

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  Basilinna Advisory LLC	2. Registration Number  7515
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3. Primary Address of Registrant  
 1209 Orange Street, c/o The Corporation Trust Company, Wilmington, DE 19801

4. Name of Foreign Principal  King Faisal Specialist Hospital & Research Centre - represented by Royspec KFSHRC U.S. procurement branch	5. Address of Foreign Principal  7470 Candlewood Road Hanover, MD 21076
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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*) Sui Generis 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.

King Faisal Specialist Hospital and Research Centre (KFSHRC) is a leading healthcare institution based in Saudi Arabia, specializing in advanced medical services, clinical research, and education.

b) Is this foreign principal:

- |   |   |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input checked="" type="checkbox"/> No <input 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 checked="" type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input checked="" type="checkbox"/> No <input 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
01/09/2025	Leigh wedell	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Leigh wedell
_____	_____	<input data-bbox="886 489 954 527" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 611" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 695" type="text" value="Sign"/> _____

**EXECUTION**

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Date	Printed Name	Signature
1/9/2025	Leigh Wedell	
_____	_____	_____
_____	_____	_____
_____	_____	_____

## **Appendix Response to Item 11**

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

Item 10(b) Supervised: KFSHRC is under the Royal Commission for Riyadh City (RCRC) and receives government funding.

Item 10(b) Owned: KFSHRC is under the Royal Commission for Riyadh City (RCRC) and receives government funding.

Item 10(b) Directed: KFSHRC is under the Royal Commission for Riyadh City (RCRC) and receives government funding.

Item 10(b) Controlled: KFSHRC is under the Royal Commission for Riyadh City (RCRC) and receives government funding.

Item 10(b) Financed: KFSHRC is under the Royal Commission for Riyadh City (RCRC) and receives government funding.

Item 10(b) Subsidized: KFSHRC is under the Royal Commission for Riyadh City (RCRC) and receives government funding.

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 Basilinna Advisory LLC	2. Registration Number 7515
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3. Name of Foreign Principal  
King Faisal Specialist Hospital & Research Centre - represented by Royspec KFSHRC U.S. procurement branch

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? 01/01/2025

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

Basilinna Advisory LLC will provide consulting services to KFSHRC with the goal of achieving global recognition, including managing strategic communications and public relations efforts.

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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.

Basilinna Advisory LLC will support strategic communications planning, non-governmental stakeholder identification and engagement, and event participation.

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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.

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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
01/09/2025	Leigh wedell	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Leigh wedell
_____	_____	<input data-bbox="889 541 959 583" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 672" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 718 959 760" 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
1/9/2025	Leigh Wedell	
_____	_____	_____
_____	_____	_____
_____	_____	_____



## CONSULTING AGREEMENT

This consulting agreement (this **Agreement**) is between Basilinna Advisory LLC of PO Box 110850, Naples, FL 34108 (the **Consultancy**) and King Faisal Specialist Hospital & Research Centre "KFSHRC" represented by RoySpec, (the **Client** and together with the Consultancy, the **Parties**). This Agreement shall be effective from the date signed by both parties (the **Effective Date**).

**WHEREAS** the Consultancy is to be engaged to perform services for the Client for a project called **Newsweek: The World's Best Hospitals Ranking List** as described in **Appendix A** (the **Newsweek Ranking Project**) and for such other services as from time to time may be agreed between them (together the **Services**) on the terms and conditions set out in this Agreement.

