

Request For Proposal

[RFP-0203]

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I. Preface:

This RFP has been floated by the Expo 2030 Riyadh Company (ERC) to a certain number of service providers (hereafter referred to as "Vendor"), for seeking proposals with regards the subject project. It is required that the Vendor's proposals address all the requirements as stated in this RFP.

II. Overview of the Expo 2030 Riyadh Company (ERC)

Expo 2030 Riyadh is a global event that will bring together nations, cultures, and minds to address the pressing challenges of our time. This extraordinary exposition will serve as a catalyst for innovation, collaboration, and sustainable development.

The Project will transform a visionary concept of urban development into reality. Riyadh site at the heart of the Kingdom of Saudi Arabia, which in turn serves as the logical nexus for intercontinental connectivity. The selection of the Expo site reflects this convenient positioning, with a location that maximizes accessibility while catalyzing future urban development. The Project forms an integral part of Saudi Vision 2030.

III. Instructions to Tenderers

Tender Documents

The Tender Documents are transmitted to the Vendor solely for the purpose of the Vendor to prepare and submit a Tender in accordance with the requirements described in these documents. The Vendor shall maintain confidentiality throughout and shall not release to any third party anything other than to enable a potential Sub-Vendor to prepare and submit to the Vendor a quotation for part of the Works and on condition that such a Sub-Vendor shall also keep confidential any such items. The obligations of the Vendor (and potential Sub-Vendor) under this paragraph shall continue notwithstanding the expiration or termination of this or any other agreement subsequently between the Vendor and ERC .

Intent to Tender

The Vendor shall advise ERC by e-mail at Cotender@erc.sa & r.abid@project.erc.sa of its intent to submit a Tender in accordance with the date detailed in the timeline table.

Tender Addendum(s)

ERC may issue an addendum at any time containing a variation, addition, deletion, clarification and/or rectification to the Tender Document. Any addendum issued by ERC shall form part of the Tender and shall be valid and binding on all Vendors. Each Vendor must acknowledge by return the receipt of each addendum by e-mail to ERC at Cotender@erc.sa & r.abid@project.erc.sa

Alternative Proposals

In addition to submitting a Tender which complies with the requirements of the Tender Documents, Vendors may also prepare and submit an Alternative Commercial Proposal if the Vendor believes it will offer ERC better value and/or lower risk.

If the Vendor decides to submit an Alternative Commercial Proposal, the Vendor must provide all details and

substantiation to demonstrate how the alternative offer deviates from a compliant tender.

The Vendor is not obligated to prepare and submit an Alternative Tender.

Tender Queries

Should the Vendor require clarification in respect of any part of the Tender Documents or of any addendum, the Vendor is entitled to raise Tender Queries by issuing them via e-mail to ERC at Cotender@erc.sa & r.abid@project.erc.sa using the Tender Queries Template provided in the Appendices. deadline for raising Tender Queries is detailed in timeline table.

Tender Queries raised by any Vendor will be shared with all Vendors to ensure transparency. The only exception to this is if a query is commercially sensitive to a particular Vendor; in which case only the Vendor in question will receive a response.

No clarification, explanation, interpretation, or rectification shall be binding or have any legal validity whatsoever unless the same is made in writing by ERC .

Submissions

All proposal documents will be submitted to ERC electronically **ONLY** to Cotender@erc.sa Each Vendor shall prepare two emails on or before the Submission deadline as follows:

Email 1: "ERC-RFP-0203" - "Brand Localization Strategy" - TECHNICAL- [VENDOR NAME]

Email 2: "ERC-RFP-0203" - "Brand Localization Strategy" - [VENDOR NAME]

Once delivered to ERC, no Vendor may add to, amend, or withdraw their proposal documents without the written consent of ERC.

Terms & Conditions of Tender

1. Each Vendor is required to review the Terms & Conditions shared with these Tender Documents and confirm, in its proposal, that it agrees to execute the Terms & Conditions in the form shared with this RFP. Such confirmation will form part of the evaluation of each proposal. Failure to provide such confirmation may render a proposal incompliant with this RFP. ERC discourages modifications to the Contract. Generic and sort- hand explanations such as "inconsistent with our policies" and similar explanations are not acceptable.
2. This RFP is not an offer by ERC but an invitation for the Vendor to bid. No contractual obligation whatsoever shall arise from the RFP process unless and until a final contract is duly signed by the authorized representatives of ERC and the Vendor.
3. ERC shall not be bound to accept the lowest or any Tender it may receive and shall not be bound to give any reasons for non-acceptance of any such Tender.
4. If the Vendors wishes to include any partners or sub-Vendors, or enter into any joint venture partnerships or consortiums, the Vendor is expected to provide all relevant documents as per the Technical Proposal requirements. Any additional parties are also expected to sign a non-disclosure undertaking.

5. Any Tender submitted that is not in accordance with these Instructions to Tenderers may be rejected at ERC's discretion.
6. Any Tender may be accepted during the period of its validity by dispatch to the Vendor of a notice in writing from ERC of such acceptance.
7. Notice of Awards will be sent via email via Cotender@erc.sa Any Award Notice communicated by other departments is deemed void.
8. ERC shall not be responsible for or be liable to pay or reimburse any Vendor for, any costs incurred in connection with the evaluation of the Tender Documents, the preparation or delivery of its Tender or any subsequent attendance at post-Tender meetings in ERC's offices or elsewhere.
9. Proposals shall include straightforward and concise description of the vendor's ability to meet the Employer requirements. Emphasis should be on completeness, accuracy and consistency of contents.

Saudi employee's percentage requirement (Applicable for Consulting Projects - Saudi Based Companies Only)

1. Saudi consultants who participate in consulting projects must be not less than 26% of the project team.
2. If the percentage less than 26% in the technical proposal, then it incompatible with the terms and conditions of the tender and the proposal will be excluded.
3. Vendor who acknowledged the participation in the project should include the CVs for the Saudi team that meet with the minimum weight of 26% out of the total project team. CVs to be included in the technical proposal.
4. Consultants will be disqualified if they do not provide the list of the CVs for the Saudi team in the technical proposal

RISK Requirements (If Applicable for Information Technology Related)

Expectations out of the RFP (If Applicable for Information Technology Related)

The bidder should make sure that they provide an adequate response supported by documents to the following areas within their proposal

Business Resilience Requirements (If Applicable for Information Technology Related)

1. Does the bidder have a written policy and program in place for business continuity and disaster recovery?
2. How often does the bidder test its business continuity and disaster recovery plans to ensure effectiveness?
3. Are there aspects of services that would be excluded or delayed in your recovery plans that would impact ERC? If yes, please explain.
4. Did your most recent business continuity and disaster recovery test meet its stated objectives?
5. Provide details on application backup & disaster recovery (DR) plan and what high availability architectures are supported?
6. Does the solution include provisioning of documented backup & restoration and DR failover & back to normal procedures after implementation?
7. Provide details on what load balancing and failover features are available?
8. What redundancy features are supported for data replication to provide online operation for both?

