

U.S. Department of Justice
Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

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. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. 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 in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control Section, National Security 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 BCW LLC	2. Registration Number 6227
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3. Name of Foreign Principal
"Hikvision USA Inc. as an agent of Hikvision"

Check Appropriate Box:

- 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. What is the date of the contract or agreement with the foreign principal? 02/29/2024
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Advise on public affairs, public relations and policy issues, strategic planning and guidance, media relations, issues management, external communications, message development, media engagement, and content development.

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

Advise on public affairs, public relations and policy issues, strategic planning and guidance, media relations, issues management, external communications, message development, media engagement, and content development.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Advise on public affairs, public relations and policy issues, strategic planning and guidance, media relations, issues management, external communications, message development, media engagement, and content development.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "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.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

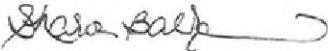
EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
03/28/2024	Sharon Balkam	/s/Sharon Balkam
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
03/28/2024	Sharon Balkam	
_____	_____	_____
_____	_____	_____
_____	_____	_____



Hikvision USA Inc. /BCW LLC
Engagement Letter

February 29, 2024

Jeffrey He
Vice President, Global Public Affairs
Hikvision USA Inc.
18639 Railroad Street
City of Industry, CA 91748

Dear Jeffrey:

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 commenced on January 1, 2024 and continues through June 30, 2024, unless otherwise agreed to in advance and in writing by Parties (E-mail shall suffice). It is understood that this Engagement Letter complements and is governed by the Legal Contract Terms and Conditions, effective 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 Global (US, UK and EU) may provide Client with the following professional services unless otherwise agreed to in advance and in writing by Parties (E-mail shall suffice):

- Advise on public affairs, public relations and policy issues, strategic planning and guidance, media relations, issues management, external communications, message development, media engagement, and content development.

Financial Terms:

- Professional fees for the scope of work outlined above are estimated as shown below and shall not exceed \$102,000 per month without prior written approval (email approval shall suffice) and will be billed to Client as stated in the Billing/Payment Terms below. The total estimated professional fee budget is based on services being rendered through the full term of this engagement. It is understood that the actual value of services per month may vary based on the specific services needed in each month.

- A large black rectangular redaction box covers the content of this bullet point. The word "Redacted" is written in red text above the box.
 - The above admin fees cover all administration, coordination of billing, and global management and oversight.

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

Billing/Payment Terms:

- An invoice in the amount of \$102,000 (\$51,000 for January and February 2024) will be sent to Client immediately. Thereafter, on or about the first of each month, an invoice in the amount of \$51,000 will be issued.
- Estimated fees will be reconciled monthly against actual hours incurred at BCW's standard hourly rates and expenses. If the actual fees and expenses incurred in providing Client's services exceed the estimated fees paid by Client, BCW will issue Client an invoice for such additional fees. If any credits remain upon completion of services under this engagement and provided Client has remitted payment to BCW for all sums due, BCW shall issue Client a refund for such difference.
- 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.

All 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 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:

Account Name:

Bank Address:

Account#:

ABA Routing#:

Swift Code:

Chips Code:



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.

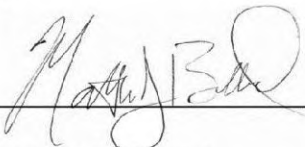
Any work beyond the Scope of Work outlined in this Engagement Letter will be negotiated separately and outlined in a separate engagement letter on a per project basis. No such additional work will begin without the prior written approval of both parties.

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

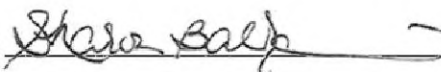
By: 

Name: Matthew Ballard

Title: SVP, Senior Vice President

Date: 02.29.2024

BCW LLC

By: 

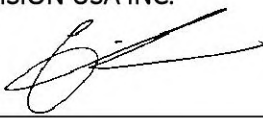
Name: Sharon Balkam

Title: EVP, Finance Director

Date: 02.29.2024

Accepted and agreed upon by an authorized signatory of:

HIKVISION USA INC.

By: 

Name: _____

Title: _____

Date: _____

EXHIBIT A

BCW LLC
2024 Hourly U.S.A. Billing Rate Chart

Redacted

