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

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

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

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<table>
<thead>
<tr>
<th>1. Name of Registrant</th>
<th>2. Registration Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qorvis LLC d/b/a Qorvis Communications</td>
<td>5483</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Name of Foreign Principal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kingdom of Saudi Arabia</td>
</tr>
</tbody>
</table>

Check Appropriate Box:

4. ✔ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. □ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. □ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 12/3/2021

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

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

Registrant will plan and execute a successful event to support International Day of the Arabic Language this December in New York City, NY near the United Nations. Registrant will provide all event planning services including: custom design options for event signage/collateral based on client-directed theme; all vendor identification and contract negotiation for hotel, food, security, photography, videography, A/V; communication to speakers and attendees; selection of speaker gifts; development of all run-of-show and work plans; on-site event management. Registrant will also provide services in public relations, marketing, support of local content, and social media management for the benefit of the General Authority for Foreign Trade.

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

Yes ☐ No ☐

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

See response to item 9.

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

Yes ☐ No ☐

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

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

N/A - This statement is filed to update the registrant's contract with the foreign principal.

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Contact</th>
<th>Method</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>This statement is filed to update the registrant's contract with the foreign principal.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Received by NSD/FARA Registration Unit 12/15/2021 6:13:22 PM
12. During the period beginning 60 days prior to the obligation to register\(^3\) for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐

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

<table>
<thead>
<tr>
<th>Date</th>
<th>From Whom</th>
<th>Purpose</th>
<th>Amount/Thing of Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>- This statement is filed to update the registrant's contract with the foreign principal.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Date</th>
<th>From Whom</th>
<th>Purpose</th>
<th>Amount/Thing of Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>- This statement is filed to update the registrant's contract with the foreign principal.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total

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

Yes ☐ No ☐

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Recipient</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>- This statement is filed to update the registrant's contract with the foreign principal.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

December 15, 2021

Jonathan Nicholas

/s/ Jonathan Nicholas
eSigned

Date Printed Name Signature
Contract of “providing managerial, technical, and public relations consultations for King Salman Global Academy For Arabic Language” for ministry of culture

In the city of Riyadh, on 27/04/1443 AH, corresponding to 02/12/2021 CE, this Contract was concluded between the following Parties:

1- Institute for Studies and Consulting Services - Address: Riyadh, Kingdom of Saudi Arabia - P.O. Box (12226) Riyadh(11473) Email:(info@ksiscs.com.sa) - Phone: (0114943709) - Fax: (0114943801), and represented by Saad M. Alrashoud, Ph.D. (Dean of the Institute) to sign this Contract, hereinafter referred to as (the first party).

2- Qorvis LLC, d/b/a Qorvis Communications - Address: 375 Hudson Street, New York, NY 10014 Telephone: +1 (202) 467-6600 - E-mail: elissa.dodge@qorvis.com. CR No. 20205987894, CR date: June 13, 2020, and represented by Michael Petruzello, President and Jonathan Nichols, Vice President and Director of Finance as authorized signatories of this contract, hereinafter referred to as (the second party).

Preamble:
Whereas the First Party had concluded a contract for “providing managerial, technical, and public relations consultations for King Salman Global Academy for Arabic Language” and as the First Party is in need to the services of the Second Party to implement the project “Provide services in public relations, marketing, support the local content, social media management” as a part of the above mentioned contract for the benefit of the General Authority for Foreign Trade;
And whereas the Second Party had expressed its willingness to cooperate with the First Party to implement the project, and since the technical and

أعد تقديم “الخدمات الإدارية والاستشارات الفنية والخدمات الإعلامية لجمع الملك سلمان العالي للغة العربية” لصالح وزارة الثقافة

تم بعون الله في مدينة الرياض بتاريخ 12/4/1443 ه الموافق 02/12/2021 م

الاتفاق بين كل من: 1. معهد الدراسات والاستشارات، وعئواناته: الرياض، المملكة العربية السعودية، صندوق البريد (12226) الرياض البريد الإلكتروني: (info@ksiscs.com.sa) هاتف: (0114943801) هاتف: (0114943709) فاكس: (0114943801)

وتمثله في توقيع هذا العقد سعادة الدكتور/ سعد بن محمد راشد (عبيد المعبد)، ويشار إليه فيما بعد (بالطرف الأول).

