

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, 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

Wilson Global Communications, LLC

2. Registration No.

6584

3. Name of Foreign Principal

China-United States Exchange Foundation

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

Please see the attached contract. Registrant has been engaged to provide communications and public relations services, which may include outreach to U.S. elected officials. As part of its services, Registrant coordinates American student visits and HBCU leadership delegations to China. The goal of the Principal's mission and the Registrant's work includes efforts to build and improve dialogue between China and African American education and civic leaders to enhance relations between China and the U.S. in general.

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

Please see the attached contract. Registrant has been engaged to provide communications and public relations services, which may include outreach to U.S. elected officials. As part of its services, Registrant coordinates American student visits and HBCU leadership delegations to China. The goal of the Principal's mission and the Registrant's work includes efforts to build and improve dialogue between China and African American education and civic leaders to enhance relations between China and the U.S. in general.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Please see the attached contract: Registrant has been engaged to provide communications and public relations services, which may include outreach to U.S. elected officials. As part of its services, Registrant coordinates American student visits and HBCU leadership delegations to China. The goal of the Principal's mission and the Registrant's work includes efforts to build and improve dialogue between China and African American education and civic leaders to enhance relations between China and the U.S. in general.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B | Name and Title | Signature |
|-------------------|--------------------------------|-------------------------------------------------------------|
| February 01, 2019 | Julia A. Wilson, CEO & Founder | /s/ Julia Wilson eSigned |

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



China-United States Exchange Foundation

**China-U.S. Exchange Foundation
&
Wilson Global Communications USA**

This Agreement is made by and between the **China-United States Exchange Foundation (Client)** located at 20F, Yardley Commercial Building, No. 3 Connaught Road West, Sheung Wan, Hong Kong, and **Wilson Global Communications, LLC (Consultant)** a Limited Liability Corporation (LLC) incorporated in the United States of America with EIN Tax ID# 20-2110186 located at 1701 Pennsylvania Avenue NW, Second Floor, Washington, District of Columbia 20006 USA, and will hereafter be referred to as "Client" and "Consultant," respectively.

NATURE OF ENGAGEMENT

Subject to the terms and conditions contained in this Agreement, the Client herewith agrees to engage the Consultant, during the tenure of this Agreement from January 1, 2019 to December 31, 2020, to provide communications and related public relations consulting services for the purposes of planning and implementing meetings and activities that will effectively assist the Client in building, enhancing, and retaining positive relationships with key opinion leaders in African American communities, students from underserved communities, and African American media outlets. The Client's goal is to enable these audiences to better understand China, preferably first-hand, in an effort to inform them and provide background knowledge to formulate personalized perspectives that can be articulated as balanced opinions when presented with Sino-US relationship issues.

It is agreed that the Scope of Work (SOW) the Consultant shall undertake will be to assist the Client in arranging dialogue with key African American audiences and organizing activities in the U.S. and/or in China according to goals, plans and timetable agreed by the Client. Each activity will be conducted with the approval of the Client, and with reasonable notice given to the Consultant for any additional major event that is not noted in this Agreement. In the event certain tasks cannot be accomplished as planned due to circumstances beyond their control, the Consultant will inform and consult the Client in advance so that alternative arrangements can be made upon mutual agreement. The Consultant agrees not to incur any expense chargeable to the Client without the prior approval by the Client's authorized representatives.

The Consultancy's owner, Ms. Julia Wilson, will carry the title of Client's PR Liaison Representative to facilitate the SOW. In the event that the Consultant wishes to represent other entities whose work may conflict with the Client's scope of work, the Client will be notified to discuss. The Client warrants that opposition will not be withheld unreasonably.





China-United States Exchange Foundation

COMPENSATION AND PAYMENT TERMS

The Client agrees to pay the Consultant for services rendered under this Agreement, a Service Fee in the amount of \$13,000 USD per month from January to December 31, 2019, and \$15,000 from January to December 31, 2020 throughout the tenure of this two-year Agreement. For clarity, a month is defined as from the first day of a calendar month to the last day of the same calendar month.

Payment of the Total Service Fee as stipulated above shall, subject to receipt by the Client an invoice from the Consultant no later than 12 days before a payment is due, become due and payable on the last working day of a month as defined above. Unless otherwise agreed in writing by the parties, the Client agrees to affect the payment of Service Fee so it will reach the Consultant's designated bank account no later than the due date concerned. All payments will be via bank direct deposit or transfer to the Consultant's SunTrust Bank Account No.: [REDACTED] (International Routing No. [REDACTED]) If there is change in banking institutions, the Consultant will notify the Client at least 10 days prior to the change.

The Service Fee will cover unlimited hours of services hours and related materials consumed in the course of normal office operation to complete activities for the purpose of performing work as stipulated in the Scope of Work.