9. Does the product support automatic failover option in case of a high availability multimode setup?
10. Are there any single point of failure components in the proposed product?
11. Does the product provide high availability for all components?
12. The bidder to provide details of standard support services and service level agreements, including incident severity levels that are mapped to response times and expected resolution times
13. Provide details on incident escalation and support protocols following a breach to the SLA
14. Provide details on support services structure (local, regional, global)

Information Security Requirements (If Applicable for Information Technology Related)

1. Please provide more information around your cybersecurity program
2. Describe the overall Security architecture
3. Do you support both on premise and cloud/hosted based solutions? Please describe the benefits of each.
4. Please state clearly where the geographical location of your servers are and where our data would be hosted. *Please note that ERC is not allowed to host its holdings data outside of KSA. If you cannot accommodate this constraint, please do not respond to this RFP.*
5. What are the system requirements on the client side?
6. Do you support both thick client and mobile devices?
7. How do users access your system? (Authentication Methods)
8. Will the system be able to associate permissions with a user using one or more of the following access controls:
 - User-based (access rights assigned to each user)
 - Role-Based Access Controls (RBAC; users are grouped by role and access rights assigned to these groups)
 - Context-based (role-based with additional access rights assigned or restricted based on the context of the transaction such as time-of-day, workstation-location, emergency-mode, etc.)
9. Describe the measures your organization takes to ensure data security, please make sure to include (not limited to) as well the below in your responses:
 - a. Does it support encryption and if so what type and what level? (In transit and at rest)
 - b. Does your system integrate into an Identity and Access Management system? And if so what systems do you support?
 - c. Does your system support single sign-on and/or federated authentication?
 - d. Does your system support multi-factor authentication? And if so what technologies does it support?
 - e. Does data sit in a multi-tenant environment or does each client have a dedicated physical host/server?
 - f. Are your databases which store data and configurations, fully encrypted (Data at rest) down to the field/table level or is it more encryption at rest? Please describe
 - g. Does your system providing descriptive detailed logging, which can be integrated into external monitoring system? Please describe
 - h. Who will have access to the data other than ERC? Will employees of your organization have access to this data at any point? Please provide some input here
 - i. What SLA's do you provide that pertain to information security?
 - j. What security certifications do you possess
 - k. Please provide more context around the architecture and methods used in your organization to protect your systems.
10. How do you maintain you patching and upgrades for your systems?
11. Please provide details on how on-site AND remote support are carried out

12. Will the proposed solution provide the ability to provide a secure environment that can detect and block common security vulnerabilities such as those identified by the OWASP?
13. Will the vendor be able to provide an independent test report stating the application is free from known security defects?
14. Will the proposed solution provide the ability to encrypt Web-based management and other non-console administrative access using technologies such as:
 - a. Secure Shell (SSH)
 - b. Virtual Private Network (VPN)
 - c. Secure Sockets Layer (SSL)/Transport Layer Security (TLS)
15. Will the proposed solution provide the ability to use minimum encryption characteristics such as:
 - a. AES 256-bit encryption
 - b. Securely generate and distribute keys
 - c. Use public key exchange algorithms
16. Will the proposed solution provide the ability to use secure connection methods such as:
Public-key Infrastructure (PKI) digital certificate technology and Internet-based standards for secure network sessions, such as:
 - a. Secure Sockets Layer (SSL)
 - b. Hypertext Transfer Protocol Secure (HTTPS)
 - c. Virtual Private Network (VPN)
 - d. Secure/Multipurpose Internet Mail Extensions (S/MIME)

Operational Risk Requirements (If Applicable for Information Technology Related)

1. The bidder shall comply with the non-disclosure agreement statements listed in the RFP
2. ERC shall have the right to audit and right to information on the responses provided by the bidder against the requirements specified in the RFP
3. The bidder shall confirm acceptance to ERC policies and procedures
4. Provide details on possible ESCROW arrangements to safeguard source code customized for ERC

IV. Scope of Work

Purpose of this RFP:

Expo 2030 ERC is seeking the services of a qualified Brand Management & Strategy Company ("bidder") with a track record of success in Brand strategy building.

The bidder will be responsible for building and developing the Expo 2030 Riyadh local brand narrative, that perfectly reflects the brand positioning, persona, Saudi culture which can be used throughout the Expo 2030 journey from 2026 till the event date.

Key objectives:

- Align Expo 2030 global brand with Saudi identity and cultural expression, showcasing pride and ambition
- Align strategy with Riyadh City strategy
- Developing visual and verbal elements rooted in culture

- Strengthen emotional connection and public engagement within the local audience.
- Ensure coherence, alignment and consistency across global & local touchpoints when showcasing brand narratives
- Sustainable and dynamic that can be used throughout the journey

Overview:

Under the theme **Foresight for Tomorrow**, Expo 2030 Riyadh will empower participants with the foresight to imagine a better world and provide the inspirational frameworks and platform needed to achieve it. By prioritizing foresight as its guiding principle, Expo 2030 Riyadh aims to deliver visionary solutions that usher in a new era of progress and prosperity.

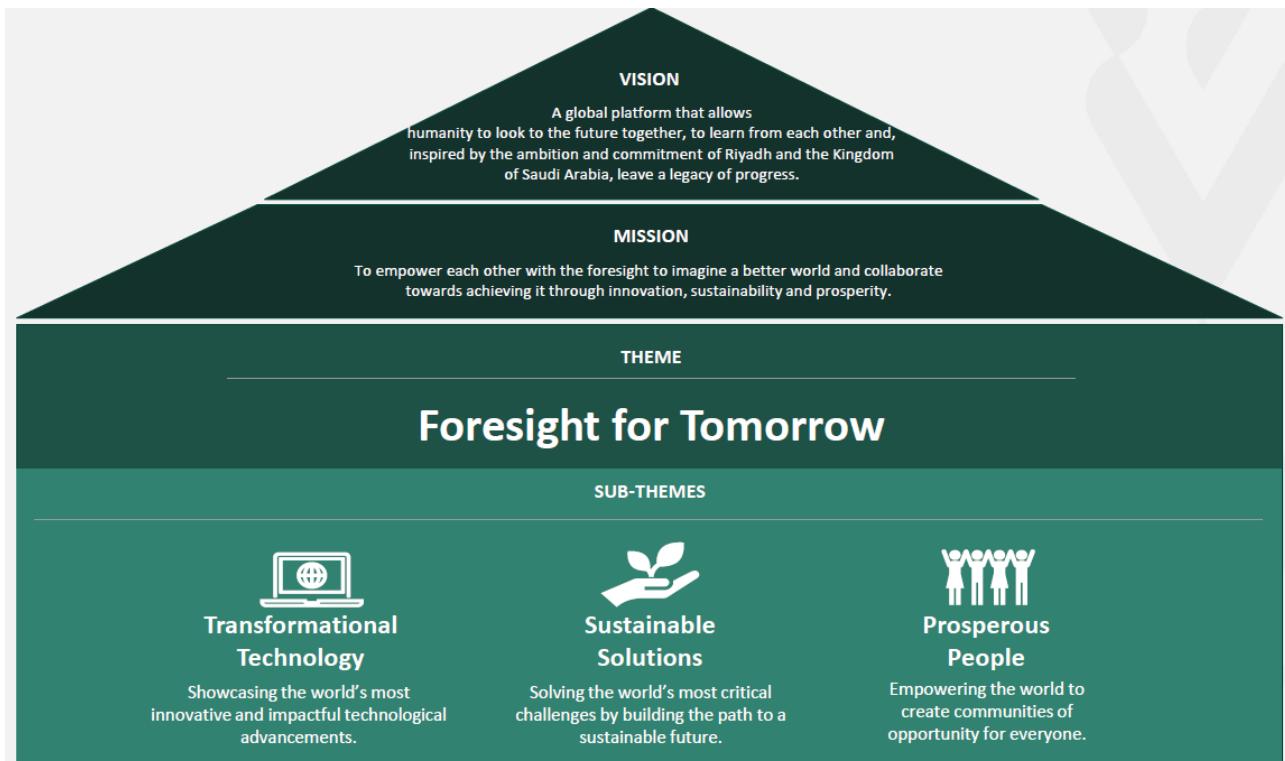
Foresight is a dynamic concept involving the systematic exploration of potential futures, charting a course for innovation and informing decision-making and planning. In an era of rapid technological advancement and extraordinary global interconnectedness, foresight has become increasingly vital.