Qorvis LLC, d/b/a Qorvis Communications. 2 375 Hudson Street, New York, NY 10014, وعئواناتها: (NY10014) Street, New York, الجبريد الإلكتروني: elissa.dodge@qorvis.com رقم السجل التجاري (20205987894) تاريخه:13/06/2020 م، ويتمثلها في توقيع هذا العقد السيد (مايكل بيتروزولو) بصورة الرئيس، والسيد (جوناثان نيكولز) بصورة نائب الرئيس، ومدير الهيئة، وكما هما مفوضات بالتوقيع، ويشار إليهما فيما بعد (بالطرف الثاني).

تمهيده: لما كان الطرف الأول قد أبحر عقده لم ‘’الخدمات الإدارية والاستشارات الفنية والإعلامية لجمع الملك سلمان العالي للغة العربية’’، ونظرًا لحاجة الطرف الأول لخدمات الطرف الثاني لتنفيذ مشروع "خدمات إعلامية وتسويقية ودعم المحتوى والتصميم وإدارة حسابات التواصل الاجتماعي" من العقد أعلاه.
financial proposal submitted by the Second Party was accepted by the First Party, the above mentioned Parties agreed the following as being fully competent to contract and act:

Article One:
The above preamble is an integral part of this contract to be read and interpreted and is considered complementary to it.

Article Two: Purpose of the Contract
The purpose of this contract is to implement the Project of “Provide services in public relations, marketing, support the local content, social media management”, as a part of the Contract of “providing managerial, technical, and public relations consultations for King Salman Global Academy For Arabic Language” for the benefit of the Ministry of Culture, according to the agreed terms and specifications in the United States of America — New York City, and this includes providing services, individuals, employees and materials and carrying out and fulfilling the works assigned by the First Party within the scope of work to the Second Party in accordance with the terms and documents of the contract.

Article Three: Contract Documents
1- This contract consists of the following documents:
   - A basic contract document.
   - A technical and financial proposal submitted by the Second Party to the First Party attached hereto as Exhibit A.
   - A letter of approval from the First Party to the Second Party attached hereto as Exhibit B.
   - Special conditions, if any, attached hereto as Exhibit C.
   - Fee schedules and price categories attached hereto as Exhibit D.

المادة الأولى:
يعتبر التمهيد أعلاه جزءاً لا يتجزأ من هذا العقد يقرأ ويفسر به، ويعتبر مكملًا له.
المادة الثانية: الغرض من العقد
إن الغرض من هذا العقد هو تنفيذ مشروع "خدمات إعلامية وتسويقية ودعم المنتوى والتصميم وإدارة حسابات التواصل الاجتماعي", من عقد "الخدمات الإدارية والاستشارات الفنية والإعلامية لمجمع الملك سلمان العالمي للغة العربية". لصالح وزارة الثقافة حسب الشروط والمواصفات المتفق عليها في الولايات المتحدة الأمريكية – مدينة نيويورك، ويشمل ذلك تقديم الخدمات والأفراد والموظفين والمواد لتنفيذ وإتمام الأعمال المبينة في نطاق العمل الذي يطلب الطرف الأول من الطرف الثاني القيام بها وفقًا لشروط العقد وواثقه.
المادة الثالثة: وثائق العقد
1- يتألف هذا العقد من الوثائق التالية:
   - وثيقة العقد الأساسية
   - العرض الفني والمالى المقدم من الطرف الثاني للطرف الأول والمرفق كمستند (أ).
   - خطاب الموافقة الموجه من الطرف الأول للطرف الأول والمرفق كمستند (ب).
   - الشروط الخاصة إن وجود ومرفق كمستند (ج).
   - جداول الأتعاب وفئات الأسعار والمرفق كمستند (د).
2- تشكل هذه الوثائق وحدة متكاملة، وتصدر كل وثيقة منها جزءاً من العقد، بحيث تفسر وتمتم الوثائق المذكورة أعلاه بعضها بعضاً. وفي حال وجود تناقض بين ماد أو
These documents constitute an integrated unit, and each document is considered as a part of the contract, so that the above-mentioned documents interpret and complement each other. In the event of any contradiction between the articles, paragraphs, or conditions of the contract documents, the document presented shall prevail over the document that follows in the order stipulated in this article, that is, the basic contract document nullifies any article, paragraph or condition that contradicts its articles, paragraphs or conditions.

