

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 Richard Attias & Associates LLC	2. Registration Number 7528
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3. Name of Foreign Principal
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? 04/02/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Engage in program development and organize meetings with speakers to discuss thematic pillars and topics some of which are related to U.S. policy.

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

Engage in program development and organize meetings with speakers to discuss thematic pillars and topics some of which are related to U.S. policy.

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.

Engage in program development and organize meetings with speakers to discuss thematic pillars and topics some of which are related to U.S. policy.

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
------	---------	--------	---------

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.

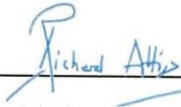
EXECUTION

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
03/27/2025	Richard Attias	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Richard Attias
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 669" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 709 959 753" 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
<u>March 26, 2025</u>	<u>Richard Altias</u>	
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STATEMENT OF WORK

This statement of work (“**SOW**”) is entered into on [04/02/2025] by and between:

- 1) **The Future Investment Initiative Institute**, issued by Royal Order A/124 on 29/2/1441 H (29/10/2019 G), at the RDC, building CS01, Riyadh, Saudi Arabia (hereinafter referred to as the (“**First Party**”), and
- 2) **Richard Attias and Associates LLC**, a company duly incorporated under the laws of the State of Connecticut, holding Employer Identification Number [REDACTED] with its address at 555 Madison Avenue, New York, NY 10022, (hereinafter referred to as the (“**Second Party**”)

The First Party and Second Party hereinafter referred to as the "**Parties**".

In reference to the framework agreement signed on 22 August 2022 (the “**Framework Agreement**”) and the addendum of the Framework Agreement signed on 23 August 2024 (the “**Addendum**”) the Parties hereby agree to enter into this SOW in connection with Priority Summit -Miami (the “**Event**”).

- A. The terms of the Framework Agreement and the Addendum are incorporated by reference herein and shall be deemed to have the same force and effect as if set forth in full herein.
- B. All capitalized terms not otherwise defined in this SOW shall have the meanings ascribed to them in the Framework Agreement and the Addendum.
- C. The Parties agree that the scope of work and payment terms for the Event shall be as follows:

[remainder of page intentionally left blank]

I. Scope of Work

1. VENUE

N°	Description
1	Function Room Rental at the Faena Convention Center, Miami
	01 Plenary Hall
	02 Workshops
	03 Private rooms
	01 Media Center
	01 Staff office
	Lunch areas
	Breakfast area
	Setup on 17, 18 and 19 of February
	Meeting on 19, 20 and 21 of February
	Dismantling on 22 and 23 of February
2	RA&A will provide the architecture to support the streaming and the participants connections.
	Wifi is provided by the hotel for participants
	Extra connection has to be organized for live feed.

2. F&B PARTICIPANTS & MEDIA

N°	Description
1.	CEO Diner
	* Wednesday 19th February
	Passed hors d'Œuvres
	Buffet
	Drinks package
	PAO Venue fee
	Bartender fee
	Chef fee
2.	Breakfast Session
	* Thursday 20th February from 07.30 to 08.30
	Continental breakfast
3.	Breakfast Session
	* Friday 21st February from 07.30 to 08.30
	Continental breakfast
4.	Working Lunches
	* Thursday 20th February from 12.30 to 14.00
	Buffet lunch
	- Farewell brunch
	* Friday 21st February from 14.00
	Standing cocktail lunch (cold options and warm options)
	Beverages package for 2 hours
	Bartender fee
	Chef fee

- All day premium beverage stations
* Thursday 20th February, all day - Plenary hall & 1st floor combined
* Friday 21st February, half day - Plenary hall & 1st floor combined
- Press / Media Area - All day premium beverage stations
* Thursday 20th February from 07.00 to 18.00
* Friday 21st February from 07.00 to 15.00
- Gala Diner
* Thursday 20th February from 19.00 to 22.00
Reception at Queen Restaurant
* Privatization
* Production

