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February 2, 2024

VIA ELECTRONIC MAIL

The Honorable Richard Blumenthal
Chairman

The Honorable Ron Johnson
Ranking Member

Permanent Subcommittee on Investigations

Re: January 29, 2024, Letter to His Excellency Yasir bin Othman Al-Rumayyan

Dear Chairman Blumenthal and Ranking Member Johnson:

I write on behalf of my client, the Public Investment Fund of the Kingdom of Saudi Arabia (the "PIF"), and its Governor, His Excellency Yasir bin Othman Al-Rumayyan ("Governor Al-Rumayyan"), in response to your letter of January 29, 2024 (the "January 29 Letter").[1] You are correct that we have repeatedly conveyed both the PIF's and Governor Al-Rumayyan's willingness to engage in good faith with the Subcommittee in connection with this inquiry. It is regrettable that the January 29 Letter ignores the very significant efforts my client has made, and is making, to facilitate the production of information to the Subcommittee, consistent with the limitations imposed by Saudi law. This includes, as I discuss further below, a painstaking review of materials identified by the recipients of the Subcommittee's November 2 subpoenas and the production of thousands of pages of such documents to you.

[1] The January 29 Letter requested a response in four days, by February 2, 2024. This is the date when the Advisors (defined below) were likewise asked to provide further responses to the Subcommittee. However, last night—before any of these responses were sent, and hence with necessarily incomplete information—the Subcommittee released a 103-page memo making various assertions about its investigation (the "February 1 Memorandum"). This letter does not purport to address all of the points in the Subcommittee's memo from last night. We note, however, that the Subcommittee's memo includes several inaccurate statements concerning the subpoenas, the Saudi proceedings, and the laws of the Kingdom of Saudi Arabia, some of which are addressed below. We will further respond to the February 1 Memorandum separately if needed and appropriate.

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We again reiterate that we stand willing to engage with the Subcommittee in an appropriate and mutually respectful manner that accounts for these principles in the hope that we can move forward productively. The PIF and Governor Al-Rumayyan remain committed to such cooperative engagement notwithstanding the Subcommittee's steady refusal to acknowledge, let alone afford respect to, the laws and court orders of the Kingdom of Saudi Arabia and the principles of sovereignty and international comity at play.[2] Governor Al-Rumayyan remains personally committed and available to meet with the Chairman and Ranking Member and welcomes the opportunity of the members' visit to the Kingdom of Saudi Arabia at their earliest convenience.

The Target, Scope, and Extraterritorial Nature of the Subpoenas Are Unprecedented

As we have previously stated, we are aware of no prior instance where any committee of Congress has ever sought to compel the production of information belonging to a foreign sovereign instrumentality. Nor are we aware of any attempt to compel the production of information in violation of foreign law and/or orders of a foreign court. The Subcommittee is not—as the January 29 Letter contends—merely issuing "subpoenas to U.S. businesses in furtherance of a legitimate congressional inquiry."[3] It is attempting an end run around well-established principles of extraterritoriality, sovereignty, and international comity by seeking access to the PIF's information through its U.S.-based advisors and consultants, McKinsey & Company, M. Klein & Co., Boston Consulting Group, and Teneo Strategy (collectively, the "Advisors"). Your January 29 Letter concedes as much, describing the Advisor subpoenas and the subpoena issued to USSA International, LLC as an attempt "to seek records from entities over which [the Subcommittee] has incontrovertible jurisdiction."[4] And indeed, the subpoenas require disclosure of documents that have no bearing to the physical territory of the United States.[5] For example, the subpoenas would

[2] In providing this response, the PIF expressly reserves all rights, immunities, and defenses, including under the Foreign Sovereign Immunities Act ("FSIA"), 28 U.S.C. §§ 1602, *et seq*. The PIF further reserves its right to supplement and/or amend its response at any time.

[3] January 29 Letter at 2. The examples of prior congressional investigations cited at footnote five of the January 29 Letter are inapposite as none of those cases involved a congressional subpoena targeting the information of a sovereign instrumentality.

[4] *Id*.

[5] The Subcommittee's February 1 Memorandum contends that the subpoenas "solely relate to the PIF's investments and commercial activities directed at the United States." *See* February 1 Memorandum at 1. Respectfully, that is not what the subpoenas say: there is, for example, no territorial restriction on the subpoenas' broad requests for records relating to advisory services on investments in sport (or other economic sectors). *See* Ex. A (Subpoenas *Deuces Tecum* Issued by the Senate Permanent Subcommittee on Investigations to McKinsey & Company, M. Klein & Co., Boston Consulting Group, and Teneo Strategy, Nov. 2, 2023).

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plainly reach records concerning projects in Brazil or South Korea, in which PIF invests and in connection with which an Advisor provides services.

The Subcommittee's attempt to compel the production of a sovereign instrumentality's documents and information contravenes the "principles of sovereign immunity, comity, and international reciprocity" that are "'deeply rooted' in [U.S.] laws and history."[6] The use of the congressional oversight authority as an end run around the laws, judicial orders, and sovereign interests of a foreign power and its instrumentalities also circumvents the traditional means that sovereigns employ to communicate information with one another—such as diplomatic channels and voluntary intergovernmental cooperation.[7] The Subcommittee's rejection of these channels of communication, and its issuance of congressional subpoenas to the Advisors to obtain the information instead, further undermines the values of comity, respect, and reciprocity which underly the international system. "[D]escribed as 'a golden rule among nations,'" comity requires "that each must give the respect to the laws, policies and interests of others that it would have others give to its own in the same or similar circumstances."[8]

The Subcommittee Had Notice of the Saudi Law Restrictions and Significant Sovereign Considerations from the Outset

The Subcommittee originally announced, in June 2023, that it was initiating an investigation into the Framework Agreement by and among PGA Tour, Inc., DP World Tour, and the PIF, dated as of May 30, 2023. Since that inquiry began, we have undertaken to be responsive to the Subcommittee's queries while ensuring that the laws and sovereign interests of the Kingdom of Saudi Arabia are respected.[9]

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[6] *Beierwaltes v. L'Office Federale de la Culture de la Confederation Suisse (Fed. Office of Culture of the Swiss Confederation)*, 999 F.3d 808, 817 (2d Cir. 2021) (quoting *Garb v. Republic of Poland*, 440 F.3d 579, 585 (2d Cir. 2006)).

[7] *See, e.g.*, H.R. Rep. No. 95-1817, at 9, 89-93 (1978) (detailing "intensive efforts by the Department of Justice [and] the Department of State" to conduct evidence gathering for the House Committee on Standards of Official Conduct's Korean Influence Investigation, which involved foreign parties "not subject to the jurisdiction of the committee" and necessitated "efforts by the Justice Department and the State Department to obtain" testimony "from officials of the ROK Government . . . through means other than compulsory process"); *see also* Morton Rosenberg, *When Congress Comes Calling: A Study on the Principles, Practices, and Pragmatics of Legislative Inquiry* 139-46 (2017).

[8] *Usoyan v. Republic of Turk.*, 6 F.4th 31, 48 (D.C. Cir. 2021).

[9] *See, e.g.*, Letter from Counsel for the Public Investment Fund to Senator Blumenthal (June 28, 2023); Letter from Counsel for the Public Investment Fund to Senator Blumenthal (Aug. 4, 2023); Letter from Counsel for the Public Investment Fund to Senator Blumenthal (Aug. 23, 2023) (hereinafter, "August 23 Letter"); Letter from Counsel for the Public Investment Fund to Senator Blumenthal (Jan. 12, 2024) (hereinafter, "January 12 Letter").

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The need to safeguard these interests only grew when the Subcommittee significantly changed course and began an inquiry far broader than the Framework Agreement, or golf, or sports investment. Rather, the Subcommittee seeks access to any and all records prepared in connection with every interest, investment, and even contemplated investment the PIF has outside of the Kingdom of Saudi Arabia (including in Europe, Asia, Africa, and Latin America), and all of the PIF's internal, confidential deliberations and considerations in carrying out its mandate on behalf of the people of the Kingdom of Saudi Arabia.

Notwithstanding the Subcommittee's prior awareness of the Saudi laws governing disclosure of the PIF's documents and information, as a sovereign instrumentality of the Kingdom of Saudi Arabia, the Subcommittee elected to pursue the PIF's documents and information by serving congressional subpoenas on the PIF's Advisors. And the Subcommittee has continued to demand production of the PIF's documents and information even in the face of binding orders from a Saudi court that prohibit the Advisors' disclosure of confidential PIF information.

Saudi Law and Saudi Court Orders Are Entitled to Respect

The PIF advised from the outset that the Subcommittee's subpoenas encompass confidential material restricted under Saudi law, including "classified" material under the Saudi Penal Law. We have been fully transparent on this point and have outlined in prior correspondence both the relevant Saudi laws protecting this information and the penalties they impose for improper disclosure[10]:

- Under the Penal Law on Dissemination and Disclosure of Classified Information and Documents (the "Penal Law"), both the PIF itself and those who do work for it—including the Advisors—are subject to restrictions on the disclosure of classified documents and information.[11]

- The Penal Law defines "Classified Documents" as "all types of media which contain classified information the disclosure of which prejudices the State's national security, interests, policies or rights, whether produced or received by its agencies" and separately defines "Classified Information" as "information an employee obtains, or is

[10] *See* January 12 Letter at 1-2; s*ee also* August 23 Letter at 2.

[11] *See* Ex. B (Penal Law on Dissemination and Disclosure of Classified Information and Documents, issued by Royal Decree No. (M/35) dated 8/5/1432H).

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privy to by virtue of his office, the disclosure of which undermines the State's national security, interests, policies, or rights."[12]

- A "public employee" for the purposes of the Penal Law is "any person who is assigned by a government entity or any other administrative authority to carry out a certain task," including an outside consultant or advisor.[13]

- The Penal Law imposes criminal penalties for disclosing or disseminating such information, including imprisonment for a maximum of twenty years, a fine not exceeding one million riyals, or both.[14]

- The Penal Law expressly provides that "if the crime is directly or indirectly committed for the sake of a foreign state or any person working therefor regardless of the form or manner in which it was committed" it is deemed an "aggravating circumstance."[15]

- The Penal Law further provides that "[g]overnment entities, including security agencies, shall notify the investigation authority if any of the crimes provided for in this Law is committed, and shall also notify the government entity where the suspect is employed[.]"[16] This means that the PIF, in its capacity as an administrative entity, has a legal obligation to notify the Kingdom's investigatory bodies of any unauthorized disclosure of its confidential information.

We have attached a letter from the PIF's Saudi counsel outlining the multiple Saudi statutes and rules governing nondisclosure of the PIF's information and the obligations of the PIF's advisors

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[12] Penal Law, Art. 1.

[13] *Id.*, Art. 3(2). Contrary to the suggestion made in the Subcommittee's February 1 Memorandum, this is not simply a matter of "choosing to have the[] contracts governed by Saudi law." February 1 Memorandum at 5. The Advisors elected to perform services for the PIF, an instrumentality of the Kingdom of Saudi Arabia, and the Advisors thereby became subject to Saudi laws protecting the PIF's confidential information and restricting its disclosure, separately from and in addition to their contractual agreement. *See also* Ex. C (Letter from Saudi Counsel for the Public Investment Fund to Senators Blumenthal and Johnson, Feb. 2, 2024) at 2.

[14] *Id.*, Art. 5. The Subcommittee's February 1 Memorandum appends a prior Subcommittee memo dated November 3, 2023, which alleges that "PIF may seek penalties under Saudi law [against the Advisors]." *See* February 1 Memorandum at Appendix A, p. 11. The PIF has no power to charge or initiate enforcement proceedings against the Advisors under the Penal Law. Such matters are handled by the appropriate investigative authorities within the Kingdom of Saudi Arabia. *See* Ex. C at 3.

[15] *Id.*, Art. 7(2).

[16] *Id.*, Art. 9.

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and consultants to maintain its confidentiality.[17] It is these Saudi laws with which your requests and subpoenas conflict.

We noted that, in inviting my client to provide the Subcommittee with "the legal bases for [the PIF's] assertions with appropriate citations," you quite specifically requested citations to only "U.S. law" and "international law."[18] In so framing its request, the Subcommittee is plainly failing to give due consideration to the governing Saudi laws, which bind both the PIF and the Advisors, and which the January 29 Letter remarkably does not even mention.

The Subcommittee decided to issue subpoenas to the Advisors even though the PIF had repeatedly informed both the Advisors and the Subcommittee of these Saudi law restrictions and penalties. With those subpoenas pending, which would have required both the PIF and the Advisors to violate Saudi law, the PIF had no choice but to seek court intervention. The PIF did so in the Administrative Court of Saudi Arabia, as required by the Saudi choice-of-law and forum selection clauses in the Advisor agreements. While the January 29 Letter refers to this as a "foreign forum,"[19] it is simply the correct forum and the one the parties chose. U.S. courts routinely recognize that forum selection clauses designating a specific forum for disputes are prima facie valid and should be respected and enforced.[20] This is because the contractual parties are typically in the best position to select the appropriate forum, including when that chosen forum is the Kingdom of Saudi Arabia.[21] U.S. companies routinely contract with parties around the world, and they agree to subject themselves to the laws of foreign jurisdictions all the time.[22] Equally, when foreign parties agree to submit themselves to U.S. law and U.S. courts, the United States has an

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[17] *See* Ex. C; *see also, e.g.*, Ex. B (Penal Law); Ex. D (Personal Data Protection Law, issued by Royal Decree No. (M/19) dated 9/2/1443 AH).

[18] *See* January 29 Letter at 3.

[19] *Id*.

[20] *See M/S Bremen v. Zapata Off-Shore Co.*, 407 U.S. 1, 8-20 (1972) ("[A] freely negotiated private international agreement, unaffected by fraud, undue influence, or overweening bargaining power, such as that involved here, should be given full effect."); *see also Martinez v. Bloomberg LP*, 740 F.3d 211, 219 (2d Cir. 2014) (citing *Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, 473 U.S. 614, 631 (1985) (*Bremen* establishes a "strong presumption in favor of enforcement of freely negotiated contractual choice-of-forum provisions")).

[21] *See D&S Consulting, Inc. v. Kingdom of Saudi Arabia*, 961 F.3d 1209, 1212 (D.C. Cir. 2020) (affirming dismissal of a U.S. action brought by a former contractor to the Kingdom of Saudi Arabia in favor of Saudi choice-of-law and forum selection clause); *see also id.* at 1214 (explaining that forum selection clauses reflect the parties' selection of an adequate forum to litigate their claims and protect their interests).

[22] *See Bremen*, 407 U.S. at 13-14 ("[A]greeing in advance on a forum acceptable to both parties is an indispensable element in international trade, commerce, and contracting.").

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interest in ensuring that those agreements are respected. This is an area in which U.S. law provides for respect for foreign law and a balanced approach.

The Saudi court proceedings are ongoing and the PIF, as well as each of the Advisors, has retained Saudi counsel, appeared in the action, filed multiple written submissions, and appeared for multiple hearings.[23] After receiving these submissions from the parties, the Saudi Administrative Court entered valid, binding interim orders enjoining the Advisors from disclosing the PIF's confidential documents.[24] Yet even now, after having been informed of the pending Saudi proceedings and the operative Saudi court orders, the Subcommittee continues to demand production of documents and information in violation of Saudi law and the pending injunctions. The Subcommittee's indifference to the Saudi court orders and Saudi law is inconsistent with the "respect" and "dignity" comity requires between co-equal sovereigns.[25]

The concept of international comity is a bedrock principle of the international legal system and guides the community of nations where, as here, a "'true conflict' exists between" different "implicated legal systems."[26] In such circumstances, U.S. courts have stated that "extreme caution" is warranted when one sovereign seeks to "enforce[] subpoenas that would require

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[23] The Subcommittee's February 1 Memorandum asserts that hearings in the Administrative Court have been postponed twice, "both times purportedly at the PIF's request." *See* February 1 Memorandum at 3. This is not accurate. As further described in Ex. C, these postponements have been granted either at the request of Advisors' counsel, or as a result of submissions filed by Advisors' counsel on the eve of a scheduled hearing. *See* Ex. C at 4-5.

[24] Judgement in Urgent Application No. 117, Public Investment Fund v. Boston Consulting Group Inc. and Boston Consulting Group International Inc., Administrative Case No. 8993 (dated 27/05/1445 AH, corresponding to Dec. 11, 2023 AD); Judgement in Urgent Application No. 119, Public Investment Fund v. Teneo Strategy LLC, Administrative Case No. 9022 (dated 05/06/1445, corresponding to Dec. 18, 2023 AD); Judgement in Urgent Application No. 116, Public Investment Fund v. McKinsey & Company Inc. and McKinsey & Company International Branch, Administrative Case No. 8990 (dated 05/06/1445, corresponding to Dec. 18, 2023 AD); Judgement in Urgent Application No. 125, Public Investment Fund v. The Klein Group LLC M. Klein & Company LLC, Administrative Case No. 8982 (dated 12/06/1445 AH, corresponding to Dec. 25, 2023 AD).

[25] *Bolivarian Republic of Venez. v. Helmerich & Payne Int'l Drilling Co.*, 581 U.S. 170, 179 (2017). The foundational principle of sovereign equality among states is also enshrined in international law. For example, the Charter of the United Nations is expressly "based on the principle of the sovereign equality of all [] Members." U.N. Charter art. 2(1).

[26] *In re Sealed Case*, 932 F.3d 915, 931 (D.C. Cir. 2019) (quoting *Hartford Fire Ins. Co. v. California*, 509 U.S. 764, 798 (1993)). *See also Societe Nationale Industrielle Aerospatiale v. United States Dist. Court for S. Dist.*, 482 U.S. 522, 546 (1987) ("[W]e have long recognized the demands of comity in suits involving foreign states, either as parties or as sovereigns with a coordinate interest in the litigation. American courts should therefore take care to demonstrate due respect for any special problem confronted by the foreign litigant on account of its nationality or the location of its operations, and for any sovereign interest expressed by a foreign state.") (citation omitted).

