

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 USSA International LLC	2. Registration Number 7252
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3. Primary Address of Registrant
 767 5th Avenue, 45th Floor, New York, NY 10153

4. Name of Foreign Principal The Public Investment Fund	5. Address of Foreign Principal Alra'idah Digital City, Bldg MU04, P.O. Box 6847 Riyadh, Kingdom of Saudi Arabia SAUDI ARABIA 11452
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6. Country/Region Represented
 SAUDI ARABIA

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

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
 The Public Investment Fund

b) Name and title of official with whom registrant engages
 Bander A. Mogren, Chief Operating Officer

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.

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

- a) Name and title of official 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.

b) Is this foreign principal:

- | | | |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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

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.

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
03/31/2023	Jason Chung	/s/Jason Chung
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

03/31/2023

JASON CHUNG



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
USSA International LLC

2. Registration Number
7252

3. Name of Foreign Principal
The Public Investment Fund

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/03/2023
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant shall provide the foreign principal with investment research and support services including promoting the Public Investment Fund's vision and initiatives through engaging with third parties in the United States. For the performance of services, the foreign principal shall reimburse the registrant for costs incurred in performing the services, plus a fee of 10% of costs. NOTE that while the agreement is dated January 3, 2023, it was not fully executed until March 29, 2023.

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

See Appendix for Response

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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.

In the course of performing services to the foreign principal, the registrant may communicate with members of the media on behalf of the foreign principal. The registrant's activities will not include advocacy before United States government officials.

11. Prior to the date of registration² 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.

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

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ 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
02/01/2023- 03/23/2023	The Public Investment Fund	Operating Expenses	\$ 2,200,000.00
02/01/2023- 03/23/2023	The Public Investment Fund	Payroll	\$ 2,004,472.34
			\$ 4,204,472.34
			Total

13. During the period beginning 60 days prior to the obligation to register⁴ 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
03/15/2023- 03/31/2023	Various	Travel expenses for personnel of registrant (no travel expenses for U.S. gov't officials or media)	\$ 5,813.81
			\$ 5,813.81
			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.

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
03/31/2023	Jason Chung	/s/Jason Chung
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

03/31/2023

JASON CHUNG



Appendix

Response to Item 9

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

The registrant shall provide the foreign principal with investment research and support services including promoting the Public Investment Fund's vision and initiatives through engaging with third parties in the United States.

The registrant's activities shall include: demonstrating how PIF is enabling the creation of new sectors and opportunities and driving transformation in Saudi Arabia; enabling stakeholders to fully appreciate PIF's current and future contributions to society, and communicating PIF's focus on generating sustainable returns for the benefit of economic growth and diversification of the economy of Saudi Arabia and its people.

The registrant's services shall include: engaging in public relations and external communications activities to disseminate PIF content; organizing and/or attending road shows, conferences, meetings and events to disseminate PIF marketing materials to promote and explain PIF's vision; developing relationships with financial institutions to discuss investment opportunities with PIF

Public Investment Fund
Services Contract



صندوق الاستثمارات العامة
عقد خدمات

Services Contract

عقد خدمات

between

بين

The Public Investment Fund

صندوق الاستثمارات العامة

and

و

USSA International LLC

يو أس أس آي انترناشونال شركة ذات مسؤولية محدودة

in connection with providing investment research and
support services;

فيما يتعلق بتقديم خدمات الأبحاث الاستثمارية وخدمات الدعم

Dated 15 February 2023

بتاريخ ١٥ فبراير ٢٠٢٣ م

Corresponding to 24th Rajab 1444H

الموافق ٢٤ رجب ١٤٤٤ هـ

Page 1 of 29

Services Contract between the Public Investment Fund and USSA International LLC فيما يتعلق بتقديم خدمات الأبحاث الاستثمارية وخدمات الدعم
in connection with providing investment research and support services

Contract Reference Number: M-CO-PG-2023_1162 : الرقم المرجعي للعقد

Public Investment Fund

Services Contract



صندوق الاستثمارات العامة

عقد خدمات

This contract and all its appendices (herein referred to as the "Contract") is entered by and between:

أبرم هذا العقد بجميع ملاحقه (ويشار إليهم فيما بعد بـ "العقد") بين كل من:

1) **The Public Investment Fund**, a government fund established by Royal Decree No. (24/M) and dated 25/6/1391H, and is currently regulated by the Law of the Public Investment Fund issued pursuant to Royal Decree No. M/92 dated 12/8/1440H having its Head Office at Alra'idah Digital City, Building MU04, Al Nakhil District, P.O. Box 6847, Riyadh 11452, Kingdom of Saudi Arabia, (hereinafter referred to as the "First Party"), and

(١) صندوق الاستثمارات العامة، وهو صندوق حكومي تأسس بموجب مرسوم ملكي رقم (٢٤/م) وتاريخ (٢٥/٦/١٣٩١هـ) والصادر في شأنه نظام صندوق الاستثمارات العامة بموجب المرسوم الملكي رقم (٩٢/م) وتاريخ ١٢/٨/١٤٤٠هـ، وعنوان مركزه الرئيسي في مجمع الرائدة المدينة رقمية، مبنى MU04، حي النخيل، ص.ب. ٦٨٤٧، الرمز البريدي ١١٤٥٢، الرياض، المملكة العربية السعودية، (ويشار إليه فيما بعد بـ "الطرف الأول")، و

2) **USSA International LLC**, a limited liability company formed under the Delaware Limited Liability Act, and registered in the State of Delaware under Certificate of Formation number SR 20195917853 dated 11 July 2019, having its head office address at 767 5th Avenue 45th Floor, Post Code 10153, New York, United States of America, (hereinafter referred to as the "Second Party").

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

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

يشار إلى الطرف الأول والطرف الثاني مجتمعين فيما يلي بـ "الطرفان" أو "الطرفين" حسب ما يقتضيه سياق النص.

PREAMBLE:

تمهيد:

A. Whereas the Second Party is specialized in providing investment research and support services;

أ. حيث أن الطرف الثاني متخصص في تقديم خدمات الأبحاث الاستثمارية وخدمات الدعم.

B. Whereas the First Party desires to retain certain services as described in Appendix (1) (Services);

ب. وحيث أن الطرف الأول يرغب في الحصول على خدمات معينة حسب التفصيل الوارد في الملحق رقم (١) (الخدمات)،

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

فقد اتفق الطرفان وهما بكامل الأهلية المعتبرة شرعاً ونظماً على ما يلي:

1. Definitions

١. التعاريف

Public Investment Fund
Services Contract



صندوق الاستثمارات العامة
عقد خدمات

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

يكون للمصطلحات التالية المعاني المبينة أمام كل منها، وذلك ما لم يقتضي سياق النص غير 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.

"الشركات التابعة" فيما يتعلق بأي شخصية اعتبارية أو شراكة، أي شركة تابعة أو مالكة لمثل هذه الشخصية الاعتبارية أو الشراكة، وأي شركة تابعة لهذه الشركة المالكة، في كل حالة على حدة من وقت لآخر.

“**Applicable Law**” has the meaning given in Article (25).

"النظام المطبق" بحسب المعنى الموضح في المادة (٢٥).

“**Business Day**” means the official business days of the First Party.

"يوم عمل" يوم عمل بحسب أيام العمل الرسمية للطرف الأول.

“**Contract**” means this contract and documents referred to in Article (2).

"العقد" هذا العقد والوثائق المشار إليها في المادة (٢).