3. PROGRAMMING

N°	Description
1. Program Development (Content)	A program team of experts staffed for the Event topic 02 days program including main program and sessions. Several meetings prior the Event on thematic pillars and topics Program and speakers briefings
2. Audience Generation	Update new databases, and market across geographies to invite business community. Email and phone marketing campaigns.
3. Speakers Fees	Specific speakers will be targeted Confirmed paid expert speakers who will participate under contract and who will offer interventions in the program.
4. Moderator Fees	04 moderators – independent from media partnerships.
5. Speakers Travel	Travel reserved according the speakers and program needs This amount covers the cost of flights
6. Speakers Accommodation	Accommodation for speakers at the Marriott and Faena Hotel This amount covers the cost of hotel rooms

4. PRODUCTION

N°	Description
1. Creative Concept	RA&A will create a full 3-D concept design of venues, including staging, floorplans, seating. Full presentation.
2. Decoration	

RA&A will produce the decor and branding of the plenary as well as all rooms decor and branding.
01 Plenary room
01 Circular plenary stage with steps and carpet designed and constructed
Full branding concept will all be produced, installed and dismantled.
07 Speakers chairs designed and constructed
07 Speakers tables designed and constructed
01 Lecterns designed and constructed for plenary
Fabric (Black) to hide all trusses
Access steps
Carpet stage flooring
Camera platforms (x3)
Carpet in the plenary hall, additional branding on all walls including plenary hall
All components including building materials and covering for backstage areas, camera platforms and mainstage/front of house
02 Lab rooms
01 Registration
03 work stations
06 high stools
03 Conclave rooms
Conclaves backdrop
03 Interview corner
Photocall
3. Signage
Directional signage,
Welcome signage at the Hotel and at the Conference Center
Indoors directional signage
Special design for all totems, surfboards
4. Technical Equipment (Video/display technology)
Plenary room
03 LED screens
Rigging / trusses
Broadcast / cameras
Lightings
Lights on stage designed for speeches and different sessions
01 Sound system (Includes all sound monitors, public address system, amplifiers)
Sound designed for speakers on stage
Sound designed for the audience
Microphones for speakers, tie microphones and headset Microphones
Amplifiers
Full equipped venue for all sessions, based on approved creative concept, integrating the latest technology and offering an enhanced live experience.
Opening Jingle Video
Backgrounds dedicated for each session
Videoplayers
01 Press sound feedbox
Record (2x Tascam CDR)
02 Consoles and Stage Racks (Backstage video world streaming), streaming mix
Switches
Multi-mode fiber optics to support all back stage and front of house
Video Batches
01 Video Control systems
05 Monitors for front of house/backstage
08 Clearcom Intercom System including all beltacks, headphones)

5. Video / photography
<i>Videography and Photography services.</i>
<i>Best of video</i>
<i>Full Photo archive</i>
<i>One team fully dedicated to record all the networking moments, the sessions to create a best of</i>
<i>A team of photographers to take pictures across the conference</i>
6. Simultaneous translation
2 cabins, 300 headsets, English/Arabic/Spanish
7. Interpreters
Human resources management of all production resources to ensure a flawless show.
8. Technical & Production Staff Salaries
RA&A will employ production and technical crew during the preparation and execution/delivery phases.
Human resources management of all production resources to ensure a flawless show.
Staff includes:
01 Production Directors
01 Operation Director
01 Operation Assistant
05 Room Monitors
01 Technical Directors
01 Technical Assistants
01 Stage Manager
01 Video/ LED Director
01 Sound Director
01 Light Director
02 Staff for Broadcasting
Technical Crew: power, cables, set up of the LED Screen, of the sound & Light System
01 Decor Director
Decoration Crews

5. OPERATIONS

N°	Description
1. Ushers	
	RA&A will hire ushers for 03 days
	Guided experience for all participants.
2. Event Management Team Salaries	
	Fees for directors and managers, lump sum amount for onsite team.
	RA&A will assign all requested staff that will includes:
	01 Project Directors
	01 Creative Director
	02 Logistics Directors
	02 Operations Managers
	Onsite team
3. Accreditation and Badging system	
	RA&A will develop an accreditation and badging system, including database management and security.
	Badging solution for all participants, staff, protocol, V-VIP, media with a technology and security solution; system integration with website.