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recipients to violate a foreign sovereign's domestic laws."[27] Particularly so, as the Subcommittee has demanded that the PIF, a sovereign instrumentality, violate the laws of its own jurisdiction (which impose criminal penalties). And due to the Subcommittee's escalating demands, the Advisors apparently face a conflict between compliance with the Subcommittee's subpoenas and violating the binding Saudi court orders enjoining the Advisors from disclosing PIF materials that are restricted under Saudi law.

This resulting conflict raises issues of international comity that are widely recognized by U.S. courts, which require due consideration of the PIF's and the Kingdom of Saudi Arabia's concerns.[28] "Foreign states, no less than the United States, have legitimate interests in regulating conduct that occurs within their borders, involves their nationals, impacts their public and foreign policies, and implicates universal norms."[29] In particular, the Kingdom of Saudi Arabia possesses significant interests in ensuring compliance with its own courts' orders and that the PIF, an instrumentality of the Kingdom of Saudi Arabia, complies with Saudi laws protecting the PIF's classified and sensitive information.

The exceedingly broad scope of information requested in the subpoenas also counsels against demanding the Advisors' compliance in violation of the binding Saudi court orders. The Subcommittee's sweeping requests are exactly the type of "generalized search[] for information" that comity "discourage[s]," particularly when such searches implicate classified information for which disclosure "is prohibited under foreign law."[30] This is especially the case after the Subcommittee's investigation expanded from its initial focus on professional golf to seeking voluminous documents and information, including any document touching in practically any way on the Advisors' work for the PIF, the PIF's investments in sports worldwide, and any PIF "current or planned" investment in the United States. The Advisor subpoenas seek disclosure of, among other things, PIF confidential data, its policy decisions, and its vision and objectives to protect the interests and economic security of the people of the Kingdom of Saudi Arabia. What is more, the fact that the requests encompass documents and information created for and by PIF officials in the

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[27] *In re Sealed Case*, 932 F.3d 915, 939 (D.C. Cir. 2019); *see also FTC v. Compagnie de Saint-Gobain-Pont-A-Mousson*, 636 F.2d 1300, 1327 n.150 (D.C. Cir. 1980) ("Principles of international comity require that domestic courts not take action that may cause the violation of another nation's laws.").

[28] *See, e.g.*, *Aerospatiale*, 482 U.S. at 543-44 & n.27 (explaining that "[c]omity refers to the spirit of cooperation in which a domestic tribunal approaches the resolution of cases touching the laws and interests of other sovereign states" and requires a "particularized analysis of the respective interests of the foreign nation").

[29] *Mujica v. AirScan Inc.*, 771 F.3d 580, 607 (9th Cir. 2014).

[30] *In re Rubber Chems. Antitrust Litig.*, 486 F. Supp. 2d 1078, 1083 (N.D. Cal. 2007); *see also Wultz v. Bank of China Ltd.*, 910 F. Supp. 2d 548, 555-56 (S.D.N.Y. 2012) (declining to order production "to the extent that plaintiffs' narrowed discovery requests call for the production of confidential regulatory documents created by the Chinese government whose production is clearly prohibited under Chinese law").

Kingdom of Saudi Arabia and containing information that originated in the Kingdom also weighs in favor of affording recognition to the Saudi court orders under principles of comity.[31]

The PIF Nonetheless Continues to Cooperate in Good Faith and Consistent with Its Status and Obligations

Your January 29 Letter ignores that, in spite of all of the above, my client is making extraordinary efforts to facilitate the Subcommittee's investigation on its extremely aggressive timeline. The PIF has undertaken, and continues to conduct, a careful examination of documents identified by the Advisors for potential production to the Subcommittee, with the assistance of Saudi counsel, to ensure compliance with pending Saudi court injunctions and Saudi law. This extensive process has entailed hundreds of hours of review and has necessitated the involvement of dozens of stakeholders across the PIF's organization, including personnel in its Risk, Compliance, Investment, and Legal functions, as well as outside counsel. As U.S. Senators and leaders of the Subcommittee, I am sure you can understand the obligation of a sovereign instrumentality to ensure that duly enacted laws—and valid court orders—are abided by and information bearing on the national interest of a sovereign state is appropriately safeguarded. My client's efforts in service of those goals do not cast doubt on its good faith, and I respectfully reject your assertion to the contrary.

This process is active and accelerating, with thousands of documents presently under review.[32] Each document is reviewed on a page-by-page basis with careful and deliberate attention. The PIF requires sufficient time to engage in this review process consistent with its obligations under Saudi law, just as the U.S. government and its instrumentalities must undertake legally mandated measures to review and evaluate requests for disclosure of sensitive information, such as declassification review (a process which can routinely take federal agencies upwards of one year to complete).[33]

In the days prior to your January 29 Letter, the PIF notified the Advisors of its non-objection to the disclosure of certain information in more than 1,000 pages of substantive

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[31] *E.g.*, *Owen v. Elastos Found.*, 343 F.R.D. 268, 287 (S.D.N.Y. 2023) (finding that "most of the documents and data that defendants have declined to produce . . . originated in China" and thus this comity factor weighed against disclosure); *see also id.* (explaining that, in the comity context, "the pertinent question is not where the data is currently stored (or can be accessed); it is where it originated" (internal quotation marks and citations omitted)).

[32] In connection with this ongoing review, the PIF has determined that it is able to authorize the production of significant records related to Project Wedge and the PIF's investment in the sport of golf, subject to redactions in line with Saudi legal requirements.

[33] *See* 32 C.F.R. § 2001.33(a)(2) ("In responding to mandatory declassification review requests, agencies shall make a final determination within one year from the date of receipt.").

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presentations and correspondence, including certain materials reflecting final deliverables related to the PIF's investment in LIV Golf. What is more, as a result of the diligent review that we have been undertaking with the Advisors, we have confirmed to the Advisors in the past several days the PIF's position that several thousand additional pages of materials related to U.S. investments in professional golf and other investments can be produced to the Subcommittee, with redactions necessary to comply with Saudi law. Given this progress and ongoing work, we respectfully contend that the Subcommittee's planned February 6, 2024 hearing on the Advisors' "subpoena compliance" is premature and unnecessary.

* * *

The PIF is proud of its investments and is confident that its support for forward-thinking companies will facilitate growth, economic opportunity, and job creation in the United States, the Kingdom of Saudi Arabia, and around the world. The PIF has invested nearly $60 billion in the United States since 2017, and its investments are expected to contribute $109 billion to U.S. GDP and support 116,000 jobs in the U.S. labor market.

The current posture of the Subcommittee's investigation, as outlined herein, is a result of an attempt to compel production of documents of a foreign instrumentality that are protected by foreign laws. Our commitment is to continue working, in good faith, to ensure that the Subcommittee is provided with documents that can be produced in accordance with the restrictions set forth in the laws of the Kingdom of Saudi Arabia. That commitment, however, must abide the PIF's and Governor Al-Rumayyan's obligations to comply with the laws of the Kingdom of Saudi Arabia and the principles of international comity that facilitate strong, mutually respectful relationships between states. We remain hopeful that the Subcommittee will recognize the importance of these principles and approach future engagements in the same spirit of good faith.

Please let me know if you have any questions.

Sincerely,

Raphael A. Prober
Counsel for the PIF

Enclosures

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Exhibit A

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UNITED STATES OF AMERICA

Congress of the United States

To Sharon Marcil
Managing Director and Senior Partner; North America Chair
Boston Consulting Group Incorporated
200 Pier 4 Boulevard
Boston, Massachusetts 02210

Greeting:

Pursuant to lawful authority, YOU ARE HEREBY COMMANDED to appear before the SENATE PERMANENT SUBCOMMITTEE ON INVESTIGATIONS OF THE COMMITTEE ON HOMELAND SECURITY AND GOVERNMENTAL AFFAIRS of the Senate of the United States, on December 4, 2023 at 6:00 o'clock p.m., in Russell Senate Office Building 199, then and there to testify what you may know relative to the subject matters under consideration by said Subcommittee, and produce all materials as set forth in Schedule A, attached hereto and made a part hereof.

Hereof fail not, as you will answer your default under the pains and penalties in such cases made and provided.

To any authorized Committee staff or any United States Marshal or their designee to serve and return.

Personal appearance in Washington, D.C., waived if subpoenaed materials are produced to the Subcommittee on or before the herein appointed date and time.

Given under my hand, by authority vested in me by the Committee, on this 2nd day of November, 2023.

Chairman, Senate Permanent Subcommittee on Investigations of the Committee on Homeland Security & Governmental Affairs

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SCHEDULE A

1. All records referring or relating to any consulting, advisory, or other services performed for the Public Investment Fund, excluding consulting, advisory, or other services related solely to investments in entities incorporated in the Kingdom of Saudi Arabia or assets based in the Kingdom of Saudi Arabia.
2. All records referring or relating to the Public Investment Fund's investments in sports, including but not limited to the PGA Tour, LIV Golf, and Project Wedge.
3. All records referring or relating to any current or planned investment or other activities by the Public Investment Fund in entities or assets located, based, or incorporated in the United States, including but not limited to any investments in furtherance of Saudi Vision 2030.
4. Records reflecting:
    a. Any and all engagements between BCG and the Public Investment Fund, including but not limited to contracts for those engagements, excluding consulting, advisory, or other services related solely to investments in entities incorporated in the Kingdom of Saudi Arabia or assets based in the Kingdom of Saudi Arabia; and
    b. the name, position, and office location of any BCG employees who have worked on any of BCG's engagements with the Public Investment Fund, excluding employees who have worked solely on consulting, advisory, or other services related solely to investments in entities incorporated in the Kingdom of Saudi Arabia or assets based in the Kingdom of Saudi Arabia.

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For purposes of this subpoena:

The documents subpoenaed include all those that are in the custody, control, or possession, or within the right of custody, control, or possession of BCG or its agents, employees, or representatives.

Documents should be produced in their entirety, without abbreviation, modification, or redaction, including all attachments and materials affixed thereto.

All documents should be produced in the same order as they are kept or maintained in the ordinary course, or the documents should be organized and labeled to correspond to the categories of the documents requested. Parties subject to this subpoena are subject to a duty to supplement with respect to each request. Each category of documents subpoenaed shall be construed independently, and no category shall be viewed as limiting the scope of any other category.

If the subpoena cannot be complied with in full, it shall be complied with to the extent possible, with an explanation of why full compliance is not possible. Any document withheld on the basis of privilege shall be identified on a privilege log submitted with response to this subpoena. The log shall state the date of the document, its author, his or her occupation and employer, all recipients, the title and/or subject matter, the privilege claimed and a brief explanation of the basis of the claim of privilege. If any document responsive to this subpoena was, but no longer is, in your custody, control, or possession, identify the document and explain the circumstances by which it ceased to be in your custody, control, or possession.

Documents shall be delivered as delimited text with images and native files in accordance with the attached Data Delivery Standards.

Alternatively, all documents derived from word processing programs, email applications, instant message logs, spreadsheets, and wherever else practicable, shall be produced in text searchable PDF format. Spreadsheets shall also be provided in their native format. Audio and video files shall be produced in their native format, although picture files associated with email or word processing programs shall be produced in PDF format along with the document it is contained in or to which it is attached.

Other than native files produced along with TIFF images in accordance with the attached Data Delivery Standards, every page of material produced to the Subcommittee must contain a unique Bates number. All files produced shall be named according to the Bates range that file contains (e.g. YourCo-00001-YourCo-00035).

Documents produced on paper (those from paper files that you choose to produce as such) shall not contain any permanent fasteners (i.e. staples), but shall be separated based on the divisions between documents as it is maintained in the custodian's files by non-permanent fasteners (e.g. paper clips, binder clips, rubber bands) or a non-white flip sheet.

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Definitions:

1. The term Public Investment Fund includes, but is not limited to, the Public Investment Fund of Saudi Arabia, and any subsidiaries, divisions, partnerships, properties, affiliates, branches, groups, special purpose entities, joint ventures, predecessors, successors, or any other entity in which the Public Investment Fund had or has a controlling interest—including, but not limited to, USSA International LLC, Sanabil Investments, and the Future Investment Initiative Institute—and all the officers, directors, employees, agents, or general partners of those entities.

2. The term BCG includes, but is not limited to Boston Consulting Group Incorporated, and any subsidiaries, divisions, partnerships, properties, affiliates, branches, groups, special purpose entities, joint ventures, predecessors, successors, or any other entity in which Boston Consulting Group Incorporated had or has a controlling interest, and all the officers, directors, employees, agents, or general partners of those entities.

3. The term "entity" means a corporation, partnership, limited partnership, limited liability company, joint venture, business trust, or any other form or organization by which business or financial transactions are carried out.

4. The term "record" includes any written, recorded, or graphic matter of any nature whatsoever, regardless of how recorded, and whether original or copy, including but not limited to the following: agreements; papers; memoranda; correspondence; reports; studies; reviews; analyses; graphs; marketing materials; brochures; diagrams; photographs; charts; tabulations; presentations; working papers; records; records of interviews; desk files; notes; letters; notices; confirmations; telegrams; faxes; telexes, receipts; appraisals; interoffice and intra office communications; electronic mail (e-mail); contracts; cables; recordings; notations or logs of any type of conversation, telephone call, meeting or other communication; bulletins; printed matter; computer printouts; teletype; invoices; transcripts; audio or video recordings; statistical or informational accumulations; data processing cards or worksheets; computer stored and generated documents; computer databases; computer disks and formats; machine readable electronic files or records maintained on a computer; diaries; questionnaires and responses; data sheets; summaries; minutes; bills; accounts; estimates; projections; comparisons; messages; correspondence; electronically stored information and similar or related materials. A document bearing any notation not a part of the original text is to be considered a separate document. A draft or non-identical copy is a separate document within the meaning of this term.

5. The term "relating to" means involving, concerning, referring to, describing, evidencing, or constituting.

6. The terms "and" and "or" shall be construed broadly and either conjunctively or disjunctively to bring within the scope of this subpoena any information that might otherwise be construed to be outside its scope. The term "any" means both any and all. The singular includes the plural number, and vice versa. The masculine includes the feminine and neuter genders. The use of a verb in any tense, mood, or voice shall be construed as the use of the verb in all other

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tenses, moods, or voices, as necessary to bring within the scope of this subpoena any information that might otherwise be construed to be outside its scope.

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PROCEDURES FOR TRANSMITTING DOCUMENTS TO THE U.S. SENATE PERMANENT SUBCOMMITTEE ON INVESTIGATIONS

Due to security procedures at the U.S. Senate, the following are guidelines for transmitting documents to the Permanent Subcommittee on Investigations.

VIA PERSONAL DELIVERY AND/OR COURIER SERVICE:

Deliveries during normal business hours (9:00 am to 5:00 pm) should be brought in an unsealed envelope directly to the Russell Senate Office Building Room 199 and dropped off with Subcommittee Clerk Kate Kielceski.

VIA FILE-SHARING SITE:

Before providing any production electronically through a file-sharing site or similar online platform, please discuss these arrangements with Subcommittee staff to ensure the production meets Subcommittee standards and appropriate staff have access.

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DO NOT SEND PACKAGES VIA U.S. POSTAL SERVICE:

Packages sent via the U.S. Postal Service are irradiated. Irradiation causes disintegration of the documents being shipped, often rendering them unusable. Discs have been known to arrive melted due to the irradiation process.

Any questions regarding the transmittal of documents to the Subcommittee can be directed to Subcommittee Clerk Kate Kielceski at 202-224-9868 or Kate_Kielceski@hsgac.senate.gov.

Updated September 2021

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Data Delivery Standards
Permanent Subcommittee on Investigations
United States Senate

The following document describes the technical requirements for electronic productions produced to the Senate Permanent Subcommittee on Investigations ("PSI"). **Any proposed formats other than what is listed below (including databases) should not be produced without prior discussion with PSI staff.** PSI uses Concordance 10 and Concordance Image 5.

General Instructions:

1. Provide a cover letter with each production which includes the Bates range and a general description of the documents. The cover letter should also summarize the number of records, images, emails and attachments in the production.
2. Produce documents in the same form that they were created or maintained. Documents created or stored electronically should not be produced in hard copy.
3. Deliver data on CD, DVD, or hard drive. Hard drives with external power supplies are preferred. The smallest number of media is requested.
4. Label all media submitted. Include on the label at least the following information: producing party, production date, Bates range, and disk number, if applicable.
5. Provide all passwords for documents, files, or compressed archives provided in the production.
6. To the extent practicable, de-duplication of email and native file productions is preferred.
7. Overview of preferred formats for production:
    a. Paper Documents – Scanned paper converted/processed to TIFF files, Bates numbered, and includes OCR text.
    b. Email Collections – Electronic mail converted/processed to TIFF files for the email and attachment(s), Bates numbered, includes a link to the email or native file, and includes full text.
    c. Native Files – Electronic documents converted/processed to TIFF files, Bates numbered, includes a link to the native file, and includes full text.

A. Paper Documents:

1) **Image files.** Images must be Group IV TIFF files (single or multi-page files). All images should be Bates numbered. The number of files per folder should be limited to 1,000 files.

