

Privacy Act Statement. 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 Registration Unit in Washington, DC. 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.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, Registration Unit, Criminal 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Fleishman-Hillard, Inc. 200 N. Broadway St. Louis, MO 63102	2. Registration No. 5801
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3. Name of foreign principal King Abdullah University of Science and Technology (KAUST)	4. Principal address of foreign principal c/o Aramco Overseas Company B.V. P.O. Box 222; 2300 AE Leiden The Netherlands
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5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (specify): <u>University</u>

Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address.

b) Name and title of official with whom registrant deals.

c) Principal aim.

8. 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

The King Abdullah University of Science and Technology (KAUST) is currently under development and will be opened in 2009. KAUST will be an independent post-graduate research-intensive university.

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"/>

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

The King Abdullah University of Science and Technology (KAUST) is endowed by King Abdullah, the King of the Kingdom of Saudi Arabia. King Abdullah has directed the Oil Minister of Saudi Arabia to coordinate the efforts relating to the building and launch of KAUST. The Oil Minister in turn enlisted the support of The Saudi Arabian Oil Company (referred to as Saudi Aramco) to manage the worldwide efforts to promote KAUST as an independent post-graduate research-intensive university. Saudi Aramco is located in Dhahran, Saudi Arabia and is 100% owned by the Kingdom of Saudi Arabia. Aramco Overseas Company B.V., a subsidiary of Saudi Aramco located in The Netherlands, is the entity with whom the Registrant has been contracted by to provide the public relations services described in Exhibit B.

KAUST is endowed by King Abdullah of Saudi Arabia, however once established it will not be owned or operated by the Government of Saudi Arabia. KAUST will be lead by and at the direction of an independent Board of Trustees and President. There is currently a worldwide search underway for a President of the University.

10. 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.

Date of Exhibit A	Name and Title	Signature
4/13/07	William B. Winkeler, Treasurer	William B. Winkeler

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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, Registration Unit, Criminal 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 Fleishman-Hillard, Inc.	2. Registration No. 5801
3. Name of Foreign Principal King Abdullah University of Science and Technology (KAUST)	

Check Appropriate Boxes:

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

Fleishman-Hillard, Inc. will provide public relations consulting services in connection with the launch of the King Abdullah University of Science and Technology (KAUST) in Saudi Arabia. This University project is being directed by the Saudi Arabian Oil Company (referred to as Saudi Aramco). As compensation for performance of the public relations services described in the attached contract, Fleishman-Hillard, Inc. will receive payments from Aramco Overseas Company B.V., a subsidiary of Saudi Aramco, in accordance with the compensation rates specified in the contract. All contract activities and work will be channeled through Saudi Aramco as the primary contracting agent.

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

Fleishman-Hillard, Inc. will provide worldwide public relations consulting services on behalf of the King Abdullah University of Science and Technology (KAUST) in Saudi Arabia. The primary objective of this global effort is to promote KAUST as an independent post-graduate research-intensive university. The public relations campaign will focus on introducing the University to a worldwide audience, through numerous mediums, in many languages, in order to attract prospective students, researchers, and faculty to the University.

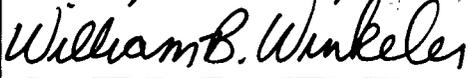
In furtherance of these objectives, Fleishman-Hillard, Inc. will conduct market research, provide media relations counsel, plan for and execute advertising in educational and other publications, develop branding of KAUST, schedule and manage global events, meetings and educational symposia, provide media and crisis communications counsel and training, assist in website development and maintenance, and engage in speaking and op-ed writing. These services are described in the attached contract.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

At this time, it is not the belief of the Registrant that any activities will be political in nature. The public relations services described above in the contract are designed to promote the development of KAUST as an independent post-graduate research-intensive university. The primary focus of the public relations activities will be to appeal to a global audience and not simply directed at a U.S. audience. As part of this project, the Registrant will conduct market research to determine the perceptions and opinions on Saudi Arabia as a place to live and conduct scientific and technological research. The Registrant may also facilitate meetings or events for visiting KAUST officials to promote the university.

The Registrant believes that there may be an incidental effect from our campaign that could be perceived as political activity, and thus will be seeking an opinion from the Registration Unit on this subject.

Date of Exhibit B	Name and Title	Signature
4/13/07	William B. Winkeler, Treasurer	

Footnote: 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.

**DUPLICATE
ORIGINAL**

Contract No: 6600017504

CONTRACT FOR PUBLIC RELATIONS CONSULTING SERVICES

THIS CONTRACT is made and entered into effective as of the First (1st) day of February, 2007, and shall continue in effect through the 31st day of January, 2010.

by and between

ARAMCO OVERSEAS COMPANY B.V. ("COMPANY"), having offices at Leiden,
The Netherlands,

and

FLEISHMAN HILLARD INC. ("CONTRACTOR"), having offices at 1615 L St. N.W.,
Suite 1000, Washington, DC 20036-5610

This Contract consists of this signed document, the following attached schedules, all drawings, standards, specifications and other documents referred to in the Schedules or in any of the referenced documents and any Release POs issued pursuant to this Contract as provided for in Schedule "B".

SCHEDULE "A" General Terms and Conditions

SCHEDULE "B" Job Specification

SCHEDULE "C" Contract Price and Payment Provisions

SCHEDULE "D" Special Terms and Conditions

SCHEDULE "E" SETTLEMENT OF DISPUTES, ARBITRATION AND CHOICE OF LAW

A reference in this Contract to any of the schedules listed above shall, in addition, be considered a reference to any attachments to said schedules and to all documents referred to in said schedules or attachments.

Should there be any conflict between Schedule "D" and any other Schedule, the terms of Schedule "D" shall control. Should there be any conflict between Schedule "A" and Schedules "B" and "C", Schedule "A" shall control. Should there be any conflict between Schedule "B" and documents referred to in Schedule "B", Schedule "B" shall control.

All notices, authorizations and approvals pertaining to this Contract shall be in writing. Except as otherwise provided below, all notices between the parties shall be sufficient when delivered in person or sent by telex or cable, or by certified or registered mail, to the appropriate address as follows:



COMPANY

Managing Director
Aramco Overseas Company B.V.
P.O. Box 222
2300 AE Leiden
The Netherlands

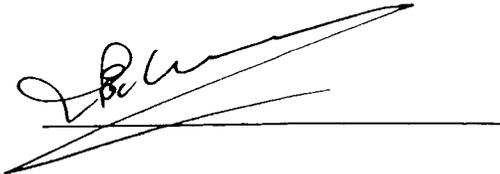
CONTRACTOR

Fleishman Hillard, Inc
1615 L St. N.W., Suite 1000
Washington, DC 20036-5610
USA

IN WITNESS WHEREOF the parties have executed this Contract in duplicate, intending each duplicate copy to serve as an original, as of the effective date set forth above.

WITNESS:

ARAMCO OVERSEAS COMPANY B.V.



By: A.M. Nagshabandi
A.M. Nagshabandi
Managing Director

ENDORSED FOR
SIGNATURE

01 Feb 07

Title: Managing Director

Date: Feb 2, 2007

WITNESS:

FLEISHMAN HILLARD, INC.

William B. Garber, Jr.
William B. Garber, Jr.
Senior Vice President & Senior Partner

By: Martha Boudreau
Martha Boudreau
Title: Executive Vice President &
Senior Partner, General Manager

Date: January 31, 2007

**DUPLICATE
ORIGINAL**



SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

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SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "Amendment" means any written modification of this Contract expressly designated as an amendment and signed by both parties.
- 1.2 "Company Representative" means a party or parties duly authorized by COMPANY, to act on behalf of COMPANY, with whom CONTRACTOR may consult at all reasonable times, and whose instructions, requests and decisions issued or made as provided in this Contract shall be binding on COMPANY
- 1.3 "Consultant" means CONTRACTOR employee(s) who will perform consulting services pursuant to a Release Purchase Order.
- 1.4 "Contractor Representative" means a party or parties duly authorized by CONTRACTOR to act on behalf of CONTRACTOR, with whom COMPANY may consult at all reasonable times, and whose instructions, requests, and decisions issued or made as provided in this Contract, shall be binding on CONTRACTOR.
- 1.5 "WORK" means all the work and services to be performed by CONTRACTOR pursuant to this Contract.
- 1.6 "Saudi Arab Working Days" means any and all days of the week comprising the normal workweek in Saudi Arabia of Saturday morning through and including Wednesday evening.
- 1.7 "CONTRACTOR Working Days" means any and all days of the week comprising the normal workweek outside of Saudi Arabia of Monday morning through and including Friday evening.
- 1.8 "Release Purchase Order" means the written instructions from COMPANY to initiate the WORK and/or to proceed with the WORK.
- 1.9 "Saudi Aramco" means the Saudi Arabian Oil Company, Dhahran, Saudi Arabia.
- 1.10 "COMPANY" means Aramco Overseas Company BV, Leiden, The Netherlands



2. CONTRACTOR'S GENERAL OBLIGATIONS

CONTRACTOR shall, in accordance with, and subject to, the terms and conditions of this Contract:

- 2.1 Perform the WORK described in Schedule "B" in accordance with the specifications and standards set forth or referenced therein.
- 2.2 Except as may be otherwise specifically provided in Schedule "B", supply all materials, tools and equipment required for the performance of the WORK.
- 2.3 Provide all of the labor and supervision required to perform the WORK ("CONTRACTOR's personnel").
- 2.4 Obtain all permits, licenses and other governmental authorizations, which are necessary for the performance of the WORK, except for those which must be obtained in COMPANY's name.
- 2.5 Appoint one (1) or more Contractor Representatives for the duration of the WORK.
- 2.6 Perform all other obligations, WORK and services which are required by the terms of this Contract or which can reasonably be implied from such terms as being necessary for the successful and timely completion of the WORK.

3. CONTRACTOR'S PERSONNEL

- 3.1 CONTRACTOR warrants that it shall have sufficient competent and fully qualified supervisory and other personnel to perform the WORK in the manner and within the time required by this Contract.
- 3.2 CONTRACTOR's expatriate personnel shall obtain and pay for the required passports, visas and permits necessary to enter into and to exit from Saudi Arabia.
- 3.3 All of CONTRACTOR's personnel shall have in their possession all required and properly validated licenses or certificates for the performance of those parts of the WORK to which they are assigned.
- 3.4 Upon Company Representative's written request, CONTRACTOR shall, at its own expense, remove from assignment to the WORK any CONTRACTOR personnel determined unsuitable by COMPANY and

promptly replace them, at no additional cost to COMPANY, with personnel acceptable to Company Representative.

- 3.5 CONTRACTOR shall defend, indemnify and hold COMPANY harmless from any claim, expense, loss, damage, fine or penalty incurred by, assessed against or demanded from COMPANY as a result of CONTRACTOR's failure to fulfill the obligations set forth in this Paragraph 3.

4. CONTRACTOR's EQUIPMENT

All of CONTRACTOR's equipment shall be in good operating condition and suitable for the safe and efficient performance of the WORK. All such equipment shall be subject to inspection and approval from time to time by COMPANY Any such equipment which is rejected as not conforming with the foregoing shall be promptly removed from the WORK by CONTRACTOR and replaced with equipment acceptable to Company Representative without additional cost to COMPANY and without delay in completion of the WORK.

5. COMPANY's GENERAL OBLIGATIONS

COMPANY Shall, in accordance with and subject to the terms and conditions of this Contract:

- 5.1 Pay CONTRACTOR the Contract Price set forth in Schedule "C".
- 5.2 Perform all of COMPANY.'s obligations in such time and manner as to facilitate the orderly prosecution of the WORK.
- 5.3 Obtain all permits, licenses, and other governmental authorizations which must be obtained in COMPANY's name and which are necessary for the performance of the WORK.
- 5.4 Appoint one (1) or more Company Representatives.
- 5.5 Perform all other obligations required of it by the terms of this Contract.

6. WARRANTIES, INDEMNITY, AND REMEDY OF DEFECTS

- 6.1 CONTRACTOR warrants that it shall perform the WORK with the highest degree of diligence and dispatch, in a first class and safe manner and in strict accordance with the specifications set forth in Schedule "B". CONTRACTOR further warrants that all CONTRACTOR-supplied materials, tools and equipment shall conform to the specifications set forth in Schedule "B", shall be free of defects in material and workmanship and fit for the purposes intended.



