

U.S. Department of Justice  
 Washington, DC 20530

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Fleishman-Hillard, Inc.	2. Registration Number 5801
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3. Primary Address of Registrant  
 200 North Broadway, St. Louis, MO 63102

4. Name of Foreign Principal Future Investment Initiative Institute	5. Address of Foreign Principal RDC Complex, Building CS01, 4th Floor, Unit 9, 4044 Al Imam Saud Ibn Abdul Aziz Branch Road Riyadh, Al Nakhil SAUDI ARABIA 12382
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6. Country/Region Represented  
 SAUDI ARABIA

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

- Government of a foreign country<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (*specify*) Non-profit foundation
- Individual-State nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant
  
- b) Name and title of official(s) with whom registrant engages

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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

- a) Name and title of official(s) with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The FII Institute is a global non-profit foundation focused on impactful solutions in AI and robotics, education, healthcare, and sustainability. With a data-driven approach combined with an innovative investment arm, the Institute has been at the forefront of fostering transformative changes and global collaboration.

b) Is this foreign principal:

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

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

See Appendix for Response

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

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

Date	Printed Name	Signature
01/31/2024	Kelly Garner	/s/Kelly Garner
_____	_____	_____
_____	_____	_____
_____	_____	_____

U.S. Department of Justice  
Washington, DC 20530

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Fleishman-Hillard Inc.	2. Registration Number 5801
---	--------------------------------

3. Primary Address of Registrant 200 North Broadway St. Louis, MO 63102
---

4. Name of Foreign Principal Future Investment Initiative Institute (FII Institute)	5. Address of Foreign Principal RDC Complex, Building CS01, 4th Floor, Unit 9 4044 Al Imam Saud Ibn Abdul Aziz Branch Road Al Nakhil, Riyadh 12382, Saudi Arabia
--	---

6. Country/Region Represented Saudi Arabia
---

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

- Government of a foreign country<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (*specify*) Non-profit foundation
- Individual-State nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant
  
- b) Name and title of official with whom registrant engages

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

---

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

- a) Name and title of official with whom registrant engages
- b) Aim, mission or objective of foreign political party

---

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The FII Institute is a global non-profit foundation focused on impactful solutions in AI and robotics, education, healthcare, and sustainability. With a data-driven approach combined with an innovative investment arm, the Institute has been at the forefront of fostering transformative changes and global collaboration.

b) Is this foreign principal:

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

---

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

The FII Institute is a global nonprofit organization with its headquarters in Riyadh, Saudi Arabia. FII Institute is governed by its Board of Trustees, appointed by Saudi royal decree to align FII Institute's activities with its vision and mission. The Chairman of FII Institute is the Governor of the Public Investment Fund.

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.


Not applicable.

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**EXECUTION**

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

Date	Printed Name	Signature <sup>1</sup>
<u>1/31/27</u>	<u>Kelly Garner Corporate Controller, Sr. VP &amp; Sr. Partner Fleishman-Hillard Inc.</u>	
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<sup>1</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

## Appendix

### Response to Item 11

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

Item 10(b) Owned: The FII Institute is a global nonprofit organization with its headquarters in Riyadh, Saudi Arabia. FII Institute is governed by its Board of Trustees, appointed by Saudi royal decree to align FII Institute's activities with its vision and mission. The Chairman of FII Institute is the Governor of the Public Investment Fund.

Item 10(b) Financed: The FII Institute is a global nonprofit organization with its headquarters in Riyadh, Saudi Arabia. FII Institute is governed by its Board of Trustees, appointed by Saudi royal decree to align FII Institute's activities with its vision and mission. The Chairman of FII Institute is the Governor of the Public Investment Fund.

Item 10(b) Subsidized: The FII Institute is a global nonprofit organization with its headquarters in Riyadh, Saudi Arabia. FII Institute is governed by its Board of Trustees, appointed by Saudi royal decree to align FII Institute's activities with its vision and mission. The Chairman of FII Institute is the Governor of the Public Investment Fund.