2) **Delimited Text file.** At a minimum, this file must contain an IMAGEID field (image key used to reference images in Concordance Image). The image key must be unique, fixed length, and CANNOT be the Bates number of the document. Bates numbers (endorsed on the documents and included in the delimited text file) MUST be delivered in a consistent manner for sorting purposes. For example, if the first production delivered is Bates stamped ABC-0000001-ABC-0005267, subsequent productions with the same prefix should have the same format (spaces, dashes, etc.) and the same number of digits, not ABC 0005268, ABC0005268 or ABC-00005268. The delimited text file must also include a header record. The delimiters for the file should be as follows:

    Comma – ASCII character 20
    Quote – ASCII character 254
    Newline – ASCII character 174

3) **OCR Text.** The OCR text provided to the PSI can be delivered two ways. (1) The OCR text can be delivered as multi-page ASCII files. The name of the file must match the IMAGEID field. (2) The OCR text can be included in the Delimited Text file (OCRTEXT field). Option 1 is preferred.

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If possible (regardless of delivery method), please place page markers at the beginning or end of each OCR text page as shown:

*** LA000001 ***

The data surrounded by *** is the Concordance Image ImageID.

4) **Concordance Image Cross-Reference file.** The Concordance Image cross-reference file is a comma delimited file consisting of six fields per line. There must be a line in the cross-reference file for every image in the database. The format for the file is as follows:

ImageID,VolumeLabel,ImageFilePath,DocumentBreak,FolderBreak,BoxBreak,PageCount

- *ImageID*: The unique designation that Concordance and Concordance Image use to identify an image.
- *VolumeLabel*: Optional.
- *ImageFilePath:* The full path to the image file.
- *DocumentBreak:* If this field contains the letter "Y," then this is the first page of a document. If this field is blank, then this page is not the first page of a document.
- *FolderBreak:* Leave empty.
- *BoxBreak:* Leave empty.
- *PageCount:* Optional.

B. <u>Email Collections:</u>

Preferred Format: Delimited Text with Images and Native Attachments

1) **Image files.** The producing party will provide a TIFF image for each page of the email and attachment(s). Images must be Group IV TIFF files (single or multi-page files). All images should be Bates numbered. The number of TIFF files per folder should be limited to 1,000 files. Refer to the Paper Documents section for Bates and image key numbering rules.

2) **Native files.** The producing party will provide a copy of the email and native attachment files. The number of native files per folder should be limited to 1,000 files.

3) **Delimited Text file.** The text and metadata of the email and the attachment(s) is extracted and entered in the appropriate fields and provided as an ASCII delimited text file. The email will be the "*parent*" and the attachment(s) will be the "*child.*" An email may have more than one *child*. The *child* attachment's Bates number will be listed in the *parent* email's coded fields under *CHILD_BATES*. If there is more than one attachment, list the first Bates number of each attachment and separate them by semi-colons (;). The *parent* email's Bates number will be listed in the *child(s)* attachment(s) under *PARENT_BATES*. The *child/children* will immediately follow the parent record. The following is a field definition table of the data requested.

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Field Definitions - Email

Field	Comment
BEGBATES	First Bates number of email
ENDBATES	Last Bates number of email
BEGATTACH	First Bates number of attachment range
ENDATTACH	Last Bates number of attachment range
PARENT_BATES	First Bates number of parent email
CHILD_BATES	First Bates number of "child" attachment(s); can be more than one Bates number listed; depends on number of attachments
CUSTODIAN	Mailbox where the email resided
FROM	Sender
TO	Recipient(s)
CC	Carbon copy recipient(s)
BCC	Blind carbon copy recipient(s)
SUBJECT	Subject of the email
DATE_SENT	Date the email was sent
TIME_SENT	Time the email was sent; must be a separate field and cannot be combined with the DATE_SENT field
HYPERLINK	Hyperlink to the email
FILE_EXTEN	The file extension of the email; will vary depending on the email format
AUTHOR	Empty for email
DATE_CREATED	Empty for email
TIME_CREATED	Empty for email
DATE_MOD	Empty for email
TIME_MOD	Empty for email
DATE_ACCESSD	Empty for email
TIME_ACCESSD	Empty for email
PRINTED_DATE	Empty for email
FILE_SIZE	Size of email in KB
INTFILEPATH	Location of email
MESSAGE ID	Unique Identifier from the email system used to duplicate emails
CONVERSION ID	Identifier from the email system used to group and manage related emails
CONVERSATION INDEX	Identifier from the email system used to group and manage related emails
HASHVALUE	Value generated for deduplication
TEXT	Text of the email

Field Definitions - Attachment

Field	Comment
BEGBATES	First Bates number of attachment
ENDBATES	Last Bates number of attachment
BEGATTACH	First Bates number of the attachment range
ENDATTACH	Last Bates number of the attachment range
PARENT_BATES	First Bates number of parent email
CHILD_BATES	First Bates number of "child" attachment(s); can be more than one Bates number listed; depends on number of attachments
CUSTODIAN	Mailbox where the email resided

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FROM	Empty for attachment
TO	Empty for attachment
CC	Empty for attachment
BCC	Empty for attachment
SUBJECT	Empty for attachment
DATE_SENT	Empty for attachment
TIME_SENT	Empty for attachment
HYPERLINK	Hyperlink to the native attachment
FILE_EXTEN	The file extension will vary depending on the document type
AUTHOR	Attachment/native file metadata
DATE_CREATED	Attachment metadata
TIME_CREATED	Time the attachment was created; must be a separate field and cannot be combined with the DATE_CREATED field
DATE_MOD	Attachment metadata
TIME_MOD	Time the attachment was modified; must be a separate field and cannot be combined with the DATE_MOD field
DATE_ACCESSD	Attachment metadata
TIME_ACCESSD	Time the attachment was accessed; must be a separate field and cannot be combined with the DATE_ACCESSD field
PRINTED_DATE	Attachment metadata
FILE_SIZE	Size of file in KB
INTFILEPATH	Path where attachment file was stored
HASHVALUE	Value generated for deduplication
TEXT	Text of the attachment

The delimited text file must include a header record. Please refer to the Paper Documents section for ASCII character assignments.

4) **Full Text.** When the full text is not provided in the ASCII delimited text file or if text exceeds 12MB in the TEXT field, the full text provided to the PSI can be delivered as multi-page ASCII files. The name of the file must match the image key field. Any document in which text cannot be extracted should be OCR'd, particularly in the case of PDFs without embedded text.

5) **Concordance Image Cross-Reference file.** The Concordance Image cross-reference file is a comma delimited file consisting of six fields per line. There must be a line in the cross-reference file for every image in the database. Refer to the Paper Documents section for file format.

C. <u>Native Files:</u>

Preferred Format: Delimited Text with Images and Links to Native Files:

1. **Image files.** The producing party will provide a TIFF image of the native files. Images must be Group IV TIFF files (single or multi-page files). All images should be Bates numbered. The number of TIFF files per folder should be limited to 1,000 files. Refer to the Paper Documents section for Bates and image key numbering rules.

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2. **Native files.** The producing party will provide a copy of the native files. The number of native files per folder should be limited to 1,000 files.

3. **Delimited Text file.** An ASCII delimited file containing the metadata associated with the file, text extracted from the native file, and a directory path to the native file. The fields to be included in the production are as follows:

FIELD	COMMENT
BEGBATES	First Bates number of native file
ENDBATES	Last Bates number of native file
CUSTODIAN	Individual from whom the documents originated
HYPERLINK	Hyperlink to native file
AUTHOR	
DATE_CREATED	
TIME_CREATED	Time the document was created; must be a separate field and cannot be combined with the DATE_CREATED field
DATE_MOD	
TIME_MOD	Time the document was modified; must be a separate field and cannot be combined with the DATE_MOD field
DATE_ACCESSD	
TIME_ACCESSD	Time the attachment was accessed; must be a separate field and cannot be combined with the DATE_ACCESSD field
PRINTED_DATE	
FILE_SIZE	Size of file in KB
PATH	Path where native file was stored
HASHVALUE	Value generated for deduplication
TEXT	Text extracted from native file.

The delimited text file must include a header record. Please refer to the Paper Documents section for ASCII character assignments.

4. **Full Text.** When the full text is not provided in the ASCII delimited text file or if text exceeds 12MB in the TEXT field, the full text provided to the PSI can be delivered as multi-page ASCII files. The name of the file must match the image key field. Any document in which text cannot be extracted should be OCR'd, particularly in the case of PDFs without embedded text.

5. **Concordance Image Cross-Reference file.** The Concordance Image cross-reference file is a comma delimited file consisting of six fields per line. There must be a line in the cross-reference file for every image in the database. Refer to the Paper Documents section for file format.

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If Unable to Comply with Format Described Above:

Any proposed formats other than what is listed above should not be produced without prior discussion with PSI staff.

All documents derived from word processing programs, email applications, instant message logs, spreadsheets, and wherever else practicable, may be produced in text searchable PDF format. Spreadsheets shall also be provided in their native form. Audio and video files shall be produced in their native format, although picture files associated with email or word processing programs shall be produced in PDF format along with the document it is contained in or to which it is attached.

Native files may be delivered in Custodian named folders.

If PDFs are delivered, all PDF files must meet the following requirements:

1. All PDFs must be unitized i.e. each PDF represents a discrete document; a single PDF cannot contain multiple documents
2. All PDFs must contain embedded text to include all discernable words within the document, not selected text.
3. The PDF file will be named as the Bates range, with all document text contained within.

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UNITED STATES OF AMERICA

Congress of the United States

To Michael Klein
M. Klein & Company LLC
640 5th Avenue, Floor 12
New York, New York 10019

Greeting:

Pursuant to lawful authority, YOU ARE HEREBY COMMANDED to appear before the SENATE PERMANENT SUBCOMMITTEE ON INVESTIGATIONS OF THE COMMITTEE ON HOMELAND SECURITY AND GOVERNMENTAL AFFAIRS of the Senate of the United States, on December 4, 2023 at 6:00 o'clock p.m., in Russell Senate Office Building 199, then and there to testify what you may know relative to the subject matters under consideration by said Subcommittee, and produce all materials as set forth in Schedule A, attached hereto and made a part hereof.

Hereof fail not, as you will answer your default under the pains and penalties in such cases made and provided.

To any authorized Committee staff or any United States Marshal or their designee to serve and return.

Personal appearance in Washington, D.C., waived if subpoenaed materials are produced to the Subcommittee on or before the herein appointed date and time.

Given under my hand, by authority vested in me by the Committee, on this 2nd day of November, 2023.

Chairman, Senate Permanent Subcommittee on Investigations of the Committee on Homeland Security & Governmental Affairs

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SCHEDULE A

1. All records referring or relating to any consulting, advisory, or other services performed for the Public Investment Fund, excluding consulting, advisory, or other services related solely to investments in entities incorporated in the Kingdom of Saudi Arabia or assets based in the Kingdom of Saudi Arabia.
2. All records referring or relating to the Public Investment Fund's investments in sports, including but not limited to the PGA Tour, LIV Golf, and Project Wedge.
3. All records referring or relating to any current or planned investment or other activities by the Public Investment Fund in entities or assets located, based, or incorporated in the United States, including but not limited to any investments in furtherance of Saudi Vision 2030.
4. Records reflecting:
    a. Any and all engagements between M. Klein Co. and the Public Investment Fund, including but not limited to contracts for those engagements, excluding consulting, advisory, or other services related solely to investments in entities incorporated in the Kingdom of Saudi Arabia or assets based in the Kingdom of Saudi Arabia; and
    b. the name, position, and office location of any M. Klein Co. employees who have worked on any of M. Klein Co.'s engagements with the Public Investment Fund, excluding employees who have worked solely on consulting, advisory, or other services related solely to investments in entities incorporated in the Kingdom of Saudi Arabia or assets based in the Kingdom of Saudi Arabia.

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For purposes of this subpoena:

The documents subpoenaed include all those that are in the custody, control, or possession, or within the right of custody, control, or possession of M. Klein Co. or its agents, employees, or representatives.

Documents should be produced in their entirety, without abbreviation, modification, or redaction, including all attachments and materials affixed thereto.

All documents should be produced in the same order as they are kept or maintained in the ordinary course, or the documents should be organized and labeled to correspond to the categories of the documents requested. Parties subject to this subpoena are subject to a duty to supplement with respect to each request. Each category of documents subpoenaed shall be construed independently, and no category shall be viewed as limiting the scope of any other category.

If the subpoena cannot be complied with in full, it shall be complied with to the extent possible, with an explanation of why full compliance is not possible. Any document withheld on the basis of privilege shall be identified on a privilege log submitted with response to this subpoena. The log shall state the date of the document, its author, his or her occupation and employer, all recipients, the title and/or subject matter, the privilege claimed and a brief explanation of the basis of the claim of privilege. If any document responsive to this subpoena was, but no longer is, in your custody, control, or possession, identify the document and explain the circumstances by which it ceased to be in your custody, control, or possession.

Documents shall be delivered as delimited text with images and native files in accordance with the attached Data Delivery Standards.

Alternatively, all documents derived from word processing programs, email applications, instant message logs, spreadsheets, and wherever else practicable, shall be produced in text searchable PDF format. Spreadsheets shall also be provided in their native format. Audio and video files shall be produced in their native format, although picture files associated with email or word processing programs shall be produced in PDF format along with the document it is contained in or to which it is attached.

Other than native files produced along with TIFF images in accordance with the attached Data Delivery Standards, every page of material produced to the Subcommittee must contain a unique Bates number. All files produced shall be named according to the Bates range that file contains (e.g. YourCo-00001-YourCo-00035).

Documents produced on paper (those from paper files that you choose to produce as such) shall not contain any permanent fasteners (i.e. staples), but shall be separated based on the divisions between documents as it is maintained in the custodian's files by non-permanent fasteners (e.g. paper clips, binder clips, rubber bands) or a non-white flip sheet.

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Definitions:

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2. The term M. Klein Co. includes, but is not limited to M. Klein & Company LLC, and any subsidiaries, divisions, partnerships, properties, affiliates, branches, groups, special purpose entities, joint ventures, predecessors, successors, or any other entity in which M. Klein & Company LLC had or has a controlling interest, and all the officers, directors, employees, agents, or general partners of those entities.

3. The term "entity" means a corporation, partnership, limited partnership, limited liability company, joint venture, business trust, or any other form or organization by which business or financial transactions are carried out.

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Permanent Subcommittee on Investigations
United States Senate

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3. Deliver data on CD, DVD, or hard drive. Hard drives with external power supplies are preferred. The smallest number of media is requested.
4. Label all media submitted. Include on the label at least the following information: producing party, production date, Bates range, and disk number, if applicable.
5. Provide all passwords for documents, files, or compressed archives provided in the production.
6. To the extent practicable, de-duplication of email and native file productions is preferred.
7. Overview of preferred formats for production:
    a. Paper Documents – Scanned paper converted/processed to TIFF files, Bates numbered, and includes OCR text.
    b. Email Collections – Electronic mail converted/processed to TIFF files for the email and attachment(s), Bates numbered, includes a link to the email or native file, and includes full text.
    c. Native Files – Electronic documents converted/processed to TIFF files, Bates numbered, includes a link to the native file, and includes full text.

A. Paper Documents:

1) **Image files.** Images must be Group IV TIFF files (single or multi-page files). All images should be Bates numbered. The number of files per folder should be limited to 1,000 files.

2) **Delimited Text file.** At a minimum, this file must contain an IMAGEID field (image key used to reference images in Concordance Image). The image key must be unique, fixed length, and CANNOT be the Bates number of the document. Bates numbers (endorsed on the documents and included in the delimited text file) MUST be delivered in a consistent manner for sorting purposes. For example, if the first production delivered is Bates stamped ABC-0000001-ABC-0005267, subsequent productions with the same prefix should have the same format (spaces, dashes, etc.) and the same number of digits, not ABC 0005268, ABC0005268 or ABC-00005268. The delimited text file must also include a header record. The delimiters for the file should be as follows:

    Comma – ASCII character 20
    Quote – ASCII character 254
    Newline – ASCII character 174

3) **OCR Text.** The OCR text provided to the PSI can be delivered two ways. (1) The OCR text can be delivered as multi-page ASCII files. The name of the file must match the IMAGEID field. (2) The OCR text can be included in the Delimited Text file (OCRTEXT field). Option 1 is preferred.

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If possible (regardless of delivery method), please place page markers at the beginning or end of each OCR text page as shown:

*** LA000001 ***

The data surrounded by *** is the Concordance Image ImageID.

4) **Concordance Image Cross-Reference file.** The Concordance Image cross-reference file is a comma delimited file consisting of six fields per line. There must be a line in the cross-reference file for every image in the database. The format for the file is as follows:

ImageID,VolumeLabel,ImageFilePath,DocumentBreak,FolderBreak,BoxBreak,PageCount

- *ImageID*: The unique designation that Concordance and Concordance Image use to identify an image.
- *VolumeLabel*: Optional.
- *ImageFilePath:* The full path to the image file.
- *DocumentBreak:* If this field contains the letter "Y," then this is the first page of a document. If this field is blank, then this page is not the first page of a document.
- *FolderBreak:* Leave empty.
- *BoxBreak:* Leave empty.
- *PageCount:* Optional.

B. <u>Email Collections:</u>

Preferred Format: Delimited Text with Images and Native Attachments

1) **Image files.** The producing party will provide a TIFF image for each page of the email and attachment(s). Images must be Group IV TIFF files (single or multi-page files). All images should be Bates numbered. The number of TIFF files per folder should be limited to 1,000 files. Refer to the Paper Documents section for Bates and image key numbering rules.

2) **Native files.** The producing party will provide a copy of the email and native attachment files. The number of native files per folder should be limited to 1,000 files.

3) **Delimited Text file.** The text and metadata of the email and the attachment(s) is extracted and entered in the appropriate fields and provided as an ASCII delimited text file. The email will be the "*parent*" and the attachment(s) will be the "*child.*" An email may have more than one *child*. The *child* attachment's Bates number will be listed in the *parent* email's coded fields under *CHILD_BATES*. If there is more than one attachment, list the first Bates number of each attachment and separate them by semi-colons (;). The *parent* email's Bates number will be listed in the *child(s)* attachment(s) under *PARENT_BATES*. The *child/children* will immediately follow the parent record. The following is a field definition table of the data requested.

