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May 14, 2018

His Royal Highness Prince Khalid bin Salman bin Abdulaziz
The Embassy of the Kingdom of Saudi Arabia
601 New Hampshire Avenue, NW
Washington, DC 20037

RE: Fee Agreement for Representation

Your Royal Highness,

This letter amends and supersedes our existing agreement with the Kingdom of Saudi Arabia and establishes Brownstein Hyatt Farber Schreck, LLP ("BHFS") representation of The Embassy of the Kingdom of Saudi Arabia ("The Embassy") from January 1, 2018 through December 31, 2018. Specific issues to be addressed and services to be performed by BHFS will be communicated on a regular basis to BHFS as determined by The Embassy. Effective upon execution of this agreement, our fee amount will be $125,000 per month. Any billed expenses shall be authorized in writing by The Embassy in advance.

Disclosure and Confidentiality:

BHFS agrees to the following:

(a) BHFS shall use any information disclosed to BHFS by The Embassy under this Agreement solely for the purposes expressly contemplated by this Agreement. BHFS shall hold in strict confidence all Confidential Information (as defined in (b)) disclosed to or otherwise obtained by it and protect all such Confidential Information with the utmost duty of care. Except as required by law and subject to the prior notification requirement discussed in (e) below, BHFS may disclose Confidential Information only to those members of its Staff who (i) have an absolute need to know the Confidential Information; (ii) are affirmatively required by BHFS to maintain the confidentiality of such Confidential Information in accordance with the provisions of this Agreement and (iii) are informed of such confidentiality obligations.

(b) For purposes of this Agreement, "Confidential Information" shall mean this Agreement, all of BHFS's work product under this Agreement except for final materials prepared for public disclosure, and all other nonpublic, confidential or proprietary information of The Embassy, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained, whether or not patentable or copyrightable, and whether or not marked, designated or otherwise identified as "confidential", including, without limitation, discussions, data, analyses, processes, compilations, forecasts, studies, raw materials, samples, research and development information, records and other documents and other similar and related information concerning

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The Embassy's operations. Confidential Information shall not, however, include any information that BHFS can establish with competent evidence (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure to BHFS by The Embassy; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure to BHFS by The Embassy through no wrongful act, fault, or negligence no action or inaction of BHFS; or (iii) is in the rightful possession of BHFS without confidentiality obligations at the time of disclosure by The Embassy to BHFS as shown by its then-contemporaneous written files and records kept in the ordinary course of business.

(c) All materials received from The Embassy, all information and analysis developed in connection with BHFS's Services, all BHFS work product, and all Confidential Information, is and shall remain the property of The Embassy and archives and documents of a diplomatic mission that are inviolable and protected from disclosure by the Vienna Convention on Diplomatic Relations and U.S. law. Consultant shall not disclose to others or convert to its own use any Confidential Information except with the prior written consent of The Embassy.

(d) No license or other rights of any kind, express or implied, in or to the use of the Confidential Information is granted to BHFS or its Staff hereby. All information furnished to BHFS in connection with this Agreement (including any copies, notations, or assessments based on such information) and all BHFS work product shall be returned to The Embassy upon request, and automatically upon termination of this Agreement.

(e) If any Confidential Information is required to be disclosed by law, including by any order of any court of competent jurisdiction or other governmental authority, BHFS shall immediately inform The Embassy of all such proceedings so that The Embassy may attempt by appropriate legal means to limit such disclosure. In such case, BHFS shall use its best efforts to limit the disclosure and maintain confidentiality to the maximum extent possible.

(f) BHFS acknowledges that any breach or threatened breach of Confidentiality provisions will result in immediate, irreparable, and continuing injury to The Embassy for which there is no adequate remedy at law. Accordingly, in the event of any such breach (or threatened breach), The Embassy shall be entitled to terminate this Agreement effective immediately with no further obligation of payment and to seek preliminary and permanent injunctive relief, without bond, with respect to such breach. BHFS shall not oppose such relief on the grounds that there is an adequate remedy at law, and such right shall be cumulative and in addition to any other remedies at law or in equity (including monetary damages) which The Embassy may have upon any such breach.

(g) The provisions of this section shall (i) apply to all Confidential Information disclosed to or otherwise obtained by BHFS prior to the execution of this Agreement, (ii) apply to all Confidential Information disclosed to or otherwise obtained by BHFS concurrently with or after execution of this Agreement, and (iii) survive the termination of this Agreement in perpetuity.

It is understood that BHFS may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of The Embassy and thereafter will be required to file the reports required by FARA, detailing its activities on The Embassy's behalf. The parties agree that the activities the firm will undertake pursuant to this agreement will not initially, taken together, require the firm to register as a lobbying firm on the client's behalf pursuant to the Lobbying Disclosure Act. If, notwithstanding this understanding, the firm determines that it must undertake such activities in order to meet the parties' objectives under this agreement, the firm will (a) notify the client in advance of undertaking such activities in writing and (b) file a registration and file regular reports, pursuant to the Lobbying Disclosure Act, as legally required.

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We will bill for our services on a quarterly basis. You agree to make payments upfront, on a quarterly bias. We reserve the right to suspend performing services and to promptly move to withdraw from the representation upon a failure to timely pay a bill. Either Party may terminate this agreement upon 15 days written notice with no further obligation other than for The Embassy to pay BHFS such fees and expenses which would have accrued up to and through the 15-day notice period, except that The Embassy may terminate this Agreement at any time effective immediately in the event that BHFS engages in conduct that may negatively impact BHFS's public image and, by association, the public image of The Embassy. Upon termination, the fixed monthly fee shall be prorated on the basis of the portion of the one-month term that had elapsed prior to the effective date of the termination, and BHFS shall refund The Embassy for any advanced monthly or quarterly payments.

Conflicts: During the Term of this Agreement, and for one year thereafter upon expiration or termination of this Agreement, BHFS will not perform any work or accept any lobbying engagement for another government or governmental entity, or for any other client whose interests or objectives are reasonably known to the firm to be adverse to the interests or objectives of The Embassy, without express prior written approval by The Embassy.

This agreement shall be understood as having been drafted by both parties and constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties, superseding all prior and contemporaneous agreements, representations, and understandings of the parties. Finally, this agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. This Agreement may be executed on electronic mail and facsimile counterparts. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

We are very pleased and privileged to work with you. We shall not name you in marketing materials unless you provide consent in writing and in advance.

Please indicate your agreement to the terms of this letter by executing the enclosed copy and returning it to me. We appreciate the opportunity to represent you.

Very truly yours,

BROWNSTEIN HYATT FARBER SCHRECK, LLP

Al Mottur

By

EMBASSY OF THE KINGDOM OF SAUDI ARABIA

By:

SAMI AL-SADHAN
DEPUTY CHIEF OF MISSION

ACCEPTED and AGREED TO this 18 day of July, 2018

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