U.S. Department of Justice

Washington, DC 20530

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

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

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

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

1. Name of Registrant  
Fleishman-Hillard, Inc.

2. Registration Number  
5801

3. Name of Foreign Principal  
Future Investment Initiative Institute

Check Appropriate Box:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/19/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Fleishman-Hillard Inc. (Registrant) has been retained by Future Investment Initiative Institute (FII Institute) to provide communications services in connection with FII's Priority Summit being held in Miami on February 23-24, 2024. The services will be provided in accordance with the Letter of Agreement (LOA) entered into between Registrant and the FII Institute. Specifically, Registrant has been engaged to develop and facilitate media opportunities for the FII Institute, including identifying targets for FII's spokesperson, conducting outreach to secure media interviews, background briefings, and commentary opportunities, and developing preparatory materials, as described further in Exhibit A to the LOA. Although the LOA provides that its effective date is January 19, 2024, the LOA was not signed until January 29, 2024, and no registrable activities have been conducted in the United States prior to the submission of this registration statement.

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

Registrant was engaged to provide communications services to FII Institute that will consist of development and facilitation of media opportunities for the FII Institute in connection with FII's Priority Summit in Miami, Florida, including identifying targets for FII's spokesperson, conducting outreach to secure media interviews, background briefings, and commentary opportunities, and developing preparatory materials.

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

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.

While the Priority Summit is intended to serve as a platform for global leaders, investors, CEOs, entrepreneurs, scientists, cultural figures, media, and FII Institute members, the services to be provided by Registrant will be limited to media relations services to develop and facilitate media opportunities for FII Institute in connection with the summit.

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

Yes  No

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

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

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

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

Yes  No

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

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes  No

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

Date	Recipient	Purpose	Amount/Thing of Value
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<sup>1</sup> "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.

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

**EXECUTION**

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

Date	Printed Name	Signature
01/31/2024	Kelly Garner	/s/Kelly Garner
_____	_____	_____
_____	_____	_____
_____	_____	_____

U.S. Department of Justice

Washington, DC 20530

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Pursuant to the Foreign Agents Registration Act of  
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1. Name of Registrant  Fleishman-Hillard Inc.	2. Registration Number  5801
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3. Name of Foreign Principal

Future Investment Initiative Institute

Check Appropriate Box:

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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? Executed 01/29/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Fleishman-Hillard Inc. (Registrant) has been retained by Future Investment Initiative Institute (FII Institute) to provide communications services in connection with FII's Priority Summit being held in Miami on February 23-24, 2024. The services will be provided in accordance with the Letter of Agreement (LOA) entered into between Registrant and the FII Institute. Specifically, Registrant has been engaged to develop and facilitate media opportunities for the FII Institute, including identifying targets for FII's spokesperson, conducting outreach to secure media interviews, background briefings, and commentary opportunities, and developing preparatory materials, as described further in Exhibit A to the LOA. Although the LOA provides that its effective date is January 19, 2024, the LOA was not signed until January 29, 2024, and no registrable activities have been conducted in the United States prior to the submission of this registration statement.

---

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

As described in the response to Item 8 above, Registrant was engaged to provide communications services to FII Institute that will consist of development and facilitation of media opportunities for the FII Institute in connection with FII's Priority Summit in Miami, Florida, including identifying targets for FII's spokesperson, conducting outreach to secure media interviews, background briefings, and commentary opportunities, and developing preparatory materials.

---

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

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 above. While the Priority Summit is intended to serve as a platform for global leaders, investors, CEOs, entrepreneurs, scientists, cultural figures, media, and FII Institute members, the services to be provided by Registrant will be limited to media relations services to develop and facilitate media opportunities for FII Institute in connection with the summit.

---

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

Yes  No

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

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

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

Date	Contact	Method	Purpose
------	---------	--------	---------

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

Yes  No

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

Date Received	From Whom	Purpose	Amount/Thing of Value
---------------	-----------	---------	-----------------------

Total

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> 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.


Date	Recipient	Purpose	Amount
------	-----------	---------	--------

<sup>1</sup> "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.