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Field Definitions - Email

Field	Comment
BEGBATES	First Bates number of email
ENDBATES	Last Bates number of email
BEGATTACH	First Bates number of attachment range
ENDATTACH	Last Bates number of attachment range
PARENT_BATES	First Bates number of parent email
CHILD_BATES	First Bates number of "child" attachment(s); can be more than one Bates number listed; depends on number of attachments
CUSTODIAN	Mailbox where the email resided
FROM	Sender
TO	Recipient(s)
CC	Carbon copy recipient(s)
BCC	Blind carbon copy recipient(s)
SUBJECT	Subject of the email
DATE_SENT	Date the email was sent
TIME_SENT	Time the email was sent; must be a separate field and cannot be combined with the DATE_SENT field
HYPERLINK	Hyperlink to the email
FILE_EXTEN	The file extension of the email; will vary depending on the email format
AUTHOR	Empty for email
DATE_CREATED	Empty for email
TIME_CREATED	Empty for email
DATE_MOD	Empty for email
TIME_MOD	Empty for email
DATE_ACCESSD	Empty for email
TIME_ACCESSD	Empty for email
PRINTED_DATE	Empty for email
FILE_SIZE	Size of email in KB
INTFILEPATH	Location of email
MESSAGE ID	Unique Identifier from the email system used to duplicate emails
CONVERSION ID	Identifier from the email system used to group and manage related emails
CONVERSATION INDEX	Identifier from the email system used to group and manage related emails
HASHVALUE	Value generated for deduplication
TEXT	Text of the email

Field Definitions - Attachment

Field	Comment
BEGBATES	First Bates number of attachment
ENDBATES	Last Bates number of attachment
BEGATTACH	First Bates number of the attachment range
ENDATTACH	Last Bates number of the attachment range
PARENT_BATES	First Bates number of parent email
CHILD_BATES	First Bates number of "child" attachment(s); can be more than one Bates number listed; depends on number of attachments
CUSTODIAN	Mailbox where the email resided

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FROM	Empty for attachment
TO	Empty for attachment
CC	Empty for attachment
BCC	Empty for attachment
SUBJECT	Empty for attachment
DATE_SENT	Empty for attachment
TIME_SENT	Empty for attachment
HYPERLINK	Hyperlink to the native attachment
FILE_EXTEN	The file extension will vary depending on the document type
AUTHOR	Attachment/native file metadata
DATE_CREATED	Attachment metadata
TIME_CREATED	Time the attachment was created; must be a separate field and cannot be combined with the DATE_CREATED field
DATE_MOD	Attachment metadata
TIME_MOD	Time the attachment was modified; must be a separate field and cannot be combined with the DATE_MOD field
DATE_ACCESSD	Attachment metadata
TIME_ACCESSD	Time the attachment was accessed; must be a separate field and cannot be combined with the DATE_ACCESSD field
PRINTED_DATE	Attachment metadata
FILE_SIZE	Size of file in KB
INTFILEPATH	Path where attachment file was stored
HASHVALUE	Value generated for deduplication
TEXT	Text of the attachment

The delimited text file must include a header record. Please refer to the Paper Documents section for ASCII character assignments.

4) **Full Text.** When the full text is not provided in the ASCII delimited text file or if text exceeds 12MB in the TEXT field, the full text provided to the PSI can be delivered as multi-page ASCII files. The name of the file must match the image key field. Any document in which text cannot be extracted should be OCR'd, particularly in the case of PDFs without embedded text.

5) **Concordance Image Cross-Reference file.** The Concordance Image cross-reference file is a comma delimited file consisting of six fields per line. There must be a line in the cross-reference file for every image in the database. Refer to the Paper Documents section for file format.

C. <u>Native Files:</u>

Preferred Format: Delimited Text with Images and Links to Native Files:

1. **Image files.** The producing party will provide a TIFF image of the native files. Images must be Group IV TIFF files (single or multi-page files). All images should be Bates numbered. The number of TIFF files per folder should be limited to 1,000 files. Refer to the Paper Documents section for Bates and image key numbering rules.

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2. **Native files.** The producing party will provide a copy of the native files. The number of native files per folder should be limited to 1,000 files.

3. **Delimited Text file.** An ASCII delimited file containing the metadata associated with the file, text extracted from the native file, and a directory path to the native file. The fields to be included in the production are as follows:

FIELD	COMMENT
BEGBATES	First Bates number of native file
ENDBATES	Last Bates number of native file
CUSTODIAN	Individual from whom the documents originated
HYPERLINK	Hyperlink to native file
AUTHOR	
DATE_CREATED	
TIME_CREATED	Time the document was created; must be a separate field and cannot be combined with the DATE_CREATED field
DATE_MOD	
TIME_MOD	Time the document was modified; must be a separate field and cannot be combined with the DATE_MOD field
DATE_ACCESSD	
TIME_ACCESSD	Time the attachment was accessed; must be a separate field and cannot be combined with the DATE_ACCESSD field
PRINTED_DATE	
FILE_SIZE	Size of file in KB
PATH	Path where native file was stored
HASHVALUE	Value generated for deduplication
TEXT	Text extracted from native file.

The delimited text file must include a header record. Please refer to the Paper Documents section for ASCII character assignments.

4. **Full Text.** When the full text is not provided in the ASCII delimited text file or if text exceeds 12MB in the TEXT field, the full text provided to the PSI can be delivered as multi-page ASCII files. The name of the file must match the image key field. Any document in which text cannot be extracted should be OCR'd, particularly in the case of PDFs without embedded text.

5. **Concordance Image Cross-Reference file.** The Concordance Image cross-reference file is a comma delimited file consisting of six fields per line. There must be a line in the cross-reference file for every image in the database. Refer to the Paper Documents section for file format.

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If Unable to Comply with Format Described Above:

Any proposed formats other than what is listed above should not be produced without prior discussion with PSI staff.

All documents derived from word processing programs, email applications, instant message logs, spreadsheets, and wherever else practicable, may be produced in text searchable PDF format. Spreadsheets shall also be provided in their native form. Audio and video files shall be produced in their native format, although picture files associated with email or word processing programs shall be produced in PDF format along with the document it is contained in or to which it is attached.

Native files may be delivered in Custodian named folders.

If PDFs are delivered, all PDF files must meet the following requirements:

1. All PDFs must be unitized i.e. each PDF represents a discrete document; a single PDF cannot contain multiple documents
2. All PDFs must contain embedded text to include all discernable words within the document, not selected text.
3. The PDF file will be named as the Bates range, with all document text contained within.

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UNITED STATES OF AMERICA

Congress of the United States

To Bob Sternfels
Global Managing Partner
McKinsey & Company Incorporated
3 World Trade Center
175 Greenwich Street
New York, New York 10007

Greeting:

Pursuant to lawful authority, YOU ARE HEREBY COMMANDED to appear before the SENATE PERMANENT SUBCOMMITTEE ON INVESTIGATIONS OF THE COMMITTEE ON HOMELAND SECURITY AND GOVERNMENTAL AFFAIRS of the Senate of the United States, on December 4, 2023 at 6:00 o'clock p.m., in Russell Senate Office Building 199, then and there to testify what you may know relative to the subject matters under consideration by said Subcommittee, and produce all materials as set forth in Schedule A, attached hereto and made a part hereof.

Hereof fail not, as you will answer your default under the pains and penalties in such cases made and provided.

To any authorized Committee staff or any United States Marshal or their designee to serve and return.

Personal appearance in Washington, D.C., waived if subpoenaed materials are produced to the Subcommittee on or before the herein appointed date and time.

Given under my hand, by authority vested in me by the Committee, on this 2nd day of November, 2023.

Chairman, Senate Permanent Subcommittee on Investigations of the Committee on Homeland Security & Governmental Affairs

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SCHEDULE A

1. All records referring or relating to any consulting, advisory, or other services performed for the Public Investment Fund, excluding consulting, advisory, or other services related solely to investments in entities incorporated in the Kingdom of Saudi Arabia or assets based in the Kingdom of Saudi Arabia.
2. All records referring or relating to the Public Investment Fund's investments in sports, including but not limited to the PGA Tour, LIV Golf, and Project Wedge.
3. All records referring or relating to any current or planned investment or other activities by the Public Investment Fund in entities or assets located, based, or incorporated in the United States, including but not limited to any investments in furtherance of Saudi Vision 2030.
4. Records reflecting:
    a. Any and all engagements between McKinsey and the Public Investment Fund, including but not limited to contracts for those engagements, excluding consulting, advisory, or other services related solely to investments in entities incorporated in the Kingdom of Saudi Arabia or assets based in the Kingdom of Saudi Arabia; and
    b. the name, position, and office location of any McKinsey employees who have worked on any of McKinsey's engagements with the Public Investment Fund, excluding employees who have worked solely on consulting, advisory, or other services related solely to investments in entities incorporated in the Kingdom of Saudi Arabia or assets based in the Kingdom of Saudi Arabia.

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For purposes of this subpoena:

The documents subpoenaed include all those that are in the custody, control, or possession, or within the right of custody, control, or possession of McKinsey or its agents, employees, or representatives.

Documents should be produced in their entirety, without abbreviation, modification, or redaction, including all attachments and materials affixed thereto.

All documents should be produced in the same order as they are kept or maintained in the ordinary course, or the documents should be organized and labeled to correspond to the categories of the documents requested. Parties subject to this subpoena are subject to a duty to supplement with respect to each request. Each category of documents subpoenaed shall be construed independently, and no category shall be viewed as limiting the scope of any other category.

If the subpoena cannot be complied with in full, it shall be complied with to the extent possible, with an explanation of why full compliance is not possible. Any document withheld on the basis of privilege shall be identified on a privilege log submitted with response to this subpoena. The log shall state the date of the document, its author, his or her occupation and employer, all recipients, the title and/or subject matter, the privilege claimed and a brief explanation of the basis of the claim of privilege. If any document responsive to this subpoena was, but no longer is, in your custody, control, or possession, identify the document and explain the circumstances by which it ceased to be in your custody, control, or possession.

Documents shall be delivered as delimited text with images and native files in accordance with the attached Data Delivery Standards.

Alternatively, all documents derived from word processing programs, email applications, instant message logs, spreadsheets, and wherever else practicable, shall be produced in text searchable PDF format. Spreadsheets shall also be provided in their native format. Audio and video files shall be produced in their native format, although picture files associated with email or word processing programs shall be produced in PDF format along with the document it is contained in or to which it is attached.

Other than native files produced along with TIFF images in accordance with the attached Data Delivery Standards, every page of material produced to the Subcommittee must contain a unique Bates number. All files produced shall be named according to the Bates range that file contains (e.g. YourCo-00001-YourCo-00035).

Documents produced on paper (those from paper files that you choose to produce as such) shall not contain any permanent fasteners (i.e. staples), but shall be separated based on the divisions between documents as it is maintained in the custodian's files by non-permanent fasteners (e.g. paper clips, binder clips, rubber bands) or a non-white flip sheet.

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Definitions:

1. The term Public Investment Fund includes, but is not limited to, the Public Investment Fund of Saudi Arabia, and any subsidiaries, divisions, partnerships, properties, affiliates, branches, groups, special purpose entities, joint ventures, predecessors, successors, or any other entity in which the Public Investment Fund had or has a controlling interest—including, but not limited to, USSA International LLC, Sanabil Investments, and the Future Investment Initiative Institute—and all the officers, directors, employees, agents, or general partners of those entities.

2. The term McKinsey includes, but is not limited to McKinsey & Company Incorporated, and any subsidiaries, divisions, partnerships, properties, affiliates, branches, groups, special purpose entities, joint ventures, predecessors, successors, or any other entity in which McKinsey & Company Incorporated had or has a controlling interest, and all the officers, directors, employees, agents, or general partners of those entities.

3. The term "entity" means a corporation, partnership, limited partnership, limited liability company, joint venture, business trust, or any other form or organization by which business or financial transactions are carried out.

4. The term "record" includes any written, recorded, or graphic matter of any nature whatsoever, regardless of how recorded, and whether original or copy, including but not limited to the following: agreements; papers; memoranda; correspondence; reports; studies; reviews; analyses; graphs; marketing materials; brochures; diagrams; photographs; charts; tabulations; presentations; working papers; records; records of interviews; desk files; notes; letters; notices; confirmations; telegrams; faxes; telexes, receipts; appraisals; interoffice and intra office communications; electronic mail (e-mail); contracts; cables; recordings; notations or logs of any type of conversation, telephone call, meeting or other communication; bulletins; printed matter; computer printouts; teletype; invoices; transcripts; audio or video recordings; statistical or informational accumulations; data processing cards or worksheets; computer stored and generated documents; computer databases; computer disks and formats; machine readable electronic files or records maintained on a computer; diaries; questionnaires and responses; data sheets; summaries; minutes; bills; accounts; estimates; projections; comparisons; messages; correspondence; electronically stored information and similar or related materials. A document bearing any notation not a part of the original text is to be considered a separate document. A draft or non-identical copy is a separate document within the meaning of this term.

5. The term "relating to" means involving, concerning, referring to, describing, evidencing, or constituting.

6. The terms "and" and "or" shall be construed broadly and either conjunctively or disjunctively to bring within the scope of this subpoena any information that might otherwise be construed to be outside its scope. The term "any" means both any and all. The singular includes the plural number, and vice versa. The masculine includes the feminine and neuter genders. The use of a verb in any tense, mood, or voice shall be construed as the use of the verb in all other

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tenses, moods, or voices, as necessary to bring within the scope of this subpoena any information that might otherwise be construed to be outside its scope.

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PROCEDURES FOR TRANSMITTING DOCUMENTS TO THE U.S. SENATE PERMANENT SUBCOMMITTEE ON INVESTIGATIONS

Due to security procedures at the U.S. Senate, the following are guidelines for transmitting documents to the Permanent Subcommittee on Investigations.

VIA PERSONAL DELIVERY AND/OR COURIER SERVICE:

Deliveries during normal business hours (9:00 am to 5:00 pm) should be brought in an unsealed envelope directly to the Russell Senate Office Building Room 199 and dropped off with Subcommittee Clerk Kate Kielceski.

VIA FILE-SHARING SITE:

Before providing any production electronically through a file-sharing site or similar online platform, please discuss these arrangements with Subcommittee staff to ensure the production meets Subcommittee standards and appropriate staff have access.

VIA FEDERAL EXPRESS OR OTHER COMMERCIAL CARRIERS:

Before shipping any production through FedEx or other commercial carriers, please first discuss with Subcommittee Staff. Subcommittee staff can provide an address for a secure delivery of the production, which may be located offsite.

DO NOT SEND PACKAGES VIA U.S. POSTAL SERVICE:

Packages sent via the U.S. Postal Service are irradiated. Irradiation causes disintegration of the documents being shipped, often rendering them unusable. Discs have been known to arrive melted due to the irradiation process.

Any questions regarding the transmittal of documents to the Subcommittee can be directed to Subcommittee Clerk Kate Kielceski at 202-224-9868 or Kate_Kielceski@hsgac.senate.gov.

Updated September 2021

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Data Delivery Standards
Permanent Subcommittee on Investigations
United States Senate

The following document describes the technical requirements for electronic productions produced to the Senate Permanent Subcommittee on Investigations ("PSI"). **Any proposed formats other than what is listed below (including databases) should not be produced without prior discussion with PSI staff.** PSI uses Concordance 10 and Concordance Image 5.

General Instructions:

1. Provide a cover letter with each production which includes the Bates range and a general description of the documents. The cover letter should also summarize the number of records, images, emails and attachments in the production.
2. Produce documents in the same form that they were created or maintained. Documents created or stored electronically should not be produced in hard copy.
3. Deliver data on CD, DVD, or hard drive. Hard drives with external power supplies are preferred. The smallest number of media is requested.
4. Label all media submitted. Include on the label at least the following information: producing party, production date, Bates range, and disk number, if applicable.
5. Provide all passwords for documents, files, or compressed archives provided in the production.
6. To the extent practicable, de-duplication of email and native file productions is preferred.
7. Overview of preferred formats for production:
    a. Paper Documents – Scanned paper converted/processed to TIFF files, Bates numbered, and includes OCR text.
    b. Email Collections – Electronic mail converted/processed to TIFF files for the email and attachment(s), Bates numbered, includes a link to the email or native file, and includes full text.
    c. Native Files – Electronic documents converted/processed to TIFF files, Bates numbered, includes a link to the native file, and includes full text.

A. Paper Documents:

1) **Image files.** Images must be Group IV TIFF files (single or multi-page files). All images should be Bates numbered. The number of files per folder should be limited to 1,000 files.

2) **Delimited Text file.** At a minimum, this file must contain an IMAGEID field (image key used to reference images in Concordance Image). The image key must be unique, fixed length, and CANNOT be the Bates number of the document. Bates numbers (endorsed on the documents and included in the delimited text file) MUST be delivered in a consistent manner for sorting purposes. For example, if the first production delivered is Bates stamped ABC-0000001-ABC-0005267, subsequent productions with the same prefix should have the same format (spaces, dashes, etc.) and the same number of digits, not ABC 0005268, ABC0005268 or ABC-00005268. The delimited text file must also include a header record. The delimiters for the file should be as follows:

    Comma – ASCII character 20
    Quote – ASCII character 254
    Newline – ASCII character 174

3) **OCR Text.** The OCR text provided to the PSI can be delivered two ways. (1) The OCR text can be delivered as multi-page ASCII files. The name of the file must match the IMAGEID field. (2) The OCR text can be included in the Delimited Text file (OCRTEXT field). Option 1 is preferred.