Foresight for Tomorrow enables governments, businesses, and communities to anticipate challenges, identify opportunities, build resilience, and develop strategies to navigate an uncertain future.

The Expo has three subthemes – **Transformational Technology**, **Sustainable Solutions**, and **Prosperous People**—through which countries, organizations, and individuals can further define their contributions toward shaping a better tomorrow.

- **Transformational Technology** focuses on dynamic innovations shaping the future of humanity. This subtheme explores how technologies like generative AI, robotics, and immersive tools such as virtual and augmented reality can revolutionize industries, enhance human capabilities, and create a more inclusive world.
- **Sustainable Solutions** seeks to address the shared challenges of climate change, biodiversity loss, and resource depletion while also meeting the needs of a growing population. From state-of-the-art solar farms to biotechnology-driven ecosystem restoration, to carbon capture and storage, this subtheme will enable participants to develop and showcase transformative projects that advance human civilization while preserving the natural world that sustains us.
- **Prosperous People** emphasize the importance of human well-being and social development. Through innovative solutions like social safety net programs that combine financial support with employment pathways and workforce development initiatives for women and youth that target emerging fields, participants can demonstrate how individuals and societies can unlock their full potential.

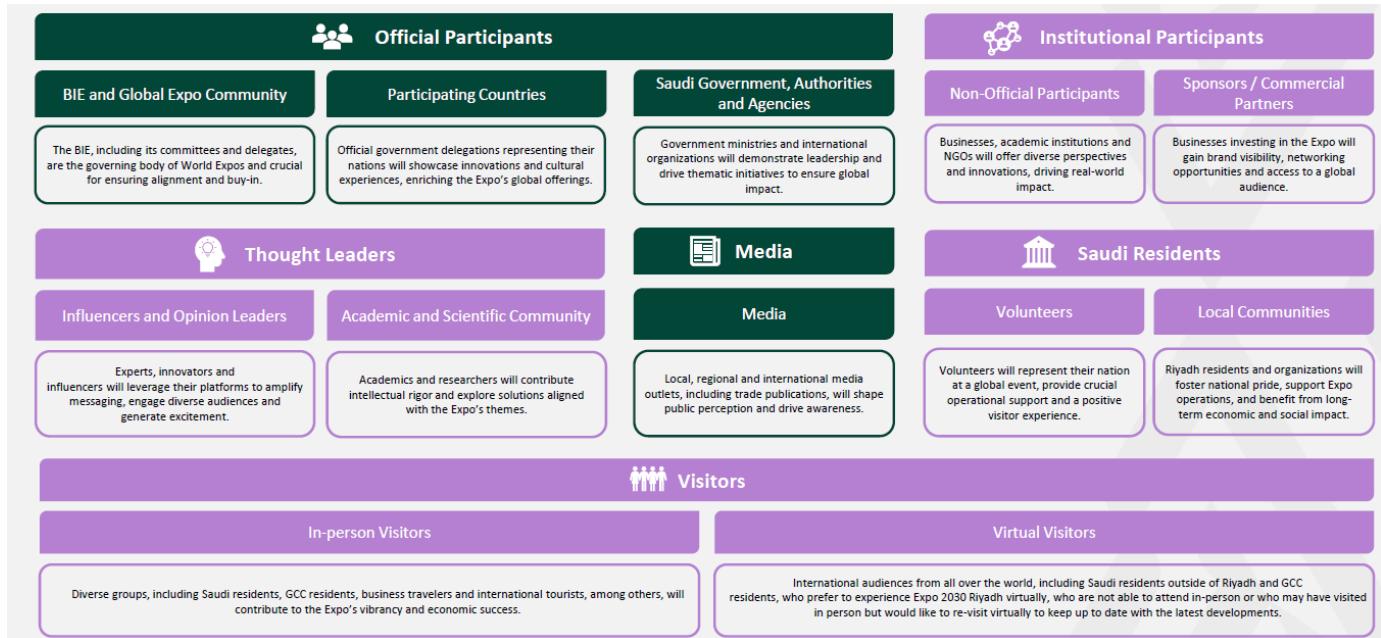
Expo 2030 Riyadh Marketing & Communication Strategy:



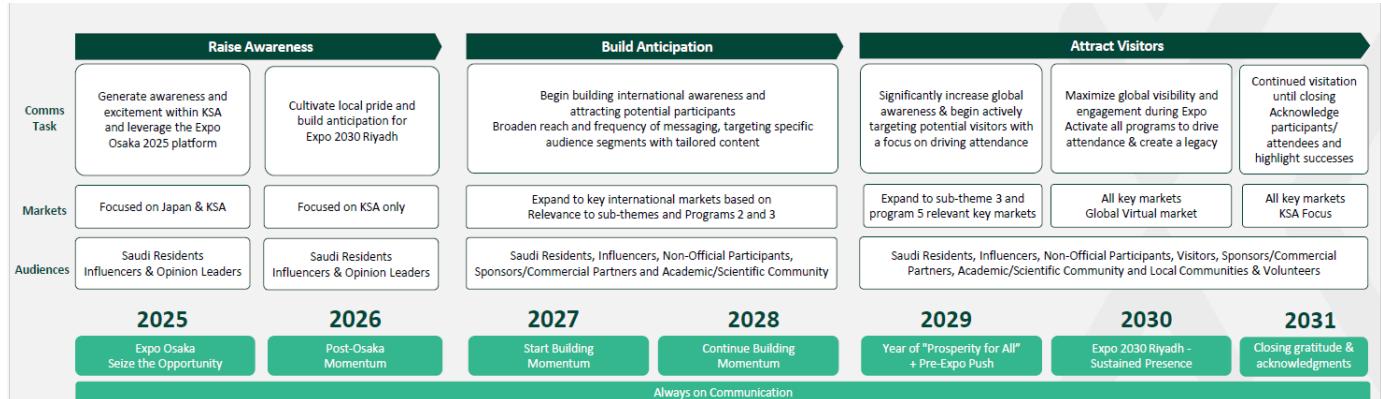
- **Key Marketing Communication objectives:**

1. Garner national support and drive volunteering - Build pride in the Kingdom of Saudi Arabia for its role as a leader in driving societal, environmental and technological progress and engage local support.
2. Create and cultivate a community of participants - Enroll, engage, and empower official and non-official participants to showcase their countries and organizations encouraging participants to learn and collaborate.
3. Drive impact through the Expo 2030 themes - Leverage the Expo's key themes to promote thought leadership, inspire action, and drive global progress while promoting and advancing BIE's core values.
4. Position Riyadh as a leader on the global stage - Showcase Riyadh and Saudi Arabia as forward-thinking innovation hub capable of fostering multilateral collaboration using Vision 2030 to demonstrate progress
5. Maximize visitation and virtual engagement - Drive both local and global ticket sales and visitation to the physical Expo event while also engaging a broader global audience through a comprehensive digital ecosystem
6. Create a lasting legacy of global progress - Ensure that all stakeholders feel ownership and accountability for continued progress towards the vision and mission of the Expo during all stages of its lifecycle.