- 6.2 Should COMPANY discover at any time within Ninety (90) days performance of the WORK that either the WORK or CONTRACTOR-supplied materials, tools and equipment do not conform to the foregoing warranties, CONTRACTOR shall, after receipt of notice from Company Representative, promptly perform or arrange for the performance of any and all corrective work required to make the WORK or the materials, tools or equipment conform to such warranties. Such corrective work and associated costs for packing and transportation shall be performed at CONTRACTOR's expense. This provision shall not apply to the extent that CONTRACTOR's services are a work in progress, requiring modification in the ordinary course of business
- 6.3 *DELETED*
- 6.4 The rights and remedies of COMPANY provided by this Paragraph 6 are in addition to any other rights and remedies provided by law or in equity or otherwise.
- 6.5 CONTRACTOR further warrants that all persons employed or used by CONTRACTOR to perform services in the United States hereunder are either: (1) U. S. citizens; or (2) non-U. S. citizens lawfully admitted for permanent residence in the United States or otherwise authorized by U.S. immigration law to be so employed and to perform such services.
- 6.6 COMPANY shall indemnify and hold CONTRACTOR harmless from any third party liability arising from the negligent or intentional acts or omissions of COMPANY.

7. LIABILITY AND INSURANCE

- 7.1 Except as provided in Paragraph 7.2 of this Schedule "A", CONTRACTOR shall defend, indemnify and hold COMPANY and its affiliated companies and their officers, directors, employees, agents and appointed representatives harmless from any and all claims, losses, expenses or damages arising from or related to the injury to, or death of, any person, including CONTRACTOR, and the damage to, or loss of, any property resulting from any negligent act or omission of CONTRACTOR, its subcontractors or the employees or agents of either of them.
- 7.2 Neither party shall be directly liable to the other for any consequential damages, including, but not limited to, loss of profit or products whether such liability is based, or claimed to be based, upon negligent act or omission of a party or its personnel, or whether such liability is based, or

claimed to be based, upon any breach of a party's obligations under this Contract.

7.3 CONTRACTOR shall, at its own expense, maintain during the entire progress of the WORK not less than the insurance coverage set forth below:

7.3.1 Worker's Compensation, in accordance with the provisions of the applicable Worker's Compensation Law, or similar laws of the state, territory or province having jurisdiction over the employee, and Employer's Liability Insurance with a minimum limit of liability of \$1MM for each occurrence.

7.3.2 Liability Insurance with a combined single limit of not less than \$5MM for Bodily Injury and Property Damage Liability per occurrence covering all of CONTRACTOR's operations under this Contract.

7.4 If requested by Company Representative, CONTRACTOR shall have its insurance carrier(s) furnish to Company Representative insurance certificates specifying the types and amounts of coverage in effect and the expiration dates of each policy, and a statement that no insurance shall be canceled or materially changed without thirty (30) consecutive days prior written notice to Company Representative, and a statement that the policies are issued in compliance with the requirements herein. If requested by Company Representative, CONTRACTOR shall permit Company Representative to examine the original insurance policies or, at Company Representative's option, CONTRACTOR shall furnish Company Representative with copies of insurance policies certified by the carrier(s) as being issued in compliance with these requirements. This provision is a continuing one and its binding effect shall survive the expiration or termination of this Contract. Company Representative's approval of, or non-objection to, CONTRACTOR-supplied insurance certificates or policies shall not relieve CONTRACTOR of any obligation or liability under this Contract.

7.5 In regard to all insurance coverage purchased by CONTRACTOR under this Contract, CONTRACTOR shall have the insurance carriers waive all rights of subrogation against COMPANY, its affiliate companies, including their officers, directors, employees, agents and appointed representatives. Evidence of such waiver satisfactory in form and substance to Company Representative shall be exhibited in the certificate of insurance.

8.0 CONFIDENTIALITY



- 8.1 Neither CONTRACTOR nor CONTRACTOR's employees shall disclose to third parties material developed in the performance of this Contract, nor shall either use such material other than in the performance of services for COMPANY or its affiliates, after completion or termination of this Contract.
- 8.2 Furthermore, neither CONTRACTOR nor CONTRACTOR's employees shall divulge any information obtained from COMPANY, its affiliates, its agents, or their personnel, during the performance of the services to anyone except COMPANY and its affiliates so long as and to the extent such information has not become part of the public domain, does not correspond to that furnished or made known to CONTRACTOR by third parties as a matter of right or without restriction as to disclosure, or was in CONTRACTOR's lawful possession at the time of such disclosure.

9. CLAIMS SETTLEMENT AND DISPUTES

- 9.1 CONTRACTOR shall inform the Company Representative promptly following its occurrence or discovery of any item or event which CONTRACTOR knows, or reasonably should know, may result in a request for additional compensation under this Contract. COMPANY and CONTRACTOR shall endeavor to satisfactorily resolve the matter and should it not be disposed of to CONTRACTOR's satisfaction, CONTRACTOR shall forthwith deliver a written notice of claim with all supporting documentation in triplicate to COMPANY at the following addresses indicated in the "face sheets" of this contract:

Failure to so notify COMPANY or failure to supply COMPANY with information sufficient to evaluate CONTRACTOR's position may foreclose consideration of any CONTRACTOR claim based on such item or event.

- 9.2 COMPANY shall evaluate any claim submitted by CONTRACTOR in accordance with Paragraph 9.1 of this Schedule "A". Should CONTRACTOR and COMPANY be unable to agree upon a settlement of any claim, COMPANY shall advise CONTRACTOR in writing of its determination. The matter shall then be treated as an unresolved dispute in accordance with Schedule "E".
- 9.3 Should any dispute arise between COMPANY and CONTRACTOR during CONTRACTOR's performance of the WORK, CONTRACTOR shall, unless Company Representative directs otherwise, continue to perform the WORK and any additional WORK which Company Representative may direct CONTRACTOR to perform.

10. CONFLICT OF INTEREST

Except for customary promotional material and occasional business entertainment limited in value in any instances to the reasonable cost of a business meal, and other than as specifically authorized under the terms of this Contract, CONTRACTOR shall not give, offer, or accept, and warrants that it has not given, offered or accepted, directly or indirectly, any money, personal services, credit or other thing of value, to or from:

- 10.1 COMPANY or its affiliated or related companies; or
- 10.2 any of their agents, independent contractors or subcontractors; or
- 10.3 the employees of any of the foregoing

in order to influence the award of this or any other Contract that has been, or may be, awarded by COMPANY, or their terms, performance, administration, extension or termination.

Any violation of this provision shall constitute a substantial breach of this Contract which, without prejudice to COMPANY's right to enforce any other remedy provided by law, shall empower COMPANY to terminate this Contract for default and claim damages including, but not limited to, any increased costs incurred by COMPANY as a result of such breach.

11. SUSPENSION OF SERVICES

11.1 COMPANY may at any time, with or without cause, suspend performance of the WORK or any part thereof by giving CONTRACTOR prior written notice specifying the WORK to be suspended and the effective date of such suspension. CONTRACTOR shall cease all activity on suspended WORK on the effective date of suspension but shall continue to perform any unsuspended WORK. CONTRACTOR shall take all actions necessary to maintain and safeguard COMPANY materials and equipment related to the suspended WORK. COMPANY shall not be liable for loss of anticipated profits or for any damages or any other costs incurred with respect to suspended WORK if any during the period of suspension COMPANY shall pay such reasonable, auditable and verifiable costs which are:

- 11.1.1 Incurred for the purpose of safeguarding materials and equipment in transit to, or at, the WORK Site;
- 11.1.2 Incurred for such CONTRACTOR personnel, or for such CONTRACTOR equipment, which CONTRACTOR



continues to maintain, at COMPANY's written request, at the WORK Site; or

11.1.3 Otherwise reasonable and unavoidable costs of suspending the WORK and of reassembling personnel and equipment.

11.2 COMPANY may at any time direct CONTRACTOR to proceed with all or any part of the suspended WORK by giving notice to CONTRACTOR specifying the part of WORK to be resumed and the effective date of the resumption. Suspended WORK shall be promptly resumed by CONTRACTOR after receipt of such notice.

12. TERMINATION FOR CONVENIENCE

12.1 Either party may, at any time upon 30 days written notice to the other,, specifying the WORK to be terminated and the effective date of termination.

12.2 Should either party terminate this Contract or any portion of the WORK in accordance with Paragraph 12.1 of this Schedule "A", CONTRACTOR shall stop performance of the WORK involved on the effective date of termination. Upon receipt and verification of CONTRACTOR's invoice, COMPANY shall pay CONTRACTOR all amounts properly due and owing pursuant to Schedule "C" for WORK performed up to that date. Additionally, COMPANY shall pay CONTRACTOR, within thirty (30) calendar days following the effective date of termination as a direct result of such termination (including, but not limited to, reasonable cancellation charges actually paid by CONTRACTOR to its vendors, reasonable demobilization charges, and reasonable costs incurred in preserving or protecting materials, equipment or WORK in progress at the time of termination), plus an amount equal to ten percent (10%) of the foregoing termination costs in full settlement of all CONTRACTOR claims for other costs and loss of anticipated profits.

13. TERMINATION BY COMPANY FOR CAUSE

13.1 Should CONTRACTOR commit a substantial breach of this Contract, COMPANY may demand, in writing, that the CONTRACTOR comply with the terms thereof. If within thirty (30) calendar days thereafter CONTRACTOR fails to remedy the breach, COMPANY may, while the breach remains unremedied and without prejudice to the exercise of any other rights or remedies which may be available to it, terminate this Contract or any part of the WORK by giving CONTRACTOR written notice to that effect. Should CONTRACTOR commit an act of bankruptcy, or seek legal or equitable relief for reasons of insolvency, or become unable to meet its financial obligations, COMPANY may, without prejudice to the exercise of any other rights or remedies which may be

available to it, terminate this Contract or any portion of the WORK by giving CONTRACTOR notice to that effect. Any termination pursuant to this paragraph shall become effective on the date specified in COMPANY's notice but in no event prior to CONTRACTOR's actual receipt of such notice.

- 13.2 On the day on which termination under Paragraph 13.1 of this Schedule "A" becomes effective, CONTRACTOR shall stop performance of the terminated WORK

14. TERMINATION BY CONTRACTOR

14.1 Should COMPANY commit a substantial breach of this Contract, CONTRACTOR may demand, in writing, that COMPANY complies with the terms of this Contract. If within thirty (30) days thereafter COMPANY fails to remedy the breach, CONTRACTOR may, while the breach remains unremedied and without prejudice to the exercise of any other rights or remedies which may be available to it, terminate this Contract or any part of the WORK by giving COMPANY written notice to that effect. Such termination shall be effective on the date COMPANY receives CONTRACTOR's notice.

14.2 Should CONTRACTOR terminate this Contract or any part of the WORK pursuant to Paragraph 14.1 of this Schedule "A", COMPANY shall pay and CONTRACTOR shall accept in full and final settlement of all obligations, losses, costs, lost profits and damages connected with such termination the amounts calculated in accordance with Paragraph 12.2 of this Schedule "A".

15. CONTRACTOR'S OBLIGATIONS UPON SUSPENSION OR TERMINATION

If this Contract or any portion of the WORK is suspended or terminated as provided in Paragraphs 11, 12, 13 or 14 of this Schedule "A" and if COMPANY so requests, CONTRACTOR shall immediately make every reasonable effort to procure cancellation of some or all existing contracts or other obligations entered into by CONTRACTOR with suppliers or others upon terms satisfactory to COMPANY. Alternatively, COMPANY may direct CONTRACTOR to execute and deliver to COMPANY all documents related thereto required by COMPANY and take all steps necessary to fully vest in COMPANY the rights and benefits of CONTRACTOR under existing contracts or other obligations with suppliers and others. In addition, CONTRACTOR shall do whatever is necessary and approved by COMPANY to preserve and protect materials, equipment and supplies in transit or at the site of the suspended or terminated WORK if any and to minimize all costs to COMPANY and CONTRACTOR resulting from such suspension or termination.

16. FORCE MAJEURE

- 16.1 If either party is rendered unable, wholly or in part, by force majeure to perform its obligations under this Contract, it is agreed that performance of such obligations by such party, so far as they are affected by force majeure shall be excused from the inception of any such inability until it is corrected, but for no longer period. The party claiming an inability to perform shall immediately after the occurrence of the force majeure event, notify the other party orally of the nature, date of inception and expected duration of the force majeure and the extent to which it shall prevent the party giving such notice from performing its obligations under this Contract. The party giving notice shall confirm such notification in writing as soon as practicable. The party claiming inability to perform shall promptly correct such inability to the extent it may be corrected through the exercise of reasonable diligence.
- 16.2 The term "force majeure" as used in this Contract shall mean any act, event, cause or occurrence rendering a party unable to perform its obligations which is not within the reasonable control of such party.
- 16.3 Should the WORK be delayed for more than forty-five (45) consecutive calendar days as a result of force majeure, COMPANY shall either suspend the WORK affected pursuant to Paragraph 11 of this Schedule "A" or terminate this Contract or the portion of the WORK involved pursuant to Paragraph 12 of this Schedule "A". Except for Company Representative approved costs incurred after the forty-fifth (45th) consecutive calendar day from the date of the notice to terminate or suspend the WORK as specifically provided in Paragraphs 11 and 12 of this Schedule, neither party shall be liable to the other for costs incurred by the other as a result of any delay or failure to perform arising out of force majeure.
- 16.4 CONTRACTOR shall not be liable for any failure to perform its obligation under this Contract due to force majeure, including but not limited to any of the following causes:
- 16.4.1 Labor disputes involving a complete or partial stoppage of work or strike, threatened or actual whether by the employees of CONTRACTOR or of others on whom CONTRACTOR may be depending for the fulfillment of this Contract.
- 16.4.2 Circumstances beyond the control of CONTRACTOR including accidents to or failure of any machinery or plant used in connection with the provision of services herein.

