

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 USSA International LLC	2. Registration Number 7252
---	--------------------------------

3. Name of Foreign Principal The Public Investment Fund
--

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? 03/24/2026
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
 See supplemental filing.

---

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

see supplemental filing.

---

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 supplemental filing.

---

11. Prior to the date of registration<sup>2</sup> 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
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> 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
---------------	-----------	---------	-----------------------

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

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
07/01/2026	Jason Chung	<input data-bbox="885 451 958 493" type="text" value="Sign"/> /s/Jason Chung
_____	_____	<input data-bbox="885 535 958 588" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="885 619 958 672" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="885 703 958 756" type="text" value="Sign"/> _____

**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

07/01/2026

JASON CHANG



# 02

## Amendment NO. 4

---



## AMENDMENT AGREEMENT

Between  
Public Investment Fund  
and  
USSA INTERNATIONAL LLC

## اتفاقية تعديل

بين  
صندوق الاستثمارات العامة  
و  
يو أس أس آي انترناشيونال شركة ذات مسؤولية محدودة

AMENDMENT NO. 4 TO  
SERVICES CONTRACT BETWEEN THE PUBLIC  
INVESTMENT FUND AND USSA INTERNATIONAL LLC, IN  
CONNECTION WITH PROVIDING INVESTMENT  
RESEARCH AND SUPPORT SERVICES

التعديل رقم ٤ على  
[عقد الخدمات بين صندوق الاستثمارات العامة وشركة يو أس أس آي  
انترناشيونال شركة ذات مسؤولية محدودة. فيما يتعلق بتقديم خدمات  
الأبحاث الاستثمارية وخدمات الدعم

Dated 24 March 2026 G  
Corresponding to 06 Shawal 1447 H

بتاريخ ٢٥ مارس ٢٠٢٦ م  
الموافق ٦ شوال ١٤٤٧ هـ

This amendment agreement ("Amendment Agreement") is entered into on the 6<sup>th</sup> of Shawwal 1447 H, corresponding to the 25<sup>th</sup> of March 2026 G, by and between:

1. **THE PUBLIC INVESTMENT FUND**, a government fund established by Royal Decree No. (24/M) and dated 25/6/1391H, and is currently regulated by the Law of the Public Investment Fund issued pursuant to Royal Decree No. M/92 dated 12/8/1440H having its Head Office at King Abdullah Financial District, 3121 Financial Boulevard, Al Aqeeq District, P.O. Box 6790, Riyadh 13519, Kingdom of Saudi Arabia, (hereinafter referred to as the "First Party")
2. **USSA INTERNATIONAL LLC**, a limited liability company formed under the Delaware Limited Liability Act, and registered in the State of Delaware under Certificate of Formation number SR 20195917853 dated 11 July 2019, having its head office address at 767 5th Avenue 45th Floor, Post Code 10153, New York, United States of America, (hereinafter referred to as the "Second Party").

The First Party and the Second Party hereafter also referred to together as the "Parties" and each as a "Party".

#### WHEREAS:

- A. The Parties entered into an advisory Services Contract dated 15 February 2023 corresponding to 24<sup>th</sup> Rajab 1444 H, as amended by Amendment No. 1, dated 11 September 2023 corresponding to 26<sup>th</sup> Safar 1445 H and as further amended by Amendment No. 2, dated 1 July 2024 corresponding to 25<sup>th</sup> Dhu al-Hajah as further amended by Amendment No. 3, dated 27<sup>th</sup> of March 2025 corresponding to 27<sup>th</sup> Ramadan 1446 appended to this Amendment Agreement as Annex B (as amended, the "Original Contract"); and
- B. The Parties now wish to modify the Original Contract as set out in this Amendment Agreement.

**NOW, THEREFORE**, the Parties hereby agree as follows:

#### ARTICLE 1 - INTERPRETATION

1. Unless otherwise defined, words defined in this Amendment Agreement shall have the same meaning as in the Original Contract.