**NOW** the Parties agree as follows:

### ENGAGEMENT

1. The Consultancy is engaged from the Effective Date for a period of eighteen (15) months broken out as follows: Agreed-upon services will be conducted and completed from signing date through 31 December 2025 and invoiced accordingly as set out in **Appendix A**. This Agreement will continue beyond the work execution, ending 31 March 2026 or with the release of Newsweek's "The World's Best Hospitals Ranking List 2026" or such period as agreed between the parties as required for delivery and outcomes of the Services (the **Term**) subject to early termination in accordance with clauses 22 to 25.
2. The Services to be performed by the Consultancy are set out in **Appendix A**. The Parties acknowledge and agree that the Services may be subject to amendment and revision during the term of the Project. Any amendments or revisions to the Services during the term of the project shall be subject to a written agreement between the parties. Additional Services unrelated to the Project shall be as agreed by the Parties from time to time but may be accepted or declined by both Parties.
3. The Consultancy is engaged pursuant to this Agreement as an independent contractor and the Parties acknowledge and agree that no relationship of employer-employee, partnership, or principal and agent exists between them. This Agreement does not establish any joint venture, trust, fiduciary, or other relationship other than the consulting contractual relationship expressly provided for under its terms.
4. The Consultancy shall be free to enter into consultancy arrangements with or provide services for other parties and on other projects during the term of this Agreement, but they agree that such other services shall not conflict with the Services provided under this Agreement.
5. As an independent contractor, the Consultancy shall determine when and where they provide the Services whether from their own home or elsewhere. The Consultancy shall supply all their own equipment to perform the Services which shall be in good condition and working order and including but not limited to office furniture and supplies, a computer, laptop, telephone, and the provision of business services including the internet, copying and printing.
6. The Consultancy shall perform the Services diligently and professionally and to the best of their skill, ability, and experience, complying with standards and procedures set by the Client and generally accepted in business. The Consultancy shall report to such personnel of the Client as directed to from time to time.
7. The Consultancy accepts and acknowledges that time of performance is of the essence of this Agreement and shall at all times perform the Services by the dates notified to the Consultancy by the Client from time to time. Failure to deliver in a timely manner may be a good cause for termination of this Agreement in accordance with clause 24. The Consultancy will also make every effort to respond in a timely manner to all communications whether from the Client or third-parties involved in the Newsweek Ranking Project.

Two handwritten signatures in blue ink are located at the bottom left of the page.

respond in a timely manner to all communications whether from the Client or third-parties involved in the Newsweek Ranking Project.

8. Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party; provided, however, that the Consultancy may elect to engage subcontractors in connection with the performance of its Services hereunder with proper written consent of the Client.

**FEES**

9. The Consultancy shall be paid the fees set out in **Appendix A**. Fees shall be paid on a bimonthly basis from December 2024 to 31 December 2025. **The first invoice will be issued in December 2024, upon the signing of the agreement for the amount of \$180,160 (One hundred eighty thousand, one hundred sixty). Followed by invoices in, February 2025 for \$180,875 (One hundred eighty thousand, eight hundred seventy-five), April 2025 for \$162,875 (One hundred sixty-two thousand, eight hundred seventy-five), June 2025 for \$139,500 (One hundred thirty-nine thousand, five hundred), August 2025 for \$109,375 (One hundred nine thousand, three hundred seventy-five), October 2025 for \$132,375 (One hundred thirty-two thousand, three hundred seventy-five) and December 2025 for \$53,000 (Fifty-three thousand).** The total fees will reflect the set deliverables for the period as expressed in **Appendix A**. The Success fees will be invoiced separately as outlined in **Appendix A** and invoiced in April 2025 and April 2026 if success metrics are met. Payment for other Services shall be as agreed between the Parties from time to time.
10. As an independent contractor, the Consultancy shall be solely responsible for all fiscal obligations applicable to the fees paid to them under this Agreement in their country of residence including tax and National Insurance contributions, or whatever is the local equivalent in their country of establishment.
11. The Consultancy shall be responsible for all expenses incurred in connection with the performance of the Services as otherwise expressly agreed in advance with the Client and subject to the provision to the Client of appropriate receipts and documentation. The Client shall reimburse the Consultancy bimonthly for all travel and/or entertainment (with the exception of New York and Washington D.C.) related expenses incurred by the Consultancy or its employees in performing the Services, including, air travel, ground transportation, lodging, meals, tips and wireless internet and long-distance telephone calls, cellular phones, messengers, overnight delivery, booking fees, cancellation fees, document printing, signage or collateral printing for events or other engagements. In addition, the Client is solely responsible for the fees associated with but not limited to paid media campaigns, conference sponsorships, and marketing ads or events-related fees such as catering or venue rental. The Consultancy will gain preapproval from the Client for any individual expense greater than \$500.
12. The Consultancy shall submit an invoice for the bimonthly fee and any agreed expenses for each month, by the fifth working day of the following month.
13. Invoices shall be in U.S. dollars unless exceptionally agreed with the Client and shall be payable in U.S. dollars by bank transfer. Invoices shall include the following details: Consultancy's name; Consultancy's address; the name and address of their bank; their bank account number and SWIFT code. The Consultancy only possesses bank accounts in the United States and all payments shall be payable to those accounts.
14. The Client will make payment to the Consultancy for Services satisfactorily performed within thirty (30) days of receipt of each invoice.
15. At the discretion of the Consultancy, services may be suspended for clients who have invoices 60 days or more past due. The Client will receive notice of suspension via email a week in advance, and service will only resume once payment is received or when the Consultancy is notified of when payment will be made.