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If possible (regardless of delivery method), please place page markers at the beginning or end of each OCR text page as shown:

*** LA000001 ***

The data surrounded by *** is the Concordance Image ImageID.

4) **Concordance Image Cross-Reference file.** The Concordance Image cross-reference file is a comma delimited file consisting of six fields per line. There must be a line in the cross-reference file for every image in the database. The format for the file is as follows:

ImageID,VolumeLabel,ImageFilePath,DocumentBreak,FolderBreak,BoxBreak,PageCount

- *ImageID*: The unique designation that Concordance and Concordance Image use to identify an image.
- *VolumeLabel*: Optional.
- *ImageFilePath:* The full path to the image file.
- *DocumentBreak:* If this field contains the letter "Y," then this is the first page of a document. If this field is blank, then this page is not the first page of a document.
- *FolderBreak:* Leave empty.
- *BoxBreak:* Leave empty.
- *PageCount:* Optional.

B. <u>Email Collections:</u>

Preferred Format: Delimited Text with Images and Native Attachments

1) **Image files.** The producing party will provide a TIFF image for each page of the email and attachment(s). Images must be Group IV TIFF files (single or multi-page files). All images should be Bates numbered. The number of TIFF files per folder should be limited to 1,000 files. Refer to the Paper Documents section for Bates and image key numbering rules.

2) **Native files.** The producing party will provide a copy of the email and native attachment files. The number of native files per folder should be limited to 1,000 files.

3) **Delimited Text file.** The text and metadata of the email and the attachment(s) is extracted and entered in the appropriate fields and provided as an ASCII delimited text file. The email will be the "*parent*" and the attachment(s) will be the "*child.*" An email may have more than one *child*. The *child* attachment's Bates number will be listed in the *parent* email's coded fields under *CHILD_BATES*. If there is more than one attachment, list the first Bates number of each attachment and separate them by semi-colons (;). The *parent* email's Bates number will be listed in the *child(s)* attachment(s) under *PARENT_BATES*. The *child/children* will immediately follow the parent record. The following is a field definition table of the data requested.

Received by NSD/FARA Registration Unit 02/05/2024 03:41:53 PM

Field Definitions - Email

Field	Comment
BEGBATES	First Bates number of email
ENDBATES	Last Bates number of email
BEGATTACH	First Bates number of attachment range
ENDATTACH	Last Bates number of attachment range
PARENT_BATES	First Bates number of parent email
CHILD_BATES	First Bates number of "child" attachment(s); can be more than one Bates number listed; depends on number of attachments
CUSTODIAN	Mailbox where the email resided
FROM	Sender
TO	Recipient(s)
CC	Carbon copy recipient(s)
BCC	Blind carbon copy recipient(s)
SUBJECT	Subject of the email
DATE_SENT	Date the email was sent
TIME_SENT	Time the email was sent; must be a separate field and cannot be combined with the DATE_SENT field
HYPERLINK	Hyperlink to the email
FILE_EXTEN	The file extension of the email; will vary depending on the email format
AUTHOR	Empty for email
DATE_CREATED	Empty for email
TIME_CREATED	Empty for email
DATE_MOD	Empty for email
TIME_MOD	Empty for email
DATE_ACCESSD	Empty for email
TIME_ACCESSD	Empty for email
PRINTED_DATE	Empty for email
FILE_SIZE	Size of email in KB
INTFILEPATH	Location of email
MESSAGE ID	Unique Identifier from the email system used to duplicate emails
CONVERSION ID	Identifier from the email system used to group and manage related emails
CONVERSATION INDEX	Identifier from the email system used to group and manage related emails
HASHVALUE	Value generated for deduplication
TEXT	Text of the email

Field Definitions - Attachment

Field	Comment
BEGBATES	First Bates number of attachment
ENDBATES	Last Bates number of attachment
BEGATTACH	First Bates number of the attachment range
ENDATTACH	Last Bates number of the attachment range
PARENT_BATES	First Bates number of parent email
CHILD_BATES	First Bates number of "child" attachment(s); can be more than one Bates number listed; depends on number of attachments
CUSTODIAN	Mailbox where the email resided

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FROM	Empty for attachment
TO	Empty for attachment
CC	Empty for attachment
BCC	Empty for attachment
SUBJECT	Empty for attachment
DATE_SENT	Empty for attachment
TIME_SENT	Empty for attachment
HYPERLINK	Hyperlink to the native attachment
FILE_EXTEN	The file extension will vary depending on the document type
AUTHOR	Attachment/native file metadata
DATE_CREATED	Attachment metadata
TIME_CREATED	Time the attachment was created; must be a separate field and cannot be combined with the DATE_CREATED field
DATE_MOD	Attachment metadata
TIME_MOD	Time the attachment was modified; must be a separate field and cannot be combined with the DATE_MOD field
DATE_ACCESSD	Attachment metadata
TIME_ACCESSD	Time the attachment was accessed; must be a separate field and cannot be combined with the DATE_ACCESSD field
PRINTED_DATE	Attachment metadata
FILE_SIZE	Size of file in KB
INTFILEPATH	Path where attachment file was stored
HASHVALUE	Value generated for deduplication
TEXT	Text of the attachment

The delimited text file must include a header record. Please refer to the Paper Documents section for ASCII character assignments.

4) **Full Text.** When the full text is not provided in the ASCII delimited text file or if text exceeds 12MB in the TEXT field, the full text provided to the PSI can be delivered as multi-page ASCII files. The name of the file must match the image key field. Any document in which text cannot be extracted should be OCR'd, particularly in the case of PDFs without embedded text.

5) **Concordance Image Cross-Reference file.** The Concordance Image cross-reference file is a comma delimited file consisting of six fields per line. There must be a line in the cross-reference file for every image in the database. Refer to the Paper Documents section for file format.

C. <u>Native Files:</u>

Preferred Format: Delimited Text with Images and Links to Native Files:

1. **Image files.** The producing party will provide a TIFF image of the native files. Images must be Group IV TIFF files (single or multi-page files). All images should be Bates numbered. The number of TIFF files per folder should be limited to 1,000 files. Refer to the Paper Documents section for Bates and image key numbering rules.

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2. **Native files.** The producing party will provide a copy of the native files. The number of native files per folder should be limited to 1,000 files.

3. **Delimited Text file.** An ASCII delimited file containing the metadata associated with the file, text extracted from the native file, and a directory path to the native file. The fields to be included in the production are as follows:

FIELD	COMMENT
BEGBATES	First Bates number of native file
ENDBATES	Last Bates number of native file
CUSTODIAN	Individual from whom the documents originated
HYPERLINK	Hyperlink to native file
AUTHOR	
DATE_CREATED	
TIME_CREATED	Time the document was created; must be a separate field and cannot be combined with the DATE_CREATED field
DATE_MOD	
TIME_MOD	Time the document was modified; must be a separate field and cannot be combined with the DATE_MOD field
DATE_ACCESSD	
TIME_ACCESSD	Time the attachment was accessed; must be a separate field and cannot be combined with the DATE_ACCESSD field
PRINTED_DATE	
FILE_SIZE	Size of file in KB
PATH	Path where native file was stored
HASHVALUE	Value generated for deduplication
TEXT	Text extracted from native file.

The delimited text file must include a header record. Please refer to the Paper Documents section for ASCII character assignments.

4. **Full Text.** When the full text is not provided in the ASCII delimited text file or if text exceeds 12MB in the TEXT field, the full text provided to the PSI can be delivered as multi-page ASCII files. The name of the file must match the image key field. Any document in which text cannot be extracted should be OCR'd, particularly in the case of PDFs without embedded text.

5. **Concordance Image Cross-Reference file.** The Concordance Image cross-reference file is a comma delimited file consisting of six fields per line. There must be a line in the cross-reference file for every image in the database. Refer to the Paper Documents section for file format.

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If Unable to Comply with Format Described Above:

Any proposed formats other than what is listed above should not be produced without prior discussion with PSI staff.

All documents derived from word processing programs, email applications, instant message logs, spreadsheets, and wherever else practicable, may be produced in text searchable PDF format. Spreadsheets shall also be provided in their native form. Audio and video files shall be produced in their native format, although picture files associated with email or word processing programs shall be produced in PDF format along with the document it is contained in or to which it is attached.

Native files may be delivered in Custodian named folders.

If PDFs are delivered, all PDF files must meet the following requirements:

1. All PDFs must be unitized i.e. each PDF represents a discrete document; a single PDF cannot contain multiple documents
2. All PDFs must contain embedded text to include all discernable words within the document, not selected text.
3. The PDF file will be named as the Bates range, with all document text contained within.

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UNITED STATES OF AMERICA

Congress of the United States

To Paul Keary
Chief Executive Officer
Teneo Strategy LLC
280 Park Avenue, 4th Floor
New York, New York 10017

Greeting:

***Pursuant** to lawful authority, **YOU ARE HEREBY COMMANDED** to appear before the **SENATE PERMANENT SUBCOMMITTEE ON INVESTIGATIONS OF THE COMMITTEE ON HOMELAND SECURITY AND GOVERNMENTAL AFFAIRS** of the Senate of the United States, on December 4, 2023 at 6:00 o'clock p.m., in Russell Senate Office Building 199, then and there to testify what you may know relative to the subject matters under consideration by said Subcommittee, and produce all materials as set forth in Schedule A, attached hereto and made a part hereof.*

***Hereof fail not**, as you will answer your default under the pains and penalties in such cases made and provided.*

To any authorized Committee staff or any United States Marshal or their designee to serve and return.

***Given** under my hand, by authority vested in me by the Committee, on this 2nd day of November, 2023.*

Personal appearance in Washington, D.C., waived if subpoenaed materials are produced to the Subcommittee on or before the herein appointed date and time.

Chairman, Senate Permanent Subcommittee on Investigations of the Committee on Homeland Security & Governmental Affairs

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SCHEDULE A

1. All records referring or relating to any consulting, advisory, or other services performed for the Public Investment Fund, excluding consulting, advisory, or other services related solely to investments in entities incorporated in the Kingdom of Saudi Arabia or assets based in the Kingdom of Saudi Arabia.
2. All records referring or relating to the Public Investment Fund's investments in sports, including but not limited to the PGA Tour, LIV Golf, and Project Wedge.
3. All records referring or relating to any current or planned investment or other activities by the Public Investment Fund in entities or assets located, based, or incorporated in the United States, including but not limited to any investments in furtherance of Saudi Vision 2030.
4. Records reflecting:
    a. Any and all engagements between Teneo and the Public Investment Fund, including but not limited to contracts for those engagements, excluding consulting, advisory, or other services related solely to investments in entities incorporated in the Kingdom of Saudi Arabia or assets based in the Kingdom of Saudi Arabia; and
    b. the name, position, and office location of any Teneo employees who have worked on any of Teneo's engagements with the Public Investment Fund, excluding employees who have worked solely on consulting, advisory, or other services related solely to investments in entities incorporated in the Kingdom of Saudi Arabia or assets based in the Kingdom of Saudi Arabia.

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For purposes of this subpoena:

The documents subpoenaed include all those that are in the custody, control, or possession, or within the right of custody, control, or possession of Teneo or its agents, employees, or representatives.

Documents should be produced in their entirety, without abbreviation, modification, or redaction, including all attachments and materials affixed thereto.

All documents should be produced in the same order as they are kept or maintained in the ordinary course, or the documents should be organized and labeled to correspond to the categories of the documents requested. Parties subject to this subpoena are subject to a duty to supplement with respect to each request. Each category of documents subpoenaed shall be construed independently, and no category shall be viewed as limiting the scope of any other category.

If the subpoena cannot be complied with in full, it shall be complied with to the extent possible, with an explanation of why full compliance is not possible. Any document withheld on the basis of privilege shall be identified on a privilege log submitted with response to this subpoena. The log shall state the date of the document, its author, his or her occupation and employer, all recipients, the title and/or subject matter, the privilege claimed and a brief explanation of the basis of the claim of privilege. If any document responsive to this subpoena was, but no longer is, in your custody, control, or possession, identify the document and explain the circumstances by which it ceased to be in your custody, control, or possession.

Documents shall be delivered as delimited text with images and native files in accordance with the attached Data Delivery Standards.

Alternatively, all documents derived from word processing programs, email applications, instant message logs, spreadsheets, and wherever else practicable, shall be produced in text searchable PDF format. Spreadsheets shall also be provided in their native format. Audio and video files shall be produced in their native format, although picture files associated with email or word processing programs shall be produced in PDF format along with the document it is contained in or to which it is attached.

Other than native files produced along with TIFF images in accordance with the attached Data Delivery Standards, every page of material produced to the Subcommittee must contain a unique Bates number. All files produced shall be named according to the Bates range that file contains (e.g. YourCo-00001-YourCo-00035).

Documents produced on paper (those from paper files that you choose to produce as such) shall not contain any permanent fasteners (i.e. staples), but shall be separated based on the divisions between documents as it is maintained in the custodian's files by non-permanent fasteners (e.g. paper clips, binder clips, rubber bands) or a non-white flip sheet.

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Definitions:

1. The term Public Investment Fund includes, but is not limited to, the Public Investment Fund of Saudi Arabia, and any subsidiaries, divisions, partnerships, properties, affiliates, branches, groups, special purpose entities, joint ventures, predecessors, successors, or any other entity in which the Public Investment Fund had or has a controlling interest—including, but not limited to, USSA International LLC, Sanabil Investments, and the Future Investment Initiative Institute—and all the officers, directors, employees, agents, or general partners of those entities.

2. The term Teneo includes, but is not limited to Teneo Strategy LLC, and any subsidiaries, divisions, partnerships, properties, affiliates, branches, groups, special purpose entities, joint ventures, predecessors, successors, or any other entity in which Teneo Strategy LLC had or has a controlling interest, and all the officers, directors, employees, agents, or general partners of those entities.

3. The term "entity" means a corporation, partnership, limited partnership, limited liability company, joint venture, business trust, or any other form or organization by which business or financial transactions are carried out.

4. The term "record" includes any written, recorded, or graphic matter of any nature whatsoever, regardless of how recorded, and whether original or copy, including but not limited to the following: agreements; papers; memoranda; correspondence; reports; studies; reviews; analyses; graphs; marketing materials; brochures; diagrams; photographs; charts; tabulations; presentations; working papers; records; records of interviews; desk files; notes; letters; notices; confirmations; telegrams; faxes; telexes, receipts; appraisals; interoffice and intra office communications; electronic mail (e-mail); contracts; cables; recordings; notations or logs of any type of conversation, telephone call, meeting or other communication; bulletins; printed matter; computer printouts; teletype; invoices; transcripts; audio or video recordings; statistical or informational accumulations; data processing cards or worksheets; computer stored and generated documents; computer databases; computer disks and formats; machine readable electronic files or records maintained on a computer; diaries; questionnaires and responses; data sheets; summaries; minutes; bills; accounts; estimates; projections; comparisons; messages; correspondence; electronically stored information and similar or related materials. A document bearing any notation not a part of the original text is to be considered a separate document. A draft or non-identical copy is a separate document within the meaning of this term.

5. The term "relating to" means involving, concerning, referring to, describing, evidencing, or constituting.

6. The terms "and" and "or" shall be construed broadly and either conjunctively or disjunctively to bring within the scope of this subpoena any information that might otherwise be construed to be outside its scope. The term "any" means both any and all. The singular includes the plural number, and vice versa. The masculine includes the feminine and neuter genders. The use of a verb in any tense, mood, or voice shall be construed as the use of the verb in all other

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tenses, moods, or voices, as necessary to bring within the scope of this subpoena any information that might otherwise be construed to be outside its scope.

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PROCEDURES FOR TRANSMITTING DOCUMENTS TO THE U.S. SENATE PERMANENT SUBCOMMITTEE ON INVESTIGATIONS

Due to security procedures at the U.S. Senate, the following are guidelines for transmitting documents to the Permanent Subcommittee on Investigations.

VIA PERSONAL DELIVERY AND/OR COURIER SERVICE:

Deliveries during normal business hours (9:00 am to 5:00 pm) should be brought in an unsealed envelope directly to the Russell Senate Office Building Room 199 and dropped off with Subcommittee Clerk Kate Kielceski.

VIA FILE-SHARING SITE:

Before providing any production electronically through a file-sharing site or similar online platform, please discuss these arrangements with Subcommittee staff to ensure the production meets Subcommittee standards and appropriate staff have access.

VIA FEDERAL EXPRESS OR OTHER COMMERCIAL CARRIERS:

Before shipping any production through FedEx or other commercial carriers, please first discuss with Subcommittee Staff. Subcommittee staff can provide an address for a secure delivery of the production, which may be located offsite.

DO NOT SEND PACKAGES VIA U.S. POSTAL SERVICE:

Packages sent via the U.S. Postal Service are irradiated. Irradiation causes disintegration of the documents being shipped, often rendering them unusable. Discs have been known to arrive melted due to the irradiation process.

Any questions regarding the transmittal of documents to the Subcommittee can be directed to Subcommittee Clerk Kate Kielceski at 202-224-9868 or Kate_Kielceski@hsgac.senate.gov.

Updated September 2021

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Data Delivery Standards
Permanent Subcommittee on Investigations
United States Senate

The following document describes the technical requirements for electronic productions produced to the Senate Permanent Subcommittee on Investigations ("PSI"). **Any proposed formats other than what is listed below (including databases) should not be produced without prior discussion with PSI staff.** PSI uses Concordance 10 and Concordance Image 5.

