو كفالة المتعاقدين معه من الباطن حسب مقتضى الحال). يكون الطرف الثاني مسؤولاً عن الحصول على جميع التراخيص والتصاريح والمستندات الأخرى (ويتحمل جميع النفقات المرتبطة بها) التي تمكن فريق العمل من أداء مهامه بشكل لا يؤثر على مصالح الطرف الأول ولا يعرضها لأي تأخير أو عرقلة.

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM

Received by NSD/FARA Registration Unit 01/24/2025 4:07:33 PM



**15. Assignment of Contract**

The obligations of the Second Party under this Agreement are direct obligations and it shall not, without the prior written consent of First Party, assign or transfer any of its rights or obligations thereunder to any other party.

**١٥. التنازل عن العقد**

تعتبر التزامات الطرف الثاني بموجب هذه الاتفاقية التزامات مباشرة ولا يجوز له إحالة أي من حقوقه أو التزاماته بموجب هذه الاتفاقية أو التنازل عنها لأي طرف آخر دون الحصول على موافقة كتابية مسبقة من الطرف الأول.

**16. Waiver of Rights**

Failure by a Party to assert its rights under this Agreement shall not be deemed a waiver of such rights, nor shall any waiver be implied from any act or omission. No waiver by a Party with respect to any right shall extend to any subsequent breach of the terms hereof unless such waiver explicitly provides otherwise.

**١٦. التخلي عن الحقوق**

إن عدم قيام أي طرف بممارسة حقوقه بموجب هذه الاتفاقية لا يعتبر تخلياً من جانبه عن تلك الحقوق، كما أن أي تصرف أو إغفال لا يوحي ضمنًا بالتخلي عن أية حقوق. لا يسري تخلي أي طرف عن أي حق على أي إخلال لاحق بشروط هذه الاتفاقية ما لم ينص ذلك التخلي صراحةً على خلاف ذلك.

**17. Force Majeure**

17.1 A Force Majeure Event means any circumstance, event or condition (or combination thereof) beyond the reasonable control, directly or indirectly, of a party (the "**Affected Party**") which prevents, hinders or delays the Affected Party in or from performing any of its obligations under this Agreement including, without limitation:

**١٧. القوة القاهرة**

١٧-١ يُراد بحدث القوة القاهرة أي ظرف أو حدث أو حالة (أو مجموعة منها) خارجة عن السيطرة المعقولة، بشكل مباشر أو غير مباشر، لأي طرف (**"الطرف المتضرر"**) والتي تمنع أو تعرقل أو تؤخر الطرف المتضرر في أو من تنفيذ أي من التزاماته بموجب هذه الاتفاقية بما في ذلك، على سبيل المثال لا الحصر:

a. acts of God, severe weather conditions, flood, drought, earthquake or other natural disaster;

أ. أعمال القضاء والقدر أو الأحوال الجوية القاسية أو الفيضانات أو الجفاف أو الزلازل أو غيرها من الكوارث الطبيعية؛

b. epidemic or pandemic;

ب. الوباء أو الجائحة؛

c. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

ج. الهجوم الإرهابي أو الحرب الأهلية أو الاضطرابات المدنية أو أعمال الشغب أو الحرب أو التهديد بالحرب أو التحضير لها أو النزاع المسلح أو فرض العقوبات أو الحظر أو قطع العلاقات الدبلوماسية؛

d. any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; or

د. أي نظام أو أي إجراء تتخذه أي حكومة أو سلطة عامة، بما في ذلك على سبيل المثال لا الحصر فرض قيود على التصدير أو الاستيراد أو الحصة أو الحظر، أو عدم منح الترخيص أو الموافقة اللازمة؛ أو

e. collapse of buildings, fire, explosion or accident.

ه. انهيار المباني أو تعرضها لحريق أو انفجار أو حادث.

17.2 Notwithstanding that a Force Majeure Event may otherwise exist; the provisions

١٧-٢ على الرغم من أن حدث القوة القاهرة قد يكون موجوداً بخلاف ذلك؛ لا تمنح أحكام

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of this clause 17 shall not excuse failure to make a payment of money for Services already rendered by the Second Party and accepted by the First Party as being so rendered, in accordance with the Parties' obligations under this Agreement.

هذا البند ١٧ أي عذر لعدم سداد الأموال مقابل الخدمات التي سبق للطرف الثاني أن قدمها بالفعل وقبلها الطرف الأول على أنها تم تقديمها، وفقاً لالتزامات الأطراف بموجب هذه الاتفاقية.

17.3 The Affected Party shall:

١٧-٣ يتعين على الطرف المتضرر:

17.3.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than fourteen (14) days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and

١٧-٣-١ في أقرب وقت ممكن عملياً بعد بدء حدث القوة القاهرة ولكن في موعد لا يتجاوز أربعة عشر (١٤) يوماً من بدايته، إخطار الطرف الآخر كتابياً بوقوع حدث القوة القاهرة والتاريخ الذي بدأ فيه وفترة استمراره المحتملة أو الممكنة وأثر حدث القوة القاهرة على قدرته على أداء أي من التزاماته المنصوص عليها في هذه الاتفاقية؛ و

17.3.2 use all reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations.

١٧-٣-٢ بذل جميع الجهود المعقولة للتخفيف من آثار حدث القوة القاهرة على أداء التزاماته.

17.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than ninety (90) days, the party not affected by the Force Majeure Event may terminate this Agreement or a Statement of Work (as applicable) by giving thirty (30) day's written notice to the Affected Party.

١٧-٤ في حال كان حدث القوة القاهرة يمنع أو يعرقل أو يؤخر أداء الطرف المتضرر لالتزاماته لفترة مستمرة تزيد عن تسعين (٩٠) يوماً، فيجوز عندئذ للطرف غير المتأثر بحدث القوة القاهرة إنهاء هذه الاتفاقية أو بيان العمل (حسب مقتضى الحال) من خلال إرسال إشعار كتابي مدته ثلاثين (٣٠) يوماً إلى الطرف المتضرر.

17.5 Upon termination of the Agreement or a Statement of Work (as applicable) due to a Force Majeure Event, the First Party shall pay the Second Party its Fees for Services rendered and accepted by the First Party (or any portion thereof) within 15 days from the date of provision by the Second Party of a statement of all the deliverables that it has completed, all reasonable costs and expenses incurred in the completion of those deliverables in an itemized format, and any or all the work that has been completed towards the remainder of the deliverables (including an itemized narrative of work undertaken toward completion of the deliverables) as per a schedule prepared by the Second Party setting out the

١٧-٥ عند إنهاء الاتفاقية أو بيان العمل (حسب مقتضى الحال) بسبب أي حدث من أحداث القوة القاهرة، يتعين على الطرف الأول أن يسدد للطرف الثاني أتعابه مقابل الخدمات المقدمة والتي تم قبولها من جانب الطرف الأول (أو أي جزء منها) في غضون ١٥ يوماً من تاريخ تقديم الطرف الثاني لكشف بجميع المخرجات التي أكمل إنجازها، وجميع التكاليف والنفقات المعقولة التي تكبدها في إنجاز تلك المخرجات بشكل مفصل لكل بند على حدة، وأي من أو كافة الأعمال التي تم إنجازها بشأن باقي المخرجات (بما في ذلك سرد مفصل لكل بند من العمل المنجز لاستكمال المخرجات) وفقاً للجدول الزمني الذي أعده الطرف الثاني والذي يبين ما ورد

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above, and in a form and format acceptable to the First Party.

أعلاه، بشكل وصيغة مقبولة للطرف الأول.

**18. Modifications**

**١٨. التعديلات**

This Agreement can only be modified by written agreement between the Parties.

لا يجوز تعديل هذه الاتفاقية إلا باتفاق كتابي بين الطرفين.

**19. Notice**

**١٩. الإخطارات**

Any notice, request, approval or other communication required under this Agreement must be in writing and must be delivered by hand, registered mail or internationally recognized air courier service, or e-mail to the designated person of the relevant Party at the respective address below:

يجب أن تكون جميع الإخطارات والطلبات والموافقات وغيرها من المراسلات بموجب هذه الاتفاقية مكتوبة، ويجب أن يتم تسليمها مناولة باليد أو بواسطة البريد المسجل أو خدمة بريد جوي معروفة عالمياً أو بواسطة البريد الإلكتروني إلى أي من الاشخاص المعنيين بالنسبة لكل طرف على العناوين التالية:

a. The First Party:

أ. بالنسبة للطرف الأول

The attention of: Rakan Tarabzoni

لعناية: الأستاذ/ راكان طرابزوني

Telephone: +966566600048

هاتف: ٩٦٦٥٦٦٦٠٠٠٤٨+

E-mail: rakan.tarabzoni@fii-intitute.org

البريد الالكتروني: rakan.tarabzoni@fii-intitute.org

COO, FII Institute

الرئيس التنفيذي للعمليات، مؤسسة مبادرة مستقبل الاستثمار

b. The Second Party:

ب. بالنسبة للطرف الثاني

The attention of: Richard Attias, Executive Chairman

لعناية: الأستاذ/ ريتشارد أتياس، الرئيس التنفيذي

Richard Attias and Associates Saudi Arabia for Organization of Exhibitions Co. Ltd 3884 – AL Nakheel Dist. Unit No 9, Riyadh 12382-6613, a limited liability company registered in the commercial register in the city of Riyadh holding commercial registration number 1010586244, with its registered address in Riyadh.

شركة ريتشارد أتياس أند أسوسييتس السعودية لتنظيم المعارض المحدودة، ٣٨٨٤ - حي النخيل، الوحدة رقم ٩، الرياض ٦٦١٣-١٢٣٨٢، وهي شركة ذات مسئولية محدودة بمدينة الرياض بموجب السجل التجاري رقم ١٠١٠٥٨٦٢٤٤، وعنوانها المسجل في الرياض.

E-mail: richard.attias@richardattiasassociates.com

البريد الالكتروني: richard.attias@richardattiasassociates.com

Any such notice, request or other communication shall be deemed to have been delivered (a) when delivered, if delivered by hand against a confirmation of delivery, (b) three Business Days after it is deposited with the registered mail service provider or internationally recognized air courier service, (c) the day of sending, if by e-mail prior to 3:00 p.m. (Riyadh time) on any Business Day or the next Business Day if sent by e-mail after 3:00 p.m. (Riyadh time) on any Business Day or on any day other than a Business Day.