أبرمت اتفاقية التعديل هذه («اتفاقية التعديل») في ٦ شوال ١٤٤٧هـ، الموافق ٢٥ مارس ٢٠٢٦ م، بين كل من:

١. **صندوق الاستثمارات العامة**، وهو صندوق حكومي تأسس بموجب مرسوم ملكي رقم (٢٤/م) وتاريخ (٢٥/٦/١٣٩١هـ) والصادر في شأنه نظام صندوق الاستثمارات العامة بموجب المرسوم الملكي رقم (م/٩٢) وتاريخ ١٢/٨/١٤٤٠هـ، وعنوان مركزه الرئيسي مركز الملك عبد الله المالي، ٣١٢١ البوليغارد المالي، حي العقيق، ص.ب. ٦٧٩٠، الرمز البريدي ١٣٥١٩، الرياض، المملكة العربية السعودية، (يشار إليه فيما بعد بـ «الطرف الأول»)
٢. **شركة يو أس آي انترناشيونال**، شركة ذات مسؤولية محدودة، وهي شركة ذات مسؤولية محدودة مؤسسة وفقاً لأنظمة الولايات المتحدة الأمريكية بقانون ديلوير والمسجلة في ولاية ديلوير بموجب شهادة إنشاء رقم ٢٠١٩٥٩٨٨٥٣ اس آر وتاريخ ١١ يوليو ٢٠١٩، وعنوان مركزها الرئيسي في الطريق الخامس ٧٦٧ الدور ٤٥ الرمز البريدي ١٠١٥٣، مدينة نيويورك، الولايات المتحدة الأمريكية (يشار إليه فيما بعد بـ «الطرف الثاني»)

ويشار إلى الطرف الأول والطرف الثاني مجتمعين فيما يلي بـ «الطرفان» أو «الطرفين» ويشار إلى كل طرف على حدة بـ «الطرف».

#### الحديثات:

- أ. أبرم الطرفان عقد خدمات استشارية بتاريخ ١٥ فبراير ٢٠٢٣ الموافق ٢٤ رجب ١٤٤٤ هـ والمعدل بموجب التعديل رقم (١) بتاريخ ١١ سبتمبر ٢٠٢٣ الموافق ٢٦ صفر ١٤٤٥ هـ والمعدل أيضاً بموجب التعديل رقم (٢) بتاريخ ١ يوليو ٢٠٢٤ الموافق ٢٥ ذي الحجة والمعدل أيضاً بموجب التعديل رقم (٣) بتاريخ ٢٧ مارس ٢٠٢٥ الموافق ٢٧ رمضان ١٤٤٦ هـ والمرفق باتفاقية التعديل هذه كملحق («العقد الأصلي» وتعديلاته)؛ و
- ب. يرغب الطرفان الآن في تعديل العقد الأصلي على النحو الوارد في اتفاقية التعديل هذه

وعليه، فقد اتفق الطرفان على ما يلي:

#### المادة ١ - التفسير

١. تسري تعريفات المصطلحات الواردة في العقد الأصلي على المصطلحات الواردة في اتفاقية التعديل هذه، ما لم ينص على خلاف ذلك.

**ARTICLE 2 - AMENDMENT OF ORIGINAL CONTRACT****المادة ٢ - تعديل العقد الأصلي**

A. With effect from 30<sup>th</sup> of December 2025, the Original Contract shall be amended as set out in Annex A to this Amendment Agreement.

أ. يُعدل العقد الأصلي على النحو الوارد في الملحق (أ) من اتفاقية التعديل هذه، اعتباراً من ٣٠ ديسمبر ٢٠٢٥.

B. Except as expressly set forth in this Amendment Agreement, no other change or modification is hereby made to the Original Contract. The Original Contract, as amended by this Amendment Agreement, continues to be, and shall remain, in full force and effect in accordance with its terms.

ب. باستثناء ما تم النص عليه صراحة في اتفاقية التعديل هذه، لن يتم إجراء أي تغيير أو تعديل على العقد الأصلي، ويبقى العقد الأصلي، المعدل بموجب اتفاقية التعديل هذه، سارياً ونافذ المفعول بشكل كامل، وفقاً لبنوده.

**ARTICLE 3 - MISCELLANEOUS****المادة ٣ - أحكام متنوعة**

A. This Amendment Agreement is made under and shall be governed by and interpreted in accordance with the governing law of the Original Contract as is stipulated in the Original Contract. All disputes arising under or in connection with this Amendment Agreement shall be resolved in accordance with the dispute resolution procedure set out in the Original Contract.