- **Target audience:**



- **Marketing & Communication phases:**



Scope of work

1. Research and Analysis / Benchmarks

- Review and identify key learnings from previous Expo editions as well as current Expo 2030 Riyadh brand and marcom strategy.
- Identify the right benchmarks for Expo 2030 Riyadh, global events that merge authenticity with global accessibility, an event that feels local everywhere and global (in terms of the scale of the event) at home. (1) Reach every home (2) Engage all ages (3) Live, feel and experience everywhere. Such as: Expo Dubai 2020, FIFA World Cup Qatar 2022, ... etc.
- More aspects to consider while identifying the right benchmark (Multi-sensory Experience, Cultural integration, Media and Brand Amplification, Atmosphere of anticipation)
- Develop cultural analysis and local insights, identifying visual, linguistic and symbolic aspects of the Saudi culture that can support and inform the localization

- Showcase clear methodology for the market research such as qualitative / quantitative research, focus group ...etc.

2. Strategic Foundation and Alignment with the Brand Strategy, MarCom Strategy, and Expo 2030 Riyadh Vision

- Market Mapping: Analyze and map the market based on strategies, target audiences, and naming conventions of both direct and indirect benchmarks related to the project.
 - Conduct competitive and positioning research:
 - Who are the key players (direct and indirect competitors)?
 - What strategies and audiences do they target?
 - How do they name, present, and position themselves?
 - This helps identify white space – the gap Expo 2030 Riyadh brand can occupy uniquely.
- Brand Differentiation and Platform Development: Identify and define the tangible and intangible attributes that distinguish the project from similar offerings within the industry. Use these insights to build a comprehensive brand platform that articulates and supports the project's overall brand strategy
 - Defining what makes Expo 2030 Riyadh brand different:
 - *Tangible*: functional or visible traits (design, product features, services).
 - *Intangible*: emotional and conceptual traits (values, tone, personality, promise).
 - These elements form the **brand platform** – the strategic base that defines our positioning and guides all storytelling.

3. Local brand and launch campaign strategies development

- Craft Saudi local brand strategy, narrative and brand essence that complements the global positioning, improve subthemes naming & narrative reflecting the overarching Expo 2030 Riyadh brand essence.
- Create unified, strategic localized messaging framework – including tone of voice, brand values, slogan, and key phrases that balance Saudi authenticity and global appeal.
- Brand amplification, showcase different brand narrative implementation in terms of creative campaign concept ideas, audience engagement and other key audience touchpoints "locally and globally"
- Develop a 2-year marketing plan to continue driving brand equity from brand launch until event date to keep effective and impactful momentum throughout the journey.

4. Local design system

- Develop high-level visual style and imagery to reflect the local narrative suggested ensuring that complements the current design system
- Enhanced patterns and color pallet
- Design sample applications (signage, merchandise, digital, KVs, etc.)

5. Brand book

- Develop brand book to showcase all elements in a proper sequence and clear storyline

6. Post-launch plan

- Develop launch performance report to identify strengths, learnings and opportunities

- Develop campaign plans based on the outcomes from the performance report to drive brand equity till end of 2026

I. Deliverable (BOQ)

| Item | Description | Unit of measure |
|---|--|-----------------|
| Comprehensive Market research to cover | 1. Learnings from previous Expos | 1 |
| | 2. Benchmark within GCC i.e. FIFA 2022 QATAR | 1 |
| | 3. Local insights - Evaluate audience perceptions of current brand (whatever in SM), cultural sensitivities, and alignment with market expectations – i.ee engagement with relevant local authorities to capture audience perspective. | 1 |
| | 4. Analysis and key findings - Deliver a comprehensive insights report summarizing key findings and strategic implications | 1 |
| Local Brand Strategy | Brand DNA: Ensure reflecting improved global brand strategy but locally relevant 1. Vision and mission 2. Values 3. RTBs 4. Local Target Audience – segmentation "audience mapping" | 1 |
| | Local Brand positioning: 5. Local Brand essence / slogan 6. Local brand Narrative 7. Local brand persona 8. Tone of voice framework = Communication guidelines (Do's & Don'ts) | 1 |
| | 9. Strategic messaging framework reflecting brand positioning 10. Local Brand pillars and amplification 11. Local Brand evolution (2026 – 2027) | 1 |
| | Develop a 360- local launch campaign strategy and oversee execution (with local creative agency) 1. Develop clear comms objectives 2. Key messages 3. Recommended channels at a strategic level (Ideation) ex; Out of home ideation (proposing different ideas such as 3D projection) | 1 |

| | | |
|---------------------|---|----|
| | 4. Strategic direction; propose 1 creative direction, Master visual with mockups | |
| | 5. Campaign toolkit | 1 |
| | 6. Internal Brand Engagement plan (rollout within ERC teams and stakeholders) for brand educational purposes | 1 |
| | 7. Develop 2-years local always-on content pillars to drive awareness (local audience) | |
| Local Design system | High-level visual direction | 1 |
| | 1. Visual style and imagery category - Provide visual direction boards (showcasing different segments for multiple usage) that translate the brand's personality into a local context | |
| | 2. Social media visual style and applications on all platforms | 1 |
| | 3. Video intro and outro | 1 |
| | 4. Enhanced, locally relevant color pallet (reflecting brand identity) | 1 |
| | 5. Patterns | 1 |
| | 6. Illustration | 1 |
| | 7. Iconography | 1 |
| | 1. Merchandise (mockups) | 10 |
| | 2. VIP gifts options (mockups) – culturally relevant | 3 |
| Brand book | Consolidate all localization principles into a single operational manual | 1 |
| | Deliver the manual in both PDF and editable formats to support internal use and future updates | 1 |
| Post Launch Plan | Quarterly based report on overall local brand performance. (Covering main KPIs, awareness, equity, campaign performance | 8 |
| | Detailed plan based on performance report (each) to identify opportunities to drive brand equity | 8 |
| | Brand Local Activation Roadshow (Ideation) | 4 |

II. Project Execution

Project delivery, execution & payment timeline will be as follows: (some items might be shuffled once we agree on the delivery plan with the partner)

| Item | Estimated delivery timeline |
|---|---------------------------------|
| 1- Comprehensive Market research | 2 weeks |
| 2- Local Brand Strategy | January 2026 |
| 3- Launch Campaign strategy | February 2026 |
| 4- Local Design system | February 2026 |
| 5- Brand book | February 2026 |
| 6- Post Launch quarterly performance report | March 2026 – on quarterly basis |
| 7- Detailed plan based on performance report (each) to identify opportunities to drive brand equity | End of each 2026 quarter |

III. Dependencies / Special Conditions

The appointed brand strategy agency shall provide ongoing strategic supervision during launch campaign with the creative development and production stages, ensuring that all creative outputs accurately reflect and uphold the approved brand strategy