All individuals will register online through a registration form or will be registered manually (VIP process) by the dedicated management team
All data will be secured in a comprehensive database - dedicated badging module
4. Registration
Physical event badging system that include:
Customized badges and lanyards.
Badge printing center
Registration solution for all participants, staff, protocol, V-VIP, media with a technology and security solution; system integration with website.
5. APP
Enhanced app with permanent upgrades, offering expanded options and tailored features specific to FII Priority Miami
Including the live feed and program update
6. Live Streaming
Live platform
7. Executive Team Travel
RA&A will book project management and program staff flights and accommodation
Senior management and program/content team travel and accommodation costs to be managed.
8. Staff Travel & Transportation
Travel and local transportation that include
Flight bookings and transfers for staff traveling
9. Staff Accommodation & Catering
Hotels and catering for the staff

6. MARKETING MATERIAL

N°	Description
1	Collateral
	Branded collaterals for participants and speakers
	Branded notepads
	Branded Bags
	Branded pens

7. ADVISORY

N°	Description
1.	Conference Management / Professional Fees
	RA&A global coordination
	Time and global expertise of Richard Attias & Associates senior management, ongoing on demand support.

8. CONTINGENCY

N°	Description
1.	Contingency



II. Timeline

The Event shall take place on the 19th of February 2025 and end on the 21st of February 2025.

III. Budget

Budget by activities	BUDGET
1. VENUE	
2. F&B PARTICIPANTS & MEDIA	
3. PROGRAMMING	
4. PRODUCTION	
5. OPERATIONS	
6. MARKETING MATERIAL	
7. ADVISORY	
8. CONTINGENCY	
Total Budget in USD (exc. 7 % Sales Tax)	
Total with Sales Taxes	

1. VENUE

N°	Description	Budget
1	Function Room Rental at the Faena Convention Center, Miami	
	01 Plenary Hall	
	02 Workshops	
	03 Private rooms	
	01 Media Center	
	01 Staff office	
	Lunch areas	
	Breakfast area	
	Setup on 17, 18 and 19 of February	
	Meeting on 19, 20 and 21 of February	
	Dismantling on 22 and 23 of February	
2	RA&A will provide the architecture to support the streaming and the participants connections.	
	Wifi is provided by the hotel for participants	
	Extra connection has to be organized for live feed.	

2. F&B PARTICIPANTS & MEDIA

N°	Description	Qty	Unit	Price	Budget
1.	CEO Diner				
	* Wednesday 19th February				
	Passed hors d'Oeuvres	60	1		
	Buffet	60	1		
	Drinks package	60	1		
	PAO Venue fee				
	Bartender fee		1		
	Chef fee		2		
2.	Breakfast Session				
	* Thursday 20th February from 07.30 to 08.30				
	Continental breakfast	400	1		

3. Breakfast Session				
<i>* Friday 21st February from 07.30 to 08.30</i>				
Continental breakfast	350	1		
4. Working Lunches				
<i>* Thursday 20th February from 12.30 to 14.00</i>				
Buffet lunch	550	1		
- Farewell brunch				
<i>* Friday 21st February from 14.00</i>				
Standing cocktail lunch (cold options and warm options)	350			
Beverages package for 2 hours	350	1		
Bartender fee	6	1		
Chef fee	4	1		
- All day premium beverage stations				
<i>* Thursday 20th February, all day - Plenary hall & 1st floor combined</i>	550	1		
<i>* Friday 21st February, half day - Plenary hall & 1st floor combined</i>	550	1		
- Press / Media Area - All day premium beverage stations				
<i>* Thursday 20th February from 07.00 to 18.00</i>	30	1		
<i>* Friday 21st February from 07.00 to 15.00</i>	30	1		
- Gala Diner				
<i>* Thursday 20th February from 19.00 to 22.00</i>	500	1		
Reception at Queen Restaurant				
<i>* Privatization</i>				
<i>* Production</i>				

3. PROGRAMMING

N°	Description	Budget
1. Program Development (Content)		
	A program team of experts staffed for the Event topic	
	02 days program including main program and sessions.	
	Several meetings prior the Event on thematic pillars and topics	
	Program and speakers briefings	
2. Audience Generation		
	Update new databases, and market across geographies to invite business community.	
	Email and phone marketing campaigns.	
3. Speakers Fees	PROVISION	
	Specific speakers will be targeted	
	Confirmed paid expert speakers who will participate under contract and who will offer interventions in the program.	
4. Moderator Fees	PROVISION	
	04 moderators – independent from media partnerships.	
5. Speakers Travel	PROVISION	