16. If the Client has any queries concerning an invoice, it shall notify the Consultancy as promptly as possible after receipt of the invoice, but in any event, within thirty (30) days of receipt. The Parties will seek to resolve any differences promptly and in good faith. The Client will pay the undisputed portion of any invoice on a timely basis. Any invoice submitted more than thirty (30) days after the end of the month in which the Services are performed shall be payable at the sole discretion of the Client.

#### **INTELLECTUAL PROPERTY RIGHTS**

17. In performing the Services under this Agreement, the Consultancy will produce textual and visual materials (**Textual and Visual Materials**) for the Client in which intellectual property rights (**IPR**) will be created. For the purposes of this Agreement, IPR means copyright, rights related to copyright such as moral rights and performers' rights, patents, rights in inventions, rights in Confidential Information, know-how, trade secrets, trademarks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, data exclusivity rights, approvals, utility models, domain names, business names, rights in computer software, topography rights, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature and, in each case:
  - a. Whether registered or not;
  - b. Including any applications to protect or register such rights;
  - c. Including all renewals and extensions of such rights or applications;
  - d. Whether vested, contingent or future; and
  - e. Wherever existing.
18. In consideration of the fees payable and paid to the Consultancy under this Agreement, the Consultancy hereby:
  - a. Assigns to the Client with full title guarantee, any and all IPR created or produced by the Consultancy such assignment to operate in all jurisdictions throughout the world;
  - b. Waives any moral rights the Consultancy may have vested in the IPR;
  - c. Undertakes to do all such acts and execute all such documents as may be necessary to give effect to the assignment and waiver in any jurisdiction;
  - d. Undertakes not to use the IPR for any purpose other than that contracted for in this agreement except with the prior written consent of the Client; and
  - e. Upon request, undertakes to deliver to the Client any original textual or visual material created or produced by the Consultancy in their possession, custody or control in any form (including but not limited to original artwork, or copies in printed or electronic form) without keeping any copies unless expressly agreed by the Client.
19. The Consultancy hereby warrants that the Visual and Textual Material created or produced by the Consultancy is their original work and does not infringe the IPR of any third party; that any IPR of a third party that may be incorporated into the Visual and Textual Material is done so with the full knowledge and permission of the Client and the third-party owner of the IPR and that no third party has any IPR which would enable them to interfere with the publication or use by the Client or its licensees of the Visual and Textual Material. The Consultancy hereby indemnifies and holds harmless the Client from and against any liability, costs (including legal costs), damages, loss, action, claim or proceedings arising directly or indirectly as a result of a breach of the foregoing warranties.

#### **CONFIDENTIALITY**

20. Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of



disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party. The Consultancy shall have the right to utilize any publicly available work product to demonstrate examples of the Consultancy's work and in order to seek industry awards for the Consultancy's work.