General Instructions:

1. Provide a cover letter with each production which includes the Bates range and a general description of the documents. The cover letter should also summarize the number of records, images, emails and attachments in the production.
2. Produce documents in the same form that they were created or maintained. Documents created or stored electronically should not be produced in hard copy.
3. Deliver data on CD, DVD, or hard drive. Hard drives with external power supplies are preferred. The smallest number of media is requested.
4. Label all media submitted. Include on the label at least the following information: producing party, production date, Bates range, and disk number, if applicable.
5. Provide all passwords for documents, files, or compressed archives provided in the production.
6. To the extent practicable, de-duplication of email and native file productions is preferred.
7. Overview of preferred formats for production:
    a. Paper Documents – Scanned paper converted/processed to TIFF files, Bates numbered, and includes OCR text.
    b. Email Collections – Electronic mail converted/processed to TIFF files for the email and attachment(s), Bates numbered, includes a link to the email or native file, and includes full text.
    c. Native Files – Electronic documents converted/processed to TIFF files, Bates numbered, includes a link to the native file, and includes full text.

A. Paper Documents:

1) **Image files.** Images must be Group IV TIFF files (single or multi-page files). All images should be Bates numbered. The number of files per folder should be limited to 1,000 files.

2) **Delimited Text file.** At a minimum, this file must contain an IMAGEID field (image key used to reference images in Concordance Image). The image key must be unique, fixed length, and CANNOT be the Bates number of the document. Bates numbers (endorsed on the documents and included in the delimited text file) MUST be delivered in a consistent manner for sorting purposes. For example, if the first production delivered is Bates stamped ABC-0000001-ABC-0005267, subsequent productions with the same prefix should have the same format (spaces, dashes, etc.) and the same number of digits, not ABC 0005268, ABC0005268 or ABC-00005268. The delimited text file must also include a header record. The delimiters for the file should be as follows:

    Comma – ASCII character 20
    Quote – ASCII character 254
    Newline – ASCII character 174

3) **OCR Text.** The OCR text provided to the PSI can be delivered two ways. (1) The OCR text can be delivered as multi-page ASCII files. The name of the file must match the IMAGEID field. (2) The OCR text can be included in the Delimited Text file (OCRTEXT field). Option 1 is preferred.

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If possible (regardless of delivery method), please place page markers at the beginning or end of each OCR text page as shown:

*** LA000001 ***

The data surrounded by *** is the Concordance Image ImageID.

4) **Concordance Image Cross-Reference file.** The Concordance Image cross-reference file is a comma delimited file consisting of six fields per line. There must be a line in the cross-reference file for every image in the database. The format for the file is as follows:

ImageID,VolumeLabel,ImageFilePath,DocumentBreak,FolderBreak,BoxBreak,PageCount

- *ImageID*: The unique designation that Concordance and Concordance Image use to identify an image.
- *VolumeLabel*: Optional.
- *ImageFilePath:* The full path to the image file.
- *DocumentBreak:* If this field contains the letter "Y," then this is the first page of a document. If this field is blank, then this page is not the first page of a document.
- *FolderBreak:* Leave empty.
- *BoxBreak:* Leave empty.
- *PageCount:* Optional.

B. <u>Email Collections:</u>

Preferred Format: Delimited Text with Images and Native Attachments

1) **Image files.** The producing party will provide a TIFF image for each page of the email and attachment(s). Images must be Group IV TIFF files (single or multi-page files). All images should be Bates numbered. The number of TIFF files per folder should be limited to 1,000 files. Refer to the Paper Documents section for Bates and image key numbering rules.

2) **Native files.** The producing party will provide a copy of the email and native attachment files. The number of native files per folder should be limited to 1,000 files.

3) **Delimited Text file.** The text and metadata of the email and the attachment(s) is extracted and entered in the appropriate fields and provided as an ASCII delimited text file. The email will be the "*parent*" and the attachment(s) will be the "*child.*" An email may have more than one *child*. The *child* attachment's Bates number will be listed in the *parent* email's coded fields under *CHILD_BATES*. If there is more than one attachment, list the first Bates number of each attachment and separate them by semi-colons (;). The *parent* email's Bates number will be listed in the *child(s)* attachment(s) under *PARENT_BATES*. The *child/children* will immediately follow the parent record. The following is a field definition table of the data requested.

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Field Definitions - Email

Field	Comment
BEGBATES	First Bates number of email
ENDBATES	Last Bates number of email
BEGATTACH	First Bates number of attachment range
ENDATTACH	Last Bates number of attachment range
PARENT_BATES	First Bates number of parent email
CHILD_BATES	First Bates number of "child" attachment(s); can be more than one Bates number listed; depends on number of attachments
CUSTODIAN	Mailbox where the email resided
FROM	Sender
TO	Recipient(s)
CC	Carbon copy recipient(s)
BCC	Blind carbon copy recipient(s)
SUBJECT	Subject of the email
DATE_SENT	Date the email was sent
TIME_SENT	Time the email was sent; must be a separate field and cannot be combined with the DATE_SENT field
HYPERLINK	Hyperlink to the email
FILE_EXTEN	The file extension of the email; will vary depending on the email format
AUTHOR	Empty for email
DATE_CREATED	Empty for email
TIME_CREATED	Empty for email
DATE_MOD	Empty for email
TIME_MOD	Empty for email
DATE_ACCESSD	Empty for email
TIME_ACCESSD	Empty for email
PRINTED_DATE	Empty for email
FILE_SIZE	Size of email in KB
INTFILEPATH	Location of email
MESSAGE ID	Unique Identifier from the email system used to duplicate emails
CONVERSION ID	Identifier from the email system used to group and manage related emails
CONVERSATION INDEX	Identifier from the email system used to group and manage related emails
HASHVALUE	Value generated for deduplication
TEXT	Text of the email

Field Definitions - Attachment

Field	Comment
BEGBATES	First Bates number of attachment
ENDBATES	Last Bates number of attachment
BEGATTACH	First Bates number of the attachment range
ENDATTACH	Last Bates number of the attachment range
PARENT_BATES	First Bates number of parent email
CHILD_BATES	First Bates number of "child" attachment(s); can be more than one Bates number listed; depends on number of attachments
CUSTODIAN	Mailbox where the email resided

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FROM	Empty for attachment
TO	Empty for attachment
CC	Empty for attachment
BCC	Empty for attachment
SUBJECT	Empty for attachment
DATE_SENT	Empty for attachment
TIME_SENT	Empty for attachment
HYPERLINK	Hyperlink to the native attachment
FILE_EXTEN	The file extension will vary depending on the document type
AUTHOR	Attachment/native file metadata
DATE_CREATED	Attachment metadata
TIME_CREATED	Time the attachment was created; must be a separate field and cannot be combined with the DATE_CREATED field
DATE_MOD	Attachment metadata
TIME_MOD	Time the attachment was modified; must be a separate field and cannot be combined with the DATE_MOD field
DATE_ACCESSD	Attachment metadata
TIME_ACCESSD	Time the attachment was accessed; must be a separate field and cannot be combined with the DATE_ACCESSD field
PRINTED_DATE	Attachment metadata
FILE_SIZE	Size of file in KB
INTFILEPATH	Path where attachment file was stored
HASHVALUE	Value generated for deduplication
TEXT	Text of the attachment

The delimited text file must include a header record. Please refer to the Paper Documents section for ASCII character assignments.

4) **Full Text.** When the full text is not provided in the ASCII delimited text file or if text exceeds 12MB in the TEXT field, the full text provided to the PSI can be delivered as multi-page ASCII files. The name of the file must match the image key field. Any document in which text cannot be extracted should be OCR'd, particularly in the case of PDFs without embedded text.

5) **Concordance Image Cross-Reference file.** The Concordance Image cross-reference file is a comma delimited file consisting of six fields per line. There must be a line in the cross-reference file for every image in the database. Refer to the Paper Documents section for file format.

C. <u>Native Files:</u>

Preferred Format: Delimited Text with Images and Links to Native Files:

1. **Image files.** The producing party will provide a TIFF image of the native files. Images must be Group IV TIFF files (single or multi-page files). All images should be Bates numbered. The number of TIFF files per folder should be limited to 1,000 files. Refer to the Paper Documents section for Bates and image key numbering rules.

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2. **Native files.** The producing party will provide a copy of the native files. The number of native files per folder should be limited to 1,000 files.

3. **Delimited Text file.** An ASCII delimited file containing the metadata associated with the file, text extracted from the native file, and a directory path to the native file. The fields to be included in the production are as follows:

FIELD	COMMENT
BEGBATES	First Bates number of native file
ENDBATES	Last Bates number of native file
CUSTODIAN	Individual from whom the documents originated
HYPERLINK	Hyperlink to native file
AUTHOR	
DATE_CREATED	
TIME_CREATED	Time the document was created; must be a separate field and cannot be combined with the DATE_CREATED field
DATE_MOD	
TIME_MOD	Time the document was modified; must be a separate field and cannot be combined with the DATE_MOD field
DATE_ACCESSD	
TIME_ACCESSD	Time the attachment was accessed; must be a separate field and cannot be combined with the DATE_ACCESSD field
PRINTED_DATE	
FILE_SIZE	Size of file in KB
PATH	Path where native file was stored
HASHVALUE	Value generated for deduplication
TEXT	Text extracted from native file.

The delimited text file must include a header record. Please refer to the Paper Documents section for ASCII character assignments.

4. **Full Text.** When the full text is not provided in the ASCII delimited text file or if text exceeds 12MB in the TEXT field, the full text provided to the PSI can be delivered as multi-page ASCII files. The name of the file must match the image key field. Any document in which text cannot be extracted should be OCR'd, particularly in the case of PDFs without embedded text.

5. **Concordance Image Cross-Reference file.** The Concordance Image cross-reference file is a comma delimited file consisting of six fields per line. There must be a line in the cross-reference file for every image in the database. Refer to the Paper Documents section for file format.

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If Unable to Comply with Format Described Above:

Any proposed formats other than what is listed above should not be produced without prior discussion with PSI staff.

All documents derived from word processing programs, email applications, instant message logs, spreadsheets, and wherever else practicable, may be produced in text searchable PDF format. Spreadsheets shall also be provided in their native form. Audio and video files shall be produced in their native format, although picture files associated with email or word processing programs shall be produced in PDF format along with the document it is contained in or to which it is attached.

Native files may be delivered in Custodian named folders.

If PDFs are delivered, all PDF files must meet the following requirements:

1. All PDFs must be unitized i.e. each PDF represents a discrete document; a single PDF cannot contain multiple documents
2. All PDFs must contain embedded text to include all discernable words within the document, not selected text.
3. The PDF file will be named as the Bates range, with all document text contained within.

# # #

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Exhibit B

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شعبة الترجمة الرسمية
Official Translation Department

Penal Law on Dissemination and Disclosure of Classified Information and Documents

Royal Decree No. M/35
April 12, 2011

Translation of Saudi Laws

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NOTE:

The translation of Saudi laws takes the following into consideration:

- Words used in the singular form include the plural and vice versa.
- Words used in the masculine form include the feminine.
- Words used in the present tense include the present as well as the future.
- The word “person” or “persons” and their related pronouns (he, his, him, they, their, them) refer to a natural and legal person.

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Penal Law on Dissemination and Disclosure of Classified Information and Documents

Article 1

a) *Classified Documents* shall mean all types of media which contain classified information the disclosure of which prejudices the State's national security, interests, policies or rights, whether produced or received by its agencies.

b) *Classified Information* shall mean information an employee obtains, or is privy to by virtue of office, the disclosure of which undermines the State's national security, interests, policies, or rights.

c) The Regulations of Classified Documents and Lists which are issued by the National Center for Documents and Archives shall, in coordination with relevant entities, determine the titles, level of classification, and subject matter of said documents.

Article 2

A public employee or a person of a similar capacity shall not disseminate or disclose classified information or documents which he obtains or is privy to by virtue of office even after the end of his service, if such dissemination or disclosure remains restricted.

Article 3

For the application of this Law, the following shall be deemed a public employee:

1. Any person who is permanently or temporarily employed by the Government or by any agency of a public legal personality.
2. Any person who is assigned by a government entity or any other administrative authority to carry out a certain task.
3. Any person who is employed by companies or sole proprietorships which manage, operate, or maintain public facilities, or provide public services, as well as those employed by companies to whose capital the State contributes.
4. An arbiter or expert who is designated by the Government or by any other judicial authority.
5. Chairmen and members of board of directors of companies provided for in paragraph (3) of this Article.

Article 4

A classified document may not be taken outside the premises of government entities, nor may they be circulated by any means, kept in other than the designated places, or printed, reproduced, or photocopied outside such entities, except in accordance with rules issued by the National Center for Documents and Archives.

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Article 5

Without prejudice to any harsher penalty prescribed by law, the following acts shall be punished by imprisonment for a period not exceeding 20 years or a fine not exceeding one million riyals, or by both penalties:

1. Disseminating or disclosing classified information or documents.
2. Entering or attempting to enter a place without authorization, with the intent of obtaining classified information or documents.
3. Obtaining classified information or documents by illicit means.
4. Possessing or becoming privy, by virtue of office, to official classified information or documents, and disclosing, communicating or disseminating the same without a legally justifiable reason.
5. Willfully destroying or misusing classified documents, knowing that such classified documents relate to the State's security or public interest, with the intent of undermining the State's military, political, diplomatic, economic, or social status.
6. Failing to maintain confidentiality of classified information or documents.

Article 6

Any person participating in any of the crimes stipulated in this Law shall be subject to the penalties provided for in Article 5, and any person who knowingly agrees to, instigates, or assists in committing such crimes shall be deemed an accomplice if such crime is committed on the basis of such agreement, instigation, or assistance.

Article 7

When imposing the penalty stipulated in Article 5 of this Law, proportionality between crime and punishment as well as extenuating or aggravating circumstances shall be taken into consideration. The following shall be deemed aggravating circumstances:

1. If the crime is committed during wartime.
2. If the crime is directly or indirectly committed for the sake of a foreign state or any person working therefor regardless of the form or manner in which it was committed.
3. If the information or document is important and highly confidential.
4. If disclosure of classified information or documents results in substantial damage to the State.
5. If the crime is committed with the intent to prejudice the State's interest.
6. If the crime is committed by a person who holds a position the nature of which is confidential.
7. If the crime is committed by a person who holds a high-ranking position.

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Article 8

The competent investigation authority shall investigate and prosecute before the competent judicial authority the crimes provided for in this Law.

Article 9

Government entities, including security agencies, shall notify the investigation authority if any of the crimes provided for in this Law is committed, and shall also notify the government entity where the suspect is employed, in accordance with Article 3 of this Law.

Article 10

The competent court shall decide on the crimes and impose the penalty stipulated in this Law.

Article 11

The National Center for Documents and Archives shall issue the implementing regulations of this Law within 90 days from its entry into force.

Article 12

This Law shall enter into force 90 days following its date of publication in the Official Gazette.

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Exhibit C

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Z&Co.
الزمخشري ومشاركوه

02 February 2024

VIA ELECTRONIC MAIL
The Honorable Richard Blumenthal
Chairman
Permanent Subcommittee on Investigations

The Honorable Ron Johnson
Ranking Member
Permanent Subcommittee on Investigations

Dear Chairman Blumenthal and Ranking Member Johnson

We write in our capacity as the law firm representing the Public Investment Fund ("**PIF**") of the Kingdom of Saudi Arabia ("**KSA**") in proceedings currently pending in the Administrative Court in Riyadh.

We set out in this letter, for the benefit of the Subcommittee, an overview of the following matters:

(i) The PIF's status and functions under Saudi law;
(ii) Applicable Saudi laws governing confidential information of state instrumentalities (including the PIF);
(iii) The key aspects of the proceedings currently pending in the Saudi Administrative Court, as well as the existence of reciprocity in the enforcement of court judgments between the KSA and the United States of America ("**USA**"); and
(iv) the Penalties under the laws of the Kingdom of Saudi Arabia for violating the interim orders.

1. Overview of the PIF's status and functions under Saudi Law

The PIF is the sovereign wealth fund of the KSA, governed under the Public Investment Fund Law, promulgated by Royal Decree No. M/92 dated 12/08/1440H (corresponding to 17 April 2019) (the "**PIF Law**"). The PIF's purpose is "serving the public interest; promoting economic development in the Kingdom and diversifying its sources of income; and maintaining the interest of future generations." (PIF Law, Art. 3).

As an instrumentality of the KSA, the PIF is an administrative entity under Saudi law which maintains "a public legal personality as well as financial and administrative independence" from the Kingdom's government (PIF Law, Art. 2.). The PIF is supervised by a board of directors, which is chaired by the President of the Council of Economic and Development Affairs ("**CEDA**"), His Royal Highness Prince Mohammed bin Salman bin Abdulaziz Al Saud (PIF Law Art. 5). The board's membership includes the PIF Governor, His Excellency Yasir Othman Al-Rumayyan, who holds the rank of minister, as well as eight other directors appointed by royal decree.

As the sovereign wealth fund of the KSA, the PIF's mandate is "to generate returns by investing its funds . . . for the purpose of serving [the] public interest; promoting economic development in the

المستشار مناجي فؤاد طاهر زمخشري، ترخيص وزارة العدل رقم ٣٦٤٠، ص.ب ١٣٢٤٤ – ٧٧٣٠، ٢٢٤٧
المبنى رقم ١٣ البوابة الاقتصادية، حي قرطبة، الرياض، المملكة العربية السعودية
هاتف: +٩٦٦١١٢١٨٢٩٠٠
فاكس: +٩٦٦١١٢٨٨١٣١٣
سجل منشأة قانونية: SBA٠٠٠٠٦٣٣٦
عضوية الغرفة التجارية: ٩٧٤٦١

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Kingdom and diversifying its sources of income; and maintaining the interest of future generations." (PIF Law, Art. 3). The PIF's functions have expanded since 2014, when the PIF was granted the authority to establish new companies inside and outside the KSA without prior consent from the Council of Ministers. Today, the PIF plays a vital role within the Kingdom's Vision 2030 to lead the charge in building a national economic transformation for positive, sustainable change in Saudi Arabia, including the development of economic growth outside of the oil/petrochemical sector.