All design rights to be reserved solely to ERC

Project management approach (In coordination with the EPMO)

The bidder must have a clear project management methodology that aligns with internationally recognized standards in project management, and to meet the project management requirements, the bidder shall provide the following:

1. **A detailed description of the adopted project management methodology**, outlining the project life cycle stages, planning tools, and monitoring techniques.
2. **A project management plan**: demonstrating scheduling mechanism, resource management, cost control, and quality assurance measures.
3. **A risk management plan** that includes the process for identifying, assessing, and developing response strategies for risks.
4. **A communication and reporting framework** explaining how periodic reports and performance indicators will be submitted to the Center.
5. **Scheduling management plan** that clearly defines how the project schedule will be developed, maintained, monitored, and controlled throughout the project life cycle
6. **Issue Management Plan and Escalation Procedures** describing how project issues will be identified, documented, tracked, resolved, and escalated to ensure minimal impact on project delivery

V. Project Team

- The company must provide a team with the necessary experience based on the required qualifications and expertise, in accordance with the description of the functional and non-functional components mentioned above.
- ERC reserves the right to conduct interviews prior to the appointment of the project team to verify their qualifications, and ERC reserves the right to accept or reject, and to request a change of Project Manager or any team member at any time.

Below is as example of the project team qualification:

| Project Team | Number of team | Years of experience |
|-------------------------------|----------------|---------------------|
| Project manager PMP certified | 1 | +10 |
| | | |
| | | |
| | | |

VI. RFP Timeline

The selection will be performed in a transparent and fair way according to the following Timeline:

| Milestone | Estimated Date |
|-------------------------------------|-------------------|
| RFP Issued | November 20, 2025 |
| Deadline for questions from bidders | December 2, 2025 |
| Responses to questions issued | December 4, 2025 |
| Proposal Submission deadline | December 7, 2025 |

- Your response for any aforementioned items shall be sent to Procurement & Contracts Department in ERC which will be received by 3:00 pm, local time (Riyadh) in the definite date for each item according to aforementioned timetable. If ERC did not receive Bidder's proposals (the best final proposal, if required), on time, it will not be accepted.
- It is expected that the Vendor will reply to the e-mail of source body for the recipient of RFP and its willingness to reply before the definite time. The Vendor who did not comply with these terms shall not be obliged to get any renewal or notifications during the stages of RFPs.
- The Vendor shall take into consideration that timetable may be amended according to ERC for any reason and participants will be notified in case of change in timetable.

VII. Technical Evaluation Criteria

| Criteria | Description |
|--|--|
| AGENCY CREDENTIALS, TEAM & KSA EXPERIENCE | <p>Proven experience in developing brand strategy and localization frameworks for large-scale national and global initiatives</p> <ul style="list-style-type: none"> ➤ <u>(minimum of 10 delivered strategies)</u> |
| | <p>Agency team includes senior strategists, creatives and account leads with average 15 years of relevant industry experience</p> <ul style="list-style-type: none"> ➤ <u>(provide agency credentials)</u> |
| | <p>Proven experience delivering brand launch campaign & strategy in Saudi Arabia, Ability to create and develop integrated marketing campaigns that perform effectively</p> <ul style="list-style-type: none"> ➤ <u>(minimum of 10 delivered campaigns)</u> |
| STRATEGIC PLANNING & CREATIVITY | <p>Demonstrated understanding of Expo 2030 Riyadh through proven research-based insights into Saudi consumers, residents, and cultural behaviors.</p> |
| | <p>Showcase the capability to translate these local insights into clear brand localization and positioning. Then, into strategic launch campaigns that effectively connect with local audiences</p> |
| | <p>Dedicated account team composition and resumes (years of experiences+ work backgrounds + referrals)</p> |
| PROJECT MANAGEMENT & DELIVERABLES | <p>On time delivery based on milestones & project execution timeline</p> |
| | <p>Communication, responsiveness, commitment, and reporting (professional project management tool)</p> |
| | <p>Risk mitigation plan throughout the contract duration and brand audit</p> |

VIII. Submission Format

The technical proposals should include the following sections:

This should include the full details of the consultant technical proposal such as:

- SMEs (Monshaat) certificate "where applicable"
- Local Content Certificate "where applicable"
- Executive Summary.
- Depth of experience and track record – with a special focus on relevant projects regionally and globally.
- Understanding of the work to be performed and detailed methodology and approach to the scope outlined in this RFP.
- Vendor's profile, credentials, and references.
- Other information, if relevant.

The commercial proposals should include the following sections:

- Submitted separately in an encrypted file (e.g. PDF or Excel/Word files protected with password) to the email addresses mentioned below.
- The Vendor shall provide its proposed payment terms; however, the Employer reserves the right to ultimately define the method and frequency of payment.
- The Employer accepts no liability for the Vendor's tax obligations and, as such, fees shall be presented as follows:
 - i. Sub-Total (excl. Tax)
 - ii. Grand Total (incl. Tax)

IX. Requests for Clarification

Any clarification requests shall be shared using the table in appendix (I). Any clarification request should be made to ERC Procurement Team at Cotender@erc.sa & r.abid@project.erc.sa

X. Proposal Submissions

Proposal should be submitted no later than the deadline stated. Late submission will disqualify the respective vendor.

The vendors may be asked for a presentation in a time to be defined after proposal submission.

XI. Appendix (1)

All questions shall be delivered to RFX coordinator **as an excel sheet using the table format below**. In questions or inquiries in other forms will not be acknowledged or responded. All questions and answers will be treated as sent from unknown source to be participated with all Vendor.

| # | Clause | Term/Item | Vendor Question | Answer of ERC |
|----|--------|-----------|-----------------|---------------|
| 1 | | | | |
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| 10 | | | | |

XII. Bill of Quantity (Appendix II)

Vendors to use the below table for pricing

| Item | Description | QYT. | Currency | Unit Price | Total |
|---|--|-------------|-----------------|-------------------|--------------|
| Comprehensive Market research to cover | 5. Learnings from previous Expos | 1 | SAR | | |
| | 6. Benchmark within GCC i.e. FIFA 2022 QATAR | 1 | SAR | | |
| | 7. Local insights - Evaluate audience perceptions of current brand (whatever in SM), cultural sensitivities, and alignment with market expectations – i.ee engagement with relevant local authorities to capture audience perspective. | 1 | SAR | | |
| | 8. Analysis and key findings - Deliver a comprehensive insights report summarizing key findings and strategic implications | 1 | SAR | | |
| Local Brand Strategy | Brand DNA: Ensure reflecting improved global brand strategy but locally relevant | 1 | SAR | | |
| | 12. Vision and mission | 1 | SAR | | |
| | 13. Values | 1 | SAR | | |
| | 14. RTBs | 1 | SAR | | |
| | 15. Local Target Audience – segmentation "audience mapping" | 1 | SAR | | |
| | Local Brand positioning: | 1 | SAR | | |
| | 16. Local Brand essence / slogan | 1 | SAR | | |
| | 17. Local brand Narrative | 1 | SAR | | |
| | 18. Local brand persona | 1 | SAR | | |
| | 19. Tone of voice framework = Communication guidelines (Do's & Don'ts) | 1 | SAR | | |
| | 20. Strategic messaging framework reflecting brand positioning | 1 | SAR | | |
| | 21. Local Brand pillars and amplification | 1 | SAR | | |