17. PUBLICITY RELEASES

Should CONTRACTOR or any of its subcontractors desire to publish or release any publicity or public relations materials of any kind concerning or relating to this Contract, CONTRACTOR shall first submit such material to COMPANY for review and approval. CONTRACTOR shall not publish or release any such material without COMPANY's prior written approval.

18. WORK SCHEDULE AND REPORTS

18.1 Upon receipt of each Release Purchase Order, CONTRACTOR shall promptly thereafter prepare and submit to Company Representative for Company Representative's approval, CONTRACTOR's proposed schedule for the WORK. The Work Schedule ("Schedule") shall be based on and incorporate the Completion Date, and shall show the order in which CONTRACTOR shall perform this WORK, projected dates for the start and completion of separate portions of this WORK, and any other information concerning CONTRACTOR's scheduling of this WORK as Company Representative may request.

18.2 The Schedule shall be the basis for progress reporting, schedule controlling and schedule forecasting. At regular intervals, CONTRACTOR shall revise the Schedule to reflect actual WORK in progress. CONTRACTOR shall regularly prepare schedule forecasts that predict the actual Completion Date.

18.3 CONTRACTOR shall promptly notify Company Representative of any anticipated or actual slippage in the WORK to enable prompt remedial action.

18.4 Progress meetings shall be held regularly between Company Representative and CONTRACTOR.

18.5 CONTRACTOR shall regularly deliver to Company Representative a report detailing the number and types of CONTRACTOR personnel committed to the WORK, if so requested in writing by Company Representative.

18.6 Neither the updating of the Schedule nor the submission, updating, change or revision of any other report or schedule submitted to Company Representative by CONTRACTOR under this Contract, nor Company Representative's review or approval of any such report or schedule shall have the effect of amending or modifying, in any way, the Completion Date or of modifying or limiting in any way CONTRACTOR's obligations under this Contract.

19. SUBCONTRACTS AND ADVERTISING BUYS

Subcontracts for the performance of any portion of the WORK shall only be procured after CONTRACTOR has received written approval from Company Representative. CONTRACTOR shall submit to Company Representative all such information as is deemed necessary by Company Representative to evaluate and approve CONTRACTOR's subcontractors. COMPANY shall contract directly with and submit payment directly to any approved subcontractors. In the event that COMPANY requires CONTRACTOR to contract with an approved subcontractor directly, COMPANY shall reimburse CONTRACTOR for any amounts paid to said subcontractor along with a standard agency commission of 17.65% In the event that COMPANY require CONTRACTOR to purchase advertising on COMPANY'S behalf, CONTRACTOR will be entitled to an industry standard 15% advertising commission on said ad buys.

20. INSPECTION

At COMPANY own expense, Company Representative shall be entitled to be present at any and all times and at all locations where CONTRACTOR, or its subcontractors, are engaged in the performance of the WORK, to review and inspect all aspects during the performance of the WORK.

21. TAX LIABILITY

CONTRACTOR shall be fully liable for and pay, without reimbursement from COMPANY, exclusive of any applicable VAT, any and all taxes, all tax related levies, fines, penalties, assessments and fees of every kind and nature, imposed on CONTRACTOR as a result of CONTRACTOR's performance of the WORK or in connection with income earned by CONTRACTOR under this Contract.

22. GENERAL PROVISIONS

22.1 this Contract shall be binding upon and inure to the benefit of the successors and assigns of the parties to this Contract; however, this Contract may neither be assigned nor transferred, either in whole or in part, by CONTRACTOR without first obtaining the written consent of COMPANY

22.2 Failure of either party to exercise any of its rights under this Contract shall in no way constitute a waiver of those rights, nor shall such failure excuse the other party from any of its obligations under this Contract. No benefit or right accruing to either party under this Contract shall be waived unless the waiver is reduced to writing and signed by both parties to this Contract.

The waiver, in one instance, of any act, condition or requirement stipulated in this Contract shall not constitute a continuing waiver or a

waiver of any other act, condition or requirement or a waiver of the same act, condition or requirement in other instances, unless specifically so stated.

- 22.3 CONTRACTOR shall be an independent CONTRACTOR with respect to the WORK under this Contract. Neither CONTRACTOR nor its personnel shall be deemed to be the servants, agents or employees of COMPANY
- 22.4 The warranty, liability, indemnity and confidentiality (including publicity releases) provisions of this Contract shall survive its termination or final settlement. The provisions of this Contract relating to disputed settlement (including choice of law and arbitration) shall survive its termination, but not its final settlement.
- 22.5 Neither party to this Agreement shall, during its term and within 6 months thereafter, hire the employees of the other. In the event that a hire is made in breach of this provision, the hiring party shall pay the non-hiring party liquidated damages equal to 2 times the former annual base salary of any employee so hired.
- 22.6 this Contract supersedes all previous contracts, correspondence and understandings between the parties concerning the WORK and constitutes their entire agreement concerning the WORK to be performed hereunder. No promise, agreement, representation or modification to this Contract shall be of any force or effect between the parties, unless set forth or provided for in this Contract or an Amendment to this Contract.

END OF SCHEDULE "A"

SCHEDULE "B"

JOB SPECIFICATION

1. INTRODUCTION

- 1.1. Because of the technical nature of this Job Specification, it has not been translated into Arabic. CONTRACTOR and COMPANY agree to be bound by the English Text.
- 1.2. This schedule establishes the scope and schedule and means of initiating the WORK to be performed by CONTRACTOR and describes or references the specifications, instructions, standards, and other documents which CONTRACTOR shall satisfy or adhere to in the performance of the WORK.

2. RELEASE PURCHASE ORDER (RPO) PROVISION OF SERVICES:

- 2.1. Should COMPANY require CONTRACTOR to provide the services described in this Schedule, COMPANY shall enquire through a Service Request as per Attachment II to Schedule B. Subsequently, CONTRACTOR shall submit a written proposal giving the background, experience and qualifications of manpower Consultant proposes to assign to perform the services and the applicable compensation. COMPANY shall evaluate the proposal and if the proposal is technically and financially acceptable, COMPANY shall develop a Release Purchase Order (RPO) in accordance with the terms and conditions of Attachment I to Schedule B, for signature by both parties.
- 2.2. Each RPO shall provide the scope of work including, but limited to, a description of the WORK to be performed, the proposed compensation, the name of key personnel by job titles, the man-hours by job titles, point of origin and the start and completion dates of the WORK.

3. NON-EXCLUSIVE AGREEMENT

- 3.1. This Contract is not an exclusive contract. COMPANY may request similar services from others. COMPANY does not guarantee any minimum quantity of WORK. Any estimated quantities or time requirements therefore are for CONTRACTOR's guidance only and are not binding on the parties.
- 3.2. WORK shall be requested and performed on a global basis, without limitations to any one region or country.



4. DESCRIPTION OF THE WORK

CONTRACTOR shall perform the WORK specified in this Schedule B for COMPANY and/or for any PROJECT undertaken and managed, including but not limited to the 'King Abdullah University of Science and Technology (KAUST)' launch project, by COMPANY at any part of the world when requested through a RPO. CONTRACTOR shall accomplish the WORK by it, an affiliate or partner office, or by an approved subcontractor. The WORK shall include, but not be limited to the following:

- 4.1. Market research:
 - Determine perceptions/opinions of target audiences regarding various subjects, including but not limited to:
 - 4.1.1. Saudi Arabia as a place to live
 - 4.1.2. Saudi Arabia's academic reputation
 - 4.1.3. the concept of a new research institution
 - 4.1.4. what types of research are most needed today
 - 4.1.5. applied industrial research
- 4.2. Media relations:
 - 4.2.1. Identify key relevant news organizations and/or publications and/or other media that would be useful in successfully achieving the communications goals of the KAUST program or any other PROJECT.
 - 4.2.2. Conduct desk-side briefings with key media representatives
 - 4.2.3. Arrange editorial board meetings with top-tier print and broadcast media
 - 4.2.4. Liaise with key journalists to work toward prominent placement of KAUST/PROJECT related news stories in credible media
 - 4.2.5. Provide targeted press releases as necessary to publicize KAUST/PROJECT related speeches, inaugurations, or other milestones/events
 - 4.2.6. Produce and compile media kits in Arabic and English, and other relevant publications as needed, for general background or with targeted information for specific events
- 4.3. Publications planning and execution:
 - 4.3.1. Determine what type of publications will be necessary to support KAUST/PROJECT communication goals including but not limited to promotion and marketing materials as well as historical documentation publications and media
 - 4.3.2. Provide all text, photos, graphic arts services and other materials for any and all publications
 - 4.3.3. Arrange for and monitor printing/distribution of publications

- 4.4. Branding:
 - 4.4.1. Design of KAUST/PROJECT logo and corporate identity elements, including graphics, color/design scheme, appropriate fonts, application restrictions, design applications (such as signage, stationery, publications, gift items, etc.) and registering of copyright/trademark
 - 4.4.2. Crafting KAUST/PROJECT motto, if deemed applicable, and securing copyrights thereto as necessary

- 4.5. Media training
 - 4.5.1. Intensive training – theory and practical – for KAUST/PROJECT officials who will interact with media and public as speakers, interviewees, or representatives of KAUST/PROJECT in any capacity
 - 4.5.1.1. on-camera – adversarial/hostile
 - 4.5.1.2. on-camera – informational/non-adversarial
 - 4.5.1.3. print/web publications
 - 4.5.1.4. mainstream vs. specialized publications
 - 4.5.1.5. bridging, hooking and other messaging techniques

- 4.6. Crisis communications services
 - 4.6.1. Training of KAUST/PROJECT designated management and personnel on how to handle crisis situations in which the image and reputation of KAUST/PROJECT is seriously jeopardized
 - 4.6.2. Providing full-spectrum crisis communications services including but not limited to:
 - 4.6.2.1. on-site consultant(s) as necessary
 - 4.6.2.2. providing written materials
 - 4.6.2.3. planning and executing press conferences
 - 4.6.2.4. arranging appropriate media interviews, desk-side briefings, and other media contacts

- 4.7. Website development
 - 4.7.1. Comprehensive, state-of-the-art website development and registration, targeting key KAUST/PROJECT audiences and benchmarked to the most credible institutions of research and higher education in the world.

- 4.8. Writing
 - 4.8.1. speechwriting for KAUST/PROJECT officials
 - 4.8.2. drafting of Op-ed pieces for placement in key publications as warranted
 - 4.8.3. feature articles to appear in key publications as warranted
 - 4.8.4. Drafting of sustained text reports of intermediate length as needed, to be carried out on site.



- 4.9. Scheduling/logistics
 - 4.9.1. public speaking tours – scheduling with relevant organizations, venues
 - 4.9.2. coordinating schedules of media meetings by KAUST/PROJECT officials

- 4.10. Opinion leader outreach
 - 4.10.1. Identifying key opinion leaders for the PROJECT/KAUST
 - 4.10.2. Preparing KAUST/PROJECT officials for each interaction by researching opinion leader backgrounds and providing briefings to KAUST/PROJECT officials
 - 4.10.3. Formulating programs for opinion leader visits, as appropriate

- 4.11. Events management
 - 4.11.1. Organizing comprehensive inaugurations and/or other high-profile events to be attended by high-level government officials, very important personalities (VIPs) and royalty, including but not limited to:
 - 4.11.1.1. catering
 - 4.11.1.2. facilities rental/construction
 - 4.11.1.3. liaison with Royal Protocol offices
 - 4.11.1.4. drafting invitation lists
 - 4.11.1.5. designing and printing of invitations
 - 4.11.1.6. security arrangements
 - 4.11.1.7. signage and messaging
 - 4.11.1.8. media accommodations (press kits, media invitations and visas, media center)
 - 4.11.1.9. transportation

- 4.12. Video Program Production
 - 4.12.1. Provide comprehensive video production services for coverage of KAUST activities and events, including but not limited to:
 - 4.12.1.1. pre-production planning
 - 4.12.1.2. scriptwriting
 - 4.12.1.3. video shooting
 - 4.12.1.4. offline editing, narration recording and approval
 - 4.12.1.5. online editing and video graphics
 - 4.12.1.6. video copy production after final approval

- 4.13. Advertising
 - 4.13.1. Provide comprehensive advertising campaigns as needed, including but not limited to:
 - 4.13.1.1. Placement plan and strategy (print, broadcast, online, outdoor, direct mail and any other media as required)
 - 4.13.1.2. Ad design
 - 4.13.1.3. TV ad production

- 4.13.1.4. Radio ad production
- 4.13.1.5. Media scheduling, buying & placement

4.14. Logistics Facilitation

- 4.14.1. CONTRACTOR shall obtain, coordinate and negotiate on COMPANY's behalf all personnel, equipment, facilities, advertisement and other necessary incidentals needed to support any event or services requested as per the terms of this Schedule "B".