The Client shall be responsible for paying the Consultant for any and all out-of-pocket costs, including, but not limited to, international and local air and ground transportation, quality lodging, meals, travel documentation fees, photocopying, long-distance telephone, teleconferencing, computer research and other computer services, postage, express mail and courier charges, and any third-party vendor expenses such as video camera crews, photographers, video editing and venue rentals, provided that such expenses or an estimate of such shall have been approved in advance by The Client in writing and that claims for paying such expenses shall be submitted to the Client with supporting receipts or equivalent documents. The Consultant shall from time-to-time and as needed, provide the Client with a budget of anticipated out-of-pocket costs. The Client shall attempt to approve and pay these costs in advance whenever necessary and requested by the Consultant in writing. Out-of-pocket costs not paid in advance shall be included in additional monthly invoices issued by the Consultant to the Client.

TERMINATION

This Agreement may be terminated at any time by either party, without cause assigned, by providing three (3) months advance written notice to the other party. Upon written 3-month notification, the Agreement may be terminated upon mutual agreement of terms.

Termination of this contract for any reason should not affect:

- i. Either party's accrued rights, remedies or liabilities including payments due at the effective date of termination; or



1701 Pennsylvania Ave. NW • Suite 200 • Washington, DC 20006
Telephone: (202) 461- 2215 • Fax: (202) 580-6559 • wgc@wilsonglobalcomm.com
www.wilsonglobalcommunications.com

2 | Page





China-United States Exchange Foundation

- ii. The coming into force or the continuance in force of any provision of the contract which is expressly or by implication intended to come into or continue in force on or after termination.

LIMITED LIABILITY

The Client indemnifies the Consultant against all proceedings, claims, threatened claims, losses, damages and expenses (including costs of judgments, settlements, court costs, and attorney fees and costs), regardless of the outcome of such claims or actions, arising out of or relating in any way, directly or indirectly, to any allegedly negligent or wrongful act or omission of the Client, including but not limited to any delay by the Client in approving any work or payment of fees or out-of-pocket costs under this Agreement, or which is based upon or is in connection with any information, representation, reports, data and materials supplied, prepared or approved in writing by the Client.

Any property or information made available by the Client to the Consultant for the purposes of demonstration or publicity or for any other purpose arising from or in connection with this Agreement shall be and at all times remain at the sole and entire risk of the Client, and the Consultant shall not be subject to any liability for the credibility of its content. In addition, the Client's expectation is that the Consultant should work closely with the Client to assist in guarding Client's reputation. The Client understands that Consultant will comply with all reporting and disclosure requirements required under the Foreign Agents Registration Act, including but not limited to, the requirements to disclose and/or file documentation regarding the Consultant's engagement, activity, income, and expenses with the Department of Justice as required by U.S. law, and to label and file any disseminated materials with the Department of Justice.

Consultant shall have no liability to Client for any loss, damage, costs, expenses or other claims for compensation arising from any material or instructions supplied by Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of Client, provided Consultant has duly notified Client within 10 days of receipt of such material or instructions.

FORCE MAJEURE

"Force majeure" means war, emergency, accident, fire, earthquake, flood, storm, industrial strike or other impediment which the affected party proves was beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of the contract or to have avoided or overcome it or its consequences.

- i. A party affected by *force majeure* shall not be deemed to be in breach of the contract, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this contract to the extent that the delay or non-performance is due to any *force majeure* of which it has notified the other party in accordance with the Notification clause of this contract.

3 | Page



1701 Pennsylvania Ave. NW • Suite 200 • Washington, DC 20006
Telephone: (202) 461-2215 • Fax: (202) 580-6559 • wgc@wilsonglobalcomm.com
www.wilsonglobalcommunications.com





China-United States Exchange Foundation

- ii. The time for performance of that obligation should be extended accordingly, subject to section iv below.
- iii. If any *force majeure* occurs in relation to either party which affects or is likely to affect the performance of any of its obligations under the contract, it shall notify the other party within a reasonable time as to the nature and extent of the circumstances in question and their effect on its ability to perform.
- iv. If the performance by either party of any of its obligations under this contract is prevented or delayed by *force majeure* for a continuous period in excess of three months, the other party shall be entitled to terminate this contract by giving written notice to the party affected by the *force majeure*.

NOTICES

Any notice under this Agreement shall be in writing (which may include email), and may be served by sending to the address of the other party as specified herein, as noted below in a manner that ensures receipt of the notice can be confirmed.

- i. For Client: China-United States Exchange Foundation, Attn: Mr. Audie Wong, 20F, Yardley Commercial Building, No. 3 Connaught Road West, Sheung Wan, Hong Kong.; email: audie.wong@cusef.org.hk
- ii. For Consultant: Wilson Global Communications, Attn: Ms. Julia A. Wilson, CEO, 1701 Pennsylvania Ave., NW, 2nd Floor, Washington, D.C. 20006; email: jwilson@wilsonglobalcomm.com

Signed by the authorized representatives:

Handwritten signature of Mr. Audie Wong.

Mr. Audie Wong
Executive Director
China – United States Exchange Foundation

January 1, 2019

Handwritten signature of Ms. Julia A. Wilson.

Ms. Julia A. Wilson
Chief Executive Officer and Founder
Wilson Global Communications, LLC

January 1, 2019



1701 Pennsylvania Ave. NW • Suite 200 • Washington, DC 20006
Telephone: (202) 461-2215 • Fax: (202) 580-6559 • wgc@wilsonglobalcomm.com
www.wilsonglobalcommunications.com