Article Four: Scope of Work
The Second Party shall be obligated to implement the scope of work as detailed in the technical and financial proposal submitted by the Second Party for the benefit of the First Party and according to the terms and conditions of this contract in the United States of America – New York City.

Article Five: Contract Term
The term of this contract is (1) Gregorian month and ends with the expiry of its term. In the event of its extension (as mutually agreed upon by the Parties in writing), it ends with the end of the extension period. The term of the contract starts from the date of signing the contract.

Article Six: Contract Value
1- The total value of the contract is (228,225) two hundred twenty-eight thousand two hundred twenty-five US Dollar, including all government fees and taxes, for implementing the scope of work in accordance with the contract documents.

2- In the event that the first party requests an increase in the scope of work, the second party is notified and the cost of the increase in the scope of work submitted by the second party shall be considered for submission to the first party.
Article Seven: Parties Obligations

-Obligations of First party

The First Party shall be obligated to pay the project value to the Second Party as stipulated by this contract, according to a certificate of completion of the executed works, approved by the Ministry of Culture (Employer), provided that the payment is made after the First Party receives payments for the project from the employer (the Ministry), and to be paid for what has been actually accomplished and approved. The First Party shall be responsible for the accuracy, completeness and propriety of information concerning its employer, which the First Party furnishes to the Second Party.

The first party is also responsible for reviewing the deliverables prepared by the second party under this contract and ensuring that these descriptions of the deliverables are accurate in relation to the first party’s system and comply with all applicable laws and regulations of the second party and can be supported by specialized and reliable tests or other objective data it possesses. The first party confirms the accuracy and legality of the deliverables of the second party against the first party’s system based on a certificate of completion issued by the employer after reviewing the deliverables of the second party.

-Obligations of Second party

1. The Second Party shall be obligated to carry out all the works stipulated within the scope of work in Article (4) of this contract to the fullest extent, in accordance with the terms of the contract, and with what was stated in the

المادة السابعة: التزامات الطرفين

- التزامات الطرف الأول

يترتب على الطرف الأول بدفع القيمة المالية للطرف الثاني حسبما ينظمه هذا العقد، وفق شهادة إنجاز عن الأعمال المنجزة، ومعتمدة من وزارة الثقافة، على أن يتم الدفع بعد تسلم الطرف الأول الدفعتات المالية للمشروع من صاحب العمل (الوزارة)، وعلى ما تم إنجازه وقبوله فعلياً. يعد الطرف الأول مسؤولاً عن إعداد وقابلية المعلومات التي يقدمها للطرف الثاني من صاحب العمل من أجل تنفيذ العقد. كما يعد الطرف الأول مسؤولاً عن مراجعة المخرجات التي أعدها الطرف الثاني بناء على هذا العقد والتتأكد أن هذه التوصيفات دقيقة فيما يتعلق بنظام الطرف الأول، وتمثل لجميع القوانين واللوائح المعمول بها والمطبقة على مخرجات الطرف الثاني، ويمكن دعمها من خلال اختبارات مخصصة وموثوقة أو بيانات موضوعية أخرى يملكها الطرف الأول، وكذلك لتتأكد دقة وقانونية توصيفات نظام الطرف الأول بناء على شهادة إنجاز يصدرها صاحب العمل بعد مراجعة مخرجات الطرف الثاني.