وتعتبر جميع تلك الإخطارات والطلبات وغيرها من المراسلات أنها بحكم المبلّغة (أ) عند تسليمها، في حال تم التسليم باليد مقابل إيصال تأكيد استلام، (ب) بعد ثلاثة أيام عمل من تاريخ إيداعها لدى مزود خدمة البريد المسجل أو البريد الجوي المعروف عالمياً، (ج) في يوم إرسالها، في حال تم الإرسال بواسطة البريد الإلكتروني قبل الساعة الثالثة عصراً (بتوقيت الرياض) من أي يوم عمل، أو في يوم العمل التالي في حال تم الإرسال بواسطة البريد الإلكتروني بعد الساعة الثالثة عصراً (بتوقيت الرياض) من أي يوم عمل أو في أي يوم ليس بيوم عمل.

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**20. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the First Party or the Second Party may be taken or executed by the authorized representatives specified below or any person thereunto authorized in writing by such representatives.

The authorized representatives are:

a. For the First Party:

HE Yasir Al-Rumayyan

Chairman of the Board of Trustees

FII Institute

b. For the Second Party:

Richard Attias & Associates' Executive Chairman,

Mr. Richard Attias

**٢٠. الممثلون المفوضون**

يجوز للممثلين المفوضين المحددين أدناه، أو أي شخص مخول بذلك كتابياً من قبل أولئك الممثلين المفوضين، اتخاذ أو تنفيذ أي إجراء مطلوب أو مسموح به، وتحرير أي وثيقة مطلوبة أو مسموح بتنفيذها، بموجب هذه الاتفاقية من قبل الطرف الأول أو الطرف الثاني.

الممثلون المفوضون هم:

أ. بالنسبة للطرف الأول:

معالي الأستاذ / ياسر الرميان

رئيس مجلس إدارة الأمناء

مؤسسة مبادرة مستقبل الاستثمار

ب. بالنسبة للطرف الثاني:

الرئيس التنفيذي لشركة ريتشارد أتياس أند أسوسييتس

الأستاذ / ريتشارد أتياس

**21. Language**

This Agreement (except for the appendices attached thereto) has been executed in the Arabic language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement. The appendices to the Agreement are stated in the English language which shall be the controlling language thereof.

**٢١. اللغة**

حُررت هذه الاتفاقية (باستثناء الملاحق المرفقة بها) باللغة العربية التي ستكون اللغة الملزمة وتكون لها الحجية في كافة الأمور المتعلقة بمعنى الاتفاقية أو تفسيرها، وحررت ملاحق الاتفاقية باللغة الإنجليزية التي ستكون اللغة الملزمة وتكون لها الحجية في كافة الأمور المتعلقة بمعنى تلك الملاحق أو تفسيرها.

**22. Comprehensiveness of the Contract**

This Agreement sets out all the terms, conditions and undertakings agreed between the Parties and supersedes and replaces any prior agreements or understanding relating to the subject matter of the Agreement. No agent or representative of any Party shall have the right to make any statements, undertakings, representations, promises, assurances or arrangements not expressly reflected in this Agreement and neither Party shall be liable or responsible for any such statements, undertakings, representations, promises, assurances and arrangements.

**٢٢. شمولية الاتفاقية**

تتضمن هذه الاتفاقية جميع الأحكام والاشتراطات والتعهدات التي اتفق عليها الطرفان وتحل محل وتجبّ أي اتفاقات أو مفاهمات سابقة تتعلق بموضوع هذه الاتفاقية. ولا يتمتع أي وكيل أو ممثل لأي من الطرفين بأي حق للإدلاء بأية بيانات أو تعهدات أو وعود أو تأكيدات أو ترتيبات غير تلك المنصوص عليها صراحة في هذه الاتفاقية، ولن يكون أي من الطرفين مسؤولاً عن أي من تلك البيانات والتعهدات والإقرارات والوعود والتأكيدات والترتيبات أو ملزماً بها.

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**23. Survival Articles**

The rights and obligations set forth under Article 12 (Confidentiality) and Article 13 (Intellectual Property Rights) shall survive the expiry or termination of the Agreement for whatsoever reason.

**٢٣. استمرار سريان المواد**

تظل الحقوق والالتزامات المنصوص عليها في المادة ١٢ (السرية) والمادة ١٣ (حقوق الملكية الفكرية) سارية بعد انتهاء هذه الاتفاقية أو إنهاءها لأي سبب من الأسباب.

**24. Applicable Law and Settlement of Disputes**

The Agreement shall be subject to, construed and implemented according to the laws, regulations, instructions, decrees and any other instruments having the force in the Kingdom of Saudi Arabia (the "**Applicable Law**"). In the event of any dispute or controversy arising between the First Party and the Second Party with regard to the implementation of the Agreement which cannot be settled amicably, the matter in dispute shall be referred for final settlement to the competent Saudi court in the Kingdom of Saudi Arabia.

**٢٤. النظام المعمول به وتسوية المنازعات**

تخضع هذه الاتفاقية ويتم تفسيرها وتطبيقها وفقاً للأنظمة واللوائح والتعليمات والمراسيم وأي أداة نظامية أخرى معمول بها في المملكة العربية السعودية (**"النظام المعمول به"**). وفي حال نشأ أي نزاع أو خلاف بين الطرف الأول والطرف الثاني فيما يتعلق بتطبيق الاتفاقية ولا يتوصل فيه الطرفين إلى تسوية ودية، تُحال المسألة المتنازع بشأنها إلى المحكمة السعودية المختصة في المملكة العربية السعودية للفصل فيها بشكل نهائي.

**25. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed, when signed, an original, but all of which shall constitute one and the same instrument.

**٢٥. نسخ الاتفاقية**

يجوز تحرير هذه الاتفاقية بأي عدد من النسخ المتقابلة والمستقلة، وتعتبر كل واحدة منها عند توقيعها نسخة أصلية وتشكل جميع النسخ المتقابلة مجتمعة كمستند الواحد.

**26. Signature**

In witness hereof, the Parties executed this Agreement in 2 original copies and hereby each Party certifies that it has obtained an original copy.

**٢٦. التوقيع**

وإثباتاً لما تقدم، أبرم الطرفان هذه الاتفاقية في نسختين أصليتين، ويقر كل طرف بموجب هذه الاتفاقية أنه قد حصل على نسخة أصلية منها.

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**On behalf of the First Party** نيابة عن الطرف الأول وباسمه

H.E. Yasir O. Al-Rumayyan

**Signature:** التوقيع:

**On behalf of the Second Party** نيابة عن الطرف الثاني وباسمه

Richard Attias

**Signature:** التوقيع:

**On behalf of Richard Attias and Associates LLC** نيابة عن شركة ريتشارد أتياس أند أسوسييتس إل إل سي وباسمها

Richard Attias

**Signature:** التوقيع:

**On behalf of The Experience by Richard Attias SARL** نيابة عن ذا إكسبيرياتس باي ريتشارد أتياس إس إيه آر إل وباسمها

Fabien Philippe

**Signature:** التوقيع:

**On behalf of The Experience by Richard Attias FZ LLC** نيابة عن ذا إكسبيرياتس باي ريتشارد أتياس ش.م.ح. – ذ.م.م. وباسمها

Richard Attias

**Signature:** التوقيع:

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## APPENDIX 1

## APPROVED BUDGETS

## الملحق ١

## الميزانيات المعتمدة

**Project:** FII BOT Meeting/Retreat - 22-24/03/2022

| # | SECTION | DESCRIPTION | BUDGET (USD) | BUDGET (SAR) |
|---|---|---|---|---|
| 1 | Logistics | | | |
| 1.1 | Flights Booking | - First/ Business Class tickets for 4 BOT Members<br>- 5 Business Class tickets for special speakers and partners<br>- 2 flight tickets for musicians | | |
| 1.2 | Hotel Accommodation (2 nights) | - 1 Royal Suite for BOT Guest<br>- 8 -3 Bedroom Terrace Villas at Nofa Resort for the BOT<br>- 6- 1 Bedroom Terrace Villas at Nofa Resort for the special guests and partners<br>- 10 - 1 Bedroom Terrace Villas at Nofa Resort for FII team<br>- 2 - 2 Bedroom Terrace Villas at Nofa Resort for FII team<br>- Butler Service for 2 guests 24 hours - 3 days | | |
| 1.3 | Transportation | - 7 Transfers of Luxury cars to escort the BOT memebers from/ the airport<br>- 7 Transfers of SUV cars for luggage from/ to the airport<br>- 1 Luxury car available for 24 hours fo 3 days<br>- 1 SUV car available for 24 hours fo 3 days<br>- 18 Transfers of SUV cars to escort the speakers and partners from/ to the airport<br>- 28 Transfers of SUV cards for FII Team | | |
| 1.5 | Incidentals | Any extra services requested by the BOT and the guests charged to the rooms | | |
| 2 | Catering | | | |
| 2.1 | Catering at the venue | - 2 dinners and 2 lunches at Nofa Resort<br>- 2 Dinners and 2 Lunches for RB<br>- Entertainment/Live performance options during the meals<br>- Table setup for all 4 meals | | |
| 2.2 | Coffee Break | Full day coffee break in the workshop area for 2 days | | |
| 2.3 | Welcoming Drinks | - Water<br>- Juice<br>- Arabic Coffee<br>- Dates | | |
| 3 | Production/ Branding | | | |
| 3.1 | Meeting Room (5 days) | Booking a meeting room for the workshop<br>- 1 setup day<br>- 1 rehearsal day<br>- 2 workshop days<br>- 1 dismantle day | | |
| 3.2 | Workshop setup | - Meeting room setup of U-shaped table for 20 people<br>- 2 Large LED screens<br>- Sound system<br>- Hi Speed Internet Connection | | |
| 3.3 | Branding Elements | - Table mats<br>- Directional signs<br>- Caps<br>- Scarves<br>- Water bottles sleeves<br>- Pins<br>- Cars Mifi<br>- Internet Cards<br>- Portable Chargers | | |
| 3.4 | Video Editing | Editing of students video provided by RB | | |
| 4 | Side Activities | | | |
| 4.1 | Activities | Resort activiteis for 2 days<br>- Safari Experience<br>- Horseback Riding<br>- Yoga<br>- Bowling | | |
| 5 | RAA Fees | | | |
| 5.1 | RAA team | - Project Director<br>- Transportation Manager<br>- Meet & Greet Manager<br>- Catering Director<br>- Catering Manager<br>- Hospitality Director<br>- Hospitality Manager<br>- Creative Manager<br>- Production Manager<br>- Technical Manager<br>- IT Manager<br>- Program Manager | | |
| 5.2 | RAA Staff logistics | - Transportation<br>- Accommodation<br>- Catering | | |
| 5.3 | RAA Management Fee | | | |
| | **TOTAL BUDGET (VAT EXCLUDED)** | | | |
| | **VAT (15%)** | | | |
| | **TOTAL BUDGET (VAT INCLUDED)** | | | |

