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OMB No. 1124-0004; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Hogan Lovells US LLP	2244

3. Name of Foreign Principal
Royal Embassy of Saudi Arabia, Washington, D.C.

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? 03/25/2022

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

Registrant provides legal counsel to the foreign principal in connection with litigation support and general foreign policy and related matters. In addition, as requested by the foreign principal, Registrant renders advice on legal, legislative, regulatory, and public policy activities of interest. Registrant also advises the foreign principal on media reports and related public affairs developments. As required, Registrant undertakes specific advocacy assignments with regard to litigation, legislative, regulatory, public policy or public affairs matters, and/or in other activities.

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

See response to question 8.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See Appendix for Response

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

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

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

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

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

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

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

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

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

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

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

Date	Recipient	Purpose	Amount

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

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

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EXECUTION

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

Date	Printed Name	Signature
03/31/2022	Adam Fridman	/s/Adam Fridman
03/31/2022	Aleksandar Dukic	/s/Aleksandar Dukic

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VI - 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[13]	
March 31, 2022	Aleksandar Dukic	/s/ Aleksandar Dukic	eSigned
March 31, 2022	Adam Fridman	/s/ Adam Fridman	eSigned

13 This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

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Appendix
Response to Item 10

Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. 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.

Registrant's activities include litigation support and specific advocacy assignments with regard to US Government officials, Members of Congress and their staffs, representatives of media organizations and/or other individuals involved in legislative, regulatory, public policy or public affairs matters, and/or in other activities of interest to the foreign principal, including economic reforms (e.g., Vision2030), Middle East regional security issues, counter-terrorism, sanctions, release of Congressional and other public documents related to the Kingdom of Saudi Arabia, and related issues. The activities also include scheduling meetings related to the foregoing.

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Hogan Lovells

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February 18, 2022

HRH Princess Reema bint Bandar bin Sultan bin Abdulaziz Al Saud
Ambassador of The Kingdom of
Saudi Arabia
Royal Embassy of Saudi Arabia
601 New Hampshire Avenue NW
Washington, DC 20037

Dear Ambassador:

We are honored and pleased that you, as Ambassador of the Embassy of the Kingdom of Saudi Arabia (hereinafter the "Embassy") representing the Embassy have engaged Hogan Lovells US LLP ("HL") to represent the Embassy in providing strategic and legal advice on legislative, regulatory, and public policy activities of interest.

This letter is intended to formalize our retention, as required by applicable Rules of Professional Conduct. It sets forth how we propose to staff the matter, describes the billing arrangement, and addresses certain conflict of interest understandings and other aspects of this engagement.

1. Basis of the Firm's Charges

HL will provide its services on the basis of a fixed monthly retainer of $175,000 plus reasonable out of pocket expenses (that are preapproved by Embassy in writing) to be billed in addition. The 2022 retainer will be paid in installments: $525,000 is due now for the period January 1-March 31, 2022; $525,000 is due upon execution of this letter for the period April 1-June 30, 2022; $525,000 is due July 1 for the period July 1-September 30, 2022; $525,000 is due on October 1 for the period October 1-December 31, 2022. This agreement shall terminate on December 31, 2022 unless extended by written agreement by both parties. Either Party may terminate this agreement upon 15 days written notice with no further obligation other than for The Embassy to pay HL such fees and expenses which would have accrued up to and through the 15-day notice period, except that The Embassy may terminate this Agreement at any time effective immediately in the event that HL engages in conduct that may negatively impact HL's public image and, by association, the public image of The Embassy. Upon termination, the fixed monthly fee shall be prorated on the basis of the portion of the one-month term that had elapsed prior to the effective date of the termination, and HL