“**Costs**” means ordinary and necessary costs, calculated in accordance with US GAAP, incurred by the Second Party in the performance of Services under this Contract including, without limitation: (1) employee salaries, travel expenses, professional fees and other costs of personnel performing Services; (2) rent, depreciation and other costs of equipment and facilities used in performing Services; and (3) allocation for general and administrative (“G&A”) costs properly allocable to the performance of Services, excluding interest, penalties, taxes, goodwill, and other non-operating expenses.

"التكاليف" تعني التكاليف الاعتيادية والضرورية، التي يتم احتسابها وفقاً للمبادئ المحاسبية المقبولة قبولاً عاماً في الولايات المتحدة، والتي يتكبدتها الطرف الثاني في أداء الخدمات بموجب هذا العقد بما في ذلك، على سبيل المثال لا الحصر: (١) رواتب الموظفين ونفقات السفر والرسوم المهنية والتكاليف الأخرى للموظفين أداء الخدمات؛ (٢) الإيجار والاستهلاك والتكاليف الأخرى للمعدات والمرافق المستخدمة في أداء الخدمات؛ و (٣) تخصيص التكاليف العامة والإدارية المخصصة بشكل صحيح لأداء الخدمات، باستثناء الفوائد والغرامات والضرائب والسمعة التجارية والتكاليف غير التشغيلية الأخرى.

"التكلفة بالإضافة إلى الرسوم" بحسب المعنى الموضح في الملحق رقم (٣).

“**Cost Plus Fee**” has the meaning given in Appendix No. (3).

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

"تاريخ النفاذ" تاريخ بداية تقديم الخدمات، حسب ما نصت عليه المادة (٦).

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

"الرسوم" بحسب المعنى الموضح في المادة (٥).

“**Force Majeure**” has the meaning given in Article (18).

"القوة القاهرة" بحسب المعنى الموضح في المادة (١٨).

“**Reimbursed Costs**” has the meaning given in Appendix No. (3).

"التكاليف المسددة" بحسب المعنى الموضح في الملحق رقم (٣).

Public Investment Fund**Services Contract****صندوق الاستثمارات العامة****عقد خدمات**

“Services” has the meaning given in Article 3.a and Appendix No. (1).

"الخدمات" بحسب المعنى الموضح في الفقرة (ب) من التمهيد.

“Team Members” has the meaning given in Article (4).

"فريق العمل" بحسب المعنى الموضح في المادة (٤).

“The First Party’s Intellectual Property Rights” has the meaning given in Article (13).

"حقوق الملكية الفكرية للطرف الأول" بحسب المعنى الموضح في المادة (١٣).

“Services Intellectual Property Rights” has the meaning given in Article (13).

"حقوق الملكية الفكرية الخاصة بالخدمات" بحسب المعنى الموضح في المادة (١٣).

2. Contract Documents**٢. وثائق العقد**

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 Contract:

يشكل التمهيد الوارد أعلاه والوثائق التالية المرفقة بهذا العقد جزء لا يتجزأ من هذا العقد:

Appendix No. (1) Services.

الملحق رقم (١) الخدمات.

Appendix No. (2) Team Members.

الملحق رقم (٢) فريق العمل.

Appendix No. (3) Fees.

الملحق رقم (٣) الرسوم.

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

وفي حال وجود أي تعارض بين أحكام العقد وأي من ملاحقه فيكون لأحكام هذا العقد الأولوية في التطبيق.

3. Services**٣. الخدمات**

a. The Second Party shall provide the Services as set out in Appendix No. (1) (Services).

أ. يلتزم الطرف الثاني بتقديم الخدمات على النحو المحدد في الملحق رقم (١) (الخدمات).

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 أن لديه المهارات المهنية والموارد البشرية والفنية اللازمة لتقديم تلك 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 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-

ج. يلتزم الطرف الثاني بأداء الخدمات بشكل كامل، مع ضمان جودتها وصلاحياتها وملاءمتها لما أعدت له. وفي حال وجود أي خطأ أو قصور في تقديم الخدمات عما هو وارد في نطاق الخدمات، فسيقوم الطرف الثاني بتصحيح أو تعديل أو إعادة أداء هذه الخدمات خلال مدة أقصاها عشرة (١٠) أيام عمل من تاريخ إشعاره بذلك من قبل الطرف الأول بدون أية

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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 Contract or any other contract the Second Party has with the First Party.

مطالبة مالية إضافية. 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 للطرف الثاني ترتبت بناء على هذا العقد أو أي عقد آخر مع الطرف الأول.

- d. The First Party may, at any time, during the period of the Contract, 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.
- e. Nothing herein shall be deemed to restrict First Party or Second Party or any of their respective directors, managers, officers or employees from engaging in any business, or from contracting with other parties, including without limitation Affiliates, to undertake activities that are similar to the Services.
- f. 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.

د. للطرف الأول في أي وقت أثناء مدة العقد أن يقوم بمراجعة الخدمات ومدى تطابقها مع ما يقدمه الطرف الثاني في تقاريره أو فواتيره، كما أن للطرف الأول الحق في أن يقوم بمراجعة في مكاتب الطرف الثاني متى تطلب الأمر ذلك بعد إعطائه إشعاراً مكتوباً بمهلة مسبقاً قدرها ثلاثة (3) أيام عمل، ويشمل حق المراجعة الاطلاع على جميع الوثائق والمستندات المتصلة بأداء الخدمات.

هـ. لا يقيد أي شيء في هذه الوثيقة الطرف الأول أو الطرف الثاني أو أي من مدراءهم أو مسؤوليهم أو موظفيهم من التعامل والمشاركة في أي عمل تجاري، أو من التعاقد مع أطراف أخرى، بما في ذلك الشركات التابعة على سبيل المثال لا الحصر، للقيام بأنشطة مشابهة لخدمات.

و. يلتزم الطرف الثاني بجميع القوانين واللوائح والقرارات الصادرة عن الجهات المختصة فيما يتعلق بأداء الخدمات. ويتحمل الطرف الثاني جميع الرسوم والمصاريف التي تحددها هذه الجهات المختصة وأي غرامات أيًا كانت تنشأ عن مخالفة تلك القوانين واللوائح والقرارات.

4. Team Members and Due Care**٤. فريق العمل والعناية اللازمة**

- a. The Second Party undertakes to dedicate a team of its employees having the experience and expertise to deliver the Services to perform the Services, and whose names, titles, qualifications and requirements are described in Appendix No. (2) (Team Members). The Second Party may substitute Team Members in its

أ. يتعهد الطرف الثاني بتكريس فريق عمل ممن يعملون لديه من ذوي الخبرة والاختصاص لتقديم الخدمات للطرف الأول، حسب الأسماء والمسميات والمؤهلات والمتطلبات الموضحة في الملحق رقم (٢) (فريق العمل). يجوز للطرف الثاني استبدال أعضاء الفريق وفقاً لتقديره التجاري المنطقي طوال

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reasonable commercial discretion throughout the term of this agreement. The Second Party will provide prior written notice to the First Party of any substitutions or modifications to the Team Members.

مدة هذه الاتفاقية. سيقدم الطرف الثاني إشعارًا كتابيًا مسبقًا للطرف الأول لاستبدال أو إجراء أي تعديلات على أعضاء الفريق.

- b. The Second Party shall perform the Services and carry out its obligations under this Contract with all due care and efficiency in accordance with the applicable professional standards and practices, observe sound management practices, and employ appropriate advanced technology.
- c. Second Party shall set the terms and conditions of employment or contract for all individuals it retains to provide the Services. Such individuals will not be employed by or be construed as employees of the First Party.