| | | | | | |
|---------------------------------|--|----|-----|--|--|
| | 22. Local Brand evolution (2026 – 2027) | | | | |
| Launch Campaign strategy | Develop a 360- local launch campaign strategy and oversee execution (with local creative agency) 8. Develop clear comms objectives 9. Key messages 10. Recommended channels at a strategic level (Ideation) ex; Out of home ideation (proposing different ideas such as 3D projection) 11. Strategic direction; propose 1 creative direction, Master visual with mockups | 1 | SAR | | |
| | 12. Campaign toolkit | 1 | SAR | | |
| | 13. Internal Brand Engagement plan (rollout within ERC teams and stakeholders) for brand educational purposes | 1 | SAR | | |
| | 14. Develop 2-years local always-on content pillars to drive awareness (local audience) | | SAR | | |
| | High-level visual direction 8. Visual style and imagery category - Provide visual direction boards (showcasing different segments for multiple usage) that translate the brand's personality into a local context | 1 | SAR | | |
| Local Design system | 9. Social media visual style and applications on all platforms | 1 | SAR | | |
| | 10. Video intro and outro | 1 | SAR | | |
| | 11. Enhanced, locally relevant color pallet (reflecting brand identity) | 1 | SAR | | |
| | 12. Patterns | 1 | SAR | | |
| | 13. Illustration | 1 | SAR | | |
| | 14. Iconography | 1 | SAR | | |
| | 3. Merchandise (mockups) | 10 | SAR | | |
| | 4. VIP gifts options (mockups) – culturally relevant | 3 | SAR | | |

| | | | | | |
|-------------------------|--|---|-----|--|--|
| Brand book | Consolidate all localization principles into a single operational manual | 1 | SAR | | |
| | Deliver the manual in both PDF and editable formats to support internal use and future updates | 1 | SAR | | |
| Post Launch Plan | Quarterly based report on overall local brand performance. (Covering main KPIs, awareness, equity, campaign performance) | 8 | SAR | | |
| | Detailed plan based on performance report (each) to identify opportunities to drive brand equity | 8 | SAR | | |
| | Brand Local Activation Roadshow (Ideation) | 4 | SAR | | |

XIII. Service Agreement

This Services Agreement (hereinafter referred to as "Agreement") is entered by and between:

1. Expo 2030 Riyadh Company, a Single Shareholder Joint Stock Company incorporated pursuant to the laws of Kingdom of Saudi Arabia and registered in Riyadh under commercial register number 7042434246 dated 07/11/2024, having its head office address at 3229 Jabal Azib, 6222 Al Nakheel District, 12395, Riyadh, Saudi Arabia (hereinafter referred to as the "First Party").
2. [insert the name of the Second Party] a [insert description: establishment, limited liability company or joint stock company] incorporated pursuant to the laws of [insert the relevant law] and registered in [insert authority or city] under [insert type of license/ commercial register] number [insert number] dated [insert date], having its head office address at [insert physical address], P.O. Box [insert number], Post Code [insert number], [insert city], [insert country] (hereinafter referred to as the "Second Party").

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

PREAMBLE:

- A- Whereas the Second Party is specialized in providing the Services (as defined below) and [insert a brief description of the services];
- B- Whereas the Parties wish to enter into a framework agreement which sets out the terms and conditions to be generally applicable.

Now therefore the Parties hereto, having due capacity and authority, agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms have the following meanings:

"Affiliate" means, in relation to a body corporate or partnership, any subsidiary or holding entity of such body corporate or partnership, and any subsidiary of any such holding company, in each case from time to time

"Applicable Law" has the meaning given in Article (23).

"Business Day" means the official working days of the First Party.

"Fees" has the meaning given in Article (5).

"Force Majeure" has the meaning given in Article (16).

"Services" has the meaning given in Article (3).

"Team Members" has the meaning given in Article (4).

"First Party's Intellectual Property Rights" has the meaning given in Article (13).

"Services Intellectual Property Rights" has the meaning given in Article (13).

"Purchase Order" as described in Appendix (2).

2. Agreement Documents

The recitals set forth above and the following documents attached hereto are intended to be, and shall be construed as, complementary to this Agreement and interpretative hereof:

Appendix No. (1) Services.

Appendix No. (1.1) Purchase Order Procedure.

Appendix No. (2) Services Rates.

In case of any contradiction between the terms of this Agreement and the terms of a Purchase Order, the Agreement shall prevail.

3. Services

- a. The Second Party shall provide the Services as set out in Appendix No. (1) (Services).

- b. The Second Party represents to the First Party that it has the required professional skills, personnel and technical resources to provide the Services.
- c. The Second Party shall ensure full and proper performance of the Services and guarantee their quality, validity and suitability for the intended purpose. In case of any fault or failure in the performance of the Services as compared to the scope of Services, the Second Party shall within ten (10) Business Days from the date of the First Party's notice of such fault or failure, with no additional cost to the First Party, rectify, modify or re-implement the Services. Otherwise, the First Party will have the right to have the Services rectified, modified or re-implemented on the Second Party's account. In this case, the First Party has the right to deduct such amounts from any dues of the Second Party resulting from this Agreement or any other agreement the Second Party has with the First Party.
- d. The First Party may, at any time, during the period of the Agreement, review the Services and its conformity to what is provided by the Second Party in its reports or invoices, and the First Party may also conduct such review, if necessary, at the Second Party's premises after giving the Second Party three (3) Business Days prior written notice. Such review right shall include access to any documents related to the performance of the Services.
- e. The Second Party shall adhere to all laws, regulations and resolutions issued by the competent authorities, with respect to the performance of the Services. The Second Party shall bear all fees and expenses determined by such authorities, and also any penalties, whatsoever, arising from violation of such laws, regulations and resolutions.

4. Team Members and Due Care

- a. The Second Party undertakes to dedicate a team of its employees having the experience and expertise to deliver the Services to the First Party whose names, titles, qualifications and requirements are described in Appendix No. (2) (Team Members).
- b. The Second Party shall not, except in case of annual or sick leaves, change any of its Team Members without the prior written consent of the First Party. The Second Party has to seek such consent in writing ten (10) Business Days before the date of such required change.
- c. In case of resignation or absence of any Team Member for any reason, the Second Party shall notify the First Party of such resignation or absence within three (3) Business Days.
- d. The First Party may request the replacement of a Team Member by written notice to the Second Party, and the Second Party shall appoint a substitute acceptable to the First Party within three (3) Business Days from the notice date, without prejudice to the First Party's right to subsequently evaluate the performance of any substitute Team Member and whether to accept or reject such substitute.
- e. The Second Party shall perform the Services and carry out its obligations under this Agreement with all due care and efficiency in accordance with the applicable professional standards and practices.

5. Fees and Payment

- a. In consideration for the Services provided by the Second Party, the First Party shall pay the fees set out in the Appendix no (3) (Services Rates).
- b. Payments due to the Second Party shall be made against invoices delivered to the First Party as outlined in the Purchase Order (Fees). The First Party shall settle the invoice within thirty (30) Business Days from the First Party's acceptance of the relevant services and supporting documents.
- c. The Second Party acknowledged that it shall not claim any additional fees or amounts (not included in the Purchase Order) without the prior written approval of the authorised representative of the First Party.