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

**EXECUTION**

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

Date	Printed Name	Signature
<u>1/31/24</u>	<u>Kelly Garner Corporate Controller, Sr. VP &amp; Sr. Partner Fleishman-Hillard Inc.</u>	
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<hr/>	<hr/>	<hr/>



## FLEISHMANHILLARD

January 19, 2024

Future Investment Initiative Institute  
Attn: Richard Attias,  
RDC Complex, Building CS01, 4th Floor, Unit 9  
4044 Al Imam Saud Ibn Abdul Aziz Branch Road  
Al Nakhil, Riyadh 12382, Saudi Arabia  
re: Letter of Agreement ("LOA")

**CONFIDENTIAL**

Dear Mr. Richard Attias:

Thank you for the opportunity to work with Future Investment Initiative Institute ("Client" or "you" or "FII"). This Letter of Agreement ("LOA"), effective as of January 19, 2024 ("Effective Date"), is by and between FII and Fleishman-Hillard Inc., using the trademark FleishmanHillard ("FH" or "we" or "us"). The parties may negotiate a more detailed agreement ("Service Agreement") to govern their relationship. This LOA will, subject to survival terms below, expire upon the signing by the parties of the Service Agreement, or as of March 31, 2024, whichever occurs earlier. This LOA may be extended in writing signed by both Client and FH or may be terminated in the manner set forth below.

1. *Engagement.* Client hereby engages FH to furnish professional communications services ("Services") as described in the Scope of Work ("SOW") set forth in Exhibit A attached hereto. FH agrees to confer regularly with Client on status, issues, and questions as they arise during the term of Services.

2. *Professional Fees.* FH's fees for professional Services under this LOA will be billed to Client at FH's standard hourly rates in effect at the time Service is rendered, and total fees hereunder will not exceed the total fee amount set forth in the SOW unless agreed to in writing by the parties.

3. *Out-of-pocket Expenses, Third-party charges, and Data Stack Fees.* In addition to professional fees, Client agrees to pay the out-of-pocket expenses incurred by FH on behalf of Client in FH's performance of Services under this LOA, as well as the Data Stack Access and Fees described in the SOW attached hereto. Charges for vendors, production services and contractors, media buys, and major purchases, etc. are not included in professional fees or routine out-of-pocket expenses and will be charged separately. If FH anticipates incurring major out-of-pocket expenses or any other third-party charges, FH will advise Client in writing, and if Client approves such major out-of-pocket expenses and such third-party charges, FH will pre-bill Client in advance, and Client will pay FH in time for FH to pay such major out-of-pocket expenses and third-party charges by the time they are due. For convenience of the parties, FH may seek approval and Client may grant approval via exchange of emails.

4. *Billing and Invoices.* In addition to invoices for pre-billed major out-of-pocket expenses and any third-party charges described above, FH will send Client the invoices for fees and routine out-of-pocket expenses and Data Stack Access and Fees, incurred in the billing period prior to the invoice date in accordance with the invoicing and payment procedures specified in the attached SOW. In addition to paying pre-bills by specified due dates, Client will pay FH's fee and routine out-of-pocket expense and Data Stack fee invoices on the schedule specified in the attached. FH reserves the right, in case (a) credit insurers decline coverage, or revise or withdraw coverage on Client or (b) Client's credit rating (through Euler Hermes or other source) adversely changes, to change the terms of payment under this LOA (including the right to require payment in advance) for FH's fees, out-of-pocket expenses, Data Stack Access and Fees, and third-party charges.

5. *Confidentiality.* a. During the term of this LOA, FH or Client (each, a "Discloser") may directly or through representatives disclose to the other party (each, a "Recipient") non-public information of Discloser, such as financial, strategic, business or proprietary information, including information about services, products, rates, pricing, discounts, technologies, policies, processes, employees, customers, or vendors, the specific terms of this LOA; technical or business information or ideas, designs, plans, drawings, software and data; procedures; operation plans and processes; projections; results; documentation, models, maps, images, reports, statements, tabulations, summaries, letters and notes; research and other information, material or items; any copies of any of the foregoing; and any notes, analyses, compilations, studies, interpretations or other documents prepared by either Discloser, or other information that is identified as confidential at the time of disclosure to Recipient or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential to Discloser (collectively, "Confidential Information"). Recipient will keep confidential Discloser's Confidential Information with commercially reasonable precautions and at least the same level of care as the Recipient treats its own Confidential Information, and will use such information only as needed to perform this LOA. Recipient will limit the use of, and access to, Discloser's Confidential Information to Recipient's employees and contractors who have a need to know the information to perform or



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to support this LOA and who have confidentiality obligations to Recipient that apply to Discloser's Confidential Information consistent with the requirements herein. Recipient will have no obligation of confidentiality with respect to Confidential Information that: (i) was known to Recipient without any obligation of confidentiality prior to receipt from Discloser; (ii) is or becomes publicly available without Recipient's breach of this LOA; or (iii) is developed by or for Recipient without use of Discloser's Confidential Information. If Recipient is required to disclose Discloser's Confidential Information pursuant to law or valid legal process (e.g., court order, subpoena, warrant, etc.), Recipient may do so in order to comply with legal process and to avoid sanctions or penalties, but will, where legally permitted, provide Discloser with prior notice, so that Discloser may seek at its expense a protective order or other defense to disclosure. Recipient will reasonably cooperate with Discloser's defense efforts. The rights and obligations of the parties under this Section 5 will survive for the longer of (i) five (5) years after expiration or termination of this LOA, or (ii) the applicable statute of limitations period, and (iii) in any event, in the case of any Confidential Information identified at the time of disclosure to Recipient as trade secret under applicable law, until such information no longer constitutes trade secret under applicable law. The Disclosing Party may in addition to other available remedies seek injunctive relief to enforce this Section 5.

6. *Ownership.* Upon payment by Client to FH for all fees, costs, and expenses due under this LOA, and subject to this Section 6, FH will transfer to Client FH's rights, title and interest in and to the tangible materials produced or authored by FH and delivered to Client under this LOA ("Materials"). To the extent that all or any part of the Materials does not qualify as a "work made for hire" under applicable law, then upon receipt of payment by FH as stated above, FH hereby assigns to Client FH's rights, title, and interest therein without further action required by the parties. Notwithstanding the foregoing:

- a. FH retains all of its rights, title and interest in and to "FH Property," which includes (i) all materials owned by or licensed to FH prior to, or separately from, performance of Services under this LOA or any SOW, and all modifications, improvements and enhancements thereof, (ii) all Data Stack tools and rights, and (iii) all generic, client agnostic, or proprietary information, ideas, concepts, methodologies, templates, software, processes or procedures used, created or developed by FH in the general conduct of its business, regardless of whether such FH Property is used by FH for Client's benefit, or made available by FH for use by Client. To the extent FH Property is incorporated in Materials produced for Client hereunder, FH hereby grants to Client a non-exclusive, perpetual, worldwide, royalty-free license to use such FH Property (not including software and Data Stack tools and access) solely as incorporated in and for the use of the Materials; and unless otherwise agreed to in writing signed by the parties, software as described above may not be used by Client after the term of this LOA.
- b. Notwithstanding the foregoing, all property that would be considered Materials but that was developed or created by anyone other than FH (e.g. talent rights or likeness, photography, artwork, props, music, and software or code, including open source) ("Third-Party Property") shall remain the sole and exclusive property of such third parties, and Client agrees to use Third-Party Property consistent with the restrictions for such Third-Party Property communicated to Client in writing.

7. *Limitation of Liability.* Notwithstanding anything to the contrary contained in this LOA, in no event shall either party be liable to the other for any punitive, exemplary, incidental, consequential, lost profits, or other special damages in connection with any loss, claim, or other liability arising out of or related to this LOA. FH's total liability in the aggregate to Client arising under this LOA (howsoever arising) will be limited in an amount equal to the total amount payable to FH in professional fees (not including out-of-pocket expenses or third-party charges) during the latest twelve (12) months of Services under this LOA. The foregoing limitation on the amount of FH's liability will not apply where Client sustains a third-party claim to the extent caused by FH's gross negligence, willful misconduct, or fraud.

8. *Termination.* Either party may terminate this LOA and/or any SOW at any time, with or without cause, by giving the other party at least fifteen (15) days prior written notice, specifying the effective date of termination. If FH has incurred non-cancellable third-party expenses on behalf of Client, Client agrees to pay such expenses as and when due. The parties expressly agree that Sections 4, 5, 6, 7, and 8 and their application to any SOW hereunder will survive expiration or any termination of this LOA.