- ب. يلتزم الطرف الثاني بأداء الخدمات وتنفيذ التزاماته بموجب هذا العقد بالعناية والكفاءة اللازمة ووفقاً للأساليب والممارسات المهنية ذات العلاقة، وبمراعاة الممارسات الإدارية السليمة، وباستخدام التقنيات المتقدمة المناسبة.
- ج. يجب على الطرف الثاني تحديد شروط وأحكام التوظيف أو العقود لجميع الأفراد الذين يقدمون تلك الخدمات. هؤلاء الأفراد لن يتم توظيفهم أو اعتبارهم على أنهم موظفين لدى الطرف الأول.

5. Fees and Payment**٥. الرسوم والدفع**

- a. In consideration for the Services provided by the Second Party, the First Party shall pay the fees set out in Appendix No. (3) (Fees). All invoices and Fees associated with this Contract shall be billed and paid in U.S. dollars.
- b. Payments due to the Second Party shall be made against invoices delivered to the First Party as outlined in Appendix No. (3) (Fees). The First Party shall settle the invoice within thirty (30) Business Days from the First Party's acceptance of the invoice.
- c. The Second Party acknowledges that it shall not claim any additional fees or amounts (not included in this Contract) without the prior written approval of the authorized representative of the First Party.

- أ. مقابل الخدمات التي يقدمها الطرف الثاني، يقوم الطرف الأول بدفع الرسوم الموضحة في الملحق رقم (٣) (الرسوم). يجب تسوية جميع الفواتير والرسوم المتعلقة بهذا العقد ودفعها بالدولار الأمريكي.
- ب. تدفع المبالغ المستحقة للطرف الثاني بموجب فواتير تقدم إلى الطرف الأول وفق ما هو موضح في الملحق رقم (٣) (الرسوم). يقوم الطرف الأول بتسوية الفواتير خلال ثلاثين (٣٠) يوم عمل من تاريخ موافقته على الفاتورة.
- ج. يقر الطرف الثاني بأنه لا يحق له مطالبة الطرف الأول بأي رسوم أو مبالغ إضافية (غير مشمولة في هذا العقد) ما لم يتم الحصول على الموافقة الخطية المسبقة على ذلك من قبل الشخص المفوض للطرف الأول.

6. Term**٦. المدة**

This Contract shall commence from 03 January 2023 ("Effective Date") and shall continue for an initial term that concludes on 31 December 2023, unless terminated earlier pursuant to Article (7). At the end of the initial term, this Agreement shall be automatically renewed for an additional year unless either party notifies the other in writing of its

يبدأ هذا العقد من تاريخ ٣ يناير ٢٠٢٣ ("تاريخ النفاذ") وينتهي بتاريخ ٣١ ديسمبر ٢٠٢٣، ما لم يتم إنهاؤه قبل ذلك وفقاً للمادة (٧). في نهاية المدة الأولية، يتم تجديد هذه الاتفاقية تلقائياً دون إشعار لمدة سنة واحدة (١)، ما لم يخطر أي

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decision not to extend the term of such Service Contract at least thirty (30) days prior to the expiration of the term then in effect.

من الطرفين الطرف الآخر كتابيا بقراره بعدم تمديد مدة عقد الخدمات هذا قبل ثلاثين (٣٠) يوما على الأقل من انتهاء المدة السارية في ذلك الوقت.

7. Termination and Withdrawal of Work**٧. إنهاء العقد وفسخ العمل**

a. The First Party may terminate the Contract at any time for cause or without cause pursuant to a sixty (60) 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.

أ. يجوز للطرف الأول إنهاء العقد في أي وقت بسبب أو دون سبب وذلك بموجب إشعار إنهاء خطي للطرف الثاني قبل الإنهاء بستين يوماً (٦٠) يوم عمل. وفي حالة الإنهاء يدفع الطرف الأول الأتعاب التي تكبدها الطرف الثاني ووافق عليها الطرف الأول حتى تاريخ الإنهاء.

b. 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:

ب. للطرف الأول الحق في سحب العمل 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 fifteen (15) Business Days prior written warning of termination is sent to the Second Party.

١. إذا لم يقيم الطرف الثاني بأداء الخدمات حسب بنود العقد أو متطلبات وتعليمات الطرف الأول أو تأخر في أداء الخدمات على نحو لا يتوقع معه إكمالها في الوقت المحدد، شريطة أن يسبق ذلك توجيه إنذار مكتوب مدته خمسة عشر (١٥) يوم 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 Contract. This also 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. إذا ثبت أن الطرف الثاني قد شرع بنفسه أو بوساطة غيره بطريقة مباشرة أو غير مباشرة بدفع شيء من المال أو أي قدم أي منفعة أخرى أو وعد بأي من ذلك في سبيل الحصول على هذا العقد، ولا يلغي ذلك مسؤولية الطرف الثاني الجنائية عن تلك التصرفات. وعند حدوث أي من الحالات المذكورة في هذه الفقرة، يحق للطرف الأول أيضاً إنهاء أي اتفاقية أخرى مبرمة مع الطرف الثاني.

3. If the Second Party failed to perform any of its obligations under this Contract, abandons it, assigns or sub-contracts wholly or partly without the First Party's prior written consent, provided that a thirty (30) Business Days prior written warning of termination is sent to the Second Party.

٣. إذا أخل الطرف الثاني بأي التزام من التزاماته بموجب هذا العقد أو تخلى عنه أو قام بتحويله أو التنازل عنه دون الحصول على موافقة مكتوبة مسبقة من الطرف الأول، على أن يقوم

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

٤. إذا أفلس الطرف الثاني أو طلب إشهار إفلاسه أو ثبت إعساره أو صدر أمر بوضعه تحت الحراسة أو بدأ في إجراءات التصفية.

8. Tax**٨. الضرائب**

The First Party shall make all payments to the Second Party without any tax deduction or withholding, unless a tax deduction or withholding is required by law. If a tax deduction or withholding is required by law to be made by the First Party, the amount of the payment due from it shall be increased to an amount which (after making any tax deduction or withholding) leaves an amount equal to the payment which would have been due if no tax deduction or withholding had been required.

إذا كان الطرف الأول ملزمًا بتسديد دفعة للطرف الثاني خاضعة لخصم الضريبة أو الضريبة المدفوعة مقدمًا، يجب أن يتم دفع المبالغ المستحقة من قبل الطرف الأول (الذي يلزم إجراء هذا الخصم أو الدفع المقدم بشأنه) إلى الطرف الثاني بعد خصم المبلغ المطلوب خصمه أو دفعه مقدمًا وفقًا للنظام المعمول به، كما سيتم تحويل المبلغ المخصوم أو المدفوع مقدمًا إلى السلطات الضريبية المعمول بها وفقًا للقانون المعمول به. أي ضرائب مدفوعة مقدمًا يتطلب دفعها مقدمًا أو استقطاعها يجب أن تكون تكلفة ويتحملها الطرف الثاني وحده. يجب على الطرف الأول تزويد الطرف الثاني عند الطلب بشهادة الضريبة المدفوعة مقدمًا التي تنص وتؤكد على الضرائب المدفوعة مقدمًا. لتجنب الشك، إذا كانت ضريبة القيمة المضافة أو ضريبة المبيعات أو أي ضرائب مماثلة مطلوبة بموجب القانون المعمول به، فإن الرسوم الواردة في هذا العقد لا تشمل هذه الضرائب، وستتم إضافتها بشكل منفصل في كل فاتورة.