**PAYMENT SCHEDULE:**
60% Upon Approval
30% Upon Delegation Arrival
20% Upon Delegation Departure

Remarks
* All prices are subject to change based on the final approved scope
* Any additional changes will be quoted separately

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FUTURE INVESTMENT INITIATIVE

**BUDGET & SCOPE OF WORK**
**Date of SOW/Budget: 03 May 2022**
**Prepared by Richard Attias & Associates**

**FII London 2022**
**EVENT DATES: 20 May 2022**
**SETUP DATES: 18, 19 of May 2022**
**Location: Rosewood Hotel London**

RICHARD ATTIAS & ASSOCIATES

| | SECTION | DESCRIPTION | DELIVERABLES | TOTAL Amount (USD) |
|---|---|---|---|---|
| | **VENUE** | | | |
| 1 | **Venue** | Meeting Rooms at the Hotel Rosewood in London<br>01 Plenary<br>01 Office<br>01 Media center<br>05 Bilaterals | Management of all operations; manage end-to-end through strategy/concept set-up, live, and dismantle phases. PROVISION depending on the final numebr of participants<br>Setup Grand Ballroom 18 and 19 of Mai<br>Meeting on 20 of Mai<br>Bilateral rooms on 20 of Mai | |
| 2 | **CATERING** | RA&A will oversee the detailing and management / coordination of the full catering solution. | Catering service based on 200 participants.<br>Diner for 30 participants. | |
| 3 | **IT Infrastructure** | RA&A will provide the architecture to support live streaming and participants connection. | Wifi is provided by the Hotel in London for participants.<br>Extra connection has to be organized for live feed. PROVISION | |
| | **PROGRAMMING** | | | |
| 4 | **Program Development (Content)** | A program team of experts staffed for the Event topic | 1 day program including main program and sessions.<br>-Several meeting prior the Event on thematic pillars and topics<br>Program and speakers briefings | |
| 5 | **Audience Generation** | Update new databases, and market across geographies to invite 4C19:C23business community. | Upward of delegates across industry, across stakeholder groups. | |
| 6 | **Speakers Fees** | Specific speakers will be targeted | Confirmed paid expert speakers who will participate under contract and who will offer interventions in the program. PROVISION | |
| 7 | **Moderator Fees** | 1-2 moderators – independent from media partnerships. | Confirmed paid expert moderators who will animate the program, assigned to different formats - PROVISION | |
| 8 | **Speakers Travel** | RA&A will book the travel and accommodation<br>RA&A will also coordinate the visa processing request if needed in coordination with the authorities. | This amount will cover the cost of flights and hotel accommodations<br>*This is a conservative amount based on average flight costing.* PROVISION | |
| | **PRODUCTION** | | | |
| 9.1 | **Creative Concept** | RA&A will create a full 3-D concept design of venues, including staging, floorplans, seating, | Full presentation. | |
| 9,2 | **Decoration** | RA&A will produce the décor and branding of the plenary as well as all rooms décor and branding.<br>01 Plenary room<br>01 Registration area<br>01 Media Center<br>08 One-on-One meetings rooms at the Hotel<br>Directional signage<br>01 Interview corner | Furniture, staging and branding concepts will all be produced, installed and dismantled.<br>Welcome signage at the Hotel main entrance<br>Indoors directional signage<br>Registration area<br>Plenary stage with steps and carpet designed and constructed<br>Workshop backdrop and decor<br>Speakers chairs and speakers tables designed and constructed for Plenary<br>Lecterns designed and constructed for plenary. Nameplates for each session<br>Photocall<br>Fabric (Black) to hide all trusses<br>Front, rear and side access steps<br>Carpet stage flooring<br>Camera platforms (x3)<br>All components including building materials and covering for backstage areas, camera platforms and mainstage/front of house<br>Set up for the One-on-One meetings room | |
| 9,3 | **Signage** | | Directional signage,<br>Welcome signage at the Hotel main entrance<br>Indoors directional signage | |
| 9,4 | **Technical Equipment (Video/display technology)** | Plenary room<br>a. LED screens<br>b. Rigging / trusses<br>c. Broadcast / cameras<br>d. Lightings<br>e. Sound (Includes all sound monitors, public address system, amplifiers) | Full equipped venue for all sessions, based on approved creative concept, integrating the latest technology and offering an enhanced live experience.<br>Plenary Room<br>LED Screens set up<br>Lights on stage designed for speeches and different sessions<br>Sound designed for speakers on stage<br>Sound designed for the audience<br>Gooseneck microphones for speakers / tie microphones / headset Microphones<br>Opening Jingle Video<br>Backgrounds dedicated for each session<br>Videoplayers<br>Press sound feedbox<br>Record (2x Tascam CDR)<br>Amplifiers<br>Consoles and Stage Racks (Backstage video world streaming), streaming mix<br>Switches<br>Multi-mode fiber optics to support all back stage and front of house<br>Video Batches<br>Video Control systems<br>Monitors for front of house/backstage<br>Clearcom Intercom System including all beltpacks, headphones) | |
| 9.5 | **Video / photography** | Videography and Photography services. | Best of video<br>Full Photo archive<br>One team fully dedicated to record all the networking moments, the sessions to create a best of<br>A team of photographers to take pictures across the conference | |
| 9,6 | **Technical & Production Staff Salary** | RA&A will employ production and technical crew during the preparation and execution/delivery phases. | Human resources management of all production resources to ensure a flawless show.<br>Staff includes:<br>01 Production Directors<br>01 Operation Director<br>01 Operation Assistant<br>02 Room Monitors<br>01 Technical Directors<br>01 Technical Assistants<br>07 Stage Managers<br>01 Video/ LED Director<br>01 Sound Director<br>01 Light Director<br>02 Staff for Broadcasting<br>01 Video Director<br>Technical Crew: power, cables, set up of the LED Screen, of the sound & Light System<br>01 Decor Director<br>Decoration Crews | |
| | **OPERATIONS** | | | |
| 10 | **Ushers** | RA&A will hire ushers for 1 days | Guided experience for all participants. | |
| 11 | **Event Management Team Salaries** | RA&A will assign all requested staff. | Fees for directors and managers, lump sum amount for onsite team. Staff includes:<br>01 Project Directors<br>01 Creative Director<br>02 Logistics Directors<br>02 Operations Managers<br>Onsite team | |
| 12 | **Accreditation and Badging system** | RA&A will develop an accreditation and badging system, including database management and security. | Badging solution for all participants, staff, protocol, V-VIP, media with a technology and security solution; system integration with website.<br>- All individuals will register online through a registration form or will be registered manually (VIP process) by the dedicated management team<br>- All data will be secured in a comprehensive database – dedicated badging module | |
| 13 | **Registration** | Physical Event Badging System.<br>Customized Badges and Lanyards.<br>Badge printing Center | Registration solution for all participants, staff, protocol, V-VIP, media with a technology and security solution; system integration with website. | |

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|---|---|---|---|---|
| 14 | APP | Update on the exsting App to London | App, including the live feed and program update | |
| 15 | LIVE STREAMING | Live platform | Live Streaming with speakers from different location | |
| 16 | Executive Team Travel | RA&A will book project management and program staff flights and accommodation | Senior management and program / content team travel and accomodation costs to be managed. PROVISION | |
| 17 | Visas + COVID-19 Tests | RA&A will coordinate the visa requests for staff and participants | Visa and covid test for participants and staff. PROVISION | |
| 18 | Staff Travel & Transportation | RA&A will book travel and local transportation. | Flight bookings and transfers for staff traveling. PROVISION | |
| 19 | Staff Accommodation & Catering | RA&A will book hotels in London | Hotels and catering for the staff. PROVISION | |
| | MARKETING MATERIALS | | | |
| 20 | Collateral | Bandred collaterals for participants and speakers | Branded bags, pens and notebooks. PROVISION | |
| | ADVISORY | | | |
| 21 | Conference Management / Professional Fees | RA&A global coordination | Time and global expertise of Richard Attias & Associates senior management, ongoing on demand support. | |
| 22 | CONTINGENCY | | | |
| | GRAND TOTAL | | | |

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FUTURE INVESTMENT INITIATIVE

**BUDGET & SCOPE OF WORK**
**Date of SOW/Budget: 06 June 2022**
**Prepared by Richard Attias & Associates**

**FII New York 2022**
**EVENT DATES: 22 September 2022**
**SETUP DATES: 20, 21 of September 2022**
**Location: The Pierre Hotel New York**