5. JOB DISCIPLINES:

- 5.1.1. The following job disciplines are applicable to WORK under this Contract. Job descriptions, qualifications and experience are provided in Attachment II of this Schedule.

- 5.1.1.1. Senior Public Relations Counselor
- 5.1.1.2. Public Relations Counselor / Coordinator
- 5.1.1.3. Public Relations Specialist
- 5.1.1.4. Media Relations Specialist
- 5.1.1.5. Crisis Communications Specialist
- 5.1.1.6. Crisis - Media Trainer
- 5.1.1.7. Speechwriter
- 5.1.1.8. Copywriter
- 5.1.1.9. Scriptwriter
- 5.1.1.10. Writer / Editor
- 5.1.1.11. Graphic Designer
- 5.1.1.12. Print Production Specialist
- 5.1.1.13. Photographer
- 5.1.1.14. Photojournalist
- 5.1.1.15. AV Program Director
- 5.1.1.16. Video Cameraman
- 5.1.1.17. Sound Recorder
- 5.1.1.18. Creative Director
- 5.1.1.19. Media Planner
- 5.1.1.20. Event Planner / Coordinator
- 5.1.1.21. Statistician / Pollster
- 5.1.1.22. Logistics Facilitator
- 5.1.1.23. Interpreter / Translator
- 5.1.1.24. Administrative Assistant / Secretary
- 5.1.1.25. Senior Trainer
- 5.1.1.26. Historian
- 5.1.1.27. Web Site Developer
- 5.1.1.28. Web Site Designer
- 5.1.1.29. Web Site Editor
- 5.1.1.30. Web Site Administrator
- 5.1.1.31. Director – video/film production

- 5.1.1.32. Producer – video/film production
- 5.1.1.33. Audio/Video Editor
- 5.1.1.34. Market Researcher

6. CONTRACTOR REPRESENTATIVE

- 6.1 CONTRACTOR shall appoint a Contractor Representative who shall be available to conduct Contract business with the Company Representative. The Contractor Representative shall have the authority to make binding commitments on behalf of CONTRACTOR concerning matters related to this Contract. In the event that CONTRACTOR Representative is absent, a qualified replacement must be designated by CONTRACTOR and the Company Representative shall be so notified. CONTRACTOR office shall have capabilities to be contacted by telephone, facsimile and email during normal operations, as well as in emergencies outside normal operating hours.
- 6.2 Contractor Representative shall be the contact person for all WORK under this Contract; whether the WORK is performed by the CONTRACTOR, one of its global partners and / or affiliates or by an approved third party.

7. COMPANY REPRESENTATIVE

- 7.1 The Company Representative shall be _____, or his designee.

8. SUBCONTRACTS AND THIRD PARTY COSTS

- 8.1. All subcontracted or third party WORK shall be included and clearly identified in the approved RPO.
- 8.2. CONTRACTOR shall not subcontract any portion of the WORK without prior written authorization from COMPANY. In procuring subcontracts, CONTRACTOR shall select subcontractors solely on the basis of their technical and financial qualifications.
- 8.3. At least 15 days before the CONTRACTOR extends any invitation for proposals for any subcontract, CONTRACTOR shall submit the following for COMPANY review and approval:
 - 8.3.1. A detailed description of CONTRACTOR's subcontracting procurement and administration organization and procedures, including a proposed proforma subcontract draft.
 - 8.3.2. A subcontracting plan for all WORK to be subcontracted including WORK descriptions and schedules.



- 8.4. If COMPANY approves subcontracting any portion of the WORK CONTRACTOR shall, before entering into any subcontract, provide COMPANY with complete details on the bid evaluation, the proposed subcontractor and sub CONTRACTOR qualifications in accordance with procedures outlined above.
- 8.5. COMPANY shall, in a timely manner, review the information required in the paragraph above and, provided that the selected sub CONTRACTOR is, in COMPANY's opinion, both technically competent and financially able to perform the subcontracted WORK, advise CONTRACTOR in writing of its non-objection to the subcontractor selected. If COMPANY objects to the selected subcontractor for any reason, CONTRACTOR shall either accomplish the WORK itself or shall select another subcontractor to which COMPANY has no objection and this subcontractor shall perform the WORK without delay.
- 8.6. In the event of any substantial breach of this Contract by CONTRACTOR and without regard as to whether COMPANY terminates this Contract or a portion of the WORK pursuant to Paragraph 13 of Schedule "A", CONTRACTOR shall, if COMPANY requests, assign to COMPANY all of its rights under all subcontracts entered into by CONTRACTOR. COMPANY may, to the extent permitted by applicable law and after prior written notice to CONTRACTOR, enforce directly against any such subcontractor all rights of CONTRACTOR under such subcontract. All subcontracts entered into by CONTRACTOR shall contain a provision whereby the subcontractor agrees and consents to such assignment by CONTRACTOR to COMPANY.
- 8.7. CONTRACTOR shall include in every subcontract under this Contract, a provision prohibiting any further subcontracting of any portion of the WORK by the subcontractor unless the sub contractor first obtains the written approval of CONTRACTOR. CONTRACTOR shall not give such approval without first obtaining the prior written approval of COMPANY, as provided above. If COMPANY gives such approval, CONTRACTOR shall ensure that all further subcontracts entered into by its sub contractor contain a provision prohibiting any further subcontracting of any portion of the WORK without first obtaining the approval of CONTRACTOR, which approval may be given only in accordance with the provisions of this Paragraph.
- 8.8. CONTRACTOR shall be fully responsible to COMPANY for the acts and omissions of all its subcontractors and their personnel. CONTRACTOR shall manage, schedule and coordinate the WORK of all its subcontractors, at whatever tier, so as to meet the Scheduled Completion Dates and Critical Milestone Dates. Nothing in this Contract shall create



any contractual relation between COMPANY and any subcontractor, unless COMPANY elects to exercise its rights under Paragraph 8.6 of Schedule "B". COMPANY's approval to subcontract any portion of the WORK and COMPANY's non-objection to sub contractor selection shall not relieve CONTRACTOR of any of its obligations under this Contract.

- 8.9. CONTRACTOR shall ensure that all subcontractors selected by CONTRACTOR or by any subcontractor are licensed, registered or otherwise qualified to do business in Saudi Arabia, and CONTRACTOR shall indemnify and hold COMPANY harmless from any loss, cost, claim or expense incurred by COMPANY as the result of the non-licensing or non-registration of any such subcontractor.

9. BUSINESS ASSIGNMENTS

- 9.1. COMPANY may require CONTRACTOR to travel within or outside Saudi Arabia to undertake activities directly related to the WORK hereunder. Reasonable, necessary and verifiable travel expenses will be reimbursed in accordance with Schedules "C" and "D."

- 9.2. All business assignments shall be approved in advance by COMPANY.

10. LUMP SUM WORK

COMPANY shall have the right to request CONTRACTOR to submit a lump sum proposal for a specified Release Purchase Order (RPO) based on the number of quoted units required by the CONTRACTOR for the WORK and the unit prices in Pricing Attachment I to Schedule "C" of this Contract. COMPANY shall prepare and issue a well-defined Scope of Work and Project Package to CONTRACTOR, requesting the CONTRACTOR to prepare and submit the lump sum proposal for the WORK to be carried out as a turn-key project. CONTRACTOR shall mobilize effectively and carry out all necessary activities required in accordance with the Contract.

COMPANY may at its sole option use this approach to procure any or all services under this Contract.

11. Third Party Services:

- 11.1. CONTRACTOR shall be responsible to execute services for COMPANY through third party/subcontractor under this contract when required. CONTRACTOR shall always be diligent and transparent when executing such services for COMPANY through a third party and/or subcontractor.
- 11.2. For the work executed through third party and/or subcontractor, CONTRACTOR shall always negotiate the prices and make sure that the final rates agreed are the best prices for the services.

12. Payment:

- 12.1. For the services performed as per the specifications of the CONTRACT, COMPANY shall compensate CONTRACTOR at the applicable rates specified in Attachment I to Schedule C of the Contract.
- 12.2. For the lump sum work requested, COMPANY shall compensate CONTRACTOR the lump sum price specified in the RPO.

END OF SCHEDULE "B"



SCHEDULE "B"

ATTACHMENT I
TERMS AND CONDITIONS APPLYING TO
RELEASE POs

1. DEFINITION AND FORM OF RELEASE PO

- 1.1 A Release PO is a written direction to CONTRACTOR to perform specified WORK under the terms and conditions of this Contract. It shall be issued by the Company Representative in letter form or on Form No. _____ and shall stipulate the type of WORK to be performed, basis of payment, estimated quantities and the start and completion dates of the WORK. Due to COMPANY's conversion to SAP, a Release PO will also be identified as "Release Purchase Order" or such other name that COMPANY may stipulate as communicated to CONTRACTOR by the Company Representative.
- 1.2 A Release PO with a completion date extending beyond the expiration date of the Contract may be issued and the Contract shall continue in effect for such Release PO, provided the completion date specified for such WORK, on the applicable Release PO, is not more than sixty (60) consecutive days after the original Contract expiration date or any extension thereof.
- 1.3 The Release PO shall give CONTRACTOR not less than _____ consecutive working days notice of the required WORK unless CONTRACTOR waives such notice in writing.

2. CONTRACTOR'S OBLIGATIONS

- 2.1 CONTRACTOR shall acknowledge receipt of every Release PO by signing it in the presence of the Company Representative. CONTRACTOR specifically agrees to perform the required WORK within the stipulated period. When CONTRACTOR considers that the WORK as specified in a Release PO is complete, it shall notify COMPANY in writing. Within ten (10) consecutive working days following receipt of said notice, COMPANY shall, if applicable, inspect the WORK and shall either certify that the WORK has been completed or shall advise CONTRACTOR of the remaining or corrective WORK required to complete the Release PO.
- 2.2 CONTRACTOR recognizes that the WORK is of a sporadic nature and continuity may not be maintained between Release POs.



Consequently, some of the CONTRACTOR's equipment and manpower may become idle for such periods. CONTRACTOR's rates as specified in the Pricing Attachments to Schedule "C" shall be deemed to compensate CONTRACTOR for such idle time.

3. FAILURE TO PERFORM

- 3.1 If CONTRACTOR is unable to perform the required WORK within the stipulated period, COMPANY may accomplish the WORK which CONTRACTOR is unable to perform through any other person or contractor it deems appropriate. COMPANY shall be entitled to set off against amounts due CONTRACTOR those amounts payable to others on account of any WORK performed by them in so far as such amounts exceed what would have been paid to CONTRACTOR.

4. CANCELLATION AND CHANGES MODIFICATION

- 4.1 Notwithstanding anything to the contrary in Schedule "A", COMPANY may cancel a Release PO at any time by giving CONTRACTOR written notice of such cancellation. Upon receipt and verification of CONTRACTOR's invoice, COMPANY shall pay CONTRACTOR all amounts properly due pursuant to Schedule "C" for work performed up to the date CONTRACTOR received such notice.
- 4.2 Changes to existing time and work unit rate quantities can be reflected on the face of the Release PO so long as the total value of the Release PO has not increased. However, should changes be required which increase the value of the Release PO, add new work items to the Release PO or are outside the scope of the original Release PO, the existing Release PO shall be canceled and a new one issued by the COMPANY incorporating the changes.

5. EMERGENCY RELEASE POS

- 5.1 CONTRACTOR shall in cases of emergency and when orally requested by the Company Representative, proceed with the performance of WORK prior to the issuance of a Release PO. Written request for emergency WORK shall be given to CONTRACTOR promptly following the initial oral request on a letter format titled "Emergency Request". Contractor shall sign such Emergency Request to acknowledge its time and date of notification. A Release PO shall be issued by the COMPANY promptly after issuance of an Emergency Request to cover the emergency WORK. Payment will be in accordance with the appropriate rates included in Schedule C.