- التزامات الطرف الثاني

1. يلتزم الطرف الثاني بتنفيذ جميع الأعمال المبينة في نطاق العمل في المادة (4) من هذا العقد على أتم وجه، وفق بنود العقد المبرم مع الطرف الأول، ووفق ما جاء في العقد الفني والمالى المقدم من الطرف الثاني. بالرغم مما سابق، يقرر الطرفان على أنهما لا يحتفظان بملكية أي مواد يصدرها الطرف الثاني إلى وسائل الإعلام أو لطرف ثالث، ولا يضمن الطرف الثاني استخدام أي وسائل إخبارية لأي من تلك المواد الإخبارية. كما يقرر الطرفان على أن الطرف الثاني لا يحقه التحكم في شكل أو طريقة استخدام وسائل الإعلام أو غيرها لتلك المواد، بما في ذلك، على سبيل المثال لا الحصر.
technical and financial proposal submitted by the Second Party. Notwithstanding the foregoing, the Parties acknowledges and agree that after the Second Party has issued material to the news media or to another third party, its use is no longer under their control, and the Second Party cannot assure the use of news material by any news organization. Similarly, the parties acknowledge and agree that the Second Party cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by the Second Party.

2. The Second Party shall be obligated to carry out all the works required for the project such as attending meetings, conferences, workshops and others.

3. The Second Party shall be obligated to undertake all the amendments, proposals and notes requested by the First Party upon receipt of the project’s interim reports and the final report, provided that the modification period does not exceed (1) business day from the date of delivering those notes to the Second Party and subject to adjustments to the contract value, as contemplated under Article Six.

4. The Second Party shall be obligated to fulfill its obligations according to the financial cost agreed upon in the contract, and shall not demand any additional expenses or expenses.

5. The Second Party shall be responsible for any violation of applicable work and residence regulations with respect to its employees and subcontractors.

6. The second party is responsible for ensuring the accuracy, completeness and suitability of the

المادة الثامنة: استلام المخرجات

في حال وجود ارتباط بين المخرجات والعرض الفني المقدم للطرف الأول، يلتزم الطرف الثاني بتعديل المخرجات حسب الملاحظات خلال يوم عمل من تاريخ استلام الملاحظات.

المادة التاسعة: مسؤولية الأطراف وضمان إنجاز الأعمال.

يلتزم الطرف الثاني بالدفاع عن الطرف الأول وتعويضه وإبعاد الضرر عن الطرف الأول، والجهات الأم، والكيانات
system, products, and services that the second party provides to the first party.

Article Eight: Receipt of the Deliverables
In the event of any difference between the deliverables and the technical proposal submitted to the first party, the second party shall be obligated to amend the deliverables according to the remarks within two business days after notification.

Article Nine: Indemnity and Liability
The Second Party shall defend, indemnify and hold harmless the First Party its parent, subsidiary and affiliated entities, and the officers, directors, shareholders, employees and agents of all such entities (the "First Party Indemnitees") from and against any and all losses damages, liabilities expenses and any other out-of-pocket costs or expenditures (including reasonable outside attorneys’ fees and costs) ("Damages") that the First Party may incur as the result of any claim, suit or proceeding made or brought against the First Party ("Claims") to the extent arising from the Second Party’s negligent acts, omissions, or intentional misconduct. The First Party shall defend, indemnify and hold harmless, the Second Party, its parent, subsidiary and affiliated entities, and the officers, directors, shareholders, employees and agents of all such entities (the "Second Party Indemnitees") from and against any and all Claims and Damages which any the Second Party Indemnitee may incur or be liable for arising out of (i) any materials, permissions, information or specific instructions supplied by the First Party; (ii) allegations that claims, descriptions or representations regarding the First Party, its products, services and competitors in the First Party-approved materials are false, misleading, unsubstantiated or not in accord with relevant legal and regulatory requirements, directives and guidelines applicable to the First Party, its products and industry; or (iii) the nature and use of the First Party’s products and services that the second party provides to the first party.