RICHARD ATTIAS & ASSOCIATES

| | SECTION | DESCRIPTION | DELIVERABLES | TOTAL Amount (USD) |
|---|---|---|---|---|
| | **VENUE** | | | |
| 1 | **Venue** | Meeting Rooms at the Hotel Pierre in New York<br>01 Plenary<br>01 Office<br>01 Media center<br>03 Bilaterals | Management of all operations, manage end-to-end through strategy/concept set-up, live, and dismantle phases. PROVISION depending on the final numebr of participants<br>Setup Grand Ballroom on 20 and 21 of September<br>Meeting on 22 of September<br>Bilateral rooms on 22 of September | |
| 2 | **CATERING** | RA&A will oversee the detailing and management / coordination of the full catering solution. | Catering service based on 200 participants. | |
| 3 | **IT Infrastructure** | RA&A will provide the architecture to support live streaming and participants connection. | WIFI is provided by the Hotel for participants.<br>Extra connection has to be organized for live feed. PROVISION | |
| | **PROGRAMMING** | | | |
| 4 | **Program Development (Content)** | A program team of experts staffed for the Event topic | 1 day program including main program and sessions.<br>-Several meeting prior the Event on thematic pillars and topics<br>Program and speakers briefings | |
| 5 | **Audience Generation** | Update new databases, and market across geographies to invite +C19:C23business community. | Upward of delegates across-industry, across stakeholder groups. | |
| 6 | **Speakers Fees** | Specific speakers will be targeted | Confirmed paid expert speakers who will participate under contract and who will offer interventions in the program. PROVISION | |
| 7 | **Moderator Fees** | 2-3 moderators – independent from media partnerships. | Confirmed paid expert moderators who will animate the program, assigned to different formats - PROVISION | |
| 8 | **Speakers Travel** | RA&A will book the travel and accommodation | This amount will cover the cost of flights and hotel accommodations<br>*This is a conservative amount based on average flight costing.* PROVISION | |
| | **PRODUCTION** | | | |
| 9,1 | **Creative Concept** | RA&A will create a full 3-D concept design of venues, including staging, floorplans, seating. | Full presentation. | |
| 9,2 | **Decoration** | RA&A will produce the décor and branding of the plenary as well as all rooms décor and branding.<br>01 Plenary room<br>01 Registration area<br>01 Media Center<br>03 One-on-One meetings rooms at the Hotel<br>Directional signage<br>01 Interview corner | Furniture, staging and branding concepts will all be produced, installed and dismantled.<br>Welcome signage at the Hotel main entrance<br>Indoors directional signage<br>Registration area<br>Plenary stage with steps and carpet designed and constructed<br>Workshop backdrop and decor<br>Speakers chairs and speakers tables designed and constructed for Plenary<br>Lecterns designed and constructed for plenary; Nameplates for each session<br>Photocall<br>Fabric (Black) to hide all trusses<br>Front, rear and side access steps<br>Carpet stage flooring<br>Camera platforms (x3)<br>All components including building materials and covering for backstage areas, camera platforms and mainstage/front of house<br>Set up for the One-on-One meetings room | |
| 9,3 | **Signage** | | Directional signage,<br>Welcome signage at the Hotel main entrance<br>Indoors directional signage | |
| 9,4 | **Technical Equipment (Video/display technology)** | Plenary room<br>a. LED screens<br>b. Rigging / trusses<br>c. Broadcast / cameras<br>d. Lightings<br>e. Sound (includes all sound monitors, public address system, amplifiers) | Full equipped venue for all sessions, based on approved creative concept, integrating the latest technology and offering an enhanced live experience.<br>Plenary Room<br>LED Screens set up<br>Lights on stage designed for speeches and different sessions<br>Sound designed for speakers on stage<br>Sound designed for the audience<br>Goosneck microphones for speakers / tie microphones / headset Microphones<br>Opening Jingle Video<br>Backgrounds dedicated for each session<br>Videoplayers<br>Press sound feedbox<br>Record (2x Tascam CDR)<br>Amplifiers<br>Consoles and Stage Racks (BackStage video world streaming), streaming mix<br>Switches<br>Multi-mode fiber optics to support all back stage and front of house<br>Video Batches<br>Video Control systems<br>Monitors for front of house/backstage<br>Clearcom Intercom System including all beltpacks, headphones) | |
| 9,5 | **Video / photography** | Videography and Photography services. | Best of video<br>Full Photo archive<br>One team fully dedicated to record all the networking moments, the sessions to create a best of<br>A team of photographers to take pictures across the conference | |
| 9,6 | **Technical & Production Staff Salary** | RA&A will employ production and technical crew during the preparation and execution/delivery phases. | Human resources management of all production resources to ensure a flawless show.<br>Staff includes:<br>01 Production Directors<br>01 Operation Director<br>01 Operation Assistant<br>02 Room Monitors<br>01 Technical Directors<br>01 Technical Assistants<br>02 Stage Managers<br>01 Video/ LED Director<br>01 Sound Director<br>01 Light Director<br>02 Staff for Broadcasting<br>01 Video Director<br>Technical Crew: power, cables, set up of the LED Screen, of the sound & Light System<br>01 Decor Director<br>Decoration Crews | |

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| | **OPERATIONS** | | | |
| 10 | **Ushers** | RA&A will hire ushers for 1 days | Guided experience for all participants. | |
| 11 | **Event Management Team Salaries** | RA&A will assign all requested staff. | Fees for directors and managers, lump sum amount for onsite team. Staff includes:<br>01 Project Directors<br>01 Creative Director<br>02 Logistics Directors<br>02 Operations Managers<br>Onsite team | |
| 12 | **Accreditation and Badging system** | RA&A will develop an accreditation and badging system, including database management and security. | Badging solution for all participants, staff, protocol, V-VIP, media with a technology and security solution; system integration with website.<br>- All individuals will register online through a registration form or will be registered manually (VIP process) by the dedicated management team<br>- All data will be secured in a comprehensive database – dedicated badging module | |
| 13 | **Registration** | Physical Event Badging System.<br>Customized Badges and Lanyards.<br>Badge printing Center | Registration solution for all participants, staff, protocol, V-VIP, media with a technology and security solution; system integration with website. | |
| 14 | **APP** | Update on the existing App to NY | App, including the live feed and program update | |
| 15 | **LIVE STREAMING** | Live platform | Live Streaming with speakers from different location | |
| 16 | **Executive Team Travel** | RA&A will book project management and program staff flights and accommodation | Senior management and program / content team travel and accomodation costs to be managed. PROVISION | |
| 17 | **Visas + COVID-19 Tests** | RA&A will coordinate the visa requests for staff and participants | Visa and covid test for participants and staff. PROVISION | |
| 18 | **Staff Travel & Transportation** | RA&A will book travel and local transportation. | Flight bookings and transfers for staff traveling. PROVISION | |
| 19 | **Staff Accommodation & Catering** | RA&A will book hotels in NY | Hotels and catering for the staff PROVISION | |
| | **MARKETING MATERIALS** | | | |
| 20 | **Collateral** | Bendred collaterals for participants and speakers | Branded bags, pens and notebooks. PROVISION | |
| | **ADVISORY** | | | |
| 21 | **Conference Management / Professional Fees** | RA&A global coordination | Time and global expertise of Richard Attias & Associates senior management, ongoing on demand support. | |
| 22 | **CONTINGENCY** | | | |
| | **GRAND TOTAL BEFORE NY sales tax** | | | |
| | **NY sales tax 8,85%** | | | |
| | **GRAND TOTAL WITH NY SALES TAX** | | | |

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FUTURE INVESTMENT INITIATIVE

**BUDGET & SCOPE OF WORK**
**Date of SOW/Budget: 10th June 2022**
**Prepared by Richard Attias & Associates**

**FII 6th Edition**
**EVENT DATES: 25-27 October 2022**
**SETUP DATES: August, September, October 2022**
**Location: KAICC Riyadh**

