

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 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 .49 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 and Address of Registrant Racepoint Global, Inc 2 Center Plaza, Suite 210 Boston, MA 20	2. Registration No. 6650
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3. Name of Foreign Principal Huawei Technologies USA	4. Principal Address of Foreign Principal 5700 Tennyson Parkway, Suite 500, Plano TX 75024
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5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
- | | |
|---|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
- b) Name and title of official with whom registrant deals

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

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

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.

8. 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.

Huawei Tech provides information and communications technology solutions and services, including fixed and mobile broadband, optical networking, antenna and PV solutions, and consulting, customer support, and network rollout services.

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

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

o Huawei Tech is owned by Huawei Technologies Co. Ltd. ("HTC") in China which in turn is owned by Huawei Investment & Holding Co. Ltd. in China ("HIHC"). Although distinct legal entities, Racepoint understands that HTC and HIHC are involved in supervising, directing, controlling, and possibly financing, Huawei Tech's activities in the United States.

10. 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.

o As noted above in Question 9, Huawei Tech is owned by HTC which in turn is owned by HIHC.

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 A 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 A	Name and Title	Signature

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(e) 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 Racepoint Global, Inc	2. Registration No. 6650
3. Name of Foreign Principal Huawei Technologies USA Inc	

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.

The nature and method of Racepoint's work on behalf of Huawei Technologies USA, Inc includes issuing press releases, conducting media interviews, monitoring news, hosting reporters, and providing counsel during crisis situations.

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

Racepoint's activities on behalf of Huawei Tech include providing ongoing public relations support for strategy, media relations, influencer relations, analyst relations, crisis, content, and social media.

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.

Strategic media relations and draft content generation for the purpose of educating policy makers and legislators on client positions. We have no direct contact with government officials, political or non-political.

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

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.



MASTER SERVICES AGREEMENT

This Master Services Agreement (the "**Agreement**") is entered into as of the September 27, 2018 ("**Effective Date**") by and between Huawei Technologies USA, Inc., a Texas corporation having a registered office at 5700 Tennyson Parkway, Suite 500, Plano, TX, 75024 ("**Huawei**"), and Racepoint Global, Inc., a Massachusetts corporation, with its principal office at 53 State Street, Boston, MA 02109 ("**Racepoint**"), with reference to the following:

WHEREAS, Racepoint provides certain public relations services;

WHEREAS, Huawei desires to engage Racepoint to provide such Services in accordance with the specifications as set forth herein, and as set forth on any subsequent Statements of Work (each, a "**SOW**");

WHEREAS, in consideration for those Services Racepoint shall provide to Huawei, Huawei shall pay for such Services in accordance with the fees set forth in the respective SOW;

WHEREAS, Racepoint hereby agrees to provide and sell such Services to Huawei on a non-exclusