

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 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 (FII 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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 09/01/2026
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Fleishman-Hillard Inc. (Registrant) has been retained to provide additional communications services to Future Investment Initiative Institute (FII Institute). The additional services to be provided by Registrant to FII Institute include the development of pitches and facilitation of media opportunities in connection with FII Institute's NYC Media Roundtable Event. This will include conducting outreach to secure attendance by editors, conducting media training, support during the roundtable, and follow up. The additional services will be provided pursuant to a Letter of Agreement effective as of September 1, 2026, and are described in the Statement of work to the Letter of Agreement.

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 above, Registrant has been retained to provide to provide services in addition to the communications services Registrant is currently providing to FII Institute. The additional services to be provided by Registrant to FII Institute include the development of pitches and facilitation of media opportunities in connection with FII Institute's NYC Media Roundtable Event. This will include conducting outreach to secure attendance by editors, conducting media training, support during the roundtable, and follow up.

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

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 the response above. While the Priority Summit and Media Roundtable events are 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 those events.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

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

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

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ to the date of registration 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 ☐

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

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 register⁴ to the date of registration 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 ☐

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

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

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

EXECUTION

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

Date

Printed Name

Signature

09/08/2026Kelly GarnerSign/s/Kelly GarnerSignSignSign

EXECUTION

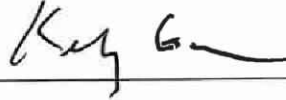
In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 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

9/8/26

Kelly Garner, Corporate Controller, Sr. VP
& Sr. Partner, Fleishman-Hillard Inc.



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September 1, 2026

CONFIDENTIAL

Future Investment Initiative Institute
Attn: HRH Dr. Maha Al Saud
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")

Dear HRH Dr. Maha Al Saud:

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 September 1, 2026 ("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 September 30, 2026, 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 on a fixed fee basis in the amount specified in the SOW. The budget and billing for fixed fee Services is not based upon hourly rates, but instead billing is based upon negotiated project fixed fees and are not reconcilable with time incurred. In addition to fixed fees and to the other amounts described in Section 3, Client shall pay all applicable sales, use, value added, excise, duty and any other taxes of any nature assessed on the Services or deliverables, excluding any taxes based on FH's revenue or income.

3. Out-of-pocket Expenses, Third-party charges, and Data Stack Fees. In addition to professional fees, Client agrees to pay the approved out-of-pocket expenses incurred by FH on behalf of Client in FH's performance of Services under this LOA. Data Stack Access and Fees described in the SOW attached hereto have been included in the fixed fees. 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.

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4. Billing and Invoices. Upon signing this LOA, FH will send Client a lump sum invoice for the full amount of the fixed professional fees (including data stack fees) as specified in the attached SOW. Client will pay FH's invoices within fifteen (15) days of receipt of the invoice.

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 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 three (3) years after expiration or termination of this LOA. 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 the Professional Fees 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, 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, or made available by FH for use by Client. To the extent FH Property is incorporated in Materials produced for Client hereunder, FH

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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. Each party's total liability in the aggregate to the other 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 a party's liability will not apply where the other party sustains a third-party claim to the extent caused by the first party'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. Upon termination, FH shall promptly refund to Client any amounts previously paid for Services not yet rendered as of the effective date of termination. In addition, FH shall provide Client with a detailed statement of all Services performed, expenses incurred, and work in progress under 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.

Fleishman-Hillard Inc.

Future Investment Initiative Institute

By: _____
Rachel Catanach, SVP and Senior Partner

By: _____
HRH Dr. Maha Al Saud, CEO of FII Institute

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Exhibit A – Scope of Work

This Scope of Work ("SOW") effective as of September 1, 2026 ("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 September 1, 2026; 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 September 30, 2026, unless sooner terminated in accordance with the LOA.

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

FleishmanHillard will develop pitches and facilitate media opportunities for the FII Institute for their NYC Media Roundtable Event – including conducting outreach to secure attendance of 6 editors.

Pre-Roundtable

- Alignment on editors
- Outreach to editors
- Prep calls
 - Briefing book for FII including journalist profiles with recent coverage and relevant editorial perspectives, likely lines of questioning + bridge statements linking responses to the FII 10 pillar themes
- Client meetings and communications
 - HRH media training session

Roundtable

- 1 x FH to staffer and remote co-ordination support

Post-Roundtable

- Tailored follow-up to drive engagement with FII10.

2. Budget

Professional fees: \$24,000 (fixed fee basis)

The fixed fee is exclusive of VAT and similar taxes assessed on the Services or deliverables, and does not include applicable withholding or other taxes specified below, ordinary out-of-pocket expenses, or third party charges (if any).

Ordinary out-of-pocket expenses:

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

Total estimated ordinary out-of-pocket expenses for this SOW: None currently anticipated.

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Ordinary out-of-pocket expense 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 under this SOW: None currently anticipated.

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 has been included in the fixed fee amount.
- (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

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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 having authority, 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 fixed fee amount of \$24,000 for professional Services.

3. Invoicing and Payment

FH will invoice Client upon the signing of this LOA as follows: 100% of the fixed professional fees (\$24,000) upon signing this LOA, plus applicable taxes. Client will remit payment in full on receipt of invoice in US Dollars within fifteen (15) days.

4. Other Additional Terms

- (a) 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 comply with corresponding laws as applicable to it, this LOA and/or the relationship between the parties hereunder, and FH will reasonably cooperate to enable Client to comply. 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.
- (b) FH shall not assign or subcontract all or any part of its obligations under this LOA without the Client's prior written consent. Such written consent shall not exempt FH from its liabilities or obligations under the LOA.
- (c) FH shall perform its Services in accordance with the standards of such practice within the industry.
- (d) FH undertakes to return all the Client's documents and any relevant property which may be in its possession or under its control, upon completion or termination of this LOA. Notwithstanding the foregoing, FH may retain a copy of such documents which constitute Work Product applying the same protection to the confidential information.
- (e) This LOA can only be modified by written agreement between the Parties.

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