For the avoidance of doubt, if the value-added tax ("VAT"), sales tax, or any similar taxes are required by Applicable Law, the Fees contained in this Contract shall be exclusive of such taxes, which will be added separately in each invoice.

9. Conflict of Interest**٩. تعارض 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 Contract.

لا يجوز للطرف الثاني أو فريق عمله أو الشركات التابعة له (أو أي ممن يتعاقد معه الطرف الثاني من الباطن) أن يقوموا بشكل مباشر أو غير مباشر بأي أعمال أو أنشطة مهنية تتعارض أو قد ينتج عنها تعارض مصالح مع الأعمال الموكلة إليهم بمقتضى هذا العقد.

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, which consent shall not be unreasonably withheld. Such written consent shall not exempt the Second Party from its liabilities or obligations under the Contract and the Second Party shall remain liable for all

أ. لا يجوز للطرف الثاني أن يتعاقد من الباطن لأداء جميع الخدمات أو أي جزء منها دون الحصول على موافقة خطية مسبقة من الطرف الأول، ولا تعفي هذه الموافقة الطرف الثاني من المسؤوليات والالتزامات المترتبة عليه بموجب هذا العقد، ويظل الطرف الثاني مسؤولاً عن كل تصرف أو خطأ أو إهمال

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actions, default or negligence of the subcontractor, its agents or employees as if they were the actions, default or negligence of the Second Party.

يصدر من جانب أي متعاقد معه من الباطن أو من وكلائه أو من العاملين لديه كما لو كان صادراً عن الطرف الثاني.

- b. The Second Party shall ensure that its contracts with subcontractors include the obligations in this Contract.

ب. يلتزم الطرف الثاني بأن يضمن عقود المتعاقدين معه من الباطن نصاً يقضي بسريان الالتزامات الواردة في هذا العقد.

11. Liability and Indemnity**١١. المسؤولية والتعويض**

- a. The Second Party shall be fully responsible for performing its obligations stated in the Contract within the agreed upon phases, specifications, periods and applicable professional standards.

أ. يكون الطرف الثاني مسؤولاً مسؤولاً كاملة عن أداء التزاماته المترتبة بموجب هذا العقد حسب المراحل والمواصفات والمدد الزمنية المتفق عليها، والمعايير المهنية المعمول بها.

- b. Without prejudice to First Party's right to terminate the Contract, 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 liable for any resulting material or moral damages or consequences to an amount not exceeding five (5) times of the value of the contract. If the contribution of the Second Party or its Team Members to the default, negligence or impediment was deemed partial, at the 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 العقد، في حال حدوث أي خطأ أو إهمال أو معوق لسير العمل وأداء الخدمات من قبل الطرف الثاني أو 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 الأعباء والمصروفات على الطرف الأول عما هو متوقع، يكون الطرف الثاني مسؤولاً عن كل ما يترتب على ذلك من تعويض أو تبعات سواء كانت مادية أو معنوية بما لا يتجاوز خمسة (٥) أضعاف قيمة العقد. وفي حال كانت مساهمة الطرف الثاني أو أي من فريق عمله في حدوث الخطأ أو الإهمال أو المعوق مساهمة جزئية وفق تقدير الطرف الأول، يعتبر الطرف الثاني مسؤولاً مسؤولاً جزئية ويسأل عن الضرر بمقدار مساهمته في حدوث الخطأ أو الإهمال.

- c. In the event that the Second Party becomes in delay for delivering the Service 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 Contract 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 this Contract. In addition to the delay fine, the First Party shall be freely entitled to exercise all of its remedies and

ج. يحق للطرف الأول في حال تأخر الطرف الثاني في تسليم الخدمات حسب المواعيد المتفق عليها فرض غرامة تأخير على الطرف الثاني عن كل يوم تأخير، ويتم احتساب الغرامة عبر تقسيم كامل قيمة العقد 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 هذا العقد. وبالإضافة إلى غرامة التأخير، يكون للطرف الأول الحق في الحصول على جميع التعويضات والحقوق المنصوص عليها في هذا العقد. وفي هذه

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rights provided under this Contract. In this case, the First Party has the right to deduct such fine from any dues of the Second Party resulting from this Contract or any other contract the Second Party has with the First Party.

- d. If the First Party exercises his right mentioned in Section (c) 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.
- e. The Second Party acknowledges that upon the occurrence of any delay to executing this Contract caused by it, the First Party shall have the right to suspend any payments whether related to this Contract or any other agreements with the Second Party.

12. Confidentiality

- 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 Contract 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 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.
- 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 Contract.

الحالة، يحق للطرف الأول استقطاع هذه الغرامة من أي مستحقات للطرف الثاني ترتبت بناء على هذا العقد أو أي عقد آخر مع الطرف الأول.

- د. في حالة استخدام الطرف الأول لحقه المشار إليه في الفقرة (ج) أعلاه، تستحق غرامة التأخير دون الحاجة لتقديم أي إشعار أو اتخاذ أي إجراء قانوني أو إثبات على وقوع ضرر أو خسائر، ما لم يكن التأخير قد حدث بسبب يعزى للطرف الأول.
- هـ. يقر الطرف الثاني أنه في حال حدوث أي تأخير في تنفيذ هذا العقد يكون هو المتسبب به، فيحق للطرف الأول إيقاف أية دفعات متصلة بهذا العقد أو بأي اتفاقيات أخرى مع الطرف الثاني.

١٢. السرية

- أ. يتعهد الطرف الثاني بمعاملة جميع المعلومات المتصلة بموضوع هذا العقد أو التي حصل عليها نتيجة لأداءه الخدمات بسرية تامة، ويقر الطرف الثاني بأنه لن يقوم في أي وقت بالإفصاح أو يسمح بالإفصاح عنها لأي شخص أو استخدامها أو السماح باستخدامها لأي غرض كان عدا ما هو مرتبط بأداء الخدمات المتفق عليها. 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 مخالفة لهذه السرية يرتكبها ذلك الشخص، وذلك دون الإخلال بحق الطرف الأول بالرجوع على ذلك الشخص متى كان هذا في مصلحته.
- ب. تسري أحكام هذه المادة على فريق عمل الطرف الثاني والمتعاقدين معه من الباطن والشركات التابعة له. كما يلتزم الطرف الثاني، بعد حصوله على موافقة كتابية مسبقة من الطرف الأول لمشاركة المعلومات مع أطراف أخرى، بفرض التزامات مثيلة للحفاظ على سرية المعلومات قبل إفصاحه لهم بأية معلومات متصلة بموضوع العقد.