Travel reserved according the speakers and program needs	
This amount covers the cost of flights	
6. Speakers Accommodation	PROVISION
Accommodation for speakers at the Marriott and Faena Hotel	
This amount covers the cost of hotel rooms	

4. PRODUCTION

N°	Description	Budget
1. Creative Concept		
	<i>RA&A will create a full 3-D concept design of venues, including staging, floorplans, seating.</i>	
	<i>Full presentation.</i>	
2. Decoration		
	RA&A will produce the decor and branding of the plenary as well as all rooms decor and branding.	
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	Carpet stage flooring	
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	Carpet in the plenary hall, additional branding on all walls including plenary hall	
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	02 Lab rooms	
	01 Registration	
	03 work stations	
	06 high stools	
	03 Conclave rooms	
	Conclaves backdrop	
	03 Interview corner	
	Photocall	
3. Signage		
	Directional signage,	
	Welcome signage at the Hotel and at the Conference Center	
	Indoors directional signage	
	Special design for all totems, surfboards	
4. Technical Equipment (Video/display technology)		
	Plenary room	
	03 LED screens	
	Rigging / trusses	
	Broadcast / cameras	
	Lightings	
	Lights on stage designed for speeches and different sessions	

01 Sound system (Includes all sound monitors, public address system, amplifiers)	
Sound designed for speakers on stage	
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Microphones for speakers, tie microphones and headset	
Microphones	
Amplifiers	
Full equipped venue for all sessions, based on approved creative concept, integrating the latest technology and offering an enhanced live experience.	
Opening Jingle Video	
Backgrounds dedicated for each session	
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02 Consoles and Stage Racks (Backstage video world streaming), streaming mix	
Switches	
Multi-mode fiber optics to support all back stage and front of house	
Video Batches	
01 Video Control systems	
05 Monitors for front of house/backstage	
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5. Video / photography	
Videography and Photography services.	
Best of video	
Full Photo archive	
One team fully dedicated to record all the networking moments, the sessions to create a best of	
A team of photographers to take pictures across the conference	
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2 cabins, 300 headsets, English/Arabic/Spanish	
7. Interpreters	
Human resources management of all production resources to ensure a flawless show.	
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05 Room Monitors	
01 Technical Directors	
01 Technical Assistants	
01 Stage Manager	
01 Video/ LED Director	
01 Sound Director	
01 Light Director	
02 Staff for Broadcasting	
Technical Crew: power, cables, set up of the LED Screen, of the sound & Light System	
01 Decor Director	

Decoration Crews

5. OPERATIONS

N°	Description	Budget
1.	Ushers	
	RA&A will hire ushers for 03 days	
	Guided experience for all participants.	
2.	Event Management Team Salaries	
	Fees for directors and managers, lump sum amount for onsite team.	
	RA&A will assign all requested staff that will includes:	
	01 Project Directors	
	01 Creative Director	
	02 Logistics Directors	
	02 Operations Managers	
	Onsite team	
3.	Accreditation and Badging system	
	RA&A will develop an accreditation and badging system, including database management and security.	
	Badging solution for all participants, staff, protocol, V-VIP, media with a technology and security solution; system integration with website.	
	All individuals will register online through a registration form or will be registered manually (VIP process) by the dedicated management team	
	All data will be secured in a comprehensive database - dedicated badging module	
4.	Registration	
	Physical event badging system that include:	
	Customized badges and lanyards.	
	Badge printing center	
	Registration solution for all participants, staff, protocol, V-VIP, media with a technology and security solution; system integration with website.	
5.	APP	
	Enhanced app with permanent upgrades, offering expanded options and tailored features specific to FII Priority Miami	
	Including the live feed and program update	
6.	Live Streaming	
	Live platform	
7.	Executive Team Travel	PROVISION
	RA&A will book project management and program staff flights and accommodation	
	Senior management and program/content team travel and accomodation costs to be managed.	
8.	Staff Travel & Transportation	PROVISION
	Travel and local transportation that include	
	Flight bookings and transfers for staff traveling	
9.	Staff Accommodation & Catering	PROVISION

Hotels and catering for the staff

6. MARKETING MATERIAL

N°	Description	Budget
1	Collateral	
	Brandred collaterals for participants and speakers	
	Branded notepads	
	Branded Bags	
	Branded pens	
	<i>NB1: This amount is based on 800 participants</i>	

7. ADVISORY

N°	Description	Budget
1.	Conference Management / Professional Fees	
	RA&A global coordination	
	Time and global expertise of Richard Attias & Associates senior management, ongoing on demand support.	