Hogan Lovells US LLP is a limited liability partnership registered in the District of Columbia. "Hogan Lovells" is an international legal practice that includes Hogan Lovells US LLP and Hogan Lovells International LLP, with offices in: Alicante Amsterdam Baltimore Beijing Birmingham Boston Brussels Colorado Springs Denver Dubai Düsseldorf Frankfurt Hamburg Hanoi Ho Chi Minh City Hong Kong Houston Johannesburg London Los Angeles Luxembourg Madrid Mexico City Miami Milan Minneapolis Monterrey Moscow Munich New York Northern Virginia Paris Perth Philadelphia Rio de Janeiro Rome San Francisco São Paulo Shanghai Silicon Valley Singapore Sydney Tokyo Warsaw Washington DC. Associated offices: Budapest Jakarta Shanghai FTZ Ulaanbaatar Zagreb. Business Service Centers: Johannesburg Louisville. For more information see www.hoganlovells.com

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shall refund The Embassy for any advanced monthly or quarterly payments. Terms and conditions of the agreement that by their nature survive termination will remain in full force and effect. To the extent we are engaged in specific projects that may require unanticipated and significant commitments of time, the parties may agree in writing in advance to additional compensation as warranted and appropriate from January 1, 2022 and continue through December 31, 2022.

2. Conflicts and Confidential Information

HL is a large international legal practice with multiple offices around the world. Because of HL's size and geographic scope, as well as the breadth and diversity of its practice, other present or future clients of HL inevitably will have contacts with you. As you know, HL represents and in the future will represent other clients that are or may be involved in transactions or have other contacts with the Embassy. Accordingly, to prevent any misunderstanding and to preserve the Firm's ability to represent you and its other clients, you and we agree as follows with respect to certain conflict of interest issues:

The firm will not undertake a matter that is related to a matter in which the firm represents the Embassy and in which the other client is adverse to the Embassy. The term "matter" refers to transactions, negotiations, proceedings, or other representations involving specific parties. In the absence of a conflict as described in the previous sentence, the firm and the other HL entities will notify the Embassy in writing of any representation of any other client in transactional matters in which the Embassy may have an interest, including but not limited to agreements, mergers and acquisitions, loans and financing, bankruptcy, intellectual property, real estate, government contracts, procurements or auctions in which the firm represents another bidder, and administrative proceedings in order to secure a written waiver signed by the Embassy. If at a later time the Embassy withdraws or modifies this waiver in any material respect, the Embassy agrees that at such time the firm shall have the right to withdraw from the firm's representation of the Embassy pursuant to this agreement. Both parties agree however to use good faith efforts to reach a mutually agreed upon solution prior to taking the actions mentioned in the previous sentence.

We take very seriously our obligation to maintain the confidentiality of information we receive from our clients. This advance consent does not affect our continuing obligation to maintain the confidences of you and our other clients. Unless we receive written authorization, we will not disclose to you or use on your behalf any documents or information protected by confidentiality obligations to other clients.

In addition, HL agrees to the following:

(a) HL shall use any information disclosed to HL by The Embassy under this Agreement solely for the purposes expressly contemplated by this Agreement. HL shall hold in strict confidence all Confidential Information (as defined in (b) disclosed to or otherwise obtained by it and protect all such Confidential Information with the utmost duty of care. Except as required by law and subject to

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the prior notification requirement discussed in (e) below, HL may disclose Confidential Information only to those members of its Staff who (i) have an absolute need to know the Confidential Information; (ii) are affirmatively required by HL to maintain the confidentiality of such Confidential Information in accordance with the provisions of this Agreement and (iii) are informed of such confidentiality obligations.

(b) For purposes of this Agreement, "Confidential Information" shall mean this Agreement, all of HL's work product under this Agreement except for final materials prepared for public disclosure, and all other nonpublic, confidential or proprietary information of The Embassy, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained, whether or not patentable or copyrightable, and whether or not marked, designated or otherwise identified as "confidential", including, without limitation, discussions, data, analyses, processes, compilations, forecasts, studies, raw materials, samples, research and development information, records and other documents and other similar and related information concerning The Embassy's operations. Confidential Information shall not, however, include any information that HL can establish with competent evidence (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure to HL by The Embassy; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure to HL by The Embassy through no wrongful act, fault, or negligence no action or inaction of HL; or (iii) is in the rightful possession of HL without confidentiality obligations at the time of disclosure by The Embassy to HL as shown by its then-contemporaneous written files and records kept in the ordinary course of business.