The PIF Law provides the PIF with a broad mandate to accomplish its objectives. For example, the PIF is empowered to "invest within the Kingdom or abroad," "acquire and dispose of assets," "incorporate[e] companies and other special-purpose establishments within the Kingdom or abroad," "extend loans and other forms of financing," and "conclude agreements and memoranda of understanding relating to its activities with relevant agencies in other countries and international organizations." (PIF Law Art. 4).

2. Overview of the applicable laws governing PIF information

Penal Law on Dissemination and Disclosure of Classified Information

The main legislation that protects the PIF's confidential information is the Penal Law on Dissemination and Disclosure of Classified Information, promulgated by Royal Decree No. M/35 dated 08/05/1432H (corresponding to 12 April 2011) (the "**Penal Law**").

The Penal Law provides that disclosure of State "Classified Documents" or "Classified Information" - including that of administrative entities and instrumentalities of the state, like the PIF - is a criminal offence punishable by imprisonment and/or financial penalties. The Penal Law defines "Classified Documents" as "all types of media which contain classified information the disclosure of which prejudices the State's national security interests, policies or rights, whether produced or received by its agencies." (Penal Law, Art. 1(a)).

The Penal Law defines "Classified Information" as information that a public employee "obtains, or is privy to by virtue of his/her office, the disclosure of which undermines the [Kingdom's] national security, interests, policies, or rights." (Penal Law, Art. 1(b)).

Significantly, the Penal Law's definition of "public employee" includes "any person who is assigned by a government entity or any other administrative authority to carry out a certain task" (Penal Law, Art. 3(2)). As the PIF is an administrative authority, this would therefore include the employees of the Advisors for the purposes of this law. We note that in the memorandum dated 1 February 2024 shared by Chairman Blumenthal with Members of the Permanent Subcommittee on Investigations (the "**Memorandum**") it is stated that the contractual relationship with the PIF requires the Advisors' employees to be treated as "public employees of the government of Saudi Arabia under Saudi law". To clarify, it is the Penal Law, rather than a contractual provision, that imposes this treatment on the Advisors' employees, although noting that the Advisors accepted the choice of Saudi Arabian law to their service agreements. We further note that the employees of the Advisors would not be treated as public employees more broadly, for the purposes of other civil service laws for example.

The Penal Law imposes criminal penalties for unauthorized disclosure or dissemination of confidential documents or information. The penalties can include imprisonment for a maximum of twenty years or

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a fine of up to one million Saudi Riyals (approximately US$ 265,000), depending on the seriousness of the offence.

When assessing the appropriate penalty, Saudi criminal courts must consider whether any particular aggravating circumstances apply in a given case. The Penal Law provides that "if the crime is directly or indirectly committed for the sake of a foreign state or any person working for such state, regardless of the form or manner in which it was committed" it is deemed an "aggravating circumstance." (Penal Law, Art. 7(2)). Additional aggravating circumstances include if the crime is committed by an individual who holds a position the nature of which is confidential or if the crime is committed by an individual who holds a high-ranking position (Penal Law, Arts. 7(6), 7(7)).

The Penal Law also provides that "Government entities…shall notify the investigation authority if any of the crimes provided for in [the Penal] Law [are] committed, and shall also notify the government entity where the suspect is employed." (Penal Law, Art. 9). This means that the PIF, in its capacity as an administrative entity, has a legal obligation to notify the Kingdom's investigatory bodies of any unauthorized disclosure of its confidential information, including by the Advisors in response to the Subcommittee subpoenas.

Basic Law of Governance

The protection of confidential information is furthermore enshrined in one of the Kingdom's constitutional laws, the Basic Law of Governance, issued by Royal Decree A/90 dated 27/8/1412H (corresponding to 2 March 1992). Specifically, Article 40 of that law establishes that "[c]orrespondence by telegraph, mail, telephone conversations, and other means of communication shall be protected. They may not be seized, delayed, viewed, or listened to except in cases set forth by the law."

Personal Data Protection Law

The Personal Data Protection Law issued by Royal Decree M/19 dated 9/2/1443H (corresponding to 16 September 2021) and amended by Royal Decree M/148 dated 5/9/1444H corresponding to 27 March 2023 (the "**PDPL**") came into force in September 2023.

Under the PDPL, controllers are generally prohibited from disclosing any personal data, except in certain limited cases, including if the data subject consents to the disclosure. Further, controllers must not disclose personal data in a variety of enumerated circumstances, including where the disclosure conflicts with the KSA's interests, affects the KSA's relations with any other state, or involves a violation of an obligation, procedure, or judicial decision.

The Law of Evidence

The Law of Evidence, issued by Royal Decree No. (M/43) dated 26/5/1443H (corresponding to 30 December 2021), provides that if a public employee is called to give evidence in court proceedings, they must not disclose confidential information obtained in the course of their work save with the permission of the relevant administrative entity. Accordingly, such confidential information is sacrosanct, even in the context of court proceedings, and cannot be disclosed.

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Additional Saudi Laws and Regulations

The fundamental principle of protecting confidential information is further established in additional Saudi laws and regulations. For instance, the Protection of Confidential Commercial Information Regulations issued by Ministerial Resolution No. 3218 dated 25/03/1426H (corresponding to 4 May 2005) (the "**Regulations**") prohibit the breach of confidentiality of trade secrets (Article 3) and entitle the entity possessing the rights to such trade secrets to bring compensation claims against the person or entity breaching such rights (Article 8).

In addition, the PIF Law strictly provides that "Board members and [PIF] employees shall not disclose any confidential information no benefit from any information they become privy to in the course of carrying out their duties, even after their relationship with the [PIF] ends." PIF Law Art. 17. This means that all PIF employees—irrespective of rank—are subject to confidentiality obligations under the PIF Law, in addition to restrictions established under other Saudi laws, such as the Penal Law and the Regulations.

3. Overview of court proceedings in the Administrative Court and the Court's interim orders.

Urgent Applications filed by the PIF in the Saudi Administrative Court

On 30 November 2023, on behalf of the PIF, we filed four urgent applications ("**Urgent Application**," or the "**Urgent Applications**," collectively) with the Administrative Court in Riyadh, the judicial body with jurisdiction over claims arising from contracts in which an administrative entity, such as the PIF, is a party. Specifically, the PIF requested that the Administrative Court compel the Advisors to refrain from disclosing its information or documents, in compliance with the Advisors' contracts with the PIF and the provisions of the Kingdom's laws.

The Urgent Applications comprise an interim stage and a final merits stage. At the interim stage, the court needs to determine if there is sufficient urgency and genuine merit in the PIF's application to warrant an interim order being made to prevent the disclosure of the PIF's information until the final merits are decided. In each of the four Urgent Applications, the court has issued such an interim order, meaning the Advisors are prohibited from disclosing information related to the service agreement referred to in our application, until a final judgment is issued in the main lawsuit (the **"Interim Injunctions**").

These Interim Injunctions were issued following one or more hearings for each Advisor, at which the Advisors were represented by reputable Saudi counsel who filed response submissions on behalf of the Advisors. The dates on which the Interim Injunctions were issued against each of the Advisors are as follows: BCG on 11 December 2023; McKinsey and Teneo both on 18 December 2023 and Klein on 25 December 2023.

Following the issuance of the Interim Injunctions, further hearings have been held in the cases on the merits of the matter, and the Advisors have filed further submissions in response. The first of these hearings took place on 8 January 2024 in the cases of McKinsey, BCG and Klein. We note that the Memorandum asserts that these hearings were postponed twice, first to 22 January 2024 and then to 12 February 2024 "both times purportedly at the PIF's request". This is not accurate. The 8 January

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2024 hearings for McKinsey and BCG were postponed to 22 January 2024 at the request of the Advisors' Saudi counsel for further time to file their response submissions. In the case of Klein, their appointed Saudi counsel had filed their response submission the night before the hearing, and we therefore requested further time to respond. This hearing was therefore also postponed to 22 January 2024.

Prior to the 22 January 2024 hearings, we had filed our response submissions on behalf of the PIF in relation to BCG's submission (which had been filed on 8 January 2024 following the hearing) and Klein, and so both BCG's and Klein's counsel requested at the 22 January hearing further time to respond. As for McKinsey, their Saudi counsel had filed their submission the night before the hearing of 22 January, and so we requested further time to respond. All three hearings were postponed to 12 February 2024. Meanwhile, the main merits hearing for Teneo remains listed on 4 March 2024.

In parallel, we have filed further applications against each of the Advisors, to relate to each relevant service agreement which the Advisors have entered into with the PIF, and further hearings have been listed for those applications.

4. Penalties under Saudi law for violating the Interim Injunctions

Aside from the potential criminal penalties that could arise on the Advisors for breach of the Penal Law, noted above, the Advisors would be liable for additional sanctions for violating court orders if they continued to disclose the PIF's confidential information in breach of the Interim Injunctions.

The Enforcement Law issued by Saudi Arabia Royal Decree No. M53/1433 dated 13/8/1433H (corresponding to 3 July 2012) sets various penalties that apply in the case of a breach or contempt of a court order. These can include orders compelling execution of the judgment (article 68 of the Enforcement Law), fines not exceeding ten thousand riyals daily to be deposited in the court's account (article 69 of the Enforcement Law), or imprisonment (article 70 of the enforcement law). It is also clarified, in article 71, that such measures can be imposed on the legal representative of the corporate entity or the person impeding execution from among the staff of the corporate entity.

We trust the information provided in this letter is clear. We would be pleased to provide further clarifications if required.

Yours sincerely

Monaji Zamakhchary

For and on behalf of Z&Co.

المستشار مناجي فؤاد طاهر زمخشري ، ترخيص وزارة العدل رقم ٣٦٤٠ ص.ب ١٣٢٤٤ – ٧٧٣٠، ٢٢٤٧
المبنى رقم ١٣ البوابة الاقتصادية، حي قرطبة، الرياض المملكة العربية السعودية
هاتف: ٩٦٦١١٢١٨٢٩٠٠+
فاكس: ٩٦٦١١٢٨٨١٣١٣+
سجل منشأة قانونية: SBA٠٠٠٠٦٣٣٦
عضوية الغرفة التجارية: ٩٧٤٦١

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Exhibit D

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SDAIA
الهيئة السعودية للبيانات والذكاء الاصطناعي
Saudi Data & AI Authority

Personal Data Protection Law

Issued pursuant to Royal Decree No. (M/19) dated 09/02/1443 AH corresponding to 16/09/2021 G

Amended pursuant to Royal Decree No. (M/148) dated 05/09/1444 AH corresponding to 27/03/2023 G

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Personal Data Protection Law

Article 1

For the purpose of implementing this Law, the following terms shall have the meanings assigned thereto, unless the context requires otherwise:

1-**Law**: The Personal Data Protection Law.

2-**Regulations**: The Implementing Regulations of the Law.

3-**Competent Authority**: The authority to be determined by a resolution of the Council of Ministers.

4-**Personal Data**: Any data, regardless of its source or form, that may lead to identifying an individual specifically, or that may directly or indirectly make it possible to identify an individual, including name, personal identification number, addresses, contact numbers, license numbers, records, personal assets, bank and credit card numbers, photos and videos of an individual, and any other data of personal nature.

5-**Processing**: Any operation carried out on Personal Data by any means, whether manual or automated, including collecting, recording, saving, indexing, organizing, formatting, storing, modifying, updating, consolidating, retrieving, using, disclosing, transmitting, publishing, sharing, linking, blocking, erasing and destroying data.

6-**Collection**: The collection of Personal Data by Controller in accordance with the provisions of this Law, either from the Data Subject directly, a representative of the Data Subject, any legal guardian over the Data Subject or any other party.

7-**Destruction**: Any action taken on Personal Data that makes it unreadable and irretrievable, or impossible to identify the related Data Subject.

8-**Disclosure**: Enabling any person - other than the Controller or the Processor, as the case may be - to access, collect or use personal data by any means and for any purpose.

9-**Transfer**: The transfer of Personal Data from one place to another for Processing.

10-**Publishing**: Transmitting or making available any Personal Data using any written, audio or visual means.

11-**Sensitive Data**: Personal Data revealing racial or ethnic origin, or religious, intellectual or political belief, data relating to security criminal convictions and offenses, biometric or Genetic Data for the purpose of identifying the person, Health Data, and data that indicates that one or both of the individual's parents are unknown.

12-**Genetic Data**: Any Personal Data related to the hereditary or acquired characteristics of a natural person that uniquely identifies the physiological or health characteristics of that

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person, and derived from biological sample analysis of that person, such as DNA or any other testing that leads to generating Genetic Data.

13-**Health Data**: Any Personal Data related to an individual's health condition, whether their physical, mental or psychological conditions, or related to Health Services received by that individual.

14-**Health Services**: Services related to the health of an individual, including preventive, curative, rehabilitative and hospitalizing services, as well as the provision of medications.

15-**Credit Data**: Any Personal Data related to an individual's request for, or obtaining of, financing from a financing entity, whether for a personal or family purpose, including any data relating to that individual's ability to obtain and repay debts, and the credit history of that person.

16-**Data Subject**: The individual to whom the Personal Data relate.

17-**Public Entity**: Any ministry, department, public institution or public authority, any independent public entity in the Kingdom, or any affiliated entity therewith.

18-**Controller**: Any Public Entity, natural person or private legal person that specifies the purpose and manner of Processing Personal Data, whether the data is processed by that Controller or by the Processor.

19-**Processor**: Any Public Entity, natural person or private legal person that processes Personal Data for the benefit and on behalf of the Controller.

Article 2

1-The Law applies to any Processing of Personal Data related to individuals that takes place in the Kingdom by any means, including the Processing of Personal Data related to individuals residing in the Kingdom by any means from any party outside the Kingdom. This includes the data of the deceased if it would lead to them or a member of their family being identified specifically.
2-The scope of applying the Law excludes the individual's Personal Data Processing for purposes that do not go beyond personal or family use, as long as the Data Subject did not publish or disclose it to others. The Regulations shall define personal and family use provided in this Paragraph.

Article 3

The provisions and procedures stated in this Law shall not prejudice any provision that grants a right to the Data Subject or confers better protection to Personal Data pursuant to any other law or an international agreement to which the Kingdom is a party.

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Article 4

Data Subject shall have the following rights pursuant to this Law and as set out in the Regulations:

1-The right to be informed about the legal basis and the purpose of the Collection of their Personal Data.
2-The right to access their Personal Data held by the Controller, in accordance with the rules and procedures set out in the Regulations, and without prejudice to the provisions of Article (9) of this Law.
3-The right to request obtaining their Personal Data held by the Controller in a readable and clear format, in accordance with the controls and procedures specified by the Regulations.
4-The right to request correcting, completing, or updating their Personal Data held by the Controller.
5-The right to request a Destruction of their Personal Data held by the Controller when such Personal Data is no longer needed by Data Subject, without prejudice to the provisions of Article (18) of this Law.

Article 5

1-Except for the cases stated in this Law, neither Personal Data may be processed nor the purpose of Personal Data Processing may be changed without the consent of the Data Subject. The Regulations Shall set out the conditions of the consent, the cases in which the consent must be explicit, and the terms and conditions related to obtaining the consent of the legal guardian if the Data Subject fully or partially lacks legal capacity.

2-In all cases, Data Subject may withdraw the consent mentioned in Paragraph (1) of this Article at any time; the Regulations determines the necessary controls for such case.

Article 6

In the following cases, Processing of Personal Data shall not be subject to the consent referred to in Paragraph (1) of Article (5) herein:

1-If the Processing serves actual interests of the Data Subject, but communicating with the Data Subject is impossible or difficult.

2-If the Processing is pursuant to another law or in implementation of a previous agreement to which the Data Subject is a party.

3-If the Controller is a Public Entity and the Processing is required for security purposes or to satisfy judicial requirements.

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4-If the Processing is necessary for the purpose of legitimate interest of the Controller, without prejudice to the rights and interests of the Data Subject, and provided that no Sensitive Data is to be processed. Related provisions and controls are set out in the Regulations.

Article 7

The consent referred to in paragraph (1) of Article (5) of this Law may not form a condition of providing a service or a benefit, unless such service or benefit is directly related to the Processing of Personal Data for which the consent is given.

Article 8

Subject to the provisions of this Law and the Regulations regarding the Disclosure of Personal Data, the Controller shall only select Processors providing the necessary guarantees to implement the provisions of this Law and the Regulations. The Controller shall also monitor the compliance of said Processors with the provisions of this Law and the Regulations. This shall not prejudice the Controller's responsibilities towards the Data Subject or the Competent Authority as the case may be. The Regulations shall set out the provisions necessary in this regard, including provisions related to any subsequent contracts conducted by the Processor.

Article 9

1-The Controller may set time frames for exercising the right to access Personal Data stated in Paragraph (2) of Article (4) herein as stipulated in the Regulations. The Controller may limit the exercise of this right in the following cases:

a) If this is necessary to protect the Data Subject or other parties from any harm, according to the provisions set forth the Regulations.
b) If the Controller is a Public Entity and the restriction is required for security purposes, required by another law, or required to fulfill judicial requirements.

2-The Controller shall prevent the Data Subject from accessing Personal Data in any of the situations stated in Paragraphs (1, 2, 3, 4, 5) and (6) of Article (16) herein.

Article 10

The Controller may only collect Personal Data directly from the Data Subject and may only process Personal Data for the purposes for which they have been collected. However, the Controller may collect Personal Data from a source other that the Data Subject and may process Personal Data for purposes other than the ones for which they have been collected in the following situations:

1- The Data Subject gives their consent in accordance with the provisions of this Law.
2- Personal Data is publicly available or was collected from a publicly available source.