6. NON-EXCLUSIVE AGREEMENT

- 6.1 This Contract is not an exclusive contract and COMPANY may request similar services from others. COMPANY does not guarantee any minimum requirement for the WORK to be specified by Release PO and any estimated quantities or time requirements therefore are for CONTRACTOR's guidance only and are not binding on the parties.
- 6.2 CONTRACTOR agrees that any assistance COMPANY may render in the procurement of block visas for personnel assigned to perform services under this Contract, including certification of the estimated number of expatriates required and estimated value of the contract, shall not obligate COMPANY to issue Release POs corresponding to such certification and CONTRACTOR shall make no claim against the COMPANY based on the rendering of such assistance to CONTRACTOR.

END OF ATTACHMENT I

SCHEDULE "B"
ATTACHMENT II
SERVICE REQUEST

FLEISHMAN HILLARD INC. ("CONTRACTOR")
1615 L St. N.W., Suite 1000
Washington, DC 20036-5610

Gentlemen:

Please refer to our Contract No. 6610017504 between us for the provision of PR Consultant Services.

This letter, which we send to constitutes the Service Request pursuant to Contract No. 6600017504 for the performance of the following services:

(specific description)

Pursuant to Paragraph 2.1 of Schedule "B" of the Contract, please submit a written proposal with required details to COMPANY before ___/___/___ (mm/dd/yyyy) for review and decision.

Yours truly,
On behalf of

ARAMCO OVERSEAS COMPANY BV

(COMPANY)

By: _____

Title: _____

END OF ATTACHMENT II



SCHEDULE B

ATTACHMENT III

JOB TITLE DESCRIPTION AND QUALIFICATIONS

1.1 Job Title	Minimum Requirements
Senior Public Relations Counselor	<p>Education: Bachelor's degree in Communications, Media Relations, or related discipline.</p> <p>Experience: Twenty (20) years of related experience in public relations, mass communications, advertising, etc.</p> <p>Other: Ability to develop appropriate corporate communications strategies in the short, medium and long terms. World-class skills in coordinating and organizing PR related activities. Ability to prepare and present concise reports and presentations. Should be able to confidently meet and discuss issues with senior levels of management.</p>
Public Relations Counselor/Coordinator	<p>Education: Bachelor's degree in Communications, Media Relations, or related discipline.</p> <p>Experience: Twelve (12) years of related experience in international public relations, mass communications, advertising, etc.</p> <p>Other: First class skills in coordinating and organizing PR related activities. Excellent organizational and interpersonal communication skills. Ability to prepare and present concise reports, proposals and presentations. Should be able to confidently meet and discuss issues with various levels of management. Excellent project management skills required.</p>
Public Relations Specialist	<p>Education: Bachelor degree</p> <p>Experience: Five (5) years in related experience.</p>
Media Relations Specialist	<p>Education: Bachelor's degree in Communications, Journalism, or related discipline.</p> <p>Experience: Seven (7) years of related experience in corporate communications, primarily in the field of media relations work. Previous experience in the international petroleum industry desirable.</p> <p>Other: Ability to compile and communicate information quickly, and to appreciate the value of various news stories. Ability to positively manage relationships with the media. Ability to mentor others.</p>
Crisis Communications	<p>Education: Bachelor's degree in Communications,</p>

<p>Specialist</p>	<p>Journalism, or related discipline. Experience: Ten (10) years of related experience in corporate communications, journalism, etc., with experience in handling crisis communications. Previous experience handling crisis communications in the petroleum industry desirable. Other: Ability to develop and activate crisis communications systems and programs. Ability to handle both operational details and strategic communications issues.</p>
<p>Crisis - Media Trainer</p>	<p>Education: Bachelor's degree in Communications, Journalism, or related discipline. Experience: Ten (10) years of related experience in corporate communications, primarily in the field of executive communications and media activities. Five (5) years as a Trainer. Other: Ability to instruct members of senior management, company spokespeople, subject-matter experts, etc. in order to handle speeches, interviews, press conferences, and other media appearances. Well-versed in theories and practice of communicating ideas and information, as well as proper comportment and etiquette in public appearances and media situations.</p>
<p>Speechwriter</p>	<p>Education: Bachelor's degree in Communications, Journalism, or related discipline. Experience: Fifteen (15) years of related experience in corporate communications, primarily in the field of writing and executive communications. Previous experience writing speeches for leading international companies and executives in the petroleum industry desirable. Other: Excellent writing skills, and an ability to analyze large volumes of information and extract key points and messages. Ability to work under tight deadlines closely with members of senior management. Ability to think strategically in terms of messaging. Sensitive to cultural differences as well as international business norms. Broad knowledge of current events.</p>
<p>Copywriter</p>	<p>Education: Bachelor's degree in Communications, Media Production, Advertising, or related discipline. Experience: Seven (7) years of related experience in audiovisual production field, primarily in the area of corporate communications. Previous experience in industrial field, especially the petroleum industry,</p>



	<p>desirable.</p> <p>Other: Excellent writing skills, and an ability to analyze large volumes of information and extract key points and messages. Ability to think strategically in terms of messaging. Ability to write crisp, concise copy for print/display advertising and other communications media, including exhibits. Sensitive to cultural differences as well as international business norms.</p>
Scriptwriter	<p>Education: Bachelor's degree in Communications, Media Production, Film, or related discipline.</p> <p>Experience: Seven (7) years of related experience in audiovisual production field, primarily in the area of corporate communications. Previous experience in industrial field, especially the petroleum industry, desirable.</p> <p>Other: Excellent writing skills, and an ability to analyze large volumes of information and extract key points and messages. Ability to handle all stages of script development, from initial ideas and storyboards through to final scripting and polishing. Ability to think strategically in terms of messaging. Sensitive to cultural differences as well as international business norms.</p>
Writer/Editor	<p>Education: Bachelor's degree in Communications, Journalism, or related discipline.</p> <p>Experience: Seven (7) years of related experience in journalism or corporate communications. Previous experience in industrial field, especially the petroleum industry, desirable.</p> <p>Other: Excellent writing skills, and an ability to analyze large volumes of information and extract key points and messages. Ability to think strategically in terms of messaging. Good copyediting skills in addition to writing abilities.</p>
Graphic Designer	<p>Education: Bachelor's degree in Art, Graphic Design, Computer Science, or related discipline.</p> <p>Experience: Seven (7) years of related experience in graphic design. Previous experience in industrial field, especially the petroleum industry, desirable.</p> <p>Other: Excellent graphic design and computer skills. Understanding of corporate identity systems, online graphic design, and print production techniques desirable. Ability to align image selection and design with communication goals.</p>
Print Production	<p>Education: Bachelor's degree in Art, Graphic</p>

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Specialist	<p>Design, or related discipline.</p> <p>Experience: Ten (10) years of related experience in printing, binding, and other areas of production. Experience in the Middle East and GCC regions desirable.</p> <p>Other: Excellent understanding of print production techniques and systems. Excellent quality assurance and proofing skills.</p>
Photographer	<p>Education: Bachelor's degree in Photography, Art, Graphic Design, or related discipline.</p> <p>Experience: Ten (10) years of related experience in photography. Previous experience in industrial field, especially the petroleum industry, desirable.</p> <p>Other: A wide range of styles, from representational to abstract, is desirable. Ability to work in a studio, in the field, and on location. Ability to align photographic images with communication goals.</p>
Photojournalist	<p>Education: Bachelor's degree in Photography, Journalism, or related discipline.</p> <p>Experience: Ten (10) years of related experience in photography and journalism. Previous experience in industrial field, especially the petroleum industry, desirable.</p> <p>Other: Excellent writing skills, good interview skills. A wide range of photographic styles, from representational to abstract, is desirable. Ability to work independently. Ability to align photographic images with communication goals, and to analyze large volumes of information and extract key points and messages.</p>
AV Program Director	<p>Education: Bachelor's degree.</p> <p>Experience: Five (5) years of related experience.</p>
Video Cameraman	<p>Education: Bachelor's degree.</p> <p>Experience: Five (5) years of related experience.</p>
Sound Recorder	<p>Education: Bachelor's degree.</p> <p>Experience: Five (5) years of related experience.</p>
Creative Director	<p>Education: Bachelor's degree.</p> <p>Experience: Five (5) years of related experience.</p>
Media Planner	<p>Education: Bachelor's degree.</p> <p>Experience: Five (5) years of related experience.</p>
Event Planner/Coordinator	<p>Education: Bachelor's degree.</p> <p>Experience: Fifteen (15) years of related experience in planning and coordinating major business events such as receptions, banquets, inaugurations/launches, etc. Experience in the Middle East and GCC region highly desirable.</p>

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	<p>Other: Excellent planning and organizational skills. Excellent understanding of local market's business protocol, dignitaries and officials, venues and service providers. Sensitive to cultural differences as well as international business norms and protocol. Broad knowledge of current events.</p>
Statistician/Pollster	<p>Education: Bachelor's degree. Experience: Seven (7) years of related experience.</p>
Logistics Facilitator	<p>Education: Bachelor's degree. Experience: Seven (7) years of related experience in facilitating logistics such as transportation, security, customs, and financial transactions surrounding major business events such as conferences, exhibitions, industry tours, etc. Other: Excellent planning, organizational and documentation skills. Excellent understanding of local market's business protocol and official rules and regulations; good relations with government agencies and service providers. Sensitive to cultural differences as well as international business norms and protocol.</p>
Interpreter/Translator	<p>Education: Bachelor's degree in languages, linguistics or related discipline. Experience: Ten (10) years of related experience in interpreting and translating, preferably in an international business or political environment. Other: Excellent linguistic skills, including simultaneous interpretation and written translation. Sensitive to cultural and linguistic differences as well as international business norms and protocol. Broad knowledge of current events.</p>
Administrative Assistant/Secretary	<p>Education: Bachelor's or associate degree. Experience: Seven (7) years of related experience in administrative assistant/secretarial function. Other: Excellent organizational and interpersonal communication skills. Knowledge of computer applications such as Microsoft Office and the Internet. Sensitive to cultural and linguistic differences as well as international business norms and protocol. Multilingual desirable.</p>
Senior Trainer	<p>Education: Bachelor's degree in Education, Public Relations, Communications, Journalism, or related discipline. Experience: Ten (10) years experience in corporate, executive or senior management training. Other: Ability to instruct members of senior</p>

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	management, company spokespeople, subject-matter experts, etc. in order to handle speeches, interviews, press conferences, and other media appearances. Well-versed in theories and practice of communicating ideas and information, as well as proper comportment and etiquette in public appearances and media situations.
Web Site Developer	Education: Bachelor's degree. Experience: Five (5) years of related experience.
Web Site Designer	Education: Bachelor's degree. Experience: Five (5) years of related experience.
Web Site Editor/Copy Writer	Education: Bachelor degree Experience: Five (5) years in related experience.
Web Team Leader and Project Manager	Education: Bachelor's degree Experience: Ten (10) years experience in Web program development.
Junior Event Planner/Coordinator	Education: Bachelor's degree. Experience: Three (3) years of related experience.
Junior Media Relations Specialist	Education: Bachelor's degree. Experience: Two (2) years of related experience.
Junior Public Relations Specialist	Education: Bachelor's degree. Experience: One (1) year of related experience.
Brand Strategist	Education: Bachelor's degree. Experience: Five (5) years of related experience.

END OF ATTACHMENT III TO SCHEDULE "B"

SCHEDULE "C"

CONTRACT PRICE AND PAYMENT PROVISIONS

1. CONTRACT PRICE

- 1.1. As full and complete compensation for CONTRACTOR's performance of the WORK and all of CONTRACTOR's obligations hereunder in accordance with the terms and conditions of this Contract, COMPANY shall pay CONTRACTOR a Contract Price consisting of;
 - 1.1.1. the Time, and Work and Equipment Unit Rates if any, as set forth in Attachment I for any Release POs issued pursuant to this Contract;
 - 1.1.2. Any such other non-labor charges and expenses as may be specified by an issued work order; and
 - 1.1.3. Business Travel Expenses as follows:
 - 1.1.3.1. ASC shall provide CONTRACTOR personnel with round trip air fare (economy class in North America, business class for overseas travel) using the most direct route from the individual's Point of Origin to the designated place of performance, or, with prior ASC approval, ASC shall reimburse travel by personal automobile at the rate then paid by ASC to its employees for business use of their personal automobile. The costs of mileage plus lodging and meal expenses en route shall be reimbursed up to, but not exceeding, the cost of air travel, as determined above. All such travel shall be for performance of services outside the individual's Point of Origin. ASC may, at its option, schedule and purchase air travel tickets for CONTRACTOR personnel.
 - 1.1.3.2. When CONTRACTOR personnel undertake business assignments at the direction of ASC, away from the designated place of performance -CONTRACTOR will be reimbursed for actual, reasonable and verifiable expenses incurred by such CONTRACTOR personnel.
 - 1.1.3.3. Any such other expenses related to incidental visits to Saudi Arabia as are specifically set forth in Schedule D, Special Terms and Conditions for Schedule D, Incidental Visits to Saudi Arabia.