RICHARD ATTIAS & ASSOCIATES

| | SECTION | DESCRIPTION | DELIVERABLES | Amount in USD |
|---|---|---|---|---|
| | **VENUE** | | | |
| 1 | **Venue** | All rooms will be reserved directly by FII Institute | Management of all operations, manage end-to-end through strategy/concept set-up, live, and dismantle phases. | |
| 1.b | **Registration Venue** | Rental costs for offsite registration | Completed outfitted registration venue at the Crown Plaza Hotel | |
| 2 | **IT Infrastructure** | RA&A will provide the architecture to support live streaming and participants connection. | WIFI is provided by STC in the partnership agreement with the FII Institute. | |
| | **PROGRAMMING** | | | |
| 3 | **Program Development (Content)** | A program team of experts staffed for the Event topic | 3 days program including main program and sessions.<br>-Several meeting prior the Event on thematic pillars and topics<br>-Program and Speaker briefings | |
| 4 | **Speaker Recruitment & Management (Operations)** | | 1st tier speakers, drawn from across stakeholder groups for all sessions in key roles.<br>Based on 2 speaker recruitment staff with monthly fees of $15,000 (x6 months) = $180,000 | |
| 5 | **Audience Generation** | Update new databases, and market across geographies to invite business community.<br>Email and phone marketing campaigns. | Upward of delegates across-industry, across stakeholder groups. | |
| 6 | **Speakers Fees** | Specific speakers will be targeted | Confirmed paid expert speakers who will participate under contract and who will offer interventions in the program.<br>PROVISION | |
| 7 | **Moderator Fees** | 5 moderators – independent from media partnerships – will be booked to facilitate plenaries, workshops, central stages<br>This amount reflects a lump sum budget line item to cover the cost of moderators ranging from $30,000 to $60,000 for 3 days of support. | Confirmed paid expert moderators who will animate the program, assigned to different formats - PROVISION | |
| 8 | **Speakers Travel** | RA&A will book the travel and accommodation<br>RA&A will also coordinate the visa processing request if needed, in coordination with the authorities. | This amount will cover the cost of flights and hotel accommodations<br>*This is a conservative amount based on average flight costing.* PROVISION | |
| | **PRODUCTION** | | | |
| 9.1 | **Creative Concept** | RA&A will create a full 3-D concept design of venues, including staging, floorplans, seating for KAICC, including new spaces for 2022 both in KAICC and temporary venues/tent pavilions outside of the main venue.<br>This will also include the new registration | Full 3-D presentation, including video formats and 3-D videos | |
| 9.2 | **Decoration** | RA&A will produce the decor and branding of the plenary as well as all meeting rooms:<br><br>01 Plenary room in the King Abdulaziz International Conference Center<br>01 Workshop room in FII Pavilion<br>01 Workshop in the King Abdulaziz International Conference Center<br>01 Open stage in the FII Pavilion<br>01 Registration area at the Crown Plaza hotel<br>01 Registration area at the Ritz-Carlton hotel<br>01 Media Center in the King Abdulaziz International Conference Center<br>08 Meetings rooms at the King Abdulaziz International Conference Center<br>Directional signage<br>Interview corners<br>Corridors and all KAICC foyer area<br>Catering buffets | RA&A will produce the decor and branding of the plenary as well as all rooms decor and branding.<br>01 Green room<br>Construction of 01 Plenary room in the King Abdulaziz International Conference Center<br>Construction of 01 Workshop room in King Abdulaziz International Conference Center<br>Construction of 01 Workshop in the FII Pavilion<br>Construction of 01 Open stage in the FII Pavilion<br>Construction of 01 Registration area at the Crown Plaza hotel<br>Construction of 01 Registration area at the Ritz-Carlton hotel<br>Installation of 02 tents between the Ritz Carlton and the KAICC for badge controle<br>01 Media Center in the King Abdulaziz International Conference Center<br>Construction of 10 Bilateral rooms<br>Installation of plants and flowers<br>Fabric (Black) to hide All trussAA<br>Front, rear and side access steps<br>Carpet stage flooring<br>Camera platforms in the plenary (x3)<br>Camera platforms in the Workshops<br>All components including building materials and covering for backstage areas, camera platforms and mainstage/front of house<br>Set up for the One-on-One meetings room<br>FII branding | |
| | | **FII Pavilion**<br><br>Seating arrangements<br>Furnitures<br>TV Studios<br>Central banquettes<br>Partners & Speakers Lounge<br>Dome Garden<br>Health bars<br>Tech Partners booths<br>TV Studio<br>Partner booth<br>Floor<br>Carpeting | RA&A will design and produce the decor and branding of the FII Pavilion<br>Construction of 10 Partners booths<br>Production of 65 "banquettes"<br>Production of furnitures and seating arrangements including 120 coffee chairs, 30 coffee tables, 20 high cocktail tables, 80 high stools<br>Construction of 06 TV studio audios<br>Construction of 01 Partners & Speakers lounge with 100 manufactured seating arrangements and 25 coffee tables<br>Construction of 01 Partners & Speakers lounge restaurant<br>Production of 01 manufactured FII Cafe and its dedicated coffee bar counter<br>Construction of 02 "health bar"<br>Construction of 01 Open Stage<br>Production of Seating arrangements for the open stage<br>Construction of a Workshop session room<br>Plants and flowers arrangements<br>Construction of 04 buffets<br>FII branding | |
| | | **Digital Garden**<br><br>Seating arrangements, lounges<br>Furnitures<br>TV Studios<br>01 Circular central banquette | RA&A will design and produce the decor and branding of the digital garden area<br>Production of 01 circular central banquette<br>Production of furnitures and seating arrangements including 64 coffee chairs, 16 coffee tables for the lounges<br>Construction of 04 TV studio studios<br>Production of high stools for the counters<br>Production of 12 high stools for the TV studios<br>Production of high 4 tables for the TV studios<br>Construction of 01 interview corner for speakers<br>FII branding | |
| | | **Information Center**<br><br>02 Informations desks<br>Furnitures<br>01 banquette<br><br>**Bilateral rooms**<br><br>10 Bilateral rooms | RA&A will design and produce the decor and branding of the information center<br>Production of 01 central banquette<br>Production of 10 low tables<br>Construction of 02 backdrops<br>FII branding<br><br>RA&A will design produce the decor and branding of the ministerial bilateral rooms<br>Construction of 10 bilateral rooms<br>Production of 40 low table<br>Production of 80 armchairs<br>FII branding | |
| 9.4 | **Technical Equipment (Video/display technology)** | **Plenary Hall**<br><br>a. LED screens<br>b. Rigging / trusses<br>c. Broadcast / cameras<br>d. Lightings<br>e. Sound (cables, consoles, all sound systems, public address system, amplifiers)<br>f. Video (cables, consoles, all sound systems, public address system, amplifiers) | Full equipped venue for all sessions, based on approved creative concept, integrating the latest technology and offering an enhanced live experience.<br>Plenary Room with several stages<br>LED Screens set up<br>Lights on stage designed for speaches and different sessions<br>Sound designed for speakers on the 3 stages<br>Sound designed for translations<br>Cocentric Infrared system<br>10 Tie microphones | |

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| | | **Central stage 1 - FII Pavilion**<br><br>a. Large circular LED screen<br>b. Sound system (includes all sound monitors, public address system)<br>c. Broadcast / cameras<br>d. Lightings<br>e. Trusses | Plasma Screens set up and management<br>Sound designed for speakers<br>Sound designed for the audience<br>02 Goosneck microphones for the lectern<br>06 Shure UHF lapel microphones<br>06 headset microphones<br>02 Shure UHF wireless handheld microphone for the audance Q&A | |
| | | **Arena - FII Pavillon 2**<br><br>a. LED screen<br>b. Sound system(includes all sound monitors, public address system)<br>c. Lightings<br>d. Trusses | Plasma Screens set up and management<br>Sound designed for speakers<br>Sound designed for the audience<br>06 Goosneck microphones for sepakers desks<br>02 gooseneck microphones for lectern<br>06 Shure UHF lapel microphones<br>06 headset microphones<br>02 Shure UHF wireless handheld microphone for the audance Q&A | |
| | | **Digital garden**<br><br>a. LED screens<br>b. Sound systhem<br>c. Lightings<br>d. Trusses | 02 LED walls<br>Sound system for announcements and backgroud music<br>Trussing arrangements for all elments (sound, lights) | |
| | | **Metaverse Cooncourse**<br><br>a. LED screens<br>b. Sound systhem<br>c. Lightings<br>d. Trusses | 02 LED walls<br>Sound system for backgroud music<br>Trussing arrangements for all elments (sound, lights)<br>Multiple freestanding screens | |
| | | **Virtual Avatar Experience**<br><br>a. LED screens<br>b. Sound systhem<br>c. Lightings<br>d. Trusses<br>e. Plasma screens | LED walls<br>Sound system for announcements and backgroud music<br>Trussing arrangements for all elments (sound, lights)<br>10 Plasmas screens | |
| | | **Media Center**<br><br>a. Sound systhem<br>b. Lightings | Sound system<br>Full set up and ready to go workspace | |
| 9,5 | **Video Editing / photography** | Videography and Photography services, includes set up phases, Opening Show, and the Highlights video of the FII. | Opening Jingle Video<br>Backgrounds dedicated for each session<br>Best of Highlights video to be shown during closing plenary<br>Full Photo archive<br>03 teams fully dedicated to record all the networking moments between delegates, the most powerful sessions, the lunches, the technology to create a best of which will be shown at the closing ceremony and short videos during FII.<br>A fully dedicated team of photographers to take pictures across venues in parallel.<br>*Each half of day, all the pictures will be upload on our system and diffused through the different screens we have at disposal in the venue.* | |
| 9,6 | **Technical & Production Staff Salary** | RA&A will employ production and technical crew during the preparation and execution/delivery phases. | Human resources management of all production resources to ensure a flawless show.<br>Staff includes:<br>03 Production Directors<br>01 Operation Director<br>01 Operation Assistant<br>15 Room Monitors<br>02 Technical Directors<br>04 Technical Assistants<br>04 Stage Managers<br>04 Staffs for Video content<br>02 Video/ LED Director | |
| | | | 01 Sound Diredor<br>01 Light Director<br>06 Staff for Broadcasting<br>01 Video Director<br>100 Technical Crew: power, cables, set up of the LED Screen, of the sound &Light System<br>01 Decor Director<br>60 Decoration Crews | |
| 9,7 | **Workshops Design** | RA&A will set up 05 different rooms for sessions. It includes all set-up and design. | Full Designed, branded workshops for interactive sessions. | |
| 9,8 | **Digital Program Backdrops** | RA&A will create experiential digital content to be delivered on the LED screens. It will also provide Live Content, Interactive Visuals and dynamics branding in all plenaries and workshops. | LED screen digital visual backdrops for each topic/theme.<br>For each session a visual integrated in the LED Screen will be created according to the topic of the session happening. | |
| 9,9 | **Session Output Writers** | RA&A to provide summary writers for live reporting, social media and website content and creation of content for the FII Institute. | This content will be used on social media, website, and by the communications during and post FII. | |
| 9,1 | **Translation services** | RA&A will provide Arabized content (EN-AR) for all FII related preparation and production. This will include a full retainer for the duration of FII 2019.<br>RA&A will also translate content as required into Chinese. | This includes all FII specific materials developed for external purposes related to the event, excluding PR/Communications items. | |
| 9,11 | **Simultaneous translation- English, French, Chinese, Arabic** | RA&A will provide:<br>15 cabins & equipment to be set up in plenaries, workshops, media center<br>4,000 headsets | Plenaries in 4 languages; Workshops and Media Center in 2 languages | |
| 9,12 | **Interpreters** | | Human resources management of all interpreters to ensure a flawless show. | |
| 9,13 | **Technicians Accommodation and Catering** | RA&A will book accommodation and catering for approx. 100 staff members for 15 days onsite build up and execution. | Accomodation and management for staff.<br>*RA&A has made all efforts to reduce/minimize overhead.* | |
| 9,14 | **Technicians Travel & Transportation** | RA&A will book travel and local transportation for approx. 100 staff members for 15 days onsite build up and execution. | Return flight bookings and transfers for staff traveling from UAE, Morocco, Europe. PROVISION | |
| | **OPERATIONS** | | | |
| 10 | **Ushers** | RA&A will hire 75 ushers for 3 days (60 at the KACC, 15 at registration). | Guided experience for all participants. | |
| 11 | **Transport Coordinators** | RA&A will assign 4 coordinators for logistics and 4 coordinators for transportation. | Guided experience for all participants. | |
| 12 | **Delegate Transportion** | RA&A will organize shuttles between the airport, registration, official hotels and the Ritz/KACC | Full shuttle transport solution for FII registered delegate between the official hotels, Badge collection centers and FII venue.<br>This includes onsite transport system and all technicians at KACC-Ritz Carlton complex. | |
| 13 | **Event Management Team Salaries** | RA&A will assign all requisite staff. | Fees for directors and managers, lump sum amount for onsite team. Staff includes:<br>02 Project Directors<br>01 Creative Director<br>02 Logistics Directors<br>03 Operations Managers<br>Onsite team | |
| 14 | **Accreditation and Badging system** | RA&A will develop an accreditation and badging system, including database management and [illegible] | Registration solution for all participants, staff, protocol, VVIP, media with a technology and security solution; system integration with vendor's [illegible] (individual badges, group badges, [illegible]) by the dedicated management team. | |

