

U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Glover Park Group, LLC

2. Registration No.

5666

3. Name of Foreign Principal

The Embassy of the Kingdom of Saudi Arabia (Previously listed as The Government of Saudi Arabia)

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

Registrant will provide communications and government relations counsel and support to the foreign principal in connection with general foreign policy and related matters, as well as legislative, public policy and media-related activities of interest. As requested, registrant will undertake specific advocacy assignments with regard to legislative, public policy or public affairs matters.

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

Registrant will provide communications and government relations counsel and support to the foreign principal in connection with general foreign policy and related matters, as well as legislative, public policy and media-related activities of interest. As requested, registrant will undertake specific advocacy assignments with regard to legislative, public policy or public affairs matters.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

Registrants activities may include specific advocacy assignments with regard to U.S. Government officials, Members of Congress and their staffs, representatives of media organizations and/or in other activities of interest to the foreign principal, including the Middle East regional security, counter-terrorism, and related issues.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
July 28, 2018	Joel Johnson, Managing Director	/s/ Joel Johnson
		eSigned

Footnote: "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.



June 4, 2018

His Royal Highness Prince Khalid bin Salman bin Abdulaziz
Ambassador of the Kingdom of Saudi Arabia to the United States of America
The Embassy of the Kingdom of Saudi Arabia
601 New Hampshire Avenue, NW
Washington, DC 20037

Your Excellency:

This letter will serve as the formal Letter of Agreement ("Agreement") under which The Glover Park Group, LLC ("GPG") will represent The Embassy of the Kingdom of Saudi Arabia ("the Client") as a public affairs and communications consultant. The terms and conditions of the Agreement are stated below and supersede any prior terms and conditions.

1. **Advisory Duties.** GPG shall devote such time and effort in performance of its duties as may reasonably be requested by the Client. GPG shall be available to meet with the Client or its representatives on a regular basis. GPG's duties under this Agreement shall include:
 - a. *Providing government relations and communications counsel and support to the Client in connection with general foreign policy and related matters, as well as public policy and media-related activities of interest. As requested, registrant will undertake specific advocacy assignments.*
 - b. *Specific issues to be addressed and services to be performed by GPG will be communicated on a regular basis to GPG as determined by the Client.*
2. **Term.** GPG's duties under this Agreement shall commence on January 1, 2018 and continue until December 31, 2018.
3. **Conflicts.** During the Term of this Agreement, and for one year thereafter upon expiration or termination of this Agreement, GPG will not perform any work or accept any engagement for another government or governmental entity, or for any other client whose interests or objectives may be adverse to the interests or objectives of the Client, without prior written approval by the Client.
4. **Compensation and Payment Terms.**
 - a. **Monthly Fees.** In complete consideration for the services to be rendered under this Agreement, the Client shall pay GPG a \$150,000 per month fixed fee for services (covering all expenses except as set forth in 4.c. below) rendered between January 1, 2018 and December 31, 2018.
 - b. **Additional Fees.** Prior to commencing such services, the Client shall also pay GPG, upon receipt of invoices from GPG for the costs of all preapproved (in writing): (i) production and research projects, such amounts based on the budgets set forth for such projects, (ii) website development, start-up and ongoing maintenance fees, such amounts based on the budgets set forth for such projects, and (iii) development, production, and placement of paid advertisements, the standard GPG commission on media buys, which commission is set forth at 15% of the gross media spend. Upon completion of any such

services, GPG will reconcile actual costs to estimates, and invoice or refund the Client as necessary.

- c. Expenses. GPG will obtain Client's prior written approval for out-of-pocket subcontractor and travel expenses, such as: transportation, meals, accommodations at cost as incurred, and any sales and use taxes related to those out-of-pocket expenses.
- d. Invoices; Payments Thereof. GPG will submit invoices on a quarterly basis to The Client for fees incurred under the terms of this Agreement. Upon receipt of the quarterly invoice, payment will be made to GPG. All invoices are to be emailed to Mr. Mohammed Almajed at mmajed@saudiembassy.net.

5. Disclosure and Confidentiality. GPG agrees to the following:

(a) GPG shall use any information disclosed to GPG by the Client under this Agreement solely for the purposes expressly contemplated by this Agreement. GPG shall hold in strict confidence all Confidential Information (as defined in (b) disclosed to or otherwise obtained by it and protect all such Confidential Information with the utmost duty of care. Except as required by law and subject to the prior notification requirement discussed in (e) below, GPG may disclose Confidential Information only to those members of its Staff who (i) have an absolute need to know the Confidential Information; (ii) are affirmatively required by GPG to maintain the confidentiality of such Confidential Information in accordance with the provisions of this Agreement and (iii) are informed of such confidentiality obligations.

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

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

(d) No license or other rights of any kind, express or implied, in or to the use of the Confidential Information is granted to GPG or its Staff hereby. All information furnished to GPG in connection with this Agreement (including any copies, notations, or assessments based on such

information) and all GPG work product shall be returned to the Client upon request, and automatically upon termination of this Agreement.

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

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

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

6. Termination of Agreement. Notwithstanding the terms of this Agreement, either party may terminate this Agreement upon 15 days written notice to the other, with no further obligation other than for the Client to pay GPG such fees which would have accrued and expenses incurred up to and through the 15-day notice period, except that the Client may terminate this Agreement at any time effective immediately in the event that GPG engages in conduct that may negatively impact GPG's public image and, by association, the public image of the Client.

Upon termination, the fixed monthly fee shall be prorated on the basis of the portion of the one-month term that had elapsed prior to the effective date of the termination and GPG shall refund the Client for any advanced monthly or quarterly payments.

7. Legal Filings. It is understood that GPG may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of the Client and thereafter will be required to file the reports required by FARA, detailing its lobbying activities the Client's behalf. It is further understood that GPG will comply with all Federal statutes, regulations and ethics rules, governing its activities on behalf of the Client, with the United States Congress and Federal Executive Branch departments and agencies.

If the foregoing accurately reflects the understanding reached by GPG and the Client, please sign this letter in the space indicated below and return an executed copy.

Sincerely,

Joel Johnson
Managing Director

Agreed to and accepted:

Embassy of the Kingdom of Saudi Arabia

By: 

Name: SAMI AL-SADHAN

Date: 07/19/2018

The Glover Park Group, LLC

By: 

Name: Michele Soho, Chief Operating Officer

Date: 6/22/2018