Each party represents and warrants that the individual signing on its behalf below has the full right and authority to enter into this LOA and to bind such party. If you agree with the terms set forth in this LOA, please return a signed copy to FH. The parties agree that copies signed in counterparts and electronically exchanged may serve as original documents. We appreciate this opportunity to work with you and look forward to a collaborative and rewarding experience!

Very truly yours,

Agreed to and accepted as of the Effective Date.

FleishmanHillard

Future Investment Initiative Institute



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By: Colin M. Hart  
Colin Hart, Senior Vice President & Partner

for   
Richard Attias, CEO



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### Exhibit A – Scope of Work

This Scope of Work (“SOW”) effective as of January 19, 2024 (“SOW Effective Date”), is incorporated into, governed by and made part of the attached Letter of Agreement (“LOA”) between Client and FH that was effective as of the LOA Effective Date; and unless otherwise defined herein, all capitalized terms in this Exhibit A have the same meanings as defined in the attached LOA.

This SOW commences as of the SOW Effective Date and will expire as of March 31, 2024, unless sooner terminated in accordance with the LOA.

#### 1. Scope of Work and Budget (Including Fees and Costs)

##### Media Relations -- \$145,000

At the FII Priority event in Miami, FL on February 22<sup>nd</sup> and 23<sup>rd</sup>, FleishmanHillard will develop and facilitate media opportunities for the FII Institute – including identifying potential contacts for FII’s spokesperson, conducting outreach to secure media interviews, background briefings, and commentary opportunities, and developing preparatory materials.

The media relations services FH will provide at FII Priority Miami 2024 include:

##### Pre-Event

- Alignment on priority spokespeople, key messages, and areas of commentary / thought leadership
- Confirmation of speakers and attendees for additional media pitching
- Outreach to key media to secure interviews and media briefings
- Outreach to select media to secure media contributors

##### At FII Priority Miami

- On-site spokesperson interviews and media briefings with business, financial services, and current affairs press
- Broadcast interviews with media outlets and contributor networks agreed upon by FII and FleishmanHillard
- Coordination with media contributors

##### Post-Event

- Tailored follow-up with on-site press and spokesperson interviewers to drive additional coverage or editorial opportunities, if appropriate
- Post-event media relations report outlining media participants, interviews arranged and secured, and other key metrics

##### On-Site Staffing

- 2 team members leading on-site media relations for 5 days; 5 more team members on the ground for two days

#### 2. Budget (fees, expenses, and charges)

##### **Professional fees:**

FH will invoice Client at FH’s standard hourly professional rates in effect at the time Services are rendered; during 2023, in the USA, those rates range from \$90 per hour for interns up to \$565 per hour for sr. vice president/sr. partner.

Total estimated professional fees for this SOW will not exceed: \$145,000 (not including applicable withholding or other taxes specified below).

FH will not invoice Client for more than this amount of professional fees without written consent from Client. If FH activity is below the above not to exceed fee amount, FH will only bill for fees actually incurred.

##### **Ordinary out-of-pocket expenses:**

In addition to professional fees, FH will invoice Client for ordinary out-of-pocket expenses at the time FH invoices Client for professional fees.

Total estimated ordinary out-of-pocket expenses for this SOW will not exceed: \$10,000.

FH will not invoice Client for more than this amount of out-of-pocket expenses without written consent from Client.

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Ordinary out-of-pocket expenses include, but are not limited to, travel expenses, transportation, meals, lodging, messenger, delivery, agreed upon production insurance premium costs (if applicable), and other routine expenses.

***Third-party charges:***

FH will invoice and Client will pay for third-party charges in advance in time for FH to meet third-party invoice due dates, in accordance with the terms of the LOA. Third-party charges will be in such amounts as agreed in writing by the parties.

Third-party charges include, but are not limited to, advertising space, time and other media, directly or through a third-party media purchaser, or third-party agreements for goods and services related to production, location, creative, including, but not limited to, video/photography, graphic/design arts, technology (not including FH Data Stack Access and Fees described below), music, or digital services, celebrity or other talent, venue rental, catering, etc., or as otherwise appropriate to support Services.

***FH Data Stack Access and Fees:***

(a) In performing the Services under this SOW, FH will access the FH Data Stack ("Data Stack"), defined as a suite of third-party licensed tools that collectively enhance quality and speed of data used to inform the following four key areas: (i) audience insights, (ii) cultural insights, (iii) influencer and media targeting, and (iv) listening to support planning and reporting. Individual tools in the Data Stack may change over time as new tools become available or needs change, but the Data Stack will always be comprised of tools selected to inform these four areas.