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| | | **A)** 2100 m2 manufactured construction structure at the back of the KA/CC<br>10 Partners booths<br>01 Arena<br>01 workshop<br>Partners and Participants lounges<br>Catering areas<br>Seating arrangement<br>Information desk<br><br>**B)** 750 m2 manufactured construction Mezzanine<br>10 bilaterals meeting rooms | A raised platform of 1.2mH for all the structure to cover all AC and electrical cables<br>Structure & accessories, technical floorin, DB, electrical, doors, plywood over boarding on all the surface<br>25 lounge sets dispatched around the structure<br>05 benches dispatched around the structure<br>wooden partitions to delimitate the lounge sets<br>16 units of custom-made toilets (8 Male, 8 Female and 2 Disabled) with internal fittings, plumbing and connections within the structure<br>Connection structure<br>Setup, crane, plant machinery<br>AC system for all the structure with chillers, ducting and wall-montec AC in each room<br>Flooring, plywood and ruber gravel finishing<br>Grass covering with sour rubber surfacing to create pathways<br>Mezzanine structure & partner booths, ground floor and first floor<br>10 Partner booths included for each Partner<br>Ground floor rooms with a welcome counter and a lounge set<br>02 stairs to access to the mezzanine floor (bilateral rooms)<br>First floor meeting room with a custom-made boardroom table and 8 chairs + 1 screen with walls and roof in glass<br><br>Workshop 1 - Arena style, decor and seating arrangements<br>Workshop 2, decor and seating arrangements<br>Planters boxes, central bar, partitions and walls cladding<br>15x Planters boxes and 10 trees boxes<br>Greeneries and trees around the structure<br>Logistics, project management, tansport, HSE | [redacted] |
| | **TOTAL OF MAIN BUDGET** | | | |
| | **CONTINGENCIES** | *Predicted change orders* | | |
| | **GRAND TOTAL BEFORE VAT** | | | |
| | **VAT 15%** | | | |
| | **GRAND TOTAL AFTER VAT** | | | |
| | **OPTIONS (BEFORE VAT)** | | | |
| D | **Import taxes** | RAIA will pay for import duties levied for purposes of the temporary import of equipment | This covers items that are rented (not purchased by FII-I) but that they will incour customs duties.<br><br>*This amounts to a Provision that will be capped at the indicated amount.* | |
| E | **Gala Dinner Entertainment** | RAIA will pay professional entertainment during the gala dinner. | This covers professional fees and sound / staging requirements at the gala dinner location for a musical performance.<br><br>*This amounts will be invoiced following approval by FII-I to include an entertainment option that will incur professional fees etc.* | |

| ***Payment Schedule*** | |
|---|---|
| *At signature* | *40%* |
| *2022-08-01* | *40%* |
| *2022-11-10* | *20%* |

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**APPENDIX 2**

**STATEMENT OF WORK**

**الملحق ٢**

**بيان العمل**

This statement of work ("**SOW**") is entered into on [●] by and between:

أبـرم بيـان العمـل هـذا بتـاريخ [●] ("**بيـان العمـل**") بين كل من:

1) **The Future Investment Initiative Institute**, issued by Royal Order A/124 on 29/2/1441 H (29/10/2019 G), at the RDC, building CS01, Riyadh, Saudi Arabia

(hereinafter referred to as the ("**First Party**"), and

١) **مؤسسة مبادرة مستقبل الاستثمار**، وهي مؤسسة أهلية صادرة بالأمر الملكي رقم أ/١٢٤ بتاريخ ١٤٤١/٠٢/٢٩ هـ، وعنوانها في مجمع الرائدة المدينة الرقمية، مبنى CS01، الرياض، المملكة العربية السعودية

(ويشار إليها فيما يلي أدناه بعبارة "**الطرف الأول**")؛ و

2) **Richard Attias and Associates Saudi Arabia for Organisation of Exhibitions Co. Ltd**, 3884 – AL Nakheel Dist. Unit No 9, Riyadh 12382-6613 a limited liability company registered in the commercial register in the city of Riyadh holding commercial registration number 1010586244

(hereinafter referred to as the "**Second Party**")

٢) **شركة ريتشارد أتياس أند أسوسييتس السعودية لتنظيم المعارض المحدودة**، ٣٨٨٤ - حي النخيل، الوحدة رقم ٩، الرياض ٦٦١٣-١٢٣٨٢، وهي شركة ذات مسئولية محدودة مسجلة في السجل التجاري بمدينة الرياض بموجب السجل التجاري رقم ١٠١٠٥٨٦٢٤٤

(ويشار إليها فيما يلي أدناه بعبارة "**الطرف الثاني**")

The First Party and Second Party hereinafter referred to as the "**Parties**".

ويشار إلى الطرف الأول والطرف الثاني مجتمعين فيما يلي بلفظ "**الطرفان**" أو "**الطرفين**" أو "**الأطراف**".

In reference to the framework agreement signed on [●] (the "**Framework Agreement**") the Parties hereby agree to enter into this SOW in connection with [●] (the "**Event**").

بالإشارة إلى الاتفاقية الإطارية الموقعة بتاريخ [●] ("**الاتفاقية الإطارية**")، اتفق الطرفان بموجبها على إبرام بيان العمل هذا فيما يتعلق بـ [●] ("**الفعالية**").

A. The terms of the Framework Agreement are incorporated by reference herein and shall be deemed to have the same force and effect as if set forth in full herein.

أ. تعتبر شروط الاتفاقية الإطارية جزءاً من بيان العمل هذا من خلال الإشارة إليها ويتعين اعتبارها تتمتع بنفس النفاذ والتأثير كما لو تم إيرادها بالكامل في بيان العمل هذا.

B. All capitalized terms not otherwise defined in this SOW shall have the meanings ascribed to them in the Framework Agreement.

ب. يكون لجميع المصطلحات المكتوبة بحروف استهلالية كبيرة، والتي لم يتم تعريفها بخلاف ذلك في بيان العمل هذا، ذات المعاني المنسوبة إليها في الاتفاقية الإطارية.

C. The Parties agree that the scope of work and payment terms for the Event shall be as follows:

ج. اتفق الطرفان على أن يكون نطاق العمل وشروط السداد الخاصة بالفعالية على النحو التالي:

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| | | | |
|---|---|---|---|
| I. | Scope of Work | نطاق العمل | ١. |
| | [•] | [•] | |
| II. | Timeline | الجدول الزمني | ٢. |
| | [•] | [•] | |
| III. | Budget | الميزانية | ٣. |
| | [•] | [•] | |
| IV. | Payment Schedule | جدول السداد | ٤. |
| | [•] | [•] | |

**Signatures:** **التواقيع:**

**On behalf of the First Party** **نيابة عن الطرف الأول وباسمه**

H.E. Yasir O. AI-Rumayyan

**[Authorized Signatory]** **[المفوض بالتوقيع]**

**Signature:** _____ _____ **التوقيع:**

**On behalf of the Second Party** **نيابة عن الطرف الثاني وباسمه**

Richard Attias

**[Authorized Signatory]** **[المفوض بالتوقيع]**

**Signature:** _____ _____ **التوقيع:**

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# STATEMENT OF WORK

This statement of work ("**SOW**") is entered into on [●] by and between:

1) **The Future Investment Initiative Institute**, issued by Royal Order A/124 on 29/2/1441 H (29/10/2019 G), at the RDC, building CS01, Riyadh, Saudi Arabia (hereinafter referred to as the ("**First Party**"), and

2) **Richard Attias and Associates LLC,** a company duly incorporated under the laws of the State of Connecticut, holding Employer Identification Number 26-2999066 with its address at 555 Madison Avenue, New York, NY 10022, (hereinafter referred to as the "**Second Party**")

The First Party and Second Party hereinafter referred to as the "**Parties**".

In reference to the framework agreement signed on 22 August 2022 (the "**Framework Agreement**") the Parties hereby agree to enter into this SOW in connection with the FII Priority event which will take place in Miami, Florida (the "**Event**").

A. The terms of the Framework Agreement are incorporated by reference herein and shall be deemed to have the same force and effect as if set forth in full herein.

B. All capitalized terms not otherwise defined in this SOW shall have the meanings ascribed to them in the Framework Agreement.

C. The Parties agree that the scope of work and payment terms for the Event shall be as follows:

[*remainder of page intentionally left blank]*



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## I. Scope of Work

| SCOPE OF WORK |
|---|
| |
| 1. VENUE |
| 2. F&B Participants and Media (Variable costs according to the final participant number) |
| 3. PROGRAMMING |
| 4. PRODUCTION |
| 5. OPERATIONS |
| 6. MARKETING MATERIAL |
| 7. ADVISORY |
| |

| 1. VENUE | |
|---|---|
| **N° Description** | |
| **1 Function Room Rental at the Faena Convention Center, Miami** | |
| **01 Plenary Hall** | |
| **01 Conclave** | |
| **01 Media Center** | |
| **01 Staff office** | |
| **Lunch areas** | |
| **Breakfast area** | |
| | |
| *Setup on 27, 28 and 29 of March* | |
| *Meeting on 30 and 31 of March* | |
| *Dismantling on 1 and 2 of April* | |
| | |
| **1. RA&A will provide the architecture to support the streaming and the participants connections.** | |
| Wi-Fi is provided by the hotel fort participants | |
| Extra connection has to be organized for live feed. | |
| **2. F&B PARTICIPANTS AND MEDIA (VARIABLE COSTS ACCORDING TO THE FINAL PARTICIPANT NUMBER)** | |
| **N° Description** | **No.** |
| **- Breakfast Session** | 400 |
| *Buffet breakfast* | |
| ** Thursday 30st March from 07.30 to 08.30* | |
| | |
| **- Breakfast Session** | 400 |
| *Buffet breakfast* | |
| ** Friday 31st March from 07.30 to 08.30* | |
| | |
| **- Working Lunches** | 400 |
| *Buffet lunch* | |
| ** Thursday 30st March from 12.30 to 14.00* | |
| | |
| **- Farewell brunch** | 400 |
| ** Friday 31st March from 14.00* | |
| | |
| **- CEO Diner** | 26 |
| *03 course menu with first course preset on table* | |
| ** Wednesday 29th March* | |
| | |
| **- Networking Coffee Breaks** | 400 |
| *30 minute Coffee Break* | |
| ** Thursday 30st March from 10.15 to 10.45* | |
| ** Thursday 30st March from 15.15 to 15.45* | |
| ** Friday 31st March from 10.15 to 10.45* | |
| | |
| **- Press / Media Area** | |
| *Permanent Coffee Break* | 30 |
| ** Thursday 30st March from 07.00 to 19.00* | |