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- 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 position 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 Contract.
- ج. لا ينطبق التزام السرية على المعلومات التي يتلقاها الطرف الثاني ويستطيع أن يثبت بـ (أ) أنها متاحة للجمهور حال تلقيها أو أصبحت كذلك فيما بعد بطريقة نظامية؛ أو (ب) أنها كانت معروفة للطرف الثاني أو في حوزته بشكل نظامي قبل تلقيها من الطرف الأول؛ أو (ج) أنه حصل عليها بشكل نظامي من طرف ثالث لا يتمتع بأي التزام للسرية مرتبط بها؛ أو (د) أنه تم تطويرها بشكل مستقل من قبل الطرف الثاني دون استخدام أو الإشارة إلى المعلومات السرية ودون الإخلال بهذا العقد.
- 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 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 مما ذكر أعلاه، يكون الطرف الثاني مخولاً بالإفصاح عن المعلومات السرية بموجب القانون والأنظمة والتعليمات أو بموجب طلب أي من الهيئات العامة أو الإدارية أو القضائية شريطة أن يقدم للطرف الأول إشعاراً خطياً ومهلة كافية للاعتراض على استعمال أو الإفصاح عن المعلومات السرية. وفي جميع الأحوال يجب أن يكون الإفصاح عن المعلومات السرية محصوراً بالحد المطلوب من قبل الجهة ذات العلاقة.
- 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 Contract. The Second Party may not retain a copy of such documents.
- هـ. يتعهد الطرف الثاني فور انتهاء العقد أو إنهائه، بإعادة جميع المستندات والممتلكات التي حصل عليها من الطرف الأول لأداء عمله. ولا يجوز للطرف الثاني الاحتفاظ بنسخ من هذه المستندات.
- f. The Second Party shall not refer to the First Party, the Services or the Contract 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 العقد أو الخدمات قبل حصوله على موافقة خطية مسبقة من الطرف الأول. كما يحظر 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

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- a. The parties foresee that the Second Party or Team Members may make, conceive, develop and/or create Intellectual Property in the course of providing the Services. أ. يعلم الطرفان أن الطرف الثاني أو أفراد فريق العمل قد يكتشفون أو يطورون أو يخترعون ملكيات فكرية أثناء 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:
- I. relates to or is useful in connection with the business or service of the First Party (“**The First Party’s Intellectual Property Rights**”); 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 Contract (“**2 Services Intellectual Property Rights**”);
- c. **Services IP Materials** means any documents (whether in electronic, paper or other form) constituting or relating to any Services Intellectual Property Right. ج. تعني مواد الملكية الفكرية الخاصة بالخدمات أي وثائق (سواء كانت إلكترونية أو مطبوعة أو غير ذلك) تشكل أو تتعلق بأي حق للملكية الفكرية الخاصة بالخدمات.
- d. 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. د. يوافق الطرف الثاني بموجب هذا العقد ويضمن موافقة كل فرد من فريق العمل على أن جميع حقوق الملكية الفكرية المتصلة بحقوق الملكية الفكرية الخاصة بالخدمات والتي نشأت وقت تقديم الخدمات، مملوكة بشكل حصري للطرف الأول، ما لم تكن تلك الحقوق غير قابلة للنقل.
- e. 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 ه. يوافق الطرف الثاني بموجب هذا العقد ويضمن موافقة كل فرد من فريق العمل على التوقيع على كافة الوثائق والقيام بجميع الأعمال التي يطلبها الطرف

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expense) to enable the First Party to enjoy the full benefits of this Article.

الأول (على نفقته) وذلك لضمان تمتعه بجميع الحقوق المنصوص عليها في هذه المادة.

f. 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 Contract, 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.

و. لا يمكن للطرف الثاني أو فريق العمل استخدام حقوق الملكية الفكرية للطرف الأول أو مواد أو حقوق الملكية الفكرية الخاصة بالخدمات إلا من أجل أداء التزاماتهم بموجب هذا العقد، كما يجب على الطرف الثاني وفريق العمل عدم الإفصاح عن أي من حقوق الملكية الفكرية للطرف الأول أو مواد أو حقوق الملكية الفكرية الخاصة بالخدمات لأي طرف ثالث دون الحصول على موافقة خطية مسبقة من الطرف الأول.

g. 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 or by the First Party.

ز. يوافق الطرف الثاني كذلك على أنه لا يحق له المطالبة بملكية الحقوق لأي 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.

h. 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 Contract 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.

ح. يجب على الطرف الثاني بشكل فوري نقل، وأن يضمن قيام كل فرد من فريق العمل بنقل كافة مواد الملكية الفكرية الخاصة بالخدمات للطرف الأول مما يكون في حوزتهم أو تحت سيطرتهم عند انتهاء فترة العقد أو إنجائه لأي سبب، أو في أي وقت يطلب منه الطرف الأول نقلها. ولا يمكن للطرف الثاني الاحتفاظ بأي نسخ أو سجل لمواد الملكية الفكرية الخاصة بالخدمات إلا بعد الحصول على موافقة خطية مسبقة من الطرف الأول.

14. Second Party's Representations and Undertakings**١٤. إقرارات وتعهدات الطرف الثاني**

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 Delaware, and has submitted a valid copy of the relevant documents to the first party.

أ. أنه مؤسس بشكل قانوني بموجب الأنظمة المعمول بها في ولاية ديلاوير، وقد قدم نسخ سارية من المستندات المؤيدة لذلك للطرف الأول.

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

ب. أنه يملك كامل الحق والصلاحيحة والقدرة على توقيع هذا العقد، وتنفيذ الالتزامات الواردة فيه، ويشكل هذا العقد التزاماً نظامياً وملزماً ونافذاً وفقاً لشروطه.

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- 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 Contract, and it has submitted a valid copy of the relevant documents to the first party. ج. أنه ملتزم بالنظام المطبق وبجميع الأنظمة والإجراءات ذات العلاقة الضرورية للمحافظة على جميع التراخيص والتصاريح والشهادات المطلوبة لتنفيذ الخدمات وفقاً لهذا العقد، وقد قدم نسخ سارية من المستندات المؤيدة لذلك للطرف الأول.
- d. Its license has never been suspended or cancelled. د. أنه لم يسبق أن تم سحب أي من تراخيصه مؤقتاً أو إلغائها.
- e. It has never been subject to sanctions, penalties or fines. هـ. أنه لم يسبق أن تم فرض أي إجراءات جزائية أو عقوبات أو غرامات عليه.
- f. The Team Members shall at all times be employed by or contracted with the Second Party (or its subcontractor as the case may be) and under its sponsorship (or the sponsorship of its subcontractors). 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 من الباطن المعيّنين من قبله في حال موافقة الطرف الأول على ذلك) يعملون لديه فقط وتحت إشرافه (أو لدى المتعاقدين من الباطن حسب الحال) وفي حال العاملين الغير سعوديين يظلون تحت كفالته (أو كفالة المتعاقدين من الباطن حسب الحال)، وأن يكون مسؤولاً عن الحصول على جميع الرخص والأذونات والوثائق الأخرى التي تمكن فريق العمل من أداء مهامهم بشكل لا تتعرض معه مصالح الطرف الأول لأي تأخير أو معوق.

15. Relationship of the Parties**١٥. العلاقة بين الطرفين**

The First Party is engaging the Second Party to perform Services as an independent contractor. Nothing in this Agreement shall be construed to: (i) give either Party the power to direct and control the day-to-day activities of the other Party or its employees or contractors, (ii) give either Party the power to negotiate or contract in the name of or on behalf of the other Party, or (iii) constitute the Parties as partners, joint ventures, joint employers, principal and agent, employer and employee, co-owners or participants in a joint undertaking.

يقوم الطرف الأول بالعمل مع الطرف الثاني لأداء الخدمات كمتعاقد مستقل. لا يجوز تفسير أي شيء في هذه الاتفاقية على أنها: (١) تمنح أي من الطرفين صلاحية توجيه والتحكم بالأنشطة اليومية للطرف الآخر أو موظفيه أو متعاقديه، (٢) تمنح أي من الطرفين صلاحية التفاوض أو التعاقد باسم الطرف الآخر أو نيابة عنه، أو (٣) تعتبر الأطراف كشركاء، أو أن المشاريع مشتركة، أو أصحاب عمل مشتركين، أو الموكل والوكيل، أو صاحب عمل وموظف، أو مالكين مشاركين أو مشاركين في مشروع مشترك.

