



Qorvis Communications
T (202) 467 6600
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W www.qorvis.com/

1201 Connecticut Ave, NW
Suite 500
Washington, DC 20036

March 1, 2020

Dr. Awwad Alawwad
President
Human Rights Commission
Riyadh – Northern Ring Road – Exit 2
PO Box 58889 Riyadh 11515

MSLGROUP Americas, LLC d/b/a Qorvis Communications ("Qorvis") is delighted to provide public relations services to the Human Rights Commission of the Kingdom of Saudi Arabia ("Client" or "HRC") including services for media training, strategic communications, media relations, editorial services, outreach, and research (including polling). In this letter (the "Agreement"), we describe the terms of our arrangement with you as we begin our representation. "We," "us," and "our" refer to Qorvis and "you" and "yours" refer to Client.

1. As part of our Agreement, we will provide services on behalf of Client as described herein. These services will be performed in the United States. This Agreement begins on March 1, 2020, and terminates on February 28, 2021. This Agreement may also be terminated by either party upon thirty (30) days prior written notice to the other party. Upon termination, the 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 Qorvis shall refund the Client for any advanced monthly or quarterly payments (excluding any amounts pre-paid for expenses that were committed to prior to the termination).

During the Term of this Agreement, and for six months thereafter upon expiration or termination of this Agreement, Qorvis will not perform any work or accept any engagement for another government or governmental entity, or for any other client whose interests or objectives may be adverse to the interests or objectives of the Client, without prior written approval by the Client.

2. We will bill quarterly in an amount of \$57,500 per month for the HRC retainer exclusive of expenses. Additional research, event support and other services will be billed separately. Your payments are due no later than sixty (60) days after you receive our invoice.

3. Qorvis agrees to the following confidentiality provisions:

(a) Qorvis shall use any information disclosed to Qorvis by the Client under this Agreement solely for the purposes expressly contemplated by this Agreement. Qorvis 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 notification requirement and exceptions thereto discussed in (e) below, Qorvis may disclose Confidential Information to those members of its Staff who (i) have an absolute need to know the Confidential Information; (ii) are affirmatively required by Qorvis to maintain the confidentiality of such Confidential Information in accordance with the provisions of this Agreement and (iii) are informed of such confidentiality obligations.



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(b) For purposes of this Agreement, "Confidential Information" shall mean this Agreement, all of Qorvis's work product under this Agreement except for final materials prepared for public disclosure, and all other nonpublic, confidential or proprietary information of the Client, 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 Client's operations. Confidential Information shall not, however, include any information that Qorvis 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 Qorvis by Client; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure to Qorvis by Client through no wrongful act, fault, or negligence no action or inaction of Qorvis; or (iii) is in the rightful possession of Qorvis without confidentiality obligations at the time of disclosure by Client to Qorvis as shown by its then-contemporaneous written files and records kept in the ordinary course of business.

(c) All materials received from the Client, all information and analysis developed in connection with Qorvis's Services, all Qorvis work product, and all Confidential Information, is and shall remain the property of the Client.

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

(e) Notwithstanding anything to the contrary in this Agreement, effective as of the date that this Agreement is duly signed by both Parties, 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, Qorvis shall promptly inform the Client of all such proceedings so that the Client may attempt by appropriate legal means to limit such disclosure; for clarity, no such notice is required if prohibited by law. In such case, Qorvis shall use its best efforts to limit the disclosure and maintain confidentiality to the maximum extent possible.

(f) Qorvis acknowledges that any breach or threatened breach of Confidentiality provisions may result in immediate, irreparable, and continuing injury to the Client for which there is no adequate remedy at law. Accordingly, in the event of any such breach (or threatened breach), Client shall be entitled to terminate this Agreement effective immediately with no further obligation of payment (except for payment for services rendered and expenses incurred or committed to prior to termination) and to seek preliminary and permanent injunctive relief, without bond, with respect to such breach. Qorvis 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 Client 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 Qorvis prior to the execution of this Agreement, (ii) apply to all Confidential



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Information disclosed to or otherwise obtained by Qorvis concurrently with or after execution of this Agreement, and (iii) survive the termination of this Agreement in perpetuity.

4. Client shall be responsible for the accuracy, completeness and propriety of information furnished to Qorvis, including information concerning its organization, services, and plans. It will be the Client's responsibility to review all advertising, promotional, publicity and other materials prepared by Qorvis under this Agreement to confirm that representations with respect to Client's organization, products, services and industry are accurate and supportable by competent and reliable tests or other objective data then possessed by Client, as well as to confirm the accuracy and legality of the descriptions of Client's organization, products, services and industry and competitive products and services

5. It is agreed that Client will indemnify us against any loss or expenditure (including reasonable attorneys' fees and costs) that we may incur as the result of any claim, suit or proceeding made or brought against us to the extent caused by Client's (or any third party acting on behalf of or directing Client) negligent acts, errors or omissions, or arising out of or related to materials provided by Client or any instructions from Client. The duties to indemnify shall not terminate with the cancellation of this Agreement. It is agreed that Qorvis will indemnify Client against any loss or expenditure (including reasonable attorneys' fees and costs) that it may incur as the result of any claim, suit or proceeding made or brought against it to the extent caused by Qorvis' (or anyone acting on behalf of or directing Qorvis) negligent acts, errors or omissions, or arising out of or related to any services, materials, or publicity prepared or provided by us or anyone acting on behalf of Qorvis. The duties to indemnify shall not terminate with the cancellation of this Agreement. IN NO CASE SHALL THE LIABILITY OF EITHER PARTY EXCEED THE TOTAL SUM OF THE FEES PAID TO QORVIS UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

6. Neither party shall be liable for any delay in performing or failure to perform its obligations under this Agreement to the extent that and for so long as the delay or failure results from any cause or circumstances whatsoever beyond its reasonable control (an "event of force majeure") provided that the event of force majeure is not due to the fault or negligence of that party.

7. This Agreement will be governed and construed in accordance with the laws of New York without regards to any conflicts of law provisions. This Agreement contains the whole agreement between the parties and supersedes any previous agreement between them relating to the subject matter of this Agreement, whether written or oral. Any valid alteration to or variation of this Agreement must be in writing and signed on behalf of each of the parties by a duly authorized representative. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one Agreement.

8. YOU AGREE THAT REGARDLESS OF ANY STATUTE OF LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.



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9. The signing parties hereto acknowledge that they have received and reviewed this document's terms and conditions. This Agreement shall become effective upon the signatures of both parties.

BY:
The Human Rights Commission
of the Kingdom of Saudi Arabia

Dr. Awwad Alawwad
President

Date

BY:
MSLGROUP Americas, LLC d/b/a
Qorvis Communications

Michael J. Petruzzello,
President

13/03/20

Date

Jonathan Nicholas,
Finance Director

March 13, 2020

Date