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

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

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

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

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

This will confirm our understanding that the Embassy is our client for specific matters on which it engages us. HL shall not be deemed to represent any related entities or agency of the Government of Saudi Arabia unless the Embassy advises us that such entities or agencies are directly involved in or affected by our representation of the Embassy and HL accepts such additional clients after undertaking the requisite internal conflicts procedures as required by applicable professional rules.

The lawyers working on this matter may wish to consult, at no cost to you, with the Firm's in-house counsel, including its General Counsel, or with outside counsel concerning our own rights and responsibilities in connection with representation of you in this matter. Any such communications and advice are protected by our own attorney-client privilege, and will remain confidential within the Firm.

3. Foreign Agents Registration Act

Under certain circumstances, lawyers who represent non-U.S. clients with respect to certain matters, including political activities, public relations, and advocacy before any agency or official of the U.S. government, must publicly disclose such activities under the Foreign Agents Registration Act. If our activities on your behalf trigger the Act's registration and reporting requirements, we will have to file reports, which will be made available to the public, disclosing our representation of you, the general nature of our activities on your behalf, and the firm's income from such activities.

4. Disclosure Issues

Under certain circumstances, we may be required to publicly disclose our representation of you and general information about our activities on your behalf, for example in connection with:

- the Lobbying Disclosure Act of 1995;
- the Foreign Agents Registration Act;

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- Internal Revenue Service tax shelter regulations;
- any audit letter request to which you ask us to respond;
- any subpoena or other legal process to which we are required to respond.

In the event that such disclosure is sought, we will comply with a request from a third party only to the extent that you have requested us to do so, or we are legally bound to do so. Unless otherwise prohibited by law, we shall notify you of the request or the sharing of information. As part of our service to you, we will do our best to protect your interests in those circumstances. We will bill you for any time spent complying with certain requirements, requests, or demands in connection with any matters we handle for you (except for compliance with the Lobbying Disclosure Act of 1995 and the Foreign Agents Registration Act). In the event that the Firm considers it necessary to engage counsel in connection with any such disclosure, those expenses will be reimbursable costs under this engagement. The Firm will require your written approval before engaging outside counsel at your expense.

5. Client Files; Retention

Hogan Lovells will maintain strict confidentiality with respect to the content of this agreement and all information it receives from the Embassy during as well as after the termination of this agreement. During the course of this engagement, we shall maintain certain documents, both hard-copy and electronic, which pertain to the engagement and which in our judgment should be so maintained (the "Client File"). The Client File shall be your property. If you wish any documents we maintain in the Client File to be returned to you, we shall do so upon your request, although we shall be entitled to make copies of any such documents at our expense. Further, any expenses we incur in returning the Client File to you (other than costs incurred in making copies for ourselves) shall be billed to and paid by you, including without limitation any costs incurred in converting electronic documents to hard copy documents if you request such conversion. In line with 2(d) above, the Client File will be returned to the Embassy upon request and automatically upon termination of the agreement.

In cases that involve protective orders or transactional matters that involve non-disclosure agreements, we are sometimes required to destroy certain documents or files in our possession once the matter is complete or in the event the transaction does not proceed. If this engagement involves such a protective order, non-disclosure agreement or other agreement between the parties, you authorize the Firm to comply with the required document destruction and HL will seek a prior written authorization from the Embassy for payment of any fees or costs incurred with the required document destruction.

This letter describes our retention, as required by applicable Rules of Professional Conduct. We will e-mail our quarterly statements to you at in a PDF file unless the Embassy asks that invoices be sent to someone else or by an alternate method (*i.e.*, Federal Express, U.S. Post, etc.).

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We greatly appreciate the opportunity to work with you on this matter and to develop a more extensive relationship with you and the Embassy. Please sign and return this letter to us at your earliest convenience.

Sincerely,

Senator Norm Coleman

Senior Counsel
norm.coleman@hoganlovells.com
D 202-637-5440

AGREED AND APPROVED

Embassy of Saudi Arabia

By: Faisal Alsudairi

Name

Title Chief of Staff

Date 03/25/2022

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