8. CONTINGENCY

N°	Description	Budget
1.	Contingency	

IV. Payment Schedule

Instalment due date	Amount (USD) Inclusive of Sales Tax
Upon signature of budget phase I	██████████
10 th February 2025	██████████
Upon final invoice after conference	Remaining balance

Signatures

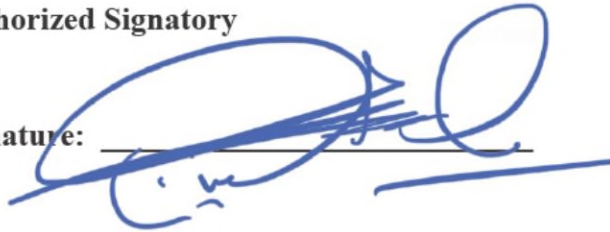
for and on behalf of the First Party

Yasir O. Al-Rumayyan
Chairman of the Board of Trustees

Rakan Tarabzoni
COO
FII Institute

Authorized Signatory

Signature: _____

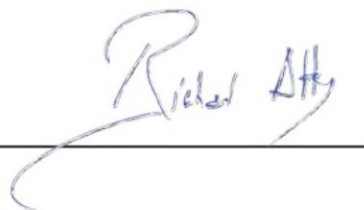



for and on behalf of the Second Party

Richard Attias
Chairman of Richard Attias and Associates LLC

Authorized Signatory

Signature: _____



SECOND STATEMENT OF WORK

This second statement of work (“**SOW 2**”) is entered into on 17th of February 2025 by and between:

PARTIES

- 1) **The Future Investment Initiative Institute**, a non-profit entity incorporated by Royal Order A/124 on 29/2/1441 H (29/10/2019 G), whose registered office is located at RDC Complex, Building CS01, 4th Floor, Unit 9, 4044 Al Imam Saud Ibn Abdul Aziz Branch Road, Riyadh, 12382, Saudi Arabia (hereinafter referred to as the “**First Party**”), and
- 2) **Richard Attias and Associates LLC**, a company duly incorporated under the laws of the State of Connecticut, holding Employer Identification Number [REDACTED] with its address at 555 Madison Avenue, New York, NY 10022, (hereinafter referred to as the “**Second Party**”)

Each referred to as a **Party**, and together as the **Parties**.

BACKGROUND

- A. The Parties entered into a framework agreement (the “**Framework Agreement**”), signed on 22 August 2022 (the “**Framework Agreement**”) and the addendum of the Framework Agreement signed on 23 August 2024 (the “**Addendum**”), allowing the First Party to request services from the Second Party.
- B. Pursuant to the Framework Agreement, the First Party request certain services to be provided by the Second Party, and the Second Party agrees to provide such services to the First Party in accordance with this SOW 2 in connection with the Priority Summit which will take place in Miami, Florida (the “**Event**”).
- C. Whereas the Parties already entered into a Statement of Work dated 04/02/2025 (the “**SOW**”) for rendering services and works in relation to the Event.
- D. Whereas the Parties agreed to provide additional services and items pursuant to this SOW 2 and supplementary to the SOW for the Event in accordance with the terms and conditions referenced herein.
- E. The terms of the Framework Agreement and the terms of the SOW are both hereby incorporated by reference herein and shall be deemed to have the same force and effect as if set forth in full herein.