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| | |
|---|---|
| ** Friday 31st March from 07.00 to 15.00* | |
| **3. PROGRAMMING PROVISION** | |
| **N° Description** | |
| **1. Program Development (Content)** | |
| A program team of experts staffed for the Event topic | |
| 02 days program including main program and sessions. | |
| Several meetings prior the Event on thematic pillars and topics | |
| Program and speakers briefings | |
| **2. Audience Generation** | |
| Update new databases, and market across geographies to invite business community | |
| Email and phone marketing campaigns. | |
| **3. Speakers Fees** | PROVISION |
| Specific speakers will be targeted | |
| Confirmed paid expert speakers who will participate under contract and who will offer interventions in the program. | |
| **4. Moderator Fees** | PROVISION |
| 2-3 moderators – independent from media partnerships. | |
| **5. Speakers Travel - 20 speakers** | PROVISION |
| RA&A will book the travel | |
| This amount will cover the cost of flights | |
| This is a conservative amount based on average flight costing. | |
| **5. Speakers Accommodation - 40 speakers** | PROVISION |
| RA&A will book the accommodation | |
| This amount will cover the cost of hotel accommodations | |
| This is a conservative amount based on average accommodation costing. | |
| **4. PRODUCTION** | |
| **N° Description** | |
| **1. Creative Concept** | |
| RA&A will create a full 3-D concept design of venues, including staging, floorplans, seating. | |
| Full presentation. | |
| **2. Decoration** | |
| RA&A will produce the décor and branding of the plenary as well as all rooms décor and branding. | |
| **01 Plenary room** | |
| 01 Plenary stage with steps and carpet designed and constructed | |
| Full branding concept will all be produced, installed and dismantled. | |
| 07 Speakers chairs designed and constructed | |
| 07 Speakers tables designed and constructed | |
| 01 Lecterns designed and constructed for plenary | |
| Fabric (Black) to hide all trusses | |
| Front, rear and side access steps | |
| Carpet stage flooring | |
| Camera platforms (x3) | |
| All components including building materials and covering for backstage areas, camera platforms and mainstage/front of house | |
| **01 Registration** | |
| 03 work stations | |
| 06 high stools | |
| **01 Conclave room** | |
| Conclaves backdrop | |
| **03 Interview corner** | |
| Photocall | |
| **3. Signage** | |
| Directional signage, | |
| Welcome signage at the Hotel and at the Conference Center | |
| Indoors directional signage | |
| **4. Technical Equipment (Video/display technology)** | |
| **Plenary room** | |
| **03 LED screens** | |
| **Rigging / trusses** | |
| **Broadcast / cameras** | |
| **Lightings** | |
| Lights on stage designed for speeches and different sessions | |
| **01 Sound system (Includes all sound monitors, public address system, amplifiers)** | |
| Sound designed for speakers on stage | |
| Sound designed for the audience | |
| Goosneck microphones for speakers / tie microphones / headset Microphones | |
| Amplifiers | |



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| |
|---|
| Full equipped venue for all sessions, based on approved creative concept, integrating the latest technology and offering an enhanced live experience. |
| Opening Jingle Video |
| Backgrounds dedicated for each session |
| **Videoplayers** |
| 01 Press sound feedbox |
| Record (2x Tascam CDR) |
| 02 Consoles and Stage Racks (Backstage video world streaming), streaming mix |
| Switches |
| Multi-mode fiber optics to support all back stage and front of house |
| Video Batches |
| 01 Video Control systems |
| 05 Monitors for front of house/backstage |
| 08 Clearcom Intercom System including all beltpacks, headphones) |
| **5. Video / photography** |
| Videography and Photography services. |
| Best of video |
| Full Photo archive |
| One team fully dedicated to record all the networking moments, the sessions to create a best of |
| A team of photographers to take pictures across the conference |
| **6. Simultaneous translation** |
| RA&A will provide |
| 03 cabins & equipments to be set up in plenary room |
| 500 headsets |
| Plenaries in 3 languages: English, Spanish and Arabic |
| **7. Interpreters** |
| Human resources management of all production resources to ensure a flawless show. |
| **8. Technical & Production Staff Salaries** |
| RA&A will employ production and technical crew during the preparation and execution/delivery phases. |
| Human resources management of all production resources to ensure a flawless show. |
| **Staff includes:** |
| 01 Production Directors |
| 01 Operation Director |
| 01 Operation Assistant |
| 05 Room Monitors |
| 01 Technical Directors |
| 01 Technical Assistants |
| 01 Stage Manager |
| 01 Video/ LED Director |
| 01 Sound Director |
| 01 Light Director |
| 02 Staff for Broadcasting |
| Technical Crew: power, cables, set up of the LED Screen, of the sound & Light System |
| 01 Decor Director |
| Decoration Crews |
| **5. OPERATIONS** |
| **N° Description** |
| **1. Ushers** |
| *RA&A will hire ushers for 2 days* |
| *Guided experience for all participants.* |
| **2. Event Management Team Salaries** |
| Fees for directors and managers, lump sum amount for onsite team. |
| RA&A will assign all requested staff that will includes: |
| 01 Project Directors |
| 01 Creative Director |
| 02 Logistics Directors |
| 02 Operations Managers |
| Onsite team |
| **3. Accreditation and Badging system** |
| RA&A will develop an accreditation and badging system, including database management and security. |
| Badging solution for all participants, staff, protocol, V-VIP, media with a technology and security solution; system integration with website. |
| All individuals will register online through a registration form or will be registered manually (VIP process) by the dedicated management team |
| All data will be secured in a comprehensive database – dedicated badging module |
| **4. Registration** |
| Physical Event Badging System that will inlcude: |



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| | |
|---|---|
| Customized Badges and Lanyards. | |
| Badge printing Center | |
| Registration solution for all participants, staff, protocol, V-VIP, media with a technology and security solution; system integration with website. | |
| **5. APP** | |
| Update on the existing App | |
| Including the live feed and program update | |
| **6. Live Streaming** | |
| Live platform that will inlcude: | |
| Live Streaming with speakers from different location | |
| **7. Executive Team Travel** | PROVISION |
| RA&A will book project management and program staff flights and accommodation | |
| Senior management and program/content team travel and accommodation costs to be managed. | |
| **8. Staff Travel & Transportation** | PROVISION |
| RA&A will book travel and local transportation that will include | |
| Flight bookings and transfers for staff traveling | |
| **9. Staff Accommodation & Catering** | PROVISION |
| Hotels and catering for the staff | |
| **6. MARKETING MATERIAL** | |
| **N° Description** | |
| **1 Collateral** | |
| *Branded collaterals for participants and speakers* | |
| *Branded notepads* | |
| *Branded Bags* | |
| *Branded pens* | |
| **7. ADVISORY** | |
| **N° Description** | |
| **1. Conference Management / Professional Fees** | |
| *RA&A global coordination* | |
| *Time and global expertise of Richard Attias & Associates senior management, ongoing on demand support.* | |

II. Timeline

The Event shall take place on the 30th and 31st of March, 2023. The setup and dismantling shall take place between the 27th - 2nd of April 2023.



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## III. Budget

| BUDGET | |
|---|---|
| **BUDGET BY ACTIVITIES** | **AMOUNT** |
| 1. VENUE | [redacted] |
| 2. F&B Participants and Media (Variable costs according to the final participant number) | |
| 3. PROGRAMMING | |
| 4. PRODUCTION | |
| 5. OPERATIONS | |
| 6. MARKETING MATERIAL | |
| 7. ADVISORY | |
| 8. CONTINGENCY | |
| **Total budget in USD (exc. 7.0% sales tax)** | |

| 1. VENUE | | | | |
|---|---|---|---|---|
| **N° Description** | | | | **Budget** |
| **1 Function Room Rental at the Faena Convention Center, Miami** | | | | [redacted] USD |
| **01 Plenary Hall** | | | | |
| **01 Conclave** | | | | |
| **01 Media Center** | | | | |
| **01 Staff office** | | | | |
| **Lunch areas** | | | | |
| **Breakfast area** | | | | |
| | | | | |
| *Setup on 27, 28 and 29 of March* | | | | |
| *Meeting on 30 and 31 of March* | | | | |
| *Dismantling on 1 and 2 of April* | | | | |
| | | | | |
| **1. RA&A will provide the architecture to support the streaming and the participants connections.** | | | | [redacted] USD |
| Wifi is provided by the hotel fort participants | | | | |
| Extra connection has to be organized for live feed. | | | | |
| | | | | |
| **Total Budget in USD (exc. 7,0 % Sales Tax)** | | | | [redacted] USD |
| | | | | |
| **2. F&B PARTICIPANTS AND MEDIA (VARIABLE COSTS ACCORDING TO THE FINAL PARTICIPANT NUMBER)** | | | | |
| **N° Description** | | **Nbr** | **Unit** | **Budget** |
| **- Breakfast Session** | [redacted] USD | 400 | 1 | [redacted] USD |
| *Buffet breakfast* | | | | |
| ** Thursday 30st March from 07.30 to 08.30* | | | | |
| | | | | |
| **- Breakfast Session** | [redacted] USD | 400 | 1 | [redacted] USD |
| *Buffet breakfast* | | | | |
| ** Friday 31st March from 07.30 to 08.30* | | | | |
| | | | | |
| **- Working Lunches** | [redacted] USD | 400 | 1 | [redacted] USD |
| *Buffet lunch* | | | | |
| ** Thursday 30st March from 12.30 to 14.00* | | | | |
| | | | | |
| **- Farewell brunch** | [redacted] USD | 400 | 1 | [redacted] USD |
| ** Friday 31st March from 14.00* | | | | |
| | | | | |
| **- CEO Diner** | [redacted] USD | 26 | 1 | [redacted] USD |
| *03 course menu with first course preset on table* | | | | |
| ** Wednesday 29th March* | | | | |
| | | | | |
| **- Networking Coffee Breaks** | [redacted] USD | 400 | 3 | [redacted] USD |
| *30 minute Coffee Break* | | | | |
| ** Thursday 30st March from 10.15 to 10.45* | | | | |