16. Assignment of Contract**١٦. التنازل عن العقد**

The obligations of the Second Party under this Contract 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. The First Party has the right to assign full or part of its rights or obligations

تعتبر التزامات الطرف الثاني بموجب هذا العقد التزامات مباشرة ولا يجوز له إحالة العقد أو التنازل عن أي من حقوقه أو التزاماته أو تفويض أي من مسؤولياته لأي طرف آخر دون الحصول على موافقة كتابية مسبقة من الطرف الأول. ويحتفظ

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under this contract to a third party and the Second Party shall not have the right to object.

الطرف الأول بكامل حقه بالتنازل للغير عن العقد أو جزء منه وذلك دون أن يكون للطرف الثاني الحق في الاعتراض.

17. Waiver of Rights**١٧. التنازل عن الحقوق**

Failure by a Party to assert its rights under this Contract 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.

إن عدم قيام أي طرف بممارسة حقوقه بموجب هذا العقد لا يعتبر تنازل عن تلك الحقوق، كما أن أي تصرف أو إغفال لا يوحي ضمناً بالتنازل عن أية حقوق. لا يسري تنازل أي طرف عن أي حق على أي إخلال لاحق بشروط هذا العقد ما لم ينص ذلك التنازل صراحةً على غير ذلك.

18. Force Majeure**١٨. القوة القاهرة**

The failure of a party to fulfill any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from any event that is unpredictable and outside of the reasonable control of a party and which affects such Party's performance of its obligations under this Contract, including, without limitation, fire, floods, accidents, declared and undeclared war and military operations, economic sanctions, regulatory requirements and instructions and administrative and judicial orders in the Kingdom of Saudi Arabia ("Force Majeure"), provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and has informed the other party as soon as possible about the occurrence of such an event.

لا يعتبر عدم أداء أحد الطرفين لالتزاماته إخلالاً بهذا العقد إذا كان هذا العجز ناشئاً عن أي حدث غير متوقع وخارج عن الإرادة والسيطرة المعقولة لأي طرف مما يؤثر على أداء التزاماته بموجب هذا العقد، ويشمل - على سبيل المثال لا الحصر - الحريق والفيضان والحوادث والحرب المعلنة وغير المعلنة والعمليات العسكرية والحظر الاقتصادي والمتطلبات والتعليمات النظامية أو أي من الأوامر أو الأحكام الصادرة من جهات إدارية أو قضائية في المملكة العربية السعودية ("القوة القاهرة") بشرط أن يكون الطرف المتضرر من القوة القاهرة قد اتخذ جميع الاحتياطات المعقولة والعناية الواجبة والتدابير اللازمة، وذلك بغرض تنفيذ شروط وأحكام هذا العقد وقد أبلغ الطرف الآخر في أقرب وقت ممكن عن وقوع مثل هذا الحدث.

19. Modifications**١٩. التعديلات**

This Contract can only be modified by written agreement between and signed by the Parties.

لا يجوز تعديل هذا العقد إلا باتفاق كتابي بين الطرفين.

20. Notice**٢٠. الإخطارات**

Any notice, or other communication required under this Contract 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 الإخطارات والمراسلات بموجب هذا العقد مكتوبة، ويجب أن يتم تسليمها مناداة باليد أو بواسطة البريد المسجل أو خدمة بريد جوي معروفة عالمياً

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أو بواسطة البريد الإلكتروني إلى أي من الأشخاص المعنيين بالنسبة لكل طرف
على العناوين التالية:

a. The First Party:

The attention of: Contracts and Procurement
Department

Public Investment Fund

Alra'idah Digital City, Building MU04, Al Nakhil
District, P.O. Box 6847, Riyadh 11452, Kingdom
of Saudi Arabia

Telephone: +966 11 813 8403

E-mail: CPD@pif.gov.sa

أ. بالنسبة للطرف الأول:

عناية: إدارة العقود والمشتريات

صندوق الاستثمارات العامة

مجمع الرائدة المدينة الرقمية، مبنى MU04، حي النخيل، ص.ب.

٦٨٤٧، الرمز البريدي ١١٤٥٢، الرياض، المملكة العربية السعودية

الهاتف: +٩٦٦ ١١ ٨١٣ ٨٤٠٣

البريد الإلكتروني: CPD@pif.gov.sa

b. The Second Party:

The attention of: USSA International LLC

767 5th Avenue 45th Floor, Post Code 10153, New
York, United States of America

E-mail: contracts@ussaintl.com

ب. بالنسبة للطرف الثاني:

عناية: يو أس أس اي انترناشونال شركة ذات مسؤولية محدودة

في الطريق الخامس ٧٦٧ الدور ٤٥، الرمز البريدي ١٠١٥٣، نيويورك،

الولايات المتحدة الأمريكية

البريد الإلكتروني: contracts@ussaintl.com

21. Authorized Representatives

٢١. الممثلون المفوضون

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract 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.

يقوم باتخاذ أي تصرف أو توقيع أي وثيقة مما يكون مطلوباً أو مسموحاً به طبقاً
لأحكام هذا العقد نيابة عن الطرف الأول أو الطرف الثاني الممثلون المفوضون
المحددون أدناه أو أي شخص يخول في ذلك كتابة من قبل الممثل المفوض.

The authorized representatives are:

الممثلون المفوضون هم:

For the First Party:

عن الطرف الأول:

Chief Operating Officer, Mr. Bander A. Mogren

رئيس الإدارة العامة للخدمات المشتركة، الأستاذ بندر بن عبد الرحمن بن مقرن.

For the Second Party:

عن الطرف الثاني:

Head of USSA International LLC , Jason Aaron Chung

مدير شركة يو أس أس أي شركة ذات مسؤولية محدودة، جيسون أرون تشونغ

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22. Language

٢٢. اللغة

This Contract (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 Contract. The appendices to the Contract are stated in the English language which shall be the controlling language thereof.

أبرم هذا العقد (باستثناء الملاحق المرفقة به) باللغة العربية التي ستكون اللغة الملزمة وتكون لها الحجية في كافة الأمور المتعلقة بمعنى العقد أو تفسيره، وحررت ملاحق العقد باللغة الإنجليزية التي ستكون اللغة الملزمة وتكون لها الحجية في كافة الأمور المتعلقة بمعنى تلك الملاحق أو تفسيرها.

23. Comprehensiveness of the Contract

٢٣. شمولية العقد

This Contract and appendices hereto set 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 Contract. 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 Contract and neither Party shall be liable or responsible for any such statements, undertakings, representations, promises, assurances and arrangements.

يتضمن هذا العقد جميع الاتفاقات والاشتراطات والتعهدات التي اتفق عليها الطرفان ويحل محل أي اتفاقات أو مفاهيم سابقة تتعلق بموضوع العقد أو الخدمات، وليس لأي وكيل أو ممثل لأي من الطرفين سلطة الإدلاء بأية بيانات أو تعهدات أو وعود أو اتفاقات غير منصوص عليها في هذا العقد، ولا تكون تلك البيانات أو التعهدات أو الوعود أو الاتفاقات ملزمة لأي من الطرفين ولن يكونا مسؤولين عنها.

24. Survival Articles

٢٤. المواد السارية بعد انقضاء العقد

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

تبقى أحكام المواد (١٢ - السرية) و (١٣ - حقوق الملكية الفكرية) سارية ونافاذة حتى بعد انقضاء العقد أو إنهائه لأي سبب كان.

25. Applicable Law and Settlement of Disputes

٢٥. النظام الواجب التطبيق وتسوية المنازعات

The Contract 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 in this respect 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.