#### INDEMNIFICATION

21. The Consultancy shall indemnify and hold harmless the Client, its directors, officers, employees and agents from and against all third-party claims, demands, actions, liabilities, causes of action, injuries, lawsuits, judgments, settlements, and expenses, including attorney's fees and other defense costs, arising from the acts or omissions of the Consultancy, or the Consultancy's breach of a provision of this Agreement. This Clause 20 shall survive the expiry or termination of this Agreement.

#### FORCE MAJEURE

22. In this Agreement, Force Majeure means an event or sequence of events beyond the control of a Party preventing or delaying it from performing its obligations under this Agreement. A Party shall not be liable if delayed or prevented from performing its obligations under this Agreement provided that it promptly notifies the other of the Force Majeure event and its expected duration and uses reasonable endeavors to minimize its effects.
23. If due to Force Majeure, the Consultancy is unable to deliver a Service or Services for a period of more than seven (7) days the Client may at its sole discretion engage another Consultancy to complete the Services deducting the cost of doing so from fees otherwise payable to the Consultancy or terminate this Agreement pursuant to clauses 24 and 25.

#### TERMINATION

24. Either Party may terminate this Agreement (or the Consultancy's Services in relation to the Newsweek Ranking Project or other Services provided under this Agreement) at any time without cause but subject to thirty (30) days' prior written notice. Termination shall be effective on the date specified in the notice of termination provided such date is at least thirty (30) days after the delivery of such notice, unless the Parties mutually agree to an earlier or later termination date.
25. Either Party may also terminate this Agreement (or the Consultancy's Services in relation to the Project or other Services provided under this Agreement) at any time for good cause. The term "good cause" includes:
  - a. A breach of the other Party's obligations under this Agreement if such breach is not cured within fifteen (15) days of receipt of written notice of the breach;
  - b. Termination pursuant to clause 22.
  - c. An action of the other Party that would in the reasonable judgment of the terminating Party jeopardize the reputation of the terminating Party; and/or
  - d. The cancellation of the Newsweek Ranking Project or any other project on which the Consultancy may be engaged for Services under this Agreement.
26. Termination for good cause shall be subject to thirty (30) days' prior written notice and termination shall be effective on the date specified in the notice of termination provided such date is at least thirty (30) days after the delivery of notice, unless the Parties mutually agree to an earlier or later termination date.

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**EFFECTS OF TERMINATION**

- 27. On termination of this Agreement, the Consultancy shall provide an invoice to the Client within fifteen (15) days for any Services performed since their last invoice to the date of termination and the Client will provide payment to the Consultancy in accordance with clause 14.
- 28. Termination of this Agreement whether on expiry of the Term or earlier termination in accordance with clauses 22 to 25 shall terminate the obligations of the Parties save for the Client's obligation to make payments for services satisfactorily performed prior to the date of termination and the Consultancy's continuing obligations under clause 19.
- 29. Within five (5) days of termination of this Agreement, the Consultancy shall return to the Client such hard copy documents relating to the Project as the Consultancy has in its possession custody or control or at the Client's request, destroy such documents. As far as technically possible the Consultancy shall also delete from the Consultancy's computer, laptop, tablet and phones all documents held in digital form, all emails and email addresses, all telephone numbers and all electronic messages relating to the Project and the Services provided by the Consultancy under this Agreement.
- 30. Clauses 16 to 24 shall survive the expiry or termination of this Agreement.