1.1.3.4. For the purpose of any reimbursement of travel expenses connected with travel authorized in an issued Work Order, CONTRACTOR's employee's permanent residence ("Point of Origin") must be specified in the Work Order. If there are differing Points of Origin and Return, they must be agreed and specified in the Work Order.

1.2. In no event shall compensation under this Contract for each work assignment exceed the sum stated in each Work Order (a Not to Exceed Work Order Amount) except by issuance of a revision to that Work Order.

1.3. The Contract Price constitutes the entire compensation due CONTRACTOR for the WORK and all of CONTRACTOR's obligations hereunder regardless of difficulty, hours worked, or materials or equipment required. The Contract Price includes, but is not limited to, compensation for all applicable taxes, fees, overheads, profit, mobilization and demobilization, catering and accommodation, and all other direct and indirect costs incurred, or to be incurred, by CONTRACTOR hereunder.

1.4. The Contract Price and Unit Rates in Attachment I are firm for the duration of the Contract and are not subject to escalation other than what is specifically provided for in the Contract. No adjustments in the Contract Price or unit rates in Attachment I shall be made as a result of changes in the relative values of any currencies.

1.5. The Contract Price and rates in Attachment I shall only be adjusted by an Amendment.

2. TIME REPORTING

NO less than bi-weekly, CONTRACTOR shall submit to the Company Representative for his review, time sheets in duplicate recording the number of scheduled work days worked during the preceding period for which CONTRACTOR is seeking compensation at time unit rates. Company Representative's signature on the time sheets shall only certify the time periods involved, and shall not constitute approval of any request for compensation.

3. INVOICING AND PAYMENT

- 3.1 On or before the tenth day of each Gregorian month during the performance of the WORK, CONTRACTOR shall invoice COMPANY for WORK completed during the preceding month and not included on previous invoices.
- 3.2 Invoices shall be accompanied by copies of all approved Release POs for which CONTRACTOR is seeking payment in full or in part. Each invoice shall specify and explain the categories and quantities of WORK performed for which CONTRACTOR is seeking payment at Unit Rates herein.
- 3.3 All invoices submitted by CONTRACTOR should state in both words and numbers the net amounts payable.
- 3.4 CONTRACTOR shall invoice COMPANY in the currency set forth in Attachment I to this Schedule "C" and shall be paid in such currency or, at CONTRACTOR's request and subject to COMPANY's approval, in the U.S. Dollar equivalent of such currency. The rate of exchange used to convert such currency to U.S. Dollar will be the COMPANY rate prevailing on the date each invoice is processed for payment by COMPANY
- 3.5 CONTRACTOR's invoice shall be submitted in quadruplicate to:

**Aramco Overseas COMPANY BV
c/o Manager, Operations Accounting Department
P. O. Box 5000
Dhahran, 31311
Saudi Arabia**

Or such other addressee and location as COMPANY may direct in writing.

- 3.6 All payments to CONTRACTOR shall be made by electronic transfer to a bank account identified on the invoice cover page..

4. UNIT RATES

- 4.1 The Time Unit Rates set forth in Attachment I to this Schedule "C" constitute all-inclusive payment to CONTRACTOR per hour worked by CONTRACTOR's personnel. Time Unit Rates shall apply any day of the week, and shall only apply to actual hours worked which shall be assessed to the nearest hour.
- 4.2 The Time and Work Unit Rates set forth in Attachment I to this Schedule "C" comprise all costs including but not limited to mobilization/demobilization, site overheads, camp and

catering/maintenance costs, all direct labor costs, vacation pay, holiday pay, seventh day pay, payroll insurance, sick pay, completion and retirement bonuses, transportation, overtime, travel time, subsistence, living allowances, safety costs, small tools, consumables, and all burdens and overheads as well as profit.

5. COMPANY's AUDIT RIGHTS

CONTRACTOR and its affiliated companies shall maintain books, records, correspondence, instructions, plans, drawings, receipts, vouchers, memoranda and other evidence (the foregoing constitute "records" for the purpose of this Paragraph), according to such accounting procedures and practices as are satisfactory to COMPANY, sufficient to accurately and properly reflect costs incurred by CONTRACTOR and invoiced to COMPANY under this Contract and the disposition of any material, tools or equipment provided by COMPANY to CONTRACTOR. COMPANY, or any firm of auditors appointed by COMPANY, shall have access, at all reasonable times, to all such records for the purpose of auditing and verifying costs or for any other reasonable purpose, and shall have the right to reproduce any such records. CONTRACTOR shall preserve and make available, and shall cause its affiliated companies to preserve and make available, all such records for a period of two (2) years after termination of this Contract; provided, however, that if any such records are or may be required to resolve any claim or arbitration pursuant to this Contract, the period of retention and the rights of access and examination described in this Paragraph shall continue until final disposition of such claim or arbitration. No audits shall be conducted by auditors who are compensated, in whole or in part, on a contingency basis.

END OF SCHEDULE "C"



SCHEDULE C
ATTACHMENT I

PART 1. JOB TITLE DESCRIPTION, QUALIFICATIONS, and RATES

Job Title/Description	Minimum Requirements	Home office hourly	OOK Office hourly	KSA Daily
Senior Public Relations Counselor	<p>Education: Bachelor's degree in Communications, Media Relations, or related discipline.</p> <p>Experience: Twenty (20) years of related experience in public relations, mass communications, advertising, etc.</p> <p>Other: Ability to develop appropriate corporate communications strategies in the short, medium and long terms. World-class skills in coordinating and organizing PR related activities. Ability to prepare and present concise reports and presentations. Should be able to confidently meet and discuss issues with senior levels of management.</p>	<p>\$525 U.S.</p> <p>\$800 Europe</p> <p>\$475 Asia</p> <p>\$525 KSA</p>	<p>\$525 U.S.</p> <p>\$800 Europe</p> <p>\$475 Asia</p> <p>\$525 KSA</p>	<p>\$525 U.S.</p> <p>\$800 Europe</p> <p>\$475 Asia</p> <p>\$525 KSA</p>
Public Relations Counselor/Coordinator	<p>Education: Bachelor's degree in Communications, Media Relations, or related discipline.</p> <p>Experience: Twelve (12) years of related experience in international public relations, mass communications, advertising, etc.</p> <p>Other: First class skills in coordinating and organizing PR related activities. Excellent organizational and interpersonal communication skills. Ability to prepare and present concise reports, proposals and presentations. Should be able to</p>	<p>\$400 U.S.</p> <p>\$470 Europe</p> <p>\$350 Asia</p> <p>\$400 KSA</p>	<p>\$400 U.S.</p> <p>\$470 Europe</p> <p>\$350 Asia</p> <p>\$400 KSA</p>	<p>\$400 U.S.</p> <p>\$470 Europe</p> <p>\$350 Asia</p> <p>\$400 KSA</p>

	confidently meet and discuss issues with various levels of management. Excellent project management skills required.			
Public Relations Specialist	Education: Bachelor degree Experience: Five (5) years in related experience.	\$260 U.S. \$305 Europe \$230 Asia \$260 KSA	\$260 U.S. \$305 Europe \$230 Asia \$260 KSA	\$260 U.S. \$305 Europe \$230 Asia \$260 KSA
Media Relations Specialist	Education: Bachelor's degree in Communications, Journalism, or related discipline. Experience: Seven (7) years of related experience in corporate communications, primarily in the field of media relations work. Previous experience in the international petroleum industry desirable. Other: Ability to compile and communicate information quickly, and to appreciate the value of various news stories. Ability to positively manage relationships with the media. Ability to mentor others.	\$345 U.S. \$375 Europe \$320 Asia \$345 KSA	\$345 U.S. \$375 Europe \$320 Asia \$345 KSA	\$345 U.S. \$375 Europe \$320 Asia \$345 KSA
Crisis Communications Specialist	Education: Bachelor's degree in Communications, Journalism, or related discipline. Experience: Ten (10) years of related experience in corporate communications, journalism, etc., with experience in handling crisis communications. Previous experience handling crisis communications in the petroleum industry desirable. Other: Ability to develop and activate crisis communications systems and programs. Ability to handle both operational details and strategic communications issues.	\$400 U.S. \$470 Europe \$350 Asia \$400 KSA	\$400 U.S. \$470 Europe \$350 Asia \$400 KSA	\$400 U.S. \$470 Europe \$350 Asia \$400 KSA
Crisis - Media Trainer	Education: Bachelor's degree in Communications,	\$400 U.S.	\$400 U.S.	\$400 U.S.

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	<p>Journalism, or related discipline. Experience: Ten (10) years of related experience in corporate communications, primarily in the field of executive communications and media activities. Five (5) years as a Trainer. Other: Ability to instruct members of senior management, company spokespeople, subject-matter experts, etc. in order to handle speeches, interviews, press conferences, and other media appearances. Well-versed in theories and practice of communicating ideas and information, as well as proper comportment and etiquette in public appearances and media situations.</p>	<p>\$470 Europe</p> <p>\$350 Asia</p> <p>\$400 KSA</p>	<p>\$470 Europe</p> <p>\$350 Asia</p> <p>\$400 KSA</p>	<p>\$470 Europe</p> <p>\$350 Asia</p> <p>\$400 KSA</p>
Speechwriter	<p>Education: Bachelor's degree in Communications, Journalism, or related discipline. Experience: Fifteen (15) years of related experience in corporate communications, primarily in the field of writing and executive communications. Previous experience writing speeches for leading international companies and executives in the petroleum industry desirable. Other: Excellent writing skills, and an ability to analyze large volumes of information and extract key points and messages. Ability to work under tight deadlines closely with members of senior management. Ability to think strategically in terms of messaging. Sensitive to cultural differences as well as international business norms. Broad knowledge of current events.</p>	<p>\$400 U.S.</p> <p>\$470 Europe</p> <p>\$350 Asia</p> <p>\$400 KSA</p>	<p>\$400 U.S.</p> <p>\$470 Europe</p> <p>\$350 Asia</p> <p>\$400 KSA</p>	<p>\$400 U.S.</p> <p>\$470 Europe</p> <p>\$350 Asia</p> <p>\$400 KSA</p>
Copywriter	<p>Education: Bachelor's degree in Communications, Media Production, Advertising, or related discipline. Experience: Seven (7) years of related experience in audiovisual production field, primarily in the area of</p>	<p>\$345 U.S.</p> <p>\$375 Europe</p>	<p>\$345 U.S.</p> <p>\$375 Europe</p>	<p>\$345 U.S.</p> <p>\$375 Europe</p>

	<p>corporate communications. Previous experience in industrial field, especially the petroleum industry, desirable.</p> <p>Other: Excellent writing skills, and an ability to analyze large volumes of information and extract key points and messages. Ability to think strategically in terms of messaging. Ability to write crisp, concise copy for print/display advertising and other communications media, including exhibits. Sensitive to cultural differences as well as international business norms.</p>	<p>\$320 Asia</p> <p>\$345 KSA</p>	<p>\$320 Asia</p> <p>\$345 KSA</p>	<p>\$320 Asia</p> <p>\$345 KSA</p>
Scriptwriter	<p>Education: Bachelor's degree in Communications, Media Production, Film, or related discipline.</p> <p>Experience: Seven (7) years of related experience in audiovisual production field, primarily in the area of corporate communications. Previous experience in industrial field, especially the petroleum industry, desirable.</p> <p>Other: Excellent writing skills, and an ability to analyze large volumes of information and extract key points and messages. Ability to handle all stages of script development, from initial ideas and storyboards through to final scripting and polishing. Ability to think strategically in terms of messaging. Sensitive to cultural differences as well as international business norms.</p>	<p>\$345 U.S.</p> <p>\$375 Europe</p> <p>\$320 Asia</p> <p>\$345 KSA</p>	<p>\$345 U.S.</p> <p>\$375 Europe</p> <p>\$320 Asia</p> <p>\$345 KSA</p>	<p>\$345 U.S.</p> <p>\$375 Europe</p> <p>\$320 Asia</p> <p>\$345 KSA</p>
Writer/Editor	<p>Education: Bachelor's degree in Communications, Journalism, or related discipline.</p> <p>Experience: Seven (7) years of related experience in journalism or corporate communications. Previous experience in industrial field, especially the petroleum industry, desirable.</p> <p>Other: Excellent writing skills, and an ability to</p>	<p>\$345 U.S.</p> <p>\$375 Europe</p> <p>\$320 Asia</p>	<p>\$345 U.S.</p> <p>\$375 Europe</p> <p>\$320 Asia</p>	<p>\$345 U.S.</p> <p>\$375 Europe</p> <p>\$320 Asia</p>