6. Term

This Agreement shall commence from [insert start date] of providing the Services ("Effective Date") and shall expire on [insert expiry date] unless terminated earlier pursuant to Article (7).

7. Termination and Withdrawal of Work

a. The First Party may terminate the Agreement, at any time for cause or without cause, pursuant to a three (3) Business Days prior written notice of termination to the Second Party. In the event of termination, the First Party shall pay the Second Party its Fees which have been incurred and approved by the First Party up until such termination date.

b. In case the First Party performs any of the Second Party's obligations pursuant to this Agreement, the First Party has the right to deduct any expenses or costs resulting from such performance from any dues of the Second Party.

c. The First Party has the right to withdraw the work from the Second Party and complete the remaining Services on the Second Party's account in any of the following cases:

1. If the Second Party has not performed the Services as per its contractual obligations, the First Party's requirements and instructions, or is delayed in its execution of the Services in manner where it is not expected to complete them in the prescribed time at the discretion of the First Party, provided that a five (5) Business Days prior written warning of termination is sent to the Second Party.

2. If it is proven that the Second Party, either by itself or through others, directly or indirectly, paid any amount or provided any benefit or promised to do so, in order to enter into this Agreement. This does not abrogate the Second Party from any criminal liability in respect of such actions. Upon the occurrence of such case, the First Party also shall have the right to terminate this Agreement and any other agreements entered into with the Second Party.

3. If the Second Party failed to perform any of its obligations under this Agreement, abandons it, assigns or sub-contracts wholly or partly without the First Party's prior written consent.

4. If the Second Party is declared bankrupt or insolvent, requests declaration of bankruptcy or insolvency, is put under receivership, dissolved or liquidated.

8. Tax

Excluding value-added tax ("VAT") which will be added separately in each invoice and paid by the First Party is required by Applicable Law, the Second Party shall be liable for such taxes, fees and other impositions as may be levied under Applicable Law, the amount of which is deemed to have been included in the Fees. The Second Party acknowledges that under Applicable Law, the First Party's obligation to pay amounts due to the Second Party under this Agreement is conditional on submission of a valid certificate from the Zakat, Tax and Customs Authority ("ZATCA") proving settlement by the Second Party of all of its zakat and tax obligations in the Kingdom of Saudi Arabia. [Used in case if the company is within KSA].

[OR]

Excluding value-added tax ("VAT") which will be added separately in each invoice and paid by the First Party is required by Applicable Law, the Second Party shall be liable for such taxes, fees and other impositions as may be levied under Applicable Law, the amount of which is deemed to have been included in the Fees. The Second Party acknowledges that the First Party is required under Applicable Law to deduct from payment of each installment of the Fees an amount equal to the tax percentage applied on this Agreement, and pay the deducted amount on behalf of the Second Party to the Zakat, Tax and Customs Authority ("ZATCA") of the Kingdom of Saudi Arabia. [Used in case if a company is outside KSA].

9. Conflict of Interest

Neither the Second Party nor its Team Members nor its Affiliates (or any of its subcontractors) shall engage, either directly or indirectly, in any business or professional activities which conflict or would raise conflict of interest with the activities assigned to them under this Agreement at the discretion of the First Party.

10. Subcontracting

- a. The Second Party shall not subcontract all or any part of the Services without the First Party's prior written consent. Such written consent shall not exempt the Second Party from its liabilities or obligations under the Agreement and the Second Party shall remain liable for all actions, default or negligence of the subcontractor, its agents or employees as if they were the actions, default or negligence of the Second Party.
- b. Without prejudice to clause (a) above, the Second Party shall ensure that its contracts with subcontractors include the obligations in this Agreement.

11. Liability & Indemnity

- a. The Second Party shall be fully responsible for performing its obligations stated in this Agreement within the agreed upon phases, specifications, and periods and with the standard and quality required by the First Party.
- b. Without prejudice to the First Party's right to terminate the Agreement, in the event of a default, negligence or impediment to the progress of work and performance of Services by the Second Party or any of its Team Members which the Second Party could have avoided by taking the necessary precautions, and such default, negligence or impediment causes any kind of damage to, or increase to the expected expenses of the First Party then the Second Party shall be fully and unlimitedly liable for any resulting material or moral. If the contribution of the Second Party or its Team Members to the default, negligence or impediment was deemed partial, at the discretion of the First Party, then the Second Party liability shall be partial and proportional to its contribution to such default, negligence or impediment.
- c. In the event that the Second Party becomes in delay for delivering the Service on the agreed upon due date(s), the First Party has the right to impose a delay fine on the Second Party for each day of delay to be calculated on the basis of dividing the total value of the Agreement by the total number of days during which the Services must be provided and deduct the amounts corresponding to the delayed days, however such delay fine shall not exceed (10%) of the total value of this Agreement. In addition to the delay fine, the First Party shall be freely entitled to exercise all of its remedies and rights provided under the Agreement. In this case, the First Party has the right to deduct such fine from any dues of the Second Party resulting from this Agreement or any other agreement the Second Party has with the First Party.
- d. If the First Party exercises his right mentioned in Section (c) above, the delay fine shall become due without need to serve any notice, file any legal action or prove any damage or losses, provided that the delay is not caused by an action attributed to the First Party.
- e. The Second Party acknowledges that upon the occurrence of any delay to the services, the First Party shall have the right to suspend any payments whether related to this Agreement or any other agreement with the Second Party.

12. Confidentiality

- a. The Second Party undertakes to treat all information connected with this Agreement as secret and confidential, and represents that it shall not at any time for any reason disclose or permit to be disclosed to any person ("Recipient") or otherwise make use of or permit the use of any information obtained under this Agreement for any purpose other than the performance of the Services. If, for the purpose of performing the Services, it is required to disclose such information or any part thereof, the Second Party shall obtain the prior written consent from the First Party and acknowledges that it will be fully liable for any breach of the confidentiality by the Recipient, without prejudice to the First Party's right of recourse, if it is in the First Party's interest.

- b. The provisions of this Article shall be applied to all Team Members of the Second Party, its subcontractors and Affiliates. The Second Party shall, after receiving the First Party's prior written consent to share information with third parties, impose similar obligations on the receiving parties in order to ensure maintaining the confidentiality of information prior to disclosing any information related to the Agreement.
- c. The confidentiality obligations will not apply to information which the Second Party as the Recipient can demonstrate: (i) is or becomes legally available to the public; (ii) is legally known to, or legally in the position of, the Second Party prior to the date hereof, (iii) is legally obtained from a third party who has no obligation of confidence in respect of it; (iv) is or has been independently developed by the Second Party without use or reference to any confidential information or breach of this Agreement.
- d. As an exception to the above, the Second Party may disclose confidential information to the extent that is requested pursuant to, or required by, Applicable Law, regulation or order of any court or other governmental, regulatory or supervisory body; provided, however, that prior to any such compelled disclosure, the Second Party shall give the First Party reasonable advance written notice to allow the First Party to object to such use or disclosure of confidential information. In all cases the disclosure of the confidential information must be limited only by the requirement of the relevant authorities.
- e. The Second Party undertakes to return all of the First Party's documents and any relevant property which may be in its possession or under its control, upon accomplishment of the Services or termination of the Agreement. The Second Party may not retain a copy of such documents unless any regulation requires a copy to be retained.
- f. The Second Party shall not refer to the First Party, the Services or the Agreement in any announcement, statement, disclosure or proposal before obtaining the prior written consent of the First Party. The Second Party is also prohibited from referring to the First Party for any promotional or advertising purpose before obtaining the prior written consent of the First Party.