the indemnity and liability clause is lengthy and complex, covering liabilities and damages incurred by the first party in the event of the second party's negligence, omissions, or intentional misconduct. it details the first party's obligations to defend, indemnify, and hold harmless the first party and its affiliates, as well as the second party and its affiliates. the clause also outlines the second party's obligations to indemnify and hold harmless the first party and its affiliates, as well as the second party and its affiliates, for any claims or damages arising from the second party's materials, instructions, or representations.

the second party is obligated to amend any deliverables that differ from the technical proposal within two business days of notification. this is evidenced by the language "the second party shall be obligated to amend the deliverables according to the remarks within two business days after notification."
services, including, without limitation, allegations that the First Party’s products or services are defective, injurious, or harmful. In no case shall either party’s maximum liability arising out of this contract, whether based upon warranty, contract, negligence, tort, strict liability or otherwise, exceed in the aggregate the fees paid under this contract. In no event shall either party be liable for: (i) indirect, special, incidental or consequential damages, or damages for loss of profits, loss of revenues, loss of opportunities, loss of data, or loss of use damages, arising out of this agreement, deliverables, any statement of work or change order, even if the party has been advised of the possibility of such damages, or (ii) damages relating to any claim that arose more than one (1) year prior to the institution of suit thereon. The foregoing limitations of liability shall not apply to the indemnity obligations of the parties with respect to third party claims. This Article Nine shall survive the termination or expiration of this contract.

Article Ten: Amendments and Changes
This contract shall not be amended except by virtue of a written agreement between the two Parties. The amendment shall be added to the contract as an appendix, and these amendments shall be in force from the date on which both Parties approve it.

Article Eleven: Intellectual Property Rights and Ownership of Documents
A. Ownership of the Second Party’s intellectual property rights in the project Deliverables provided by the Second Party in accordance with the provisions of this contract shall be transferred to the First Party upon payment, provided that such ownership belongs to the Ministry of Culture, which has the right, for any purpose, to dispose of, away from the rights of third parties such as the owners of programs
and work methods of the Second Party or other companies.

B. All documents, reports, studies and worksheets and other deliverables related to the project ("Deliverables") shall, upon payment, be the exclusive property of the First Party, while the Second Party is not entitled to use them except in relation to the implementation of the services subject of this contract.

C. The Second Party shall not use any of the Deliverables or any part of them for the purposes of advertising, even after the end of the contract, except after obtaining the prior written consent of the First Party.

D. The Second Party retains ownership of its works of authorship and other intellectual property created by it prior to or separate from the performance of services under this contract and all materials rejected or not paid-for by the First Party.

E. Notwithstanding any of the foregoing, all materials, rights, data and intellectual property owned by third parties (such as spokespersons, influencers, photography and third party licensed materials) shall remain the sole and exclusive property of such third parties, and the First Party agrees to use such third party materials consistent with the applicable license terms.

Article Twelve: Assignment to Others
The Second Party shall not be entitled to assign to others the contract or any part of it without obtaining the prior written consent of the First Party. However, the Second Party remains responsible to the First Party for any work that it assigns to a third party. In the event that the Second Party fails to obtain the written consent, the First Party has the right to terminate the contract.
Article Thirteen: Subcontracting
The Second Party shall not be entitled to subcontract to carry out all or any part of the works subject of the contract, without obtaining the prior written consent of the First Party. This approval does not relieve the Second Party of responsibility and obligations under this contract, but remains responsible for every act, mistake, or negligence on the part of any subcontractor, its agents, or employees.