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	analyze large volumes of information and extract key points and messages. Ability to think strategically in terms of messaging. Good copyediting skills in addition to writing abilities.	\$345 KSA	\$345 KSA	\$345 KSA
Graphic Designer	<p>Education: Bachelor's degree in Art, Graphic Design, Computer Science, or related discipline.</p> <p>Experience: Seven (7) years of related experience in graphic design. Previous experience in industrial field, especially the petroleum industry, desirable.</p> <p>Other: Excellent graphic design and computer skills. Understanding of corporate identity systems, online graphic design, and print production techniques desirable. Ability to align image selection and design with communication goals.</p>	<p>\$345 U.S.</p> <p>\$375 Europe</p> <p>\$320 Asia</p> <p>\$345 KSA</p>	<p>\$345 U.S.</p> <p>\$375 Europe</p> <p>\$320 Asia</p> <p>\$345 KSA</p>	<p>\$345 U.S.</p> <p>\$375 Europe</p> <p>\$320 Asia</p> <p>\$345 KSA</p>
Print Production Specialist	<p>Education: Bachelor's degree in Art, Graphic Design, or related discipline.</p> <p>Experience: Ten (10) years of related experience in printing, binding, and other areas of production. Experience in the Middle East and GCC regions desirable.</p> <p>Other: Excellent understanding of print production techniques and systems. Excellent quality assurance and proofing skills.</p>	\$250 U.S.	\$250 U.S.	\$250 U.S.
Photographer	<p>Education: Bachelor's degree in Photography, Art, Graphic Design, or related discipline.</p> <p>Experience: Ten (10) years of related experience in photography. Previous experience in industrial field, especially the petroleum industry, desirable.</p> <p>Other: A wide range of styles, from representational to abstract, is desirable. Ability to work in a studio, in the field, and on location. Ability to align photographic images with communication goals.</p>	<p>\$345 U.S.</p> <p>\$375 Europe</p> <p>\$320 Asia</p> <p>\$345 KSA</p>	<p>\$345 U.S.</p> <p>\$375 Europe</p> <p>\$320 Asia</p> <p>\$345 KSA</p>	<p>\$345 U.S.</p> <p>\$375 Europe</p> <p>\$320 Asia</p> <p>\$345 KSA</p>
Photojournalist	Education: Bachelor's degree in Photography,	\$345 U.S.	\$345 U.S.	\$345 U.S.



	<p>Journalism, or related discipline. Experience: Ten (10) years of related experience in photography and journalism. Previous experience in industrial field, especially the petroleum industry, desirable. Other: Excellent writing skills, good interview skills. A wide range of photographic styles, from representational to abstract, is desirable. Ability to work independently. Ability to align photographic images with communication goals, and to analyze large volumes of information and extract key points and messages.</p>	<p>\$375 Europe</p> <p>\$320 Asia</p> <p>\$345 KSA</p>	<p>\$375 Europe</p> <p>\$320 Asia</p> <p>\$345 KSA</p>	<p>\$375 Europe</p> <p>\$320 Asia</p> <p>\$345 KSA</p>
AV Program Director	<p>Education: Bachelor's degree. Experience: Five (5) years of related experience.</p>	<p>\$295 U.S.</p> <p>\$340 Europe</p> <p>\$260 Asia</p> <p>\$295 KSA</p>	<p>\$295 U.S.</p> <p>\$340 Europe</p> <p>\$260 Asia</p> <p>\$295 KSA</p>	<p>\$295 U.S.</p> <p>\$340 Europe</p> <p>\$260 Asia</p> <p>\$295 KSA</p>
Video Cameraman	<p>Education: Bachelor's degree. Experience: Five (5) years of related experience.</p>	<p>\$230 U.S.</p> <p>\$265 Europe</p> <p>\$210 Asia</p> <p>\$230 KSA</p>	<p>\$230 U.S.</p> <p>\$265 Europe</p> <p>\$210 Asia</p> <p>\$230 KSA</p>	<p>\$230 U.S.</p> <p>\$265 Europe</p> <p>\$210 Asia</p> <p>\$230 KSA</p>
Sound Recorder	<p>Education: Bachelor's degree. Experience: Five (5) years of related experience.</p>	<p>\$230 U.S.</p> <p>\$265 Europe</p>	<p>\$230 U.S.</p> <p>\$265 Europe</p>	<p>\$230 U.S.</p> <p>\$265 Europe</p>

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		\$210 Asia	\$210 Asia	\$210 Asia
		\$230 KSA	\$230 KSA	\$230 KSA
Creative Director	Education: Bachelor's degree. Experience: Five (5) years of related experience.	\$345 U.S.	\$345 U.S.	\$345 U.S.
		\$375 Europe	\$375 Europe	\$375 Europe
		\$320 Asia	\$320 Asia	\$320 Asia
		\$345 KSA	\$345 KSA	\$345 KSA
Media Planner	Education: Bachelor's degree. Experience: Five (5) years of related experience.	\$295 U.S.	\$295 U.S.	\$295 U.S.
		\$340 Europe	\$340 Europe	\$340 Europe
		\$260 Asia	\$260 Asia	\$260 Asia
		\$295 KSA	\$295 KSA	\$295 KSA
Event Planner/Coordinator	Education: Bachelor's degree. Experience: Fifteen (15) years of related experience in planning and coordinating major business events such as receptions, banquets, inaugurations/launches, etc. Experience in the Middle East and GCC region highly desirable. Other: Excellent planning and organizational skills. Excellent understanding of local market's business protocol, dignitaries and officials, venues and service providers. Sensitive to cultural differences as well as international business norms and protocol. Broad knowledge of current events.	\$400 U.S.	\$400 U.S.	\$400 U.S.
		\$470 Europe	\$470 Europe	\$470 Europe
		\$350 Asia	\$350 Asia	\$350 Asia
		\$400 KSA	\$400 KSA	\$400 KSA
Statistician/Pollster	Education: Bachelor's degree. Experience: Seven (7) years of related experience.	\$345 U.S.	\$345 U.S.	\$345 U.S.

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		\$375 Europe	\$375 Europe	\$375 Europe
		\$320 Asia	\$320 Asia	\$320 Asia
		\$345 KSA	\$345 KSA	\$345 KSA
Logistics Facilitator	<p>Education: Bachelor's degree.</p> <p>Experience: Seven (7) years of related experience in facilitating logistics such as transportation, security, customs, and financial transactions surrounding major business events such as conferences, exhibitions, industry tours, etc.</p> <p>Other: Excellent planning, organizational and documentation skills. Excellent understanding of local market's business protocol and official rules and regulations; good relations with government agencies and service providers. Sensitive to cultural differences as well as international business norms and protocol.</p>	\$295 U.S.	\$295 U.S.	\$295 U.S.
		\$340 Europe	\$340 Europe	\$340 Europe
		\$260 Asia	\$260 Asia	\$260 Asia
		\$295 KSA	\$295 KSA	\$295 KSA
Interpreter/Translator	<p>Education: Bachelor's degree in languages, linguistics or related discipline.</p> <p>Experience: Ten (10) years of related experience in interpreting and translating, preferably in an international business or political environment.</p> <p>Other: Excellent linguistic skills, including simultaneous interpretation and written translation. Sensitive to cultural and linguistic differences as well as international business norms and protocol. Broad knowledge of current events.</p>	\$345 U.S.	\$345 U.S.	\$345 U.S.
		\$375 Europe	\$375 Europe	\$375 Europe
		\$320 Asia	\$320 Asia	\$320 Asia
		\$345 KSA	\$345 KSA	\$345 KSA
Administrative Assistant/Secretary	<p>Education: Bachelor's or associate degree.</p> <p>Experience: Seven (7) years of related experience in administrative assistant/secretarial function.</p> <p>Other: Excellent organizational and interpersonal</p>	\$75 U.S.	\$75 U.S.	\$75 U.S.
		\$115 Europe	\$115 Europe	\$115 Europe



	communication skills. Knowledge of computer applications such as Microsoft Office and the Internet. Sensitive to cultural and linguistic differences as well as international business norms and protocol. Multilingual desirable.	\$55 Asia \$75 KSA	\$55 Asia \$75 KSA	\$55 Asia \$75 KSA
Senior Trainer	Education: Bachelor's degree in Education, Public Relations, Communications, Journalism, or related discipline. Experience: Ten (10) years experience in corporate, executive or senior management training. Other: Ability to instruct members of senior management, company spokespeople, subject-matter experts, etc. in order to handle speeches, interviews, press conferences, and other media appearances. Well-versed in theories and practice of communicating ideas and information, as well as proper comportment and etiquette in public appearances and media situations.	\$400 U.S. \$470 Europe \$350 Asia \$400 KSA	\$400 U.S. \$470 Europe \$350 Asia \$400 KSA	\$400 U.S. \$470 Europe \$350 Asia \$400 KSA
Web Site Developer	Education: Bachelor's degree. Experience: Five (5) years of related experience.	\$230 U.S. \$265 Europe \$210 Asia \$230 KSA	\$230 U.S. \$265 Europe \$210 Asia \$230 KSA	\$230 U.S. \$265 Europe \$210 Asia \$230 KSA
Web Site Designer	Education: Bachelor's degree. Experience: Five (5) years of related experience.	\$295 U.S. \$340 Europe \$260 Asia	\$295 U.S. \$340 Europe \$260 Asia	\$295 U.S. \$340 Europe \$260 Asia

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Web Site Editor/Copy Writer	Education: Bachelor degree Experience: Five (5) years in related experience.	\$295 KSA \$260 U.S. \$305 Europe \$230 Asia \$260 KSA	\$295 KSA \$260 U.S. \$305 Europe \$230 Asia \$260 KSA	\$295 KSA \$260 U.S. \$305 Europe \$230 Asia \$260 KSA
Web Team Leader and Project Manager	Education: Bachelor's degree Experience: Ten (10) years experience in Web program development.	\$400 U.S. \$470 Europe \$350 Asia \$400 KSA	\$400 U.S. \$470 Europe \$350 Asia \$400 KSA	\$400 U.S. \$470 Europe \$350 Asia \$400 KSA
Junior Event Planner/Coordinator	Education: Bachelor's degree. Experience: Three (3) years of related experience.	\$210 U.S. \$230 Europe \$190 Asia \$210 KSA	\$210 U.S. \$230 Europe \$190 Asia \$210 KSA	\$210 U.S. \$230 Europe \$190 Asia \$210 KSA
Junior Media Relations Specialist	Education: Bachelor's degree. Experience: Two (2) years of related experience.	\$195 U.S. \$190 Europe \$110 Asia \$195 KSA	\$195 U.S. \$190 Europe \$110 Asia \$195 KSA	\$195 U.S. \$190 Europe \$110 Asia \$195 KSA



Junior Public Relations Specialist	Education: Bachelor's degree. Experience: One (1) year of related experience.	\$75 U.S.	\$75 U.S.	\$75 U.S.
		\$115 Europe	\$115 Europe	\$115 Europe
		\$55 Asia	\$55 Asia	\$55 Asia
		\$75 KSA	\$75 KSA	\$75 KSA
		\$220 U.S.	\$220 U.S.	\$220 U.S.
Brand Strategist	Education: Bachelor's degree. Experience: Five (5) years of related experience.			

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SCHEDULE "D"

ATTACHMENT I

PREPARATORY OR AUXILIARY SERVICES PERFORMED IN SAUDI ARABIA

1. Whenever required for successful performance of the WORK hereunder, CONTRACTOR shall send its employees or the employees of its subcontractors ("CONTRACTOR's employees") to Saudi Arabia for necessary liaison with SAUDI ARAMCO and any other field activities that are preparatory or auxiliary to the WORK hereunder. Such preparatory or auxiliary services cumulatively shall not exceed (1) 25% of the total value of all services performed under the contract; and (2) in no event shall the preparatory or auxiliary services performed in Kingdom exceed \$250,000 in value. Such preparatory or auxiliary services shall be undertaken only with the prior written authorization of COMPANY. These preparatory or auxiliary services performed in Saudi Arabia shall be subject to additional terms as set forth below:
 - 1.1 No compensation in addition to that explicitly stated in Schedule "C" hereof shall be earned or paid to CONTRACTOR for preparatory or auxiliary services performed by CONTRACTOR's employees in Saudi Arabia.
 - 1.2 In the event COMPANY or SAUDI ARAMCO is compelled by any Government authority in Saudi Arabia to pay any sum of money in satisfaction of any debt or obligation in Saudi Arabia of CONTRACTOR or CONTRACTOR's employees as a result of the performance of the WORK hereunder, CONTRACTOR shall reimburse COMPANY upon receipt of (1) its invoice of the amounts paid, and (2) evidence of the Government action which required the making of such payment.
 - 1.3 While performing any preparatory or auxiliary services in Saudi Arabia, CONTRACTOR's employees shall observe all applicable SAUDI ARAMCO safety and personnel rules and regulations. In addition, CONTRACTOR's employees shall strictly observe Saudi Arab Government rules concerning photography. Neither CONTRACTOR nor its employees shall publish or release any photographs taken in Saudi Arabia, unless they are first submitted to COMPANY for its approval.
 - 1.4 The Work shall be in accordance with SAUDI ARAMCO's normal work schedule, which is Saturday through Wednesday, 7:00 a.m. to 4:00 p.m., unless stated otherwise.