13. Intellectual Property Rights

- a. The parties foresee that the Second Party or Team Members may make, conceive, develop and/or create Intellectual Property in the course of providing the Services.
- b. In this Article:
 - 1) Intellectual Property Right means an invention, utility model, trade mark, service mark, business name, work which is subject matter of copyright or related rights, industrial design, patent, know-how, trade secret and any other intellectual property right of any nature whatsoever throughout the world (whether registered or unregistered and including all applications and rights to apply for the same) which:
 - I. relates to the business and activities of the First Party ("First Party's Intellectual Property Rights"); or
 - II. is invented, developed, created or acquired by the Second Party or the Team Members (whether alone or jointly with any other person) specifically and exclusively for the First Party in the course of providing the Services during the course of this Agreement ("Services Intellectual Property Rights");
 - 2) Services IP Materials means any documents (whether in electronic, paper or other form) constituting or relating to any Services Intellectual Property Right.
- c. The Second Party hereby agrees and shall procure that each Team Member agrees that based on the type of subject matter, all available Intellectual Property Rights in any Services Intellectual Property Rights, unless otherwise inalienable, would be exclusively owned by the First Party which arise in the course of performing the Services.
- d. The Second Party agrees and shall procure that each Team Member agrees to sign all documents and do all other acts which the First Party requests (at its expense) to enable the First Party to enjoy the full benefits of this Article.

e. The Second Party and Team Members may only use the First Party's Intellectual Property Rights and Services IP Materials to perform their obligations under this Agreement, and shall not disclose any of the First Party's Intellectual Property Rights or Services IP Materials to any third party without the prior written consent of the First Party.

f. The Second Party further agrees that it will not claim ownership rights to the work which is subject matter of copyright, or any derivative, compilation, sequel or series, or related work either created by Second Party or by the First Party in accordance with the terms of this Agreement.

g. The Second Party shall and shall procure that each Team Member shall immediately transfer to the First Party all Services IP Materials in their possession or under their control when the Agreement expires or terminates for any reason, or at any time when the First Party requests transfer. No copies or other record of any Services IP Materials may be retained by the Second Party except with the prior written consent of the First Party.

14. Second Party's Representations and Undertakings

The Second Party acknowledges and undertakes the following:

a. It has been duly incorporated pursuant to the laws of the Kingdom of Saudi Arabia, and has submitted a valid copy of the relevant documents to the First Party.

b. It has the full right, authority and capacity to enter into this Agreement and fulfill the obligations thereunder and that this Agreement is legal, enforceable and binding in accordance with its terms.

c. It is in compliance with the Applicable Law and all relevant laws and procedures necessary to maintain all licenses, permits and certificates required to provide the Services pursuant to this Agreement, and it has submitted a valid copy of the relevant documents to the First Party.

d. The Team Members (as well as employees of its approved subcontractor by the First Party) shall continue to be employed by the Second Party (or its subcontractor as the case may be) and under its sponsorship (or the sponsorship of its subcontractors) in the case of non-Saudi employees. The Second Party shall be responsible for obtaining all permits, licenses and any other documents that may be required to enable its Team Members to perform the Services in a manner that will not delay, impede or affect the First Party's interests.

e. All Intellectual Property Rights in the Services are owned by the Second Party. Alternatively, the Second Party must be licensed to use or transfer third party Intellectual Property rights to the First Party.

15. Waiver/Assignment of Rights and Obligations

a. The obligations of the Second Party under this Agreement are direct obligation and it shall not, without the prior written consent of the First Party, assign or transfer any of its rights or obligations thereunder to any other party.

b. Failure by a Party to assert its rights under this Agreement shall not be deemed a waiver of such rights, nor shall any waiver be implied from any act or omission. No waiver by a Party with respect to any right shall extend to any subsequent breach of the terms hereof unless such waiver explicitly provides otherwise.

16. Force Majeure

The failure of a Party to fulfill any of its obligations under this Agreement shall not be considered to be a breach of, or default as such inability arises from any event that is unpredictable and outside of the reasonable control of a Party and which affects such Party's performance of its obligations under this Agreement, including, without limitation, fire, floods, accidents, declared and undeclared war and military operations, economic sanctions, regulatory requirements and instructions and administrative and judicial orders in the Kingdom of Saudi Arabia ("Force Majeure"), provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out this Agreement and has informed the other Party as soon as possible about the occurrence of such an event.

17. Language

This Agreement has been executed in the Arabic language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement.

18. Modifications

This Agreement can only be modified by written agreement between the Parties.

19. Notices

Any notice, request, approval or other communication required under this Agreement must be in writing and must be delivered by hand, registered mail or internationally recognized air courier service, or e-mail to the designated contact of the relevant Party at the respective address below:

a. For the First Party:

Expo 2030 Riyadh Company

The attention of: [Insert Point of Contact Name]

Telephone: [Insert Point of Contact Phone Number]

E-mail: [Insert Point of Contact Email]

b. For the Second Party:

The attention of: [Insert Point of Contact Name]

Telephone: [Insert Point of Contact Phone Number]

E-mail: [Insert Point of Contact Email]

Any such notice, request or other communication shall be deemed to have been delivered (a) when delivered, if delivered by hand against a confirmation of delivery, (b) three Business Days after it is deposited with the registered mail service provider or internationally recognized air courier service, (c) the day of sending, if by e-mail prior to 3:00 p.m. (Riyadh time) on any Business Day or the next Business Day if sent by e-mail after 3:00 p.m. (Riyadh time) on any Business Day or on any day other than a Business Day.

20. Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by First Party or the Second Party may be taken or executed by the authorised representatives specified below or any person thereunto authorised in writing by such representatives.

The authorised representatives are:

a. For the First Party: [Insert authorised representative name]

b. For the Second Party: [Insert authorised representative name]

21. Comprehensiveness of the Agreement

a. This Agreement sets out all the terms, conditions and undertakings agreed between the Parties and supersedes and replaces any prior agreements or understanding relating to the subject matter of the Agreement. No agent or representative of any Party shall have the right to make any statements, undertakings, representations, promises, assurances or arrangements not expressly reflected in this Agreement and neither Party shall be liable or responsible for any such statements, undertakings, representations, promises, assurances and arrangements.

22. Survival Articles

The rights and obligations set forth under the Confidentiality terms, Applicable Law and Settlement of Dispute and Intellectual Property Rights shall survive the expiry or termination of the Agreement for whatsoever reason.

23. Applicable Law and Settlement of Disputes



The Agreement shall be subject to, construed and implemented according to the laws, regulations, instructions, decrees and any other instruments having the force in the Kingdom of Saudi Arabia (the "Applicable Law"). Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration administered by the Saudi Center for Commercial Arbitration (the "SCCA") in accordance with the SCCA Arbitration Rules.

24. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed, when signed, an original, but all of which shall constitute one and the same instrument.

25. Signature

In witness hereof, the Parties executed this Agreement in two (2) original copies and hereby each Party represents that it has obtained an original copy.