**GOVERNING LAW. DISPUTE RESOLUTION**

- 31. Any and all controversies, disputes, demands, counts, claims, or causes of action, including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action between the parties to this Agreement, and/or any employee, agent, successor, or assign of any of the parties to this Agreement, arising from, regarding, or relating to the Services, or this Agreement shall exclusively be settled through binding and confidential arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**NOTICES**

- 32. All notices under this Agreement shall be in writing and shall be delivered to the other Party by email at the email address provided below or such other email address as the Party may provide by notice pursuant to this clause 30. Notices sent by email shall be deemed received at noon on the first business day following the date on which the notice is sent (or when actually received if the sender receives an acknowledgment that the email has been received).
  - a. If to the Consultancy: [Leigh.Wedell@basilinna.com](mailto:Leigh.Wedell@basilinna.com)  
With a copy to: [Lisa.Castro@basilinna.com](mailto:Lisa.Castro@basilinna.com)
  - b. If to the Client: [kmkhan@kfshrc.edu.sa](mailto:kmkhan@kfshrc.edu.sa)

**ENTIRE AGREEMENT AND AMENDMENTS**

- 33. This Agreement contains the entire agreement between the Parties. It supersedes in all respects any and all prior oral or written agreements or understanding pertaining to the Services to be performed pursuant to this Agreement. This Agreement shall be amended or modified only by written addendum signed by both Parties.




**IN WITNESS WHEREOF** each Party has caused this Agreement to be executed personally or by its duly authorized officer, manager or member on the date written below:

**Basilinna Advisory LLC**

By:   
Leigh Wedell  
COO & President

Date: 12/15/2024

**King Faisal Specialist Hospital & Research Centre - represented by RoySpec**

By:   
H.E. Dr. Majid AlFayyadh  
Chief Executive Officer

Date: 01/01/2025





APPENDIX A



Month	Deliverables	Fee to be billed \$
December - 2024	New York Strategy Workshop Healthcare Sector Trends Report (1) Rankings Audit Report Communications Strategy & Engagement Plan Admin Fees & Team Setup Sector & Market Research Owned Events Mapping and Suggestions	180,160
February - 2025	Stakeholder Mapping Stakeholder Engagement Strategy and Ongoing Activities Communications Strategy & Engagement Plan Partnerships Mapping and Leveraging strategy Master Narrative and Messaging Owned Events Mapping and Suggestions - Finalized Priorities Event Sponsorship Opportunities Mapping	180,875
April - 2025	Healthcare Sector Trends Report (2) Op-ed and Feature Stories 50-year jubilee prep & event Stakeholder Engagement Plans and Ongoing Activities Execution Communications Strategy & Engagement Plan Update Events Participation: attending and speaking opportunities Events Sponsorship: selected and strategic sponsorship	162,875
June - 2025	Stakeholder Engagement Plans and Ongoing Activities Execution Partnership Leveraging Op-ed and Feature Stories Events Participation Master Narrative and Messaging Events Participation: attending and speaking opportunities Events Sponsorship: selected and strategic sponsorship	139,500
August - 2025	Stakeholder Engagement Plans and Ongoing Activities Execution Communications Strategy & Engagement Plan Update Op-ed and Feature Stories Partnership Leveraging Events Participation: attending and speaking opportunities Events Sponsorship: selected and strategic sponsorship	109,375

October - 2025	Stakeholder Engagement plans and ongoing activities Op-ed and Feature Stories Communications Strategy & Engagement Plan Update Events Participation: attending and speaking opportunities Events Sponsorship: selected and strategic sponsorship	132,375
December - 2025	Stakeholder Engagement plans and ongoing activities Op-ed and Feature Stories Events Participation: attending and speaking opportunities Events Sponsorship: selected and strategic sponsorship	53,000
<b>Total fee</b>		<b>958,160</b>
<b>Success Fee</b>	If the agency (Basilinna) increases KFSH&RC's Newsweek ranking from the current slot of 229 and breaks into:	2 ranking survey cycles: Mar 2025 & Mar 2026
	• Top 125. Success fee is USD100k	
	• Top 100. Success fee is USD150k	
	• Top 75. Success fee is USD200k	
	• Top 50. Success fee is USD250k	
• Top 20. Success fee is USD300k		
<b>Grand total fees (MIN)</b>		<b>958,160</b>
<b>Grand total fees (MAX)</b>		<b>1,558,160</b>