Article Fourteen: Delay and Penalty
If the Second Party delays the implementation of any of its obligations in accordance with the schedule specified for the project, it shall be charged with a delay fine of (1%) for each week with a maximum of (20%) twenty percent of the total contract value (according to The Government Tenders and Procurement Law in force in the Kingdom of Saudi Arabia). This fine is due once the delay occurs, without the need to notify, take any judicial procedures or prove the damage. Also, the Second Party may be exempted from the fine if the delay was due to a force majeure in the cases set forth in Article 74 of the Law, provided that the First Party submits the supporting evidence for these reasons as well as the First Party’s approval thereof.

Article Fifteen: Termination of the Contract
1. The first party has the right to terminate the contract thirty (30) days prior with a written notice to the second party. The first party shall bear all fees and expenses incurred up to the termination date, based on a certificate of completion issued by the employer stating the percentage of completion.
2. In cases the Second Party stops providing its services without a appropriate reason, or if it is proven during the course of work that the work implemented by the Second Party is undertaken in a defective or contrary to the
contract, or if the Second Party fails to comply with any condition or provision, or the work is delayed or slow, the First Party shall warn Second Party to rectify this situation within (15 days) by a written communication sent by registered mail or e-mail. If the term expires without rectifying the situation, the First Party may terminate the contract and implement the works at the expense of the Second Party which shall be charged as a compensation for the First Party in either case.

3. Law and regulations shall be applied to every aspect regarding rescission or withdrawal for which there is no text.

**Article Sixteen: Confidentiality**

Each party (the “Recipient”) undertakes to maintain the confidentiality and privacy of the necessary non-public information, whether oral or written, it obtains from the other party (the “Discloser”) in connection with the work (“Confidential Information”). Confidential Information shall not include information previously known to Recipient or materials to which Recipient had access prior to the provision of such information or materials by Discloser; information or materials that are now or later become publicly known; or information or materials provided to Recipient by a third party not bound by a duty of confidentiality to Discloser. The access to Confidential Information is limited to individuals working for the Recipient, to the extent dictated by the requirements of implementing the required work.

**Article Seventeen: Notices and Correspondences**

In the event of any correspondence or notice between the two Parties as registered mail, hand delivery, fax or e-mail to the addresses shown in the beginning of this contract, the Second Party is obligated to inform the First Party in the event of changing any of the communication addresses.
addresses registered in this contract, otherwise any notice by the First Party in case of showing no objection to the notice within 15 days, it shall be considered as legally valid.

Article Eighteen: Disputes
This contract is subject to the laws in force in the Kingdom of Saudi Arabia, while, for every aspect where no text is mentioned, the Government Tenders and Procurement Law issued by Royal Decree No. M/128 dated 13/11/1440 AH and its executive regulations amended by Ministerial Resolution No. 3479 dated 11/1441 AH shall be applied, interpreted, and executed for claims arising therefrom. In the event of a dispute - God forbid - between the two Parties regarding the interpretation or implementation of the provisions of this contract, the two Parties shall resolve it amicably within (15) days from the date of informing the other party. In case the dispute is not resolved amicably, it shall be referred to the competent administrative court in the Kingdom of Saudi Arabia for final and binding adjudication judgment on both Parties.

Article Nineteen: Force Majeure
1. A force majeure is an event that occurs outside or beyond the control of the Parties and cannot be foreseen or avoided, and which renders the performance of the obligations under the Contract impossible, whereby such lack of performance is not attributable to any act, error or omission of any Party or other person, including but not limited to, fire, tornadoes, floods, natural disasters, accidents, wars, military operations, economic bans and other extraordinary weather conditions or changes or hostilities, invasions, rebellions, revolutions, civil disobedience, or terrorist events of any nature or their impact, strikes, riots, civil strikes, civil disturbances, regulatory requirements and
instructions, outbreaks of infectious diseases, pandemics or any of the orders or judgments issued by administrative or judicial authorities in the both countries which directly affects the ability of either Party to implement its obligations under this Contract, but excluding any matters that are within the control of the second party or its suppliers or subcontractors (“Force Majeure”).