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| | | | | |
|---|---|---|---|---|
| ** Thursday 30st March from 15.15 to 15.45* | | | | |
| ** Friday 31st March from 10.15 to 10.45* | | | | |
| | | | | |
| **- Press / Media Area** | | | | |
| *Permanent Coffee Break* | [redacted] USD | 30 | 2 | [redacted] USD |
| ** Thursday 30st March from 07.00 to 19.00* | | | | |
| ** Friday 31st March from 07.00 to 15.00* | | | | |
| | | | | |
| **Total Budget in USD (exc. 7,0 % Sales Tax)** | | | | [redacted] USD |

| **3. PROGRAMMING PROVISION** | | |
|---|---|---|
| **N° Description** | | **Budget** |
| **1. Program Development (Content)** | | [redacted] USD |
| A program team of experts staffed for the Event topic | | |
| 02 days program including main program and sessions. | | |
| Several meetings prior the Event on thematic pillars and topics | | |
| Program and speakers briefings | | |
| **2. Audience Generation** | | [redacted] USD |
| Update new databases, and market across geographies to invite business community. | | |
| Email and phone marketing campaigns. | | |
| **3. Speakers Fees** | PROVISION | [redacted] USD |
| Specific speakers will be targeted | | |
| Confirmed paid expert speakers who will participate under contract and who will offer interventions in the program. | | |
| **4. Moderator Fees** | PROVISION | [redacted] USD |
| 2-3 moderators – independent from media partnerships. | | |
| **5. Speakers Travel - 20 speakers** | PROVISION | [redacted] USD |
| RA&A will book the travel | | |
| This amount will cover the cost of flights | | |
| This is a conservative amount based on average flight costing. | | |
| **5. Speakers Accommodation - 40 speakers** | PROVISION | [redacted] USD |
| RA&A will book the accommodation | | |
| This amount will cover the cost of hotel accommodations | | |
| This is a conservative amount based on average accommodation costing. | | |
| | | |
| **Total Budget in USD (exc. 7,0 % Sales Tax)** | | [redacted] USD |

| **4. PRODUCTION** | |
|---|---|
| **N° Description** | **Budget** |
| **1. Creative Concept** | [redacted] USD |
| *RA&A will create a full 3-D concept design of venues, including staging, floorplans, seating.* | |
| *Full presentation.* | |
| **2. Decoration** | [redacted] USD |
| RA&A will produce the décor and branding of the plenary as well as all rooms décor and branding. | |
| **01 Plenary room** | |
| 01 Plenary stage with steps and carpet designed and constructed | |
| Full branding concept will all be produced, installed and dismantled. | |
| 07 Speakers chairs designed and constructed | |
| 07 Spekers tables designed and constructed | |
| 01 Lecterns designed and constructed for plenary | |
| Fabric (Black) to hide all trusses | |
| Front, rear and side access steps | |
| Carpet stage flooring | |
| Camera platforms (x3) | |
| All components including building materials and covering for backstage areas, camera platforms and mainstage/front of house | |
| **01 Registration** | |
| 03 work stations | |
| 06 high stools | |
| **01 Conclave room** | |
| Conclaves backdrop | |



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| | |
|---|---|
| **03 Interview corner** | |
| Photocall | |
| **3. Signage** | [redacted] **USD** |
| Directional signage, | |
| Welcome signage at the Hotel and at the Conference Center | |
| Indoors directional signage | |
| **4. Technical Equipment (Video/display technology)** | [redacted] **USD** |
| **Plenary room** | |
| ***03 LED screens*** | |
| ***Rigging / trusses*** | |
| ***Broadcast / cameras*** | |
| ***Lightings*** | |
| Lights on stage designed for speeches and different sessions | |
| ***01 Sound system (Includes all sound monitors, public address system, amplifiers)*** | |
| Sound designed for speakers on stage | |
| Sound designed for the audience | |
| Goosneck microphones for speakers / tie microphones / headset Microphones | |
| Amplifiers | |
| Full equipped venue for all sessions, based on approved creative concept, integrating the latest technology and offering an enhanced live experience. | |
| Opening Jingle Video | |
| Backgrounds dedicated for each session | |
| ***Videoplayers*** | |
| *01 Press sound feedbox* | |
| *Record (2x Tascam CDR)* | |
| *02 Consoles and Stage Racks (Backstage video world streaming), streaming mix* | |
| *Switches* | |
| *Multi-mode fiber optics to support all back stage and front of house* | |
| *Video Batches* | |
| *01 Video Control systems* | |
| *05 Monitors for front of house/backstage* | |
| *08 Clearcom Intercom System including all beltpacks, headphones)* | |
| **5. Video / photography** | [redacted] **USD** |
| *Videography and Photography services.* | |
| *Best of video* | |
| *Full Photo archive* | |
| *One team fully dedicated to record all the networking moments, the sessions to create a best of* | |
| *A team of photographers to take pictures across the conference* | |
| **6. Simultaneous translation** | [redacted] **USD** |
| RA&A will provide | |
| 03 cabins & equipments to be set up in plenary room | |
| 500 headsets | |
| Plenaries in 3 languages: English, Spanish and Arabic | |
| **7. Interpreters** | [redacted] **USD** |
| Human resources management of all production resources to ensure a flawless show. | |
| **8. Technical & Production Staff Salaries** | [redacted] **USD** |
| RA&A will employ production and technical crew during the preparation and execution/delivery phases. | |
| Human resources management of all production resources to ensure a flawless show. | |
| **Staff includes:** | |
| 01 Production Directors | |
| 01 Operation Director | |
| 01 Operation Assistant | |
| 05 Room Monitors | |
| 01 Technical Directors | |
| 01 Technical Assistants | |
| 01 Stage Manager | |
| 01 Video/ LED Director | |
| 01 Sound Director | |
| 01 Light Director | |
| 02 Staff for Broadcasting | |
| Technical Crew: power, cables, set up of the LED Screen, of the sound & Light System | |



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| | | |
|---|---|---|
| 01 Decor Director | | |
| Decoration Crews | | |
| | | |
| **Total Budget in USD (exc. 7,0 % Sales Tax)** | [redacted] | **USD** |

| **5. OPERATIONS** | | |
|---|---|---|
| **N° Description** | | **Budget** |
| **1. Ushers** | [redacted] | **USD** |
| *RA&A will hire ushers for 2 days* | | |
| *Guided experience for all participants.* | | |
| **2. Event Management Team Salaries** | [redacted] | **USD** |
| Fees for directors and managers, lump sum amount for onsite team. | | |
| RA&A will assign all requested staff that will includes: | | |
| 01 Project Directors | | |
| 01 Creative Director | | |
| 02 Logistics Directors | | |
| 02 Operations Managers | | |
| Onsite team | | |
| **3. Accreditation and Badging system** | [redacted] | **USD** |
| RA&A will develop an accreditation and badging system, including database management and security. | | |
| Badging solution for all participants, staff, protocol, V-VIP, media with a technology and security solution; system integration with website. | | |
| All individuals will register online through a registration form or will be registered manually (VIP process) by the dedicated management team | | |
| All data will be secured in a comprehensive database – dedicated badging module | | |
| **4. Registration** | [redacted] | **USD** |
| Physical Event Badging System that will inlcude: | | |
| Customized Badges and Lanyards. | | |
| Badge printing Center | | |
| Registration solution for all participants, staff, protocol, V-VIP, media with a technology and security solution; system integration with website. | | |
| **5. APP** | [redacted] | **USD** |
| Update on the existing App | | |
| Including the live feed and program update | | |
| **6. Live Streaming** | [redacted] | **USD** |
| Live platfomr that will inlcude: | | |
| Live Streaming with speakers from different location | | |
| **7. Executive Team Travel** PROVISION | [redacted] | **USD** |
| RA&A will book project management and program staff flights and accommodation | | |
| Senior management and program/content team travel and accomodation costs to be managed. | | |
| | | |
| **8. Staff Travel & Transportation** PROVISION | [redacted] | **USD** |
| RA&A will book travel and local transportation that will include | | |
| Flight bookings and transfers for staff traveling | | |
| **9. Staff Accommodation & Catering** PROVISION | [redacted] | **USD** |
| Hotels and catering for the staff | | |
| | | |
| NB1: This amount is an estimated value | | |
| NB2: This amount will be adapted accordingly to the final Rooming List | | |
| | | |
| **Total Budget in USD (exc. 7,0 % Sales Tax)** | [redacted] | **USD** |

| **6. MARKETING MATERIAL** | | |
|---|---|---|
| **N° Description** | | **Budget** |
| **1 Collateral** | [redacted] | **USD** |
| *Brandred collaterals for participants and speakers* | | |
| *Branded notepads* | | |
| *Branded Bags* | | |
| *Branded pens* | | |



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| | | |
|---|---|---|
| **Total Budget in USD (exc. 7,0 % Sales Tax)** | [redacted] | **USD** |
| | | |
| **7. ADVISORY** | | |
| **N° Description** | **Budget** | |
| **1. Conference Management / Professional Fees** | [redacted] | **USD** |
| *RA&A global coordination* | | |
| *Time and global expertise of Richard Attias & Associates senior management, ongoing on demand support.* | | |
| | | |
| **Total Budget in USD (exc. 7,0 % Sales Tax)** | [redacted] | **USD** |
| | | |
| **8. CONTINGENCY** | | |
| **N° Description** | **Budget** | |
| **1. Contingency** | [redacted] | **USD** |
| | | |
| **Total Budget in USD (exc. 7,0 % Sales Tax)** | [redacted] | **USD** |

IV. Payment Schedule

| Instalment due date | Percentage | Amount (USD) |
|---|---|---|
| Upon signature of this SOW | 40% | [redacted] |
| 9th March, 2023 | 40% | [redacted] |
| Upon issuance of final invoice after the Event | 20% | [redacted] |

**On behalf of the First Party**

**Yasir O. Al- Rumayyan**

**Signature:** _____

**On behalf of the Second Party**

**Richard Attias**

**Signature:** _____



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