



Hikvision USA Inc. /BCW LLC  
Engagement Letter

July 7, 2021

Hao (Vivian) Zhou  
Brand Management Department  
Hikvision USA Inc.  
18639 Railroad Street  
City of Industry, CA 91748

Dear Ms. Zhou:

This letter of engagement ("Engagement Letter") outlines the role, scope of work, and specific financial and billing terms of BCW LLC ("BCW") for the services specified below to be rendered to Hikvision USA Inc. ("Client") which commence on July 1, 2021 and continue through September 30, 2021. It is understood that this Engagement Letter complements and is governed by the Legal Contract Terms and Conditions, dated December 1, 2017 ("Agreement") and amended on January 9, 2019 that has been previously executed by both parties.

Scope of Work:

During the term of this engagement, BCW will provide Client with the following public relations services:

Section I – Monthly Minimum Retainer

- Media Relations
- Media Tracking & Reporting

Section II – One-Time Fixed Fee

- Narrative & Key Message Development

Financial Terms:

Section I - Monthly Minimum Retainer

- Professional fees for the Core Monthly Minimum Retainer scope of work outlined above will be billed against a monthly minimum retainer ("Minimum Retainer") of \$50,000 and will be billed to Client as stated in the Billing/Payment Terms below. Any professional services requested by Client during the term hereof which are related to the services being provided hereunder and which exceed the Monthly Minimum Retainer will be additional. BCW will not exceed the monthly guaranteed minimum retainer without prior written approval from the Client (email approval shall suffice.) Such services will be invoiced to Client at standard hourly rates specified in Exhibit A which is attached hereto and incorporated herein by reference.

- Actual and documented expenses such as postage, messenger, long distance telephone charges, photography, travel and related expenses and 3<sup>rd</sup> party vendor invoices will be billed in addition to the fees noted above. Please note that production related 3<sup>rd</sup> party vendor costs will bear a commission of 17.65%.

**Section II - One-Time Fixed Fee**

- Professional fees for the scope of work outlined above is a fixed, non-reconcilable total of \$50,000 (**“Fixed Professional Fee”**), which will be billed to Client as stated in the Billing/Payment Terms below.

**Billing/Payment Terms:**

**Section I – Monthly Minimum Retainer**

- Guaranteed Minimum Retainer invoice in the amount of \$50,000 will be sent to Client immediately. Thereafter, on or about the first of each month, invoice in the amount of \$50,000 will be sent to Client.
- Any time charges above the guaranteed monthly minimum retainer related to the services incurred and in accordance with the Financial Terms stated above will be issued monthly.
- Expenses will be invoiced monthly as incurred. Expenses shall be listed on a category basis (e.g. telephone, fax, photography, etc.). Supporting documentation will be provided at Client’s written request.

**Section II – One-Time Fixed Fee**

- Fixed non-reconcilable fee invoice in the amount of \$50,000 will be sent to Client immediately. Payment of this initial invoice is due within 30 days of receipt.

All U.S. professional fees will be based on time input at BCW’s hourly rates in effect at the time such services are rendered. Such hourly rates are attached hereto as **Exhibit A** and incorporated herein by reference.

Except as may otherwise be noted above, payment of all invoices is due within thirty (30) days of each invoice date, unless advance payments to third parties are required. In the case of advance payments to third parties, Client agrees to pay BCW immediately upon receipt of a BCW invoice for any such third-party invoice.

Payments may be wire transferred to the following account:

Beneficiary Bank: [Redacted]  
Address: [Redacted]  
Account Name: [Redacted]  
Account#: [Redacted]  
ABA Routing#: [Redacted]  
Swift Code: [Redacted]  
Chips Code: [Red]

BCW reserves the right, at its sole discretion, not to commence or continue any services under this engagement if Client fails to remit any payment due hereunder within the time frame specified herein. It is clearly understood and agreed that should BCW exercise its right hereunder, BCW shall not be liable for any costs whatsoever (including without limitation, any cancellation fees or penalties), arising out of or resulting from BCW exercising such right.

Any work beyond the Scope of Work outlined in this Engagement Letter will be negotiated separately and outlined in a separate engagement letter on a per project basis. No such additional work will begin without the prior written approval of both parties.

This engagement can be cancelled at any time by either party with thirty (30) days' written notice. Client will be responsible for payment of the monthly fee (or pro-rata portion thereof) and/or hourly fees, whichever is greater, plus expenses incurred to date (including the thirty (30) days following the notification).

Please indicate your confirmation and acceptance of the above by signing in the space provided below and returning one (1) original signed copy of this Engagement Letter.

Yours sincerely,

BCW LLC

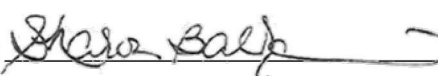
By:  \_\_\_\_\_

Name: Matthew Ballard

Title: Executive Vice President

Date: 07.07.2021

BCW LLC

By:  \_\_\_\_\_

Name: Sharon Balkam

Title: EVP, Finance Director

Date: 07.07.2021

Accepted and agreed upon by an authorized signatory of:

HIKVISION USA, INC.

By:  \_\_\_\_\_

Name: Pei-Wen, Yang

Title: President

Date: 07/22/2021

EXHIBIT A  
BCW LLC  
2021 Hourly U.S.A. Billing Rate Chart

Redacted