2. Failure by any Party to meet its obligations under this Contract shall not be considered as a violation or breach of the Contract if such failure is caused by a Force Majeure, provided that the Parties have taken all reasonable precautions, diligence, and necessary measures in order to execute the Contract’s terms and conditions, and provided that the affected Party immediately notifies the other Party of the occurrence of such Force Majeure event.

3. Delays in performance owing to a Party’s negligence (or to the negligence of a subcontractor), to shortage of resources or materials on the second party’s part or due to inadequate performance shall not be deemed as a Force Majeure unless the shortage in materials or resources is caused by a Force Majeure.

4. The second party shall take all the necessary steps or actions and every effort possible to alleviate the effects of the Force Majeure on his performance and the provision of the services in accordance with the agreed timeline. If there is a delay in carrying out the services due to a Force Majeure, the second party must immediately notify the first party in writing upon the occurrence of such Force Majeure event and should state in this notification (or in
any subsequent notifications) the details of such event and the obligations that are expected to be delayed or not performed during this period, as the case may be. The first party shall have the right to terminate the Contract by agreement with the second party if the execution of the services becomes impossible due to the Force Majeure continuing for a period exceeding sixty (30) days.

Article Twenty: Non-Solicitation

Both parties agree that during the term in which the Second Party provides services to you hereunder and for a period of (1) calendar month thereafter, neither party will solicit or induce any employee of the other party to leave his or her employment, nor hire any such employee to perform the same function. The parties agree that the remedy at law for a breach of this Article shall be inadequate and therefore the non-breaching party shall be entitled to injunctive relief for such breach, without proof of irreparable injury and without posting bond, in addition to any other right or remedy it may have.

Article Twenty-One: Counterparts

This contract made of two duplicates in the Arabic translated to English, and each Party shall receive a copy of the Contract accordingly. In support of the foregoing, this contract was signed on the day and year indicated in its preamble.

(End of Contract)
الطرف الثاني
Qorvis, LLC d/b/a Qorvis Communications

وبمثليها: رئيس الشركة، نائب رئيس الشركة والمدير المالي
Michael Petruzzello
Jonathan Nicholas

الطرف الأول
معهد الدراسات والخدمات الاستشارية

وبمثليه: عميد المعهد
الدكتور/ سعد بن محمد آل رشود

Second Party
Qorvis, LLC d/b/a Qorvis Communications
Represented by
Michael Petruzzello, President and Jonathan Nicholas, Vice President and Director of Finance

Signature
12/3/2021

First Party
Institute for Studies and Consulting Services
Represented by
Saad M. Alrashoud, Ph.D., Dean of the Institute

Signature:
12/3/2021
INTERNATIONAL DAY OF THE
ARABIC LANGUAGE PROPOSAL

Event Planning & Management

Qorvis Communications will plan and execute a successful event to support International Day of the Arabic Language this December in New York City, NY near the United Nations.

Qorvis will provide all event planning services including: custom design options for event signage/collateral based on client-directed theme; all vendor identification and contract negotiation for hotel, food, security, photography, videography, A/V; communication to speakers and attendees; selection of speaker gifts; development of all run-of-show and work plans; on-site event management. Qorvis will report regularly on progress and for approvals, to ensure all deliverable deadlines are met.

Timeline

Qorvis will immediately begin work to plan and execute a ceremony and event to take place no later than December 20, 2021.

Budget

The fee for all Qorvis services outlined above will be $75,000, exclusive of any out of pocket expenses and vendor fees. Qorvis fees are due immediately upon contract signature.

Qorvis will provide all out of pocket vendor estimates and pass-through costs to the client to approve and pay directly. Included below is estimated pricing based on our experience of these types of events and preliminary conversations with the Millennium Hilton One Hotel.