(Note: For longer-range tax planning, Company reserves the right to cap such above compensation and require further IK services to be performed under separate / parallel contracts directly with Saudi Aramco)

2. DEPARTURE PROCESSING

2.1. CONTRACTOR shall be responsible for obtaining all passports, medical examinations, inoculations and permits necessary for him, and any dependents authorized by COMPANY to gain entrance into and exit from Saudi Arabia in connection with this Contract. CONTRACTOR shall obtain his own visa and permits necessary to enter Saudi Arabia. COMPANY shall reimburse CONTRACTOR for the actual cost of the above-mentioned items obtained, but not for incidental expenses connected therewith, including any lost job time. In connection with the services performed under this Contract by CONTRACTOR: (a) neither CONTRACTOR nor COMPANY shall make any inquiry, written or oral, direct or indirect, which is intended to ascertain any such employee's age, race, color, creed, religion, sex, nationality, national origin or ancestry; and (b) neither CONTRACTOR nor COMPANY shall discriminate or take what could be construed as discriminatory action on the part of COMPANY against CONTRACTOR or its employees on the basis of any of the foregoing criteria.

3. TRAVEL

3.1. CONTRACTOR shall be provided by COMPANY with Business-class tickets for air transportation on intercontinental flights and with Y-class tickets for air transportation on connecting domestic flights for all air travel required under this contract. CONTRACTOR shall be reimbursed for all properly supported and reasonable, actual associated travel expenses actually incurred in connection with such travel, other than airplane tickets. Travel shall be deemed to include travel from the CONTRACTOR point of origin direct to Dhahran, Saudi Arabia and return travel direct to CONTRACTOR's point of origin. If CONTRACTOR deviates from the COMPANY-designated route, except for reasons beyond his control, CONTRACTOR shall be reimbursed only for travel expenses, other than air transportation, which would have been incurred, had he traveled by the COMPANY-designated route. COMPANY reserves the right to determine the route and means of travel CONTRACTOR shall use for all transportation COMPANY may request.

4. TRAVEL TIME

- 4.1. CONTRACTOR shall be compensated for travel time to and from Saudi Arabia for actual hours incurred, up to a maximum of sixteen (16) hours per one-way from point of origin in North America, (eight (8) hours in Europe) to final destination in Saudi Arabia.

5. LOCAL TRANSPORTATION

- 5.1. Local transportation required by CONTRACTOR in Saudi Arabia in connection with the services to be performed under this Contract shall be supplied free of charge by COMPANY in conformity with its then current policy relating to that subject. All other local transportation engaged by CONTRACTOR shall be for CONTRACTOR's own account.

6. HOUSING

- 6.1. CONTRACTOR shall be housed free of charge in accommodations provided by COMPANY. The accommodations provided may be in or outside SAUDI ARAMCO communities and may be either SAUDI ARAMCO or non- SAUDI ARAMCO owned facilities. If CONTRACTOR is assigned housing in a COMPANY family community, CONTRACTOR shall be eligible to use the facilities on the same basis as SAUDI ARAMCO employees. If he is assigned housing outside a SAUDI ARAMCO family community, he shall be eligible to use the facilities in the community on the same basis as regular, full time employees of SAUDI ARAMCO and authorized dependents of those employees.

7. ALTERNATE ACCOMMODATIONS

If SAUDI ARAMCO -provided living accommodations are not available on the basis set forth in Paragraph 7 of this Attachment, COMPANY may authorize and reimburse hotel accommodations.

8. MEALS & INCIDENTALS

- 8.1. CONTRACTOR shall be reimbursed up to of SR 150 (US \$40) per day to cover all meals, laundry and all other incidentals not specifically addressed elsewhere.
- 8.2. CONTRACTOR shall provide original receipts for individual expenditures of SR 94 (US \$25), or greater.

9. MEDICAL CARE

- 9.1. Out-patient medical care shall be available at COMPANY designated medical facilities. Emergency treatment shall be available at COMPANY operated medical facilities. In-patient care shall be available at COMPANY designated medical facilities. Dental and Optical care shall be provided in COMPANY medical facilities on an emergency basis only.
- 9.2. All care provided to CONTRACTORS' employees as described in Paragraph 9.1 of this Attachment shall be charged for at same rates as charged to full time COMPANY employees and the authorized dependents of those employees.

10. CUSTOMS DUTIES

- 10.1. Customs duties or charges of any country or governmental authority assessed against the property of CONTRACTOR shall be for CONTRACTOR's own account, except that COMPANY shall pay any such customs duties or charges assessed against property which COMPANY considers necessary in connection with CONTRACTOR's stay or work in Saudi Arabia. In the event COMPANY or COMPANY is compelled by any governmental authority in Saudi Arabia to pay any sum of money in satisfaction of any debt or obligation in Saudi Arabia of CONTRACTOR, CONTRACTOR shall reimburse COMPANY or COMPANY, as appropriate, upon receipt of COMPANY billing and evidence of the governmental order which required the making of such payment.
- 10.2. In the event customs duties or charges for the account of CONTRACTOR hereunder (and not falling within the exception stated above) or any sums of money in satisfaction of any debt or obligation are paid by COMPANY or by COMPANY, COMPANY reserves the right to deduct the amount of such payments from the amount of COMPANY payments to CONTRACTOR hereunder or under any other contract COMPANY may have with CONTRACTOR from time to time, or alternatively, to bill CONTRACTOR for such payments and, in this latter event, CONTRACTOR agrees to pay COMPANY this amount.

11. SAFETY

- 11.1. During any business trip, CONTRACTOR shall comply with all applicable COMPANY safety and personnel rules and regulations, including, but not limited to, those set forth in the COMPANY handout entitled "Loss Prevention Information for Consultants" which is made a part hereof.

12. COMPLIANCE WITH COMPANY POLICIES

12.1. While present in Saudi Arabia, CONTRACTOR shall abide by the Government Relations and Public Relations policies established from time to time by SAUDI ARAMCO as such policies apply to persons sponsored within Saudi Arabia by SAUDI ARAMCO. In addition, CONTRACTOR shall strictly observe Saudi Arab Government rules which prohibit photography without written approval from the competent authorities. Should CONTRACTOR desire to publish or release any publicity, public relations materials of any kind, or any photographs taken in Saudi Arabia, CONTRACTOR shall first submit such items to SAUDI ARAMCO for review. CONTRACTOR shall not publish or release any such items without SAUDI ARAMCO's prior written approval, which approval may be withheld in SAUDI ARAMCO's absolute discretion without giving any reason therefore.

13. MOTOR VEHICLE INDEMNITY

13.1. COMPANY shall defend, indemnify and hold CONTRACTOR harmless from any and all claims, losses, expenses or damages arising from or related to the injury to or death of any person and the damage to or loss of any property arising from CONTRACTOR's operation of any motor vehicle assigned to him by COMPANY, other than claims, losses, expenses or damages arising out of CONTRACTOR's willful acts or omissions or gross negligence.

14. CURRENCY CONVERSION

14.1. Should foreign currency expenses be incurred by CONTRACTOR for which U.S. dollar reimbursement is required under the terms of this Contract, this reimbursement shall be calculated using the COMPANY exchange rate in effect at the time the expense was incurred.

END OF ATTACHMENT I TO SCHEDULE "D"

SCHEDULE "E"

SETTLEMENT OF DISPUTES, ARBITRATION AND CHOICE OF LAW

1. Choice of Law

It is agreed by the parties hereto for themselves and all persons claiming under or through them that, regardless of where this Contract shall be entered into or performed, the governing law of this Contract, including the arbitration clause, and of any further agreements which may result from this Contract, shall be the substantive law of England.

2. Arbitration

Any dispute or difference between the parties hereto arising out of or in connection with this Contract or any further agreements which may result from it, which is not settled by agreement between the said parties, shall be referred to arbitration in London, England. Such arbitration shall be carried out under the English Arbitration Act 1996 (the "Act") or any statutory modification or re-enactment thereof then in force. The language of the arbitration shall be English.

3. Arbitration by One or Three Arbitrators

If the parties agree that the dispute shall be settled by a sole arbitrator but cannot agree upon the identity of the arbitrator within twenty eight (28) days from the date on which written notice of referral to arbitration by one party is received by the other party (the "Notice Date"), the sole arbitrator shall be appointed by the London Court of International Arbitration ("LCIA"). If the parties do not agree within fourteen (14) days from the Notice Date that there shall be a sole arbitrator, or agree at any time that there shall be three arbitrators, then the arbitral tribunal shall consist of three arbitrators appointed in accordance with the Act, provided, however, that in the event the two arbitrators fail to agree on a chairman within twenty eight (28) days of the appointment of the second arbitrator, the chairman shall be appointed by the LCIA.

4. Failure to Appoint Arbitrator

If the arbitral tribunal consists of three arbitrators and a party fails to appoint an arbitrator within fourteen (14) days from the date on which it is determined through the operation of Paragraph 3 hereof that there shall be three arbitrators, the provisions of Section 7 of the Act shall apply.

5. Arbitrator Replacement

If an arbitrator neglects or refuses to act or is or becomes incapable of acting or dies, a replacement for him shall be selected in accordance with the same procedures under which he was selected, such procedures to commence upon the serving of written notice by either party upon the other. In the event of a dispute regarding the existence of a condition justifying replacement of an arbitrator, the dispute shall be resolved by reference to the English courts.

etc

6. Failure to Appear

In the event a party shall fail to appear or to participate in any arbitral proceedings instituted as hereinabove described, the proceedings shall be conducted without such party to conclusion and award. This is without prejudice to any other default powers under Section 41 of the Act.

7. Evidence

The arbitrators shall not exclude evidence which they consider relevant or material to the issues presented on the grounds that such evidence might not be admissible under the rules of evidence applicable in court proceedings.

8. Award

An award, other than a provisional award under Paragraph 9 hereof, shall be final and binding as of the date the award is made upon the parties and on any other persons claiming through or under them. The parties hereby agree to carry out the award without delay and waive their right to any form of appeal or recourse to a court of law or other judicial authority, insofar as such waiver may be validly made.

9. Powers of the Arbitral Tribunal

The parties hereto agree that the arbitral tribunal shall have the power to order on a provisional basis any relief which it would have power to grant in a final award. The parties hereby agree that the arbitral tribunal shall not have the power to direct that any costs be limited to a specified amount.

10. Jurisdiction

The parties hereto agree to submit to the exclusive jurisdiction of the English Courts, insofar as they have jurisdiction under the Act, with respect to all matters arising out of or in connection with this Contract, including the implementation or operation of the provisions for arbitration set out herein; provided, however, that the parties hereby agree that there shall be no recourse to the courts under Sections 45 and 69 of the Act.

11. Notices

Notwithstanding any other provision of this Contract, any notice required to be given under this clause by either party may be served personally or sent by pre-paid post, or by facsimile or telex to the other party at the address on Page II of this Contract, or any duly notified revision of this address. Any notice so given by letter shall be deemed to have been received ten (10) days after the same shall have been posted and any facsimile or telex shall be deemed to have been received twenty-four (24) hours after it shall have been dispatched and in proving such posting or dispatch, it shall be sufficient to prove that the letter, facsimile, or telex containing the notice was properly addressed and, as the case may be, put into the post as a pre-paid letter or otherwise dispatched; provided, however, that any revision of the address of Page II of this Contract shall be valid only upon proof of receipt of said revision by the other party.

12. Enforcement

Nothing in the foregoing shall limit the right of either party to seek the enforcement in any other country of any English court judgment or arbitration award which such party might secure in accordance with the provisions for arbitration stated herein.

13. Severability

Should any provisions of this Contract or any further agreements which may result from it be invalid by force of law, such invalidity shall not affect the validity of the foregoing provisions in this Schedule "E". The parties hereby agree that Section 7 of the Act remains applicable. *zbc*

END OF SCHEDULE "E"

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