- F. All capitalized terms not otherwise defined in this SOW 2 shall have the meanings ascribed to them in the Framework Agreement.
- G. The Parties hereby agree that the items and services to be provided for the Event pursuant to this SOW 2 and their budget shall be as follows:

I. Scope of Work and Budget

The Second Party shall supply the services and items below in exchange for the specified amounts and budget:

Additional items/costs due to the "special event" happening on February 19th

#	ITEM	AMOUNT USD
1	PRODUCTION ADDITIONALS	
1.1	Rental of additional spaces used for Partners Lounge and VIPs meeting rooms (Crema Bazaar and Crema Retail Space)	
1.2	Additional labor, branding and TV Totems for Partners Lounge and VIP meeting rooms and Saxony Bar	
1.3	Draps to cover all windows of 5th floor of Forum Building + Office of POTUS (presidential blue drape requested by WH) Printing of blackout stickers for all window of the building and additional branding for February 19th (barricades, armored screen on stage) Additional Labor to install all window covers for WH requests (All windows of the Faena Forum have to be individually covered when POTUS is in building)	
1.4	Overtime and extra labor for production team for overnight setup to be ready on 18th evening vs. 19th evening	
1.5	Early Equipment Rentals, setup and equipment for Media Center shift to Cabaret for Feb 19	
1.6	Additional AV / Fiber equipment as per WH Request for safe Wifi connection on Feb 19 Dark Fiber setup and cables	
1.7	Livestream Support for additional day of stream on Feb 19	
1.8	Furniture Rentals for 5th Floor Offices, partners' lounge and VIP meetings	
1.9	Rental of Parking Spaces used for storage for Secret Services	
1.10	Additional Security for Faena hotel and Forum on the 19th (new positions requested by SS + for metal detectors) Added Security Positions in case of protests + VVIP management from ex-SS Team hired as private security	
1.11	Metal detectors rental	
1.13	Emergency Medical Services	
1.14	Translation into Arabic added for Feb 19	
1.1	Additional Photographers + Editor for Feb 19 - dedicated to Green Room and official photo Ops	
1.16	Additional plants and flowers for 5th floor POTUS office	
1.18	Show Caller arriving earlier for technical rehearsals on 18th vs. 19th	
1.19	Extras - POTUS background	
1.20	Queen Event Content for custom screens	
1.21	City of Miami MOT Plans, permits and Signage, Parking Fees, Police Labor (City of Miami Requests)	
1.22	Security Labor from SS and Miami Beach Police Department (100 additional officers), Tents for POTUS arrival, Tent for sniper + All WH Requests (rental of 230 meters of barricades, street closures from 32nd street etc)	
1.23	Recording of 5 lab rooms over the 3 days of the summit	

2 LOGISTICS ADDITIONALS	
2.1	Additional Usher - Outdoor directional and amphitheater - For Crema area – Billateral meeting on the 3 days - For Media at the Cabaret on 19th - 2 additional Ushers at the registration desk on 19th
2.2	Additional staff accomodation
2.3	Additional staff travel, transportation & catering
Total Budget in USD (exc. 7 % Sales Tax)	
7% Sales Tax	
Total with Sales Taxes	

II. Timeline

The Event shall take place on the 19th of February 2025 and end on the 21st of February 2025.

III. Entire Agreement

The Parties agree that this SOW 2 shall form an integral part of the SOW and the Framework Agreement, and save as amended herein, all provisions of the SOW and the Framework Agreement shall remain unchanged and continue in full force an effect.

In witness whereof, this SOW 2 is signed as of the date first written above.

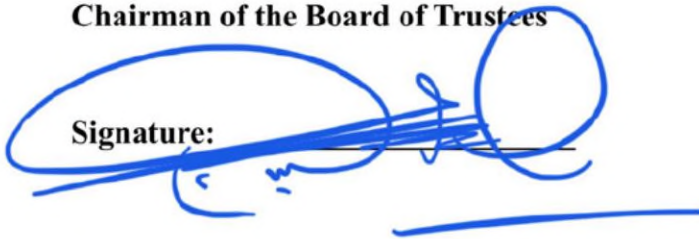
Signatures:

for and on behalf of the First Party

Yasir O. Al-Rumayyan

Chairman of the Board of Trustees

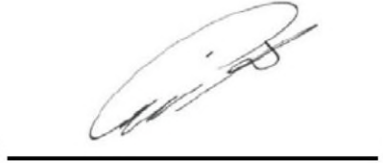
Signature:



Rakan Tarabzoni

COO

Signature:



for and on behalf of the Second Party

Richard Attias

Chairman of Richard Attias and Associates LLC

Signature:

