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OMB No. 1124-0006; Expires September 30, 2029

U.S. Department of Justice
Washington, DC 20530

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by 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 this 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 online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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
APCO Worldwide LLC

2. Registration Number
6582

3. Primary Address of Registrant
1299 Pennsylvania Avenue, NW, Suite 300, Washington, DC 20004

4. Name of Foreign Principal
Embassy of the Republic of Korea in the USA

5. Address of Foreign Principal
2450 Massachusetts Ave NW
Washington, DC 20008

6. Country/Region Represented
KOREA, SOUTH

7. Indicate whether the foreign principal is one of the following:
- ☒ Government of a foreign country [1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:
a) Branch or agency represented by the registrant
Embassy of the Republic of Korea in the USA

b) Name and title of official(s) with whom registrant engages
Dong-youn Kim, Economic Counselor, Embassy of the Republic of Korea

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

10. 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.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

12. 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.

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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.

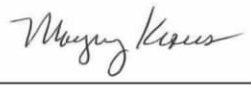
Date	Printed Name		Signature
11/16/2026	Margery Kraus	Sign	/s/Margery Kraus
		Sign	
		Sign	
		Sign	

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EXECUTION

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Date	Printed Name	Signature
11/16/2026	Margery Kraus	

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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 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	2. Registration Number
APCO Worldwide LLC	6582

3. Name of Foreign Principal

Embassy of the Republic of Korea in the USA

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, and the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 11/13/2026

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

Registrant has agreed to provide strategic communications, media relations, and stakeholder engagement services within the United States to promote understanding of South Korea-US economic cooperation and South Korea's role in advancing American prosperity, security, and innovation.

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

Registrant has agreed to provide strategic communications, media relations, and stakeholder engagement services within the United States to promote understanding of South Korea-US economic cooperation and South Korea's role in advancing American prosperity, security, and innovation.

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

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.

Registrant's activities will include strategic communications, media relations, and stakeholder engagement services within the United States to promote understanding of South Korea-US cooperation and South Korea's role in advancing American prosperity, security, and innovation.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes ☐ No ☒

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 register[3] to the date of registration 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 ☒

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

13. During the period beginning 60 days prior to the obligation to register[4] to the date of registration 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 ☒

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

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.

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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
11/16/2026	Margery Kraus	Sign	/s/Margery Kraus
		Sign	
		Sign	
		Sign	

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EXECUTION

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Date	Printed Name	Signature
11/16/2026	Margery Kraus	Margery Kraus

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Embassy of the Republic of Korea in the USA ("Client")
2450 Massachusetts Avenue NW
Washington, DC 20008

Re: Short Form Engagement Agreement ("Agreement")

We are pleased that you have selected APCO Worldwide LLC ("APCO") to provide a mutually agreed amount of following scope of work ("Services") within the budget set forth herein during the Term:

- Provide strategic communications, stakeholder engagement and media relations services in the United States to promote understanding of South Korea-US economic cooperation and South Korea's role in advancing American prosperity, security, and innovation.

From the date of full execution of this Agreement ("Effective Date") until December 31, 2026 ("Term"), APCO shall provide the Services for a fixed fee of USD $80,000 ("Fee"). The Fee shall be paid by Client in two installments as follows: (i) seventy-five percent (75%) of the total Fee shall be paid within thirty (30) days of Client's receipt of the corresponding invoice; and (ii) the remaining twenty-five percent (25%) shall be paid no later than December 31, 2026.

In addition, Client shall reimburse APCO for actual, reasonable out-of-pocket expenses ("OOPs") incurred in APCO's performance of this Agreement, including, without limitation, expenses for consultants, external printing and production, special periodicals or other materials, production of collateral materials, filing fees, pay-for-use databases and travel, parking and meal expenses. Any OOPs not prepaid by the Client or paid directly to the applicable vendor by the Client shall be subject to a processing fee of 17.65% to cover the administrative costs of managing such expenses on the Client's behalf. APCO shall invoice such OOPs monthly in arrears, provided, that if any single expense in excess of $5,000 or expenses in excess of $15,000 in any given month is anticipated, Client shall prepay such anticipated expenses.

If the foregoing reflects your understanding, please execute this Agreement for our files and send to APCO the payment specified in the forthcoming invoice. The attached terms and conditions in Exhibit A form a part of, and apply to, this Agreement. Thank you for choosing APCO. We look forward to working with you and your team.

AGREED AND ACCEPTED:

APCO Worldwide LLC

By: [signature]
Name: APCO Worldwide
Title: Managing Director
Date: _____

Embassy of the Republic of Korea in the USA

By: [signature]
Name: Dong-youn Kim
Title: Counselor
Date: 11/13/2026

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EXHIBIT A
Standard Terms and Conditions

1. Scope of Work; Staffing

Should the Services as described in this Agreement change in any material way, an adjustment to APCO's fees and promised delivery dates may be required. APCO undertakes to advise Client promptly should any such adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the Agreement. In order to facilitate changes in Client's priorities as the Services as performed, the parties may mutually agree in writing to remove any part of the Services in exchange for the performance of scope of work outside of the Services with an equivalent value as determined by APCO in its reasonable discretion. APCO may, from time to time and in its discretion, augment the staff assigned to perform the Services as needed. To assist in the production of some work products, APCO may use available research tools including generative AI, Google and other data sources.

2. Fees, Invoicing, and Taxes

Client shall pay the professional fees as set forth in the Agreement.

If any taxes are required to be deducted or withheld from any payments made by Client to APCO hereunder, then Client shall (i) withhold or deduct the required amount and promptly pay such taxes to the applicable tax authority, and (ii) pay additional amounts to APCO so that the net amount actually received by APCO after such withholding or deduction or tax is equal to the amount that APCO would have received had no such withholding or deduction been required or tax been imposed. For the avoidance of doubt, all amounts (fees, disbursements, OOPs, and any other charges) are exclusive of value added taxes or other indirect taxes including, without limitation, India service tax and Chinese taxes and surcharges and such taxes and surcharges shall be paid by Client concurrently with such amounts.

All charges payable by Client pursuant to this Agreement including, without limitation, fees, disbursements, and OOPs are exclusive of applicable taxes including, without limitation, any applicable value added tax, and Client shall pay all applicable taxes on such charges.

If APCO is organized under the laws of the United Arab Emirates, APCO and Client will coordinate, if necessary in advance of any payment, in order to benefit from any tax treaty provision referring to withholding tax exemption or to the reduction of the withholding tax rate. APCO will provide the Client with its tax residence certificate in order to obtain the tax exemption or the reduced tax rate. The Client shall also be responsible for obtaining from its tax authority an official receipt evidencing the payment of such tax and transmitting the same to APCO for tax credit purposes.

Except as otherwise set forth in the Agreement, all invoices submitted by APCO to Client shall be due and payable within thirty (30) days of receipt of the invoice. Client shall send all invoicing instructions to APCO including, without limitation, providing an e-mail address, purchase order (if applicable), or other electronic submissions instructions for APCO to send its invoices upon execution of this Agreement. On a quarterly basis, the parties will seek to review the Services and budget to ensure alignment on these terms and to identify new opportunities. Client shall give APCO written notice of any dispute with an invoice within ten (10) days of receipt of such invoice explaining in reasonable detail the reasons for such dispute or else such invoice shall be deemed undisputed. If APCO receives written notice of any dispute within such period, then a new ten (10) day period for review shall commence upon Client's receipt of the revised invoice and if no written notice of any further dispute explaining in reasonable detail the reasons for such further dispute, then such revised invoice shall be deemed undisputed and such process shall repeat until the invoice is either accepted in writing or deemed undisputed. Client acknowledges and agrees that it shall pay all amounts under this Agreement to APCO electronically via ACH or Wire. If the Client is in default of any payment obligations to APCO under this Agreement, APCO reserves the right to suspend all or part of the Services provided for in this Agreement until payment in full is received by APCO.

In addition, should payment not be made within such thirty (30) days, Client shall bear any and all currency devaluation risk between the local currency and the payment currency and shall adjust such payment to APCO to reflect any payment currency devaluation that may have occurred between the thirtieth (30th) day and the actual date of payment. Following non-payment, APCO reserves the right to apply these provisions at any time, with retrospective effect running from the thirtieth (30th) day after Client is invoiced.

3. Term and Termination

This Agreement shall be effective during the Term; provided, however, that either party shall have the right to terminate this Agreement upon the giving of (i) 90 days' prior written notice to the other party if the Term is six months or greater or (ii) 60 days' prior written notice to the other party if the Term is less than six months. If the Term is less than two months, then the parties agree that there is no right to terminate for convenience. If this Agreement is terminated in advance of its scheduled completion, Client shall pay to APCO, upon receipt of an invoice, any and all fees and other amounts due pursuant to the terms of this Agreement through the effective date of termination. For the avoidance of doubt, the rights, duties, obligations, and responsibilities of the parties shall continue in full force and effect during the notice period prior to the effective date of termination.

4. Confidentiality

APCO shall maintain in confidence all information and data relating to Client, its services, products, business affairs, marketing and promotional plans or other operations which are disclosed to APCO by or on behalf of Client (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by APCO from Client, or any of its affiliated companies, or created in the course of this Agreement. APCO shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without Client's prior written consent, disclose such information to any third-party nor use it for any other purpose. The above obligations of confidentiality shall not apply to the extent that APCO can show that the relevant information: (i) was at the time of receipt already in APCO's possession; (ii) is, or becomes in the future, public knowledge through no fault or omission of APCO; (iii) was received from a third-party having the right to disclose it; or (iv) is required to be disclosed by law. Notwithstanding anything to the contrary, APCO shall have the right to disclose Client's name and the general nature of APCO's work for Client in pitches and business proposal and in any

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reports or disclosures required to be filed by law or filed pursuant to a code of conduct for political consultants or public affairs professionals or in accordance with any transparency efforts that APCO is a party to and any other information required by law or the applicable rules. The Client acknowledges that APCO will file a copy of this Agreement with the U.S. Department of Justice in accordance with the Foreign Agents Registration Act (22 U.S.C. § 611 et seq., "FARA") and will make all filings and disclosures required under FARA.

5. Limitation of Liability

Neither party will be liable for consequential, indirect or punitive damages (including lost profits) for any cause of action, whether in contract, tort or otherwise, even if the party was or should have been aware of the possibility of these damages. Except in the event of (i) gross negligence or willful misconduct, (ii), the obligations set forth in Sections 6 and 7 of this Exhibit A, and (iii) payment obligations under this Agreement or otherwise for services rendered by APCO, to the maximum extent permitted by law, each party's respective maximum liability to each other in any manner related to this Agreement, for any and all claims, whether arising in contract, tort, strict liability, or by law, shall not in the aggregate exceed the amounts payable to APCO by Client under this Agreement.

6. Non-Solicitation

Until the first anniversary of the termination of this Agreement, Client and its affiliates shall not, without APCO's prior written consent, directly or indirectly, hire, engage or solicit the employment or services of any person who is or was during the Term of this Agreement employed by APCO or a consultant of APCO that performed any services in connection with this Agreement. Client and its affiliates acknowledges that the specialized nature of APCO's proprietary information, trade secrets and other intellectual property are such that a breach of the foregoing covenant would necessarily and inevitably result in disclosure, misappropriation and/or misuse of such proprietary information, trade secrets and other intellectual property and, accordingly, Client and its affiliates acknowledge and agree that such breach would impose unique and irreparable harm upon APCO and that APCO shall be entitled, in addition to its other rights and remedies, to require, by injunction or decree of specific performance, satisfaction in full of Client's and its affiliates' obligations hereunder. If Client or its affiliates violate the terms of this paragraph, then, in addition to APCO's other rights and remedies, Client shall pay to APCO the sum of (i) in the case of an employee, one hundred percent of the employee's annual total compensation plus recruitment costs for a replacement or (ii) in the case of a consultant, one hundred percent of the consultant's annual total compensation from APCO. Client and its affiliates acknowledge and agree that in the event of a breach, it would be difficult to calculate actual damages, and accordingly, the sums outlined in this paragraph are fair and reasonable estimates of what APCO's actual damages would be as a result of a breach and that these sums are not a penalty. In the event that any provision of this paragraph is found by a court of competent jurisdiction to exceed the time, geographic or other restrictions permitted by applicable law, then the court shall have the power to reduce, limit or reform (but not to increase or make greater) such provision to make it enforceable to the maximum extent permitted by law, and such provision shall then be enforceable in its reduced, limited or reformed manner; provided, however, that a provision shall be enforceable in its reduced, limited or reformed manner only in the particular jurisdiction in which a court of competent jurisdiction makes such determination. In addition, the parties agree that the provisions of this paragraph shall be severable in accordance with the terms of this Agreement.

7. Proceedings

In the event that APCO or its affiliates are called upon to respond to or assist Client or its affiliates in connection with any litigation, investigation, or proceeding commenced or threatened against Client or its affiliates by any third party or governmental authority (for example, in complying with a document subpoena), APCO will be entitled to staff time charges at its usual and customary hourly rates for matters of such type for time spent by APCO and its affiliates in connection with such matters and prepayment of out-of-pocket expenses anticipated to be incurred in connection with any such litigation, investigation, or proceeding.

8. Ownership

Upon APCO and its affiliates' receipt of payment in full of all amounts owing under the Agreement, APCO hereby irrevocably assigns to Client all right, title and interest in and to the Work Product subject to any terms for any third party content incorporated in such Work Product. "Work Product" means the final deliverable prepared for, and delivered to, Client by APCO or its affiliates in accordance with the terms of the Agreement, except for Proprietary Intellectual Property.

Anything to the contrary notwithstanding, all (i) methodologies, techniques, theories, models, processes, training materials, demonstrative templates (including, without limitation, including any improvements to the foregoing), non-final documents, procedures, management tools, workshops, manuals, data, native files, concepts, ideas, inventions, know-how, software (including source code), trademarks, logos; (ii) discoveries, innovations, analysis, questionnaires, designs (including, without limitation, research designs), design files, systems, sampling methods, information related to methods, tools, designs, techniques, know-how or analysis used in providing the Services, completed questionnaires produced pursuant to the Services, data collected from respondents and data relating to demographics, the concepts, inventions, suggestions, creative ideas, plans, drawings, blueprints, computer software designs, models or systems, prototypes, sampling methods, questionnaire forms, methods of process or questioning, systems of analysis, tabulating cards, computer tapes, disks and any other data record formats, or computer programs used by APCO or its affiliates in connection with the Services; (iii) any proprietary adaptive or artificial intelligence models, methodologies, systems designs, tools, or any other aspect of any proprietary adaptive or artificial intelligence, AI-generated content or material, (iv) all architecture, infrastructure, integrations, integration mechanisms, workflows, configurations, models, frameworks, structures, analytics, methodologies, systems, designs, software, code, techniques, know-how, analysis, and any other intellectual property or proprietary element of or relating to Margy, APCO's adaptive intelligence tool, and (v) other intellectual property in each case that (a) APCO or its affiliates developed, used, created, or acquired during the performance of the Services, (b) APCO or its affiliates has developed, created or acquired prior to the performance of the Services, or (c) will be developed, created or acquired during or after the performance of the Services for itself unrelated to this Agreement or for any of its other clients ("Proprietary Intellectual Property") are, and shall remain, the sole and exclusive property of APCO and its affiliates.

Notwithstanding any of the foregoing, APCO's and its affiliates' methods, techniques, theories, models, processes, training materials and demonstrative templates, including any

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improvements to the foregoing, represent our confidential and valuable trade secrets and all rights embodied therein are owned exclusively by APCO and its affiliates. Client agrees to maintain the confidentiality of our trade secrets and not to disclose them in whole or in part to any third party (including, without limitation, any consulting firm), or make copies of any written materials containing such trade secrets, except as otherwise provided herein.

If any Proprietary Intellectual Property is incorporated into or used in conjunction with the Work Product, APCO hereby grants to Client a worldwide, non-exclusive, non-assignable, royalty-free, perpetual right to use such Proprietary Intellectual Property solely as incorporated in the Work Product. Except for the limited license set forth in this Section 8, Client shall not have or acquire any right, claim, title or interest in or to any Proprietary Intellectual Property. Client hereby assigns any and all rights that Client may have in such Proprietary Intellectual Property to APCO and to execute all further documents reasonably requested by APCO to evidence such assignment and not to reverse engineer any Proprietary Intellectual Property in any manner, or modify or reuse the Proprietary Intellectual Property in any manner outside of the Work Product. Anything to the contrary notwithstanding, any license of any third-party content incorporated into any of the deliverables shall be subject to the terms of the license, and Client or its affiliate that enters into the applicable Annex shall be bound by the terms of the license and authorizes APCO and its affiliates to bind Client and its affiliates to the terms of such licenses. Any third-party content including, without limitation, images, videos, or music are not transferrable by Client and cannot be extracted from the Work Product unless provided in the license. Unless otherwise required by applicable law, APCO or its affiliates shall not have any obligation to provide any design files relating to any work performed by APCO or its affiliates after six (6) months from the termination or expiration of this Agreement.

Each party and its affiliates shall retain ownership of all intellectual property that such party had developed, created, or acquired prior to the Effective Date or that it has or will develop, create, or acquire outside the scope of this Agreement.

9. Governing Law

If APCO is a U.S. company, then this Agreement shall be governed by and construed and interpreted in accordance with the laws of New York. If APCO is company organized under the laws of Israel, United Kingdom, Germany, Italy, France, Belgium, Poland, or Switzerland, then this Agreement shall be governed by and construed and interpreted in accordance with the laws of England and Wales. If APCO is a company organized under the laws of the United Arab Emirates, Jordan, the Kingdom of Saudi Arabia or the Kingdom of Bahrain, then this Agreement shall be governed by and construed and interpreted in accordance with the laws of the United Arab Emirates. If APCO is a company organized under the laws of the People's Republic of China, then this Agreement shall be governed by and construed and interpreted in accordance with the laws of the People's Republic of China. Except as set forth in this Section 8, if APCO is a company organized under the laws of India, Hong Kong, Singapore, Vietnam, Malaysia, Thailand, or Japan, then this Agreement shall be governed by and construed and interpreted in accordance with the laws of Singapore.

10. Dispute Resolution

Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity, or enforceability thereof ("Dispute"), shall be referred to and finally resolved by arbitration. If APCO is a U.S. company, then (i) any such Dispute shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures in effect at the time of arbitration, except as they may be modified herein and (ii) the seat, or legal place, of the arbitration shall be New York, NY and shall be conducted in the English language. If APCO is company organized under the laws of Israel, the United Kingdom, Germany, Italy, France, Belgium, Poland, or Switzerland, then (i) any such Dispute shall be referred to the London Court of Arbitration ("LCIA") and shall be resolved by the LCIA Rules in effect at the time of arbitration, except as they may be modified herein and (ii) the seat, or legal place, of the arbitration shall be London, United Kingdom and shall be conducted in the English language. If APCO is a company organized under the laws of the United Arab Emirates, Jordan, the Kingdom of Saudi Arabia, or the Kingdom of Bahrain, then (i) any such Dispute shall be referred to the Dubai International Arbitration Centre ("DIAC") and shall be resolved and settled by arbitration in accordance with the provisions set forth under the DIAC Arbitration Rules in effect at the time of arbitration, except as they may be modified herein and (ii) the seat, or legal place, of the arbitration shall be the DIFC/Dubai International Financial Centre and shall be conducted in the English language. If APCO is a company organized under the laws of the People's Republic of China, then (i) any such Dispute shall be submitted to the China International Economic and Trade Arbitration Centre ("CIETAC") and shall be resolved by the rules of the CIETAC in effect at the time of applying for arbitration, except as they may be modified herein and (ii) the seat, or legal place, of the arbitration shall be Beijing and shall be conducted in the English language. If APCO is a company organized under the laws of India, Hong Kong, Singapore, Vietnam, Malaysia, Thailand, or Japan, then (i) any such Dispute shall be referred to the Singapore International Arbitration Centre ("SIAC") and shall be resolved by the Arbitration Rules of the SIAC in effect at the time of arbitration, except as they may be modified herein and (ii) the seat, or legal place, of the arbitration shall be Singapore and shall be conducted in the English language.

If APCO is a U.S. company, then this Agreement is governed by the Federal Arbitration Act. The arbitration shall be conducted by one arbitrator for any Dispute equal to or less than USD $250,000 and by three arbitrators for any Dispute greater than USD $250,000. The arbitrators shall be impartial and independent. The arbitration award shall be final and binding on the parties, and the parties undertake to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant party or its assets. Except for DIAC arbitration, the time limit within which the arbitral tribunal must render its final award is 30 days. Such time limit shall start to run from the later of the date of the last hearing or the final post-hearing submission. Except for DIAC arbitration, the tribunal shall inform the parties in writing when it considers the proceedings closed. The arbitrators shall award to the prevailing party its costs and expenses of the arbitration, including its reasonable legal fees and other costs of legal representation, as determined by the arbitrators. If the arbitration is held in the United States, the parties shall not seek discovery for purposes of the arbitration proceeding under 28 U.S.C. 1782. The parties hereby irrevocably waive any defense on the basis of forum non conveniens in any proceedings to enforce an arbitration award rendered by a tribunal constituted pursuant to this Agreement. If the arbitration is held in the United Kingdom, the parties expressly agree that leave to appeal under section 69(1) or an application for the determination of a preliminary point of law under section 45 of the Arbitration Act 1996 may not be sought with respect to any question of law arising out of an award or in the course of the proceedings. The parties waive their right to any form of recourse based on grounds other than those

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contained in the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 insofar as such waiver can validly be made. The parties agree that the arbitration shall be kept confidential. The existence of the arbitration, any non-public information provided in the arbitration, and any submissions, orders or awards made in the arbitration ("Confidential Arbitration Information") shall not be disclosed to any non-party except the tribunal, the parties, their counsel, experts, witnesses, accountants, auditors, insurers, reinsurers, and any other person necessary to the conduct of the arbitration. Notwithstanding the foregoing, a party may disclose Confidential Arbitration Information to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision shall survive the termination of this Agreement and of any arbitration pursuant to this Agreement. To the fullest extent permitted by law, Client hereby irrevocably waives any claim to sovereign or any other immunity in regard to any proceedings to enforce an arbitration award rendered by a tribunal constituted pursuant to this Agreement, including, without limitation, immunity from suit, immunity from service of process, immunity from jurisdiction of any court, and immunity of its property and revenues or from attachment or sequestration before or after judgment.

11. General

Neither party shall be liable to the other party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations for services performed) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife or any other cause beyond a party's reasonable control. Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received. All of the provisions contained in the standard terms and conditions set forth in this Exhibit A and the financial terms set forth in this Agreement shall continue notwithstanding the termination or expiration of the Agreement.

12. Personal Data

For purposes of this Agreement, "EU Personal Data" is defined as data about an identified or identifiable individual residing in the European Union, received by APCO or its affiliates from Client and recorded in any form and "Personal Data" is defined as data about an identified or identifiable individual, received by APCO or its affiliates from the Client and recorded in any form. For purposes of this Section 12, "China Personal Data" refers to the Personal Data the processing of which is subject to the data protection laws of the People's Republic of China (for the purpose of this Section 12, excluding Hong Kong SAR, Macau SAR and Taiwan) ("China"). In the event that any EU Personal Data or China Personal Data is transferred or processed by APCO or its affiliates in connection with the Services under this Agreement, the parties hereby agree that each party shall be bound by the Data Processing Addendum found at https://apcoworldwide.com/legal/data-processing-addendum-2024/ and the provisions therein are hereby incorporated by reference. Client will only disclose EU Personal Data or China Personal Data to APCO or its affiliates to the extent strictly necessary for APCO or its affiliates to carry out the Services under this Agreement. Client represents and warrants that it shall comply with all applicable data privacy and/or data protection laws, rules, regulations, and orders in connection with this Agreement. Without affecting the generality of the foregoing, Client represents and warrants that it shall not disclose to APCO or its affiliates any China Personal Data or other types of data that are subject to any restrictions on the disclosure, and shall take all the necessary compliance actions to legitimize the disclosure of such data to and processing of such data by APCO as anticipated by this Agreement. For the avoidance of doubt, Client represents and warrants that it shall not disclose to APCO or its affiliates: (i) any national core data under the laws, rules, and regulations of China or (ii) important data under the laws, rules, and regulations of China.

If APCO or its affiliates is to provide or provides any services on any social media (including, without limitation, Facebook, Twitter, YouTube, and Instagram) or digital platforms or services (including, without limitation, email service providers, CRM technologies, data brokers), Client hereby authorizes APCO or its affiliates to act as its agent to enter into and agree to all terms in user or other agreements with social media and digital platforms or services ("Digital Platforms") on Client's behalf in order to perform the Services and to disclose and use Personal Data on such Digital Platforms. Client represents and warrants that (i) all Personal Data has or will be offered, collected, processed, and handled in all respects in compliance with all applicable laws, regulations, and industry guidelines, (ii) Client has or will obtain all necessary rights, permissions, and consents in order to provide, share, process, or otherwise disclose the Personal Data, and (iii) none of the Personal Data will include any individual who has opted out of having their data used for targeted advertising or marketing.

13. Entire Agreement

This Agreement constitutes the entire and only agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written agreement signed by the parties. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement. Except for the Annexes additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. Each party to this Agreement has reviewed and revised this Agreement as it deems appropriate. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement.

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