(b) Notwithstanding any contrary provision herein, in addition to professional fees for FH's time and Services, and other expenses and charges agreed to by the parties, Client agrees to pay FH a "Data Stack Fee," which is an amount equal to three percent (3%) of total fees under this SOW for FH's access to the Data Stack on Client's behalf. The Data Stack Fee is added to each invoice and is calculated based on FH's professional fees billed in the applicable invoice.

(c) For avoidance of doubt, Client acknowledges and agrees that (i) FH obtains the rights to access the tools in the Data Stack on an aggregate basis for use with all FH clients; (ii) FH charges the Data Stack Fee to all clients for whom FH accesses the Data Stack as a fixed percentage of each such client's professional fees; (iii) Client does not receive a license nor access to the Data Stack directly, but instead FH will access the Data Stack on behalf of Client and FH will provide data and intelligence to Client gained from the use of such tools; and (iv) all data and information received from FH through or from the Data Stack will be used by Client solely for Client's own internal business purpose unless FH authorizes other uses in writing.

(d) The Data Stack Fee does not include charges for other data sources outside of the tools in the four areas comprising the Data Stack. If Client approves FH's use of such other data sources, if nominal in amount, those data charges will be invoiced to Client as ordinary out-of-pocket expenses due and payable when professional fees are due and payable under this SOW; and if significant in amount, such other data charges will be treated like third-party charges, and FH and Client will agree in advance to the budget and timing of payment, and in any event, FH will bill and Client will pay such charges in time for FH to meet the third-party due dates.

***Withholding:***

Where withholding taxes or other non-recoverable taxes are applicable under the Laws of any jurisdiction, Client WILL increase payment to FH such that the net amount received by FH is equal to the amount which FH would have received had the payment not been subject to such withholding or other non-recoverable taxes. For avoidance of doubt, such withholding or other taxes are in addition to the above-referenced "not to exceed" amount of \$145,000 for professional fees.

**3. INVOICING AND PAYMENT:**

Notwithstanding anything to the contrary in this LOA or SOW, in addition to any advance invoicing and payment terms for third-party charges stated in this LOA or SOW: (a) FH will initially invoice Client upon the signing of this LOA for 50% of the estimated professional fees and out-of-pocket expenses (\$72,500 fees and \$5,000 OOP), and Client will remit such payment in US Dollars upon receipt of invoice; (b) thereafter, on February 19, 2024, FH will invoice Client 25% of the remaining balance of unpaid professional fees and out-of-pocket expenses; and (c) promptly following completion of FH's Services in March 2024, FH will invoice



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Client the remaining balance of all unpaid professional fees and out-of-pocket expenses. Payment by Client of the first invoice may be required by FH promptly following signing of the LOA so that FH may start Services on the expedited timeline. Payment by Client of the second and third invoices for professional fees and out-of-pocket expenses will be in US Dollars due not later than 30 days following date of each invoice. Payment by Client of third-party charge invoices will be paid in time for FH to meet such third-party payment due dates. Any amounts billed in advance by FH as estimated fees or expenses that are NOT actually incurred will be refunded to Client or applied as credit to the next amount due from Client.

**4. OTHER ADDITIONAL TERMS:**

FleishmanHillard will make such filings, if appropriate, as required by the United States Foreign Agents Registration Act ("FARA") and any other disclosure, reporting, or other laws of the United States and any other jurisdictions, as applicable to this LOA and/or the relationship between the parties hereunder, and Client will reasonably cooperate to enable FH to comply. Similarly, Client will also comply with corresponding laws as applicable to it, this LOA and/or the relationship between the parties hereunder. Each party will where legally permissible and reasonably feasible notify the other party in advance of any such filings referencing the other party or this LOA or the relationship hereunder.

This SOW is entered into by the parties through their duly authorized representatives as of the SOW Effective Date.

Fleishman-Hillard Inc.

By: Colin M. Hart  
Colin Hart, Senior Vice President & Partner

Future Investment Initiative Institute

for  
By: [Signature]  
Richard Attias, CEO