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3- The Controller is a Public Entity, and the Collection or Processing of the Personal Data is required for public interest or security purposes, or to implement another law, or to fulfill judicial requirements.
4- Complying with this may harm the Data Subject or affect their vital interests
5- Personal Data Collection or Processing is necessary to protect public health, public safety, or to protect the life or health of specific individuals.
6- Personal Data is not to be recorded or stored in a form that makes it possible to directly or indirectly identify the Data Subject.
7- Personal Data Collection is necessary to achieve legitimate interests of the Controller, without prejudice to the rights and interests of the Data Subject, and provided that no Sensitive Data is to be processed.

The Regulations shall set out the provisions, controls and procedures related to what is stated in paragraphs (2) to (7) of this Article.

Article 11

1- The purpose for which Personal Data is collected shall be directly related to the Controller's purposes, and shall not contravene any legal provisions.
2- The methods and means of Personal Data Collection shall not conflict with any legal provisions, shall be appropriate for the circumstances of the Data Subject, shall be direct, clear and secure, and shall not involve any deception, misleading or extortion.
3- The content of the Personal Data shall be appropriate and limited to the minimum amount necessary to achieve the purpose of the Collection. Content that may lead to specifically identifying Data Subject once the purpose of Collection is achieved shall be avoided. The Regulations shall set out the necessary controls in this regard.
4- If the Personal Data collected is no longer necessary for the purpose for which it has been collected, the Controller shall, without undue delay, cease their Collection and destroy previously collected Personal Data.

Article 12

The Controller shall use a privacy policy and make it available to Data Subjects for their information prior to collecting their Personal Data. The policy shall specify the purpose of Collection, Personal Data to be collected, the means used for Collection, Processing, storage and Destruction, and information about the Data Subject rights and how to exercise such rights.

Article 13

When collecting Personal Data directly from the Data Subject, the Controller shall take appropriate measures to inform the Data Subject of the following upon Collection:

1- The legal basis for collecting their Personal Data.

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2- The purpose of the Collection, and shall specify the Personal Data whose Collection is mandatory and the Personal Data whose Collection is optional. The Data Subject shall be informed that the Personal Data will not be subsequently processed in a manner inconsistent with the Collection purpose or in cases other than those stated in Article (10) of this Law.
3- Unless the Collection is for security purposes, the identity of the person collecting the Personal Data and the address of its representative, if necessary.
4- The entities to which the Personal Data will be disclosed, the capacity of such entities, and whether the Personal Data will be transferred, disclosed or processed outside the Kingdom.
5- The potential consequences and risks that may result from not collecting the Personal Data.
6- The rights of the Data Subject pursuant to Article (4) herein.
7- Such other elements as set out in the Regulations based on the nature of the activity done by the Controller.

Article 14

The Controller may not process Personal Data without taking sufficient steps to verify the Personal Data accuracy, completeness, timeliness and relevance to the purpose for which it is collected in accordance with the provisions of the Law.

Article 15

The Controller may not Disclose Personal Data except in the following situations:

1- Data Subject consents to the Disclosure in accordance with the provisions of the Law.
2- Personal Data has been collected from a publicly available source.
3- The entity requesting Disclosure is a Public Entity, and the Collection or Processing of the Personal Data is required for public interest or security purposes, or to implement another law, to fulfill judicial requirements.
4- The Disclosure is necessary to protect public health, public safety, or to protect the lives or health of specific individuals.
5- The Disclosure will only involve subsequent Processing in a form that makes it impossible to directly or indirectly identify the Data Subject.
6- The Disclosure is necessary to achieve legitimate interests of the Controller, without prejudice to the rights and interests of the Data Subject, and provided that no Sensitive Data is to be processed.

The Regulations shall set out the provisions, controls and procedures related to what is stated in paragraphs (2) to (6) of this Article.

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Article 16

The Controller shall not disclose Personal Data in the situations stated in Paragraphs (1, 2, 5) and (6) of Article (15) if the Disclosure:

1- Represents a threat to security, harms the reputation of the Kingdom, or conflicts with the interests of the Kingdom.
2- Affects the Kingdom's relations with any other state.
3- Prevents the detection of a crime, affects the rights of an accused to a fair trial, or affects the integrity of existing criminal procedures.
4- Compromises the safety of an individual.
5- Results in violating the privacy of an individual other than the Data Subject, as set out in the Regulations.
6- Conflicts with the interests of a person that fully or partially lacks legal capacity.
7- Violates legally established professional obligations.
8- Involves a violation of an obligation, procedure, or judicial decision.
9- Exposes the identity of a confidential source of information in a manner detrimental to the public interest.

Article 17

1- If Personal Data is corrected, completed or updated, the Controller shall notify such amendment to all the other entities to which such Personal Data has been transferred and make the amendment available to such entities.
2- The Regulations shall set out the time frames for correction and updating of Personal Data, types of correction, and the procedures required to avoid the consequences of Processing incorrect, inaccurate or outdated Personal Data.

Article 18

1- The Controller shall, without undue delay, Destroy the Personal Data when no longer necessary for the purpose for which they were collected. However, the Controller may retain data after the purpose of the Collection ceases to exist; provided that it does not contain anything that may lead to specifically identifying Data Subject pursuant to the controls stipulated in the Regulations.

2- In the following cases, the Controller shall retain the Personal Data after the purpose of the Collection ceases to exist:

a) If there is a legal basis for retaining the Personal Data for a specific period, in which case the Personal Data shall be destroyed upon the lapse of that period or when the purpose of the Collection is satisfied, whichever longer.

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b) If the Personal Data is closely related to a case under consideration before a judicial authority and the retention of the Personal Data is required for that purpose, in which case the Personal Data shall be destroyed once the judicial procedures are concluded.

Article 19

The Controller shall implement all the necessary organizational, administrative and technical measures to protect Personal Data, including during the Transfer of Personal Data, in accordance with the provisions and controls set out in the Regulations.

Article 20

1- The Controller shall notify the Competent Authority upon knowing of any breach, damage, or illegal access to personal data, in accordance with the Regulations.

2- The Controller shall notify the Data Subject of any breach, damage or illegal access to their Personal Data that would cause damage to their data or cause prejudice to their rights and interests, in accordance with the Regulations.

Article 21

The Controller shall respond to the requests of the Data Subject pertaining to their rights under this Law within such period and in such method as set out in the Regulations.

Article 22

The Controller shall conduct an impact assessment of Personal Data Processing in relation to any product or service, based on the nature of the activity carried out by the Controller, in accordance with the relevant provisions of the Regulations.

Article 23

Without prejudice to this Law, the Regulations shall set out additional controls and procedures for the Processing of Health Data in a manner that ensures the privacy of the Data Subject and protects their rights under this Law. Such additional controls and procedures shall include the following:

1- Restricting the right to access Health Data, including medical files, to the minimum number of employees or workers and only to the extent necessary to provide the required Health Services.
2- Restricting Health Data Processing procedures and operations to the minimum extent possible of employees and workers as necessary to provide Health Services or offer health insurance programs.

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Article 24

Without prejudice to this Law, the Regulations shall set out additional controls and procedures for the Processing of Credit Data in a manner that ensures the privacy of the Data Subject and protects their rights under this Law and the Credit Information Law. Such controls and procedures shall include the following:

1- Implementing appropriate measures to verify that the Data Subject has given their explicit consent to the Collection of the Personal Data, changing the purpose of the Collection, or Disclosure or Publishing of the Personal Data in accordance with the provisions of this Law and the Credit Information Law.
2- Requiring that the Data Subject be notified when a request for Disclosure of their Credit Data is received from any entity.

Article 25

With the exception of the awareness-raising materials sent by Public Entities, Controller may not use personal means of communication, including the post and email, of the Data Subject to send advertising or awareness-raising materials, unless:

1- Obtaining the prior consent of the targeted recipient for such materials.
2- The sender of the material shall provide a clear mechanism, as set out in the Regulations, that enables the targeted recipient to request stopping receiving such materials if they desire so.
3- The Regulations shall set out the provisions concerning the aforementioned advertising and awareness-raising materials, as well as the conditions and situations concerning the consent of the recipient to receive aforementioned materials.

Article 26

With the exception of Sensitive Data, Personal Data may be processed for marketing purposes, if it is collected directly from the Data Subject and their consent is given in accordance with the provisions of Law; the Regulations shall set out the controls in such regard.

Article 27

Personal data may be collected or processed for scientific, research, or statistical purposes without the consent of the Data Subject in the following situations:

1-If it does not specifically identify the Data Subject.

2-If evidence of the Data Subject's identity will be destroyed during the Processing and prior to Disclosure of such data to any other entity, if it is not Sensitive Data.

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3-If personal data is collected or processed for these purposes is required by another law or in implementation of a previous agreement to which the Data Subject is a party.

The Regulations shall set out the controls required by the provisions of this Article.

Article 28

It is not permissible to copy official documents where Data Subjects are identifiable, except where it is required by law, or when a competent public authority requests copying such documents pursuant to the Regulations.

Article 29

1-Subject to the provisions of Paragraph (2) of this Article, a Controller may Transfer Personal Data outside the Kingdom or disclose it to a party outside the Kingdom, in order to achieve any of the following purposes:

A. If this is relating to performing an obligation under an agreement, to which the Kingdom is a party.
B. If it is to serve the interests of the Kingdom.
C. If this is to the performance of an obligation to which the Data Subject is a party
D. If this is to fulfill other purposes as set out in the Regulations.

2-The conditions that must be met when there is a Transfer or Disclosure of Personal Data, according to what is stated in Paragraph (1) of this Article, are as follows:

A. The Transfer or Disclosure shall not cause any prejudice to national security or the vital interests of the Kingdom.
B. There is an adequate level of protection for Personal Data outside the Kingdom. Such level of protection shall be at least equivalent to the level of protection guaranteed by the Law and Regulations, according to the results of an assessment conducted by the Competent Authority in coordination with whomever it deems appropriate from the other relevant authorities.
C. The Transfer or Disclosure shall be limited to the minimum amount of Personal Data needed.

3-Paragraph (2) of this Article shall not apply to cases of extreme necessity to preserve the life or vital interests of the Data Subject or to prevent, examine or treat disease.

4-The Regulations shall set out the provisions, criteria and procedures related to the implementing this Article, including applicable exceptions for Controllers regarding conditions referred to in Subparagraphs (b) and (c) of Paragraph (2) of this Article, as well as controls and procedures for such exemptions.

Article 30

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1- Without prejudice to the provisions of this Law and the powers of the Saudi Central Bank pursuant to applicable legal provisions, the Competent Authority shall be the entity in charge of overseeing the implementation of this Law and the Regulations.
2- The Regulations shall identify the situations where the Controller shall appoint one or more persons as personal data protection officer(s). and shall set the responsibilities of any such person in accordance with the provisions of this Law.
3- The Controller shall cooperate with the Competent Authority in performing its duties to supervise the implementation of the provisions of this Law and the Regulations, and shall take such steps as necessary in connection with the related matters referred to the Controller by the Competent Authority.
4- The Competent Authority, in order to carry out its duties related to supervising the implementation of the provisions of the Law and Regulations, may:
   A. Request the necessary documents or information from the Controller to ensure its compliance with the provisions of the Law and Regulations.
   B. Request the cooperation of any other party for the purposes of support in accomplishing supervisory duties and enforcement of the provisions of the Law and Regulations.
   C. Specify the appropriate tools and mechanisms for monitoring Controllers' compliance with the provisions of the Law and the Regulations, including maintaining a national register of Controllers for this purpose.
   D. Provide services related to Personal Data protection through the national register referred to in Subparagraph (c) of this Paragraph or through any other means deemed appropriate. The Competent Authority may collect a fee for the Personal Data protection services it may provide.
5- The Competent Authority may, at its discretion, delegate to other authorities the accomplishment of some of its duties that are related to supervision or enforcement of the provisions of the Law and Regulations.

Article 31

Without prejudice to Article (18) herein, the Controller shall maintain records, for such a period as required under the Regulations, of the Personal Data Processing activities, based on the nature of the activity carried out by the Controller. Such records are to be available whenever requested by the Competent Authority. The records shall contain the following information at a minimum:

1-Contact details of the Controller.
2-The purpose of the Personal Data Processing.
3-Description of the categories of Personal Data Subjects.
4-Any other entity to which Personal Data has been, or will be, disclosed.
5-Whether the Personal Data has been or will be transferred outside the Kingdom or disclosed to an entity outside the Kingdom.

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6-The expected period for which Personal Data shall be retained.

Article 32

Repealed.

Article 33

1-The Competent Authority shall set the requirements for practicing commercial, professional or non-profit activities related to Personal Data protection in the Kingdom, in coordination with the competent authorities, and without prejudice to the other requirements set by those authorities in their domain of competence.
2-The Competent Authority may grant licenses to entities that issue accreditation certificates to Controllers and Processors. The Competent Authority shall set the rules to regulate the issuance of such certificates.
3-The Competent Authority may grant licenses to entities that conduct audits or checks of Personal Data Processing activities related to the Controller's activity, in accordance with the provisions stipulated in the Regulations. The Competent Authority shall set the conditions and criteria to grant such licenses, and the rules regulating them.
4-The Competent Authority shall specify the appropriate tools and mechanisms to monitor compliance of Controllers and Processors outside the Kingdom in regard with their obligations as stated in the Law and the Regulations when Processing personal data related to individuals residing in the Kingdom by any means, and shall define procedures to enforce the provisions of the Law and the Regulations outside the Kingdom.

Article 34

A Data Subject may submit to the Competent Authority any complaint that may arise out of the implementation of this Law and the Regulations. The Regulations shall set out the rules for processing the complaints that may arise from implementing this Law and the Regulations.

Article 35

1-Without prejudice to any harsher penalty stipulated in another law, any individual discloses or publishes Sensitive Data, in violation of the provisions of the Law, with the intention of harming the Data Subject or achieving a personal benefit shall be punished with imprisonment for a period not exceeding (two years), or a fine not exceeding (three million) Riyals, or both.
2-The Public Prosecution is responsible for investigating and prosecuting before the competent court for the violation stipulated in Paragraph (1) of this Article.

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3-The competent court shall be in charge of lawsuits arising from the implementation of this Article and issuing the prescribed penalties.
4-The competent court may double the fine penalty stipulated in Paragraph (1) of this Article in the case of recidivism, even if it results in exceeding its maximum limit, provided that it does not exceed double this limit.

Article 36

1-In cases that are not covered in Article (35) herein and without prejudice to any harsher penalty stipulated in another law, a warning or a fine not exceeding (five million) Riyals shall be imposed on every person with a special natural or legal capacity - covered by the provisions of the Law - who violates any of the provisions of the Law or the Regulations. The fine penalty may be doubled in the event of a repeat violation, even if it results in exceeding its maximum limit, provided that it does not exceed double this limit.
2-A committee (or more) shall be formed by a decision of the president of the Competent Authority. The number of its members shall not be less than (three), and one of them shall be appointed as the committee head, and there shall be a technical specialist and a legal advisor among them. The committee is to examine violations and issue warnings or impose fines as stipulated in Paragraph (1) of this Article, considering the type of violation committed, its seriousness and the extent of its impact; provided that the decision of the committee is approved by the president of the Competent Authority or whomever they delegate. The president of the Competent Authority shall issue, by their decision, the rules of work of the committee, and the remunerations of its members shall be determined therein.
3-Anyone against whom a decision has been issued by the committee mentioned in Paragraph (2) of this Article has the right to appeal against them before the competent court.

Article 37

1-Employees and workers appointed by a decision of the president of the Competent Authority shall have the powers to control and inspect the violations stated in this Law or the Regulations. The president of the Competent Authority shall issue the rules and procedures in regard to the work of those employees and workers in accordance with the applicable laws.
2-The employees and workers referred to in Paragraph (1) of this Article may seek assistance from criminal investigations authorities or other competent authorities to carry out their duties concerning control and inspection of violations stipulated in the Law or Regulations.
3-The Competent Authority has the right to seize the means or tools used in committing the violation until a decision is made on it.

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Article 38

1-Without prejudice to the rights of bona fide third parties, the competent court may order the confiscation of funds obtained as a result of committing the violations stipulated in the Law.

2-The competent court, or the committee referred to in paragraph (2) of Article (36), as the case may be, may include in their penalty judgment or decision a provision that a summary of such judgment or decision shall be published at the expense of the violator in one (or more) local newspapers distributed in their area of residence, or using any other proper means. This is based on the type, seriousness and impact of the violation; provided that the publishing shall be after the judgment becomes final, the lapse of the deadline for appeals, or the issuance of a final ruling dismissing the appeal against the judgement.

Article 39

Without prejudice to the provisions of Article (35) and Paragraph (1) of Article (36) of this Law, the Public Entity shall discipline any of its employees who violate any of the provisions of this Law and Regulations, in accordance with the disciplinary provisions and procedures prescribed by law.

Article 40

Without prejudice to the penalties stated in this Law, any individual that suffers a damage as a result of any of the violations stated in this Law or the Regulations may apply to a competent court for proportionate compensation for the material or moral damage.

Article 41

Any person that engages in the Processing of Personal Data shall protect the confidentiality of the Personal Data even after the end of such person's occupational or contractual relationship.

Article 42

The president of the Competent Authority shall issue the Regulations within a period not exceeding (seven hundred and twenty) days commencing on the date of publishing the Law provided that the president must coordinate before issuing the Law with: (Ministry of Communications and Information Technology, Ministry of Foreign Affairs, Communications, Space & Technology Commission, Digital Government Authority, National Cybersecurity Authority, Saudi Health Council, and Saudi Central Bank), each in its own jurisdiction.

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Article 43

This Law shall come into force after (seven hundred and twenty) days commencing on the date of its publication in the Official Gazette.

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