أ. تمت اتفاقية التعديل هذه وفقاً لأحكام العقد الأصلي، كما أنها تخضع وتُفسر بموجب تلك الأحكام، وذلك بحسب ما نص عليه العقد الأصلي. وتُسوى جميع المنازعات التي تنشأ بموجب اتفاقية التعديل هذه أو تكون ذات علاقة بها وفقاً لإجراءات تسوية المنازعات المنصوص عليها في العقد الأصلي.

B. This Amendment Agreement may be executed in one or more counterparts, each of which shall be deemed, when signed, an original, and all of which taken together shall constitute one agreement, binding on the Parties hereto.

ب. يجوز توقيع اتفاقية التعديل هذه من نسخة واحدة أو أكثر، وتعتبر كل واحدة منها عند توقيعها نسخة أصلية، وتشكل في مجموعها اتفاقية واحدة ملزمة لكلا الطرفين.

"DULY EXECUTED by the authorised representatives of the Parties on the date first above mentioned

حرر الممثلون المفوضون عن كلا الطرفين اتفاقية التعديل هذه في التاريخ الوارد أعلاه

PUBLIC INVESTMENT FUND  
AMENDMENT AGREEMENT



صندوق الاستثمارات العامة  
اتفاقية تعديل

For the First Party "Public Investment Fund"

عن الطرف الأول "صندوق الاستثمارات العامة"

Signature:  التوقيع:

Name: Mohammad M. AlQahtani

الاسم: محمد مرتع القحطاني

Title: Head of Procurement Department

المنصب: مدير إدارة المشتريات

For the Second Party

عن الطرف الثاني

Signature:  التوقيع:

Name: Mr. Jason Aaron Chung

الاسم: الأستاذ جيسون أرون تشنغ

Title: Head of Office

المنصب: رئيس المكتب

**ANNEX A**

- SCHEDULE OF AMENDMENTS:

- Appendix No. (1) Term:

- Article 6 (Term) of the Original Contract shall hereby be amended and restated as follows: This Contract shall commence from 3 January 2023 G (the "Effective Date" and shall continue for an initial term that concludes on 31 December 2026 G, unless terminated earlier pursuant to Article (7)). At the end of the initial term, this Contract shall be automatically renewed for an additional year unless either party notifies the other in writing of its decision not to extend the term of such Service Contract at least thirty (30) days prior to the expiration of the term then in effect.

- Appendix No. (2) Fees are hereby amended as follows:

Description	Forecasted Fees (USD)	Comment
Second Party Reimbursed Costs	47,681,254	Based on the Services provided to the First Party
Cost Plus Fee (10%)	4,766,846	
Withholding Taxes (5%)	2,622,405	
Total Forecasted Fee (Including Tax)	55,070,505	

Restricted External  
Page 5 of 9

## ANNEX B

Original Contract

## الملحق (ب)

العقد الأصلي

<b>Public Investment Fund</b> <b>Services Contract</b>		<b>صندوق الاستثمارات العامة</b> <b>عقد خدمات</b>
<b>Services Contract</b> between <b>The Public Investment Fund</b> and <b>USSA International LLC</b>		<b>عقد خدمات</b> بين <b>صندوق الاستثمارات العامة</b> و <b>يو أس أي انترناشيونال شركة ذات مسؤولية محدودة</b>
in connection with providing investment research and support services; Dated 15 February 2023 Corresponding to 24 <sup>th</sup> Rajab 1444H		فيما يتعلق بتقديم خدمات الأبحاث الاستثمارية وخدمات الدعم بتاريخ ١٥ فبراير ٢٠٢٣ م الموافق ٢٤ رجب ١٤٤٤ هـ
<b>Page 1 of 29</b> Services Contract between the Public Investment Fund and USSA International LLC in connection with providing investment research and support services عقد خدمات بين صندوق الاستثمارات العامة و يو أس أي انترناشيونال شركة ذات مسؤولية محدودة فيما يتعلق بتقديم خدمات الأبحاث الاستثمارية وخدمات الدعم الرقم المرجعي للعقد : M•CO•PG•2023_1162		

Restricted External  
Page 6 of 9

ملحق تعديل لعقد خدمات بين صندوق الاستثمارات العامة و يو أس أي انترناشيونال شركة ذات مسؤولية محدودة  
 Amendment to the Services Contract between the Public Investment Fund and USSA INTERNATIONAL LLC in connection with providing investment research and support services