يكون تنفيذ هذا العقد وتفسيره وفقاً للأنظمة واللوائح والتعليمات والقرارات وأي أداة نظامية معمول بها في المملكة العربية السعودية ("النظام المطبق")، وكل خلاف قد ينشأ في هذا الشأن ولا يتوصل فيه إلى تسوية ودية بين الطرفين يحال إلى الجهة القضائية المختصة في المملكة العربية السعودية للفصل فيه بشكل نهائي.

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26. Counterparts

٢٦. نسخ العقد

This Contract 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.

يجوز توقيع هذا العقد بأي عدد من النسخ المتطابقة والمستقلة وتعتبر كل منها عند توقيعها نسخة أصلية ولكن جميع النسخ المتطابقة مجتمعة تعتبر وثيقة واحدة.

27. Signature

٢٧. التوقيع

In witness hereof, This Contract shall be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by email or other electronic means and shall be deemed for all purposes as being valid and have the same legal effect as if they were original versions.

وإثباتاً لما تقدم، حرر هذا العقد من نسخة أصلية واحدة. يجب تفسير جميع النسخ منها معاً وتشكل عقد واحد. يتم إرسال التوقيعات الخطية المقابلة عن طريق البريد الإلكتروني أو غيرها من الوسائل الإلكترونية، ويجب اعتبارها لجميع الأغراض على أنها صالحة ولها نفس الأثر القانوني كما لو كانت نسخاً أصلية

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On behalf of the First Party
Mr. Bander A. Mogren
Chief Operating Officer

نيابةً عن الطرف الأول
الأستاذ بندر بن عبد الرحمن بن مقرن
رئيس الإدارة العامة للخدمات المشتركة

Signature: _____

التوقيع:

On behalf of the Second Party
Mr. Jason Aaron Chung
Head of USSA International LLC

نيابةً عن الطرف الثاني
الأستاذ جيسون أرون تشنغ
مدير شركة يو أس أي شركة ذات مسؤولية محدودة

Signature: _____

التوقيع:

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Appendix No. (1) Services

The Second Party shall deliver investment support and advisory services.

Scope of Services (“Services”)

1. Overview

The Second Party has agreed to provide the Services detailed below in accordance with the requests of the First Party. Terms defined in the Contract, as they are used below, shall have the meanings set forth in the Contract.

2. General

The Second Party shall provide the following general Services during their engagement:

- a) Provide the resources and materials necessary to perform and carry out the Services.
- b) Establish efficient communication protocols with designated First Party points of contact.
- c) Establish efficient and detailed reporting protocols to designated First Party points of contact.
- d) Attend any meetings with the First Party as needed to perform and carry out the Services.
- e) Develop and adhere to applicable operating procedures/guidelines in order to perform and carry out the Services of this Contract.
- f) Ensure that any applicable insurance coverages are secured and maintained throughout the Term to enable the performance of the Services.
- g) Respond to requests for visitor office space and resource support for First Party Representatives.

3.

The Second Party shall provide the following:

- a) Analyze and research publicly-traded securities, and private equity funds that invest in stock and securities.
- b) Conduct credit checks on entities in which the First Party is considering making investments, either at the First Party’s request or based on ideas the Second Party generates.
- c) Provide investment recommendations based on the results of ideas that the Second Party generates and related research. Contribute to the evaluation and screening of investment opportunities, including assessment of industry, geography, business models, financial statements, valuations, and

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other fundamental and technical data to assist the First Party in evaluating potential investment opportunities.

- d) Contribute to the development and analysis of financial models.
- e) Construction, monitoring and ongoing analysis and evaluation of investments held by the First Party in the local market, including P&L analysis and calculation of risk assessment metrics.
- f) Communication of securities transactions orders at the First Party's request to third-party registered broker-dealers identified by the First Party for execution.
- g) Undertake marketing and promotion of Kingdom of Saudi Arabia and other initiatives, including researching financial institutions that might be interested in participating in investment and other opportunities.
- h) Undertake initial financial analysis and investment strategy review.
- i) Offer advice pertaining to the local market dynamics and produce market engagement recommendations to maximize investment opportunity.

4.

The Second Party shall provide the following:

- a) Develop new & maintain existing financial institutions and capital markets relationships in North America, as required and directed by the First Party.
- b) Organize and conduct meetings with financial institutions, and potential investors within applicable regulatory guidance provided to the Second Party, as required and directed by the First Party.
- c) Present permissible financial information and information related to the strategic direction of the First Party, as well as other key messages to financial institutions representatives as required and directed by the First Party, and within applicable guidance provided to the Second Party.
- d) Answer queries or enquiries raised by financial institutions and potential investors, based on pre-agreed responses developed in collaboration with the First Party, or by soliciting and conveying responses from the First Party.
- e) Organize and attend deal/non-deal marketing roadshows and advise and participate in events to market and promote in general Kingdom of Saudi Arabia, and specifically the First Party, and related initiatives, within applicable regulatory guidance provided to the Second Party, as required and directed by the First Party.
- f) Identify and develop relationships with financial institutions that might be interested in participating in investment opportunities with the First Party, within applicable regulatory guidance provided to the Second Party, as required and directed by the First Party.
- g) Assist the First Party in marketing bonds issued by the First Party or an investment vehicle or issuer organized by the First Party, by disseminating marketing materials developed by the First Party and responding to frequently asked questions, in compliance with regulatory guidance provided to the Second Party.

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in connection with providing investment research and support services فيما يتعلق بتقديم خدمات الأبحاث الاستثمارية وخدمات الدعم

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- h) Monitor and assist with the efficient execution of potential First Party transactions. Update, maintain, and analyze bank/investors records/files as needed by the First Party.
- i) Monitor transactions that the Second Party communicates to third-party registered broker-dealers for execution and their ability to deliver, within applicable regulatory guidance provided to the Second Party.
- j) Liaise with the First Party's relevant division to support in developing and updating bank/investors presentation materials (incl. data visualizations).
- k) Assist the First Party, as and when needed, on introductions to suitable banks/investors for debt financing/issuances and offer administrative support, as required.

5.

The Second Party shall provide the following:

- a) Investment Research Opportunities:
 - i. Scan and monitor local policy landscape and potential implications on the First Party's group companies (e.g. potential tariffs on imports of product x that could have implications).
 - ii. Identify new trends, themes, sectors, which may be relevant and/or may present national development potential for the First Party, its group companies and future investments in KSA.
 - iii. Scan and analyze Americas' market landscape including, but not limited to, key and emerging sectors, players, technologies, products and services in which the First Party might invest with the purpose of localizing and facilitating knowledge transfer in KSA.
 - iv. Identify and facilitate export opportunities for respective First Party group companies.
 - v. Identify/source potential KSA investment opportunities by foreign investors alongside the First Party and/or in the First Party's group companies, segments in their value chain or in the First Party's priority sectors. This includes identifying foreign market pain points for investors/companies and how the First Party could solve those pain points.
- b) Roadshows and Partner Relations:
 - i. Organize logistics for, and execute, road shows, conferences, meetings and events to disseminate marketing materials developed by the First Party, provide a platform for First Party representatives, respond to frequently asked questions as directed by the First Party. This will allow the First Party with support of the Second Party, to promote the First Party's business and investment opportunities; explain the First Party's vision and potential opportunities to promote KSA and other initiatives; and develop relationships with potential investors and manufacturing and service companies that might be interested in participating in investment opportunities – all in in compliance with regulatory guidance.