<table>
<thead>
<tr>
<th>Event Venue, Catering &amp; Logistics</th>
<th>$29,000</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Includes the following:</em></td>
<td></td>
</tr>
<tr>
<td>Venue: Millennium Hilton One UN Plaza</td>
<td></td>
</tr>
<tr>
<td>Diplomat ballroom, 2,000 sq ft - General</td>
<td>$6,000</td>
</tr>
<tr>
<td>Session - 2nd floor East Tower (event room rental); the venue includes furniture for the guests, theater style, podium, riser/gage. The venue also includes chairs for the green/meeting room</td>
<td>$8,000</td>
</tr>
<tr>
<td>Governors room, 565 sq ft - 2nd floor East Tower (meeting/green room)</td>
<td>$15,000</td>
</tr>
<tr>
<td>Coffee, snack, sodas, waters catering for 130 people (100 attendees, 5 speakers, staff; Standard linens, tables and chairs); The catering includes breakfast food for guests</td>
<td></td>
</tr>
</tbody>
</table>
when they arrive at the event and for the break between the morning and afternoon events.

<table>
<thead>
<tr>
<th>Audio/Visual</th>
<th>$23,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Includes data projection package, sound system package, wireless lav microphone for 5 people, livestream package, HD camera, video switcher, tripod, audio embedder, setup/breakdown labor, equipment operator labor, equipment operator labor livestream, equipment operator labor – camera, Laptop rental; Custom lighting package.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hotel, Meals, Logistics for Discussion Panel/Invited Guests</th>
<th>$35,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two nights of hotel stay for 20 invited guests; Estimated cost of 2 meals/day for 20 invited guests at the hotel.</td>
<td></td>
</tr>
</tbody>
</table>

- **NOTE:** Hotel rooms at $285/night plus tax. So at least $13,000 of the total $35k budget will be the cost of the rooms; Client will determine how to use the rest of the budget for logistical needs including meals, transportation, thank you gifts, etc.

<table>
<thead>
<tr>
<th>Décor/Flowers</th>
<th>$2,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Centerpieces for check in table, catering tables, arrangements for VIP rooms</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Furniture Rental</th>
<th>$2,425</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 sofa chairs for stage</td>
<td></td>
</tr>
</tbody>
</table>

- For an additional $400, you can also get side round tables.

<table>
<thead>
<tr>
<th>Photography</th>
<th>$3,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 photographer; All photo files following the event and handful of edited photo files immediately after the event for media/social media/website purposes - 4 hours</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Videographer</th>
<th>$10,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 videographer to shoot to</td>
<td></td>
</tr>
<tr>
<td>Official Celebration Ceremony and Panel Discussion; Delivery of Raw Video Footage Following Event; Qorvis Production of 1-Min Social Media Video 3-Min - Event Recap Video</td>
<td>$15,000</td>
</tr>
<tr>
<td>- Depending on how many event programs and other collateral material you need printed our original estimate of $15,000 should cover all printing including all banners.</td>
<td></td>
</tr>
</tbody>
</table>

| Design Production & Printing | $15,000 |
| Event Program, Stage Banners, Pop-Up Banners, Podium Sign, Registration Lists, Speaker Name Badges, Etc. |
| 3 Large, Printed Backdrops for the Stage |
| 5 Retractable Free-Standing Pop-Up Banners; 1 Welcome Banner, 4 Book Cover Pop-Up Banners with Barcode. |
| Note that banners vendor needs all final artwork by Monday, November 29 at 12 PM. |

| Translator Services | $15,000 |
| 2 Interpreters and 50 Headsets |

| Speaker Gifts / Appreciation Shields | $1,800 |

| Valet Parking | $1,500 |
| Assumes 50 Cars |

| International Day of the Arabic Language Contest Budget/Award | $5,000 |
| Placeholder for Arabic Language Club |

| Contingency (Placeholder: Unknown/Unplanned Costs) | $10,000 |

| Total: | $153,225 |