الرقم المرجعي للتعديل: M•CO•PG•2023-1162.4

Public Investment Fund  
Amendment Agreement



صندوق الاستثمارات العامة  
اتفاقية تعديل

THE PUBLIC INVESTMENT FUND

صندوق الاستثمارات العامة

AND

و

USSA INTERNATIONAL LLC

يو إس إس أي انترناشيونال شركة ذات مسؤولية محدودة

AMENDMENT NO. [1] TO  
In connection with providing investment research  
and support services

التعديل رقم [1] على  
فيما يتعلق بتقديم خدمات الأبحاث الاستثمارية وخدمات الدعم

*Halakata*

Page 1 of 6

Amendment to the Services Contract between the Public Investment Fund and  
USSA International LLC in connection with providing investment research and  
support services

ملحق لتعديل لعقد خدمات بين صندوق الاستثمارات العامة و يو إس إس أي انترناشيونال شركة  
ذات مسؤولية محدودة فيما يتعلق بتقديم خدمات الأبحاث الاستثمارية وخدمات الدعم

الرقم المرجعي للتعديل: M-CO-PG-2021-1162.1

Page 8 of 8

Restricted External  
Page 7 of 9



Public Investment Fund  
Amendment Agreement



صندوق الاستثمارات العامة  
اتفاقية تعديل

THE PUBLIC INVESTMENT FUND  
AND  
USSA INTERNATIONAL LLC

صندوق الاستثمارات العامة

و

يو أس أس أي انترناشيونال شركة ذات مسؤولية محدودة

AMENDMENT NO.2 TO  
SERVICES CONTRACT BETWEEN THE PUBLIC  
INVESTMENT FUND AND USSA  
INTERNATIONAL LLC, IN CONNECTION WITH  
PROVIDING INVESTMENT RESEARCH AND  
SUPPORT SERVICES

التعديل رقم ٢ على  
عقد الخدمات بين صندوق الاستثمارات العامة وشركة يو أس أس أي  
انترناشيونال شركة ذات مسؤولية محدودة. فيما يتعلق بتقديم خدمات  
الأبحاث الاستثمارية وخدمات الدعم

Page 1 of 6

Amendment to the Services Contract between the Public Investment Fund  
and USSA International LLC in connection with Providing Investment  
Research and Support Services

ملحق تعديل لعقد خدمات بين صندوق الاستثمارات العامة وشركة يو أس أس أي انترناشيونال  
شركة ذات مسؤولية محدودة فيما يتعلق بتقديم خدمات الأبحاث الاستثمارية وخدمات الدعم

الرقم المرجعي للتسجيل: M-CO-PG-2023\_1162.2

Restricted External  
Page 8 of 9

PUBLIC INVESTMENT FUND  
AMENDMENT AGREEMENTصندوق الاستثمارات العامة  
اتفاقية تعديل

## AMENDMENT AGREEMENT

## اتفاقية تعديل

Between

Public Investment Fund

and

USSA INTERNATIONAL LLC

بين

صندوق الاستثمارات العامة

و

يو أس إس أي انترناشيونال شركة ذات مسؤولية محدودة

AMENDMENT NO. 3 TO

SERVICES CONTRACT BETWEEN THE PUBLIC INVESTMENT FUND AND USSA INTERNATIONAL LLC, IN CONNECTION WITH PROVIDING INVESTMENT RESEARCH AND SUPPORT SERVICES

التعديل رقم ٣ على

عقد الخدمات بين صندوق الاستثمارات العامة وشركة يو أس إس أي انترناشيونال شركة ذات مسؤولية محدودة، فيما يتعلق بتقديم خدمات الأبحاث الاستثمارية وخدمات الدعم

Dated 27 March 2025 G

Corresponding to 27 Ramadan 1446 H

بتاريخ ٢٧ مارس ٢٠٢٥ م

الموافق ٢٧ رمضان ١٤٤٦ هـ

Page 1 of 9

Amendment 3 to the Services Contract between the Public Investment Fund and USSA International LLC in connection with Providing investment Research And Support Services  
 ملحق تعديل لعقد خدمات بين صندوق الاستثمارات العامة وشركة يو أس إس أي انترناشيونال شركة ذات مسؤولية محدودة فيما يتعلق بتقديم خدمات الأبحاث الاستثمارية وخدمات الدعم

Amendment Reference Number: M-CO-PG-2023-1162.4 الرقم المرجعي للتعديل:

Restricted External  
 Page 9 of 9