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- ii. Facilitate introduction of potential new suppliers to the First Party group companies and support the First Party and its group companies in the creation of supply agreements with foreign companies.
- iii. Facilitate introduction of potential new investors to the First Party and its group companies and support them in preparing localization agreements in KSA with foreign companies.
- iv. Share location specific expertise with the First Party where relevant to current/future investments and other matters (such as: patent share, technology licensing, etc.) in the respective jurisdiction.
- v. Facilitate training/internships for professionals/students of the First Party
- vi. Create partnerships/JVs with leading training organizations to ensure best in class Products/Services are available to the First Party.

6.

The Second Party shall provide the following:

- a) Assist the First Party in international engagements within the America's territory, where requested.
- b) Provide suitable senior stakeholder support as requested by the First Party.
- c) Advise the First Party's leadership on assigned topics/opportunities in order to develop First Party's strategic views and support decision-making requirements with respect to the initiatives set forth above.
- d) Identify and report objectives, initiatives, projects and key performance indicators (KPIs) to achieve the First Party's goals.
- e) Support the First Party's objectives by supervising the implementation of its strategies and monitoring overall performance.
- f) Arrange and facilitate engagements and relations– including international entities and committees, as well as private sector organizations, and individuals from the Americas market.
- g) Provide the First Party's senior management with updates on status, requests, and emerging issues from the local/international market, to enable swift responses and robust decision-making.
- h) Maintain relations and explore opportunities in accordance with the First Party's requests.
- i) Receive, log, manage requests by key stakeholders (government, private sector, and civil society), and coordinate as needed to ensure the requests are suitably actioned.
- j) Assist in planning and arranging visits/other engagements for the First Party's team and strategy as required.
- k) As and when required, represent the First Party at international events/meetings, deliver marketing messages developed by the First Party, respond to frequently asked questions and arrange to implement the necessary follow up actions from the meetings.
- l) Support the First Party in drafting content and preparing for key events and activities as directed.

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7.

The Second Party shall provide the following:

- a) Engage in public relations and external communications activities to disseminate content developed by the First Party on behalf of the First Party.
- b) Assist the First Party in engaging and communicating with media outlets as required.
- c) Assist the First Party, where necessary by engaging third party service providers in the local market, to promote a positive narrative and manage any negative coverage to ensure the First Party's image is reflected accurately.
- d) Assist the First Party, where necessary by engaging third party service providers in the local market, in any matters related to crisis/reputation management, as requested.
- e) Manage all media external affairs, where necessary by engaging third party service providers in the local market, and provide the First Party with the necessary support as requested.
- f) Assist the First Party in any event planning as requested.

8.

The Second Party shall provide the following:

- a) Create, where necessary by engaging third party service providers in the local market; manage; and maintain a robust data platform and associated dashboard to monitor all relevant economic and financial indicators pertaining to the asset allocation process (e.g., risk, volatility, financial and capital markets, currencies, etc.).
- b) Produce and communicate research related to multi-asset-class performance and strategies, focused on the Americas but incorporating global trends where relevant.
- c) Research potential investment strategies (long-short, arbitrage, hedging, etc.) for the First Party, either at the First Party's request or based on ideas that the Second Party generates, with a focus on the Americas.
- d) Identify and detail value creation opportunities or strategies for the First Party in the Americas (or globally if relevant).
- e) Provide input on economic trends and produce and communicate analytics around important trends in the economies of the Americas, and globally where relevant.
- f) Serve as a resource to provide answers, insights, and input into both typical and atypical economic questions pertaining to the trends being studied by the First Party in Riyadh and globally.
- g) Provide insights into current opportunities and current underlying trends in real estate and infrastructure (asset classes and sectors), in the Americas and beyond.
- h) Provide insights into current opportunities and current underlying trends in other key sectors, most notably media, entertainment, gaming, and leisure.

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9.

The Second Party shall provide the following:

- a) Undertake the following tax and acquisitions related services as required by the First Party, including tax due diligence, structuring, and legal documentation review, where necessary by engaging the services of third party advisors and external legal counsel.
- b) Monitor tax compliance of USSA, U.S. SPVs and U.S. investments over the investment life cycle.
- c) Undertake all planning and operational management of including but not limited to the following: budget, general accounting and all necessary annual regulatory requirements, including for other SPV's, as requested.
- d) Monitor, analyze and report changes/potential changes to U.S. tax legislation and provide U.S. tax training.
- e) Manage the USSA offices budget planning exercise, and perform all budget operational activities pertaining to USSA, itself.
- f) Manage required operational activities in relation to budget control, reporting, transfers and increases.
- g) Submit monthly financial reports as requested by First Party.
- h) Oversee the audits of third parties as requested by First Party.

10.

The Second Party shall provide the following:

- a) Develop and implement a compliance program to ensure Second Party operates in accordance with local U.S. laws and regulations and any applicable laws of KSA.
- b) Identify relevant related local laws/regulations applicable to Second Party and related to the jurisdiction, and any applicable laws of KSA. Update policies and procedures accordingly, in coordination with the First Party.
- c) Ensure that compliance risks are identified and mitigated, including -but not limited to- Financial Crime Compliance, confidentiality, conflict of interest... etc.
- d) Proactively perform on-going monitoring activities and identify improvement actions, to determine whether the compliance and regulatory protocols and controls are being followed.
- e) Provide timely and accurate advice on compliance and regulatory matters to all relevant departments/divisions of USSA and First Party.
- f) Ensure the adoption of the more stringent compliance requirement in case of any situation of conflicting requirements.
- g) Sign off and evaluate activities, as applicable, after conducting the required due diligence checks, working closely with the First Party Compliance division.

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- h) Collaborate and cooperate effectively and in a timely manner with regulators, external auditors, and consultants, when required.
- i) Prepare a comprehensive monthly/quarterly compliance report.
- j) Maintain up to date written documentation, policies, and record keeping process related to USSA business activities.
- k) Proactively establish communication links with other Sovereign Wealth Funds based in the U.S. in order to share intelligence and best practice operating practices.

Develop draft protocols to manage a crisis or compliance valuations, submit to the First Party for review and approval, implement any feedback from the First Party and finalize

11.

The Second Party shall provide the following:

- a) Assist in implementing and monitoring the risk management framework of Second Party in order to mitigate risk for Second Party and First Party.
- b) Coordinate on risk management with the Head of Operational Risk of the First Party and report relevant matters, as will defined by the First Party from time to time, to the First Party.

12.

The Second Party shall provide the following:

- a) Provide necessary legal due diligence on investment opportunities as requested by the First Party.
- b) Review documentation in order to receive legal advice on the same.
- c) Assist the First Party in reviewing and advising on potential investment proposals and contracts as requested by the First Party.
- d) Provide general legal advice/Services as requested by the First Party.

13.

The Second Party shall provide the following:

- a) Undertake recruitment activities, including, but not limited to: candidate search, job description review, candidate screening, interviewing, offer benchmarking, background checks, etc.
- b) Provide employment market research and data as required by the First Party.
- c) Undertake required activities in relation to First Party mobility and/or secondment related administration as requested by the First Party.

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In addition to the above, the Second Party shall implement and maintain adequate levels of office procedures, policies, physical security, IT security, IT infrastructure to undertake the Services, whilst ensuring full compliance with all regulatory and legislative requirements.

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Appendix No. (3) Fees

Description	Forecasted Fee (USD)	Comment
Second Party Reimbursed Costs	35,238,930.04	
Cost Plus Fee (10%)	3,523,893.00	
Total Forecasted Fee (excluding taxes)	38,762,823.04	Based on the services provided to the First Party.

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

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

Upon executing this Contract, the Total Forecasted fee, shall be paid in quarterly installments to the Second Party. Additional payments may be made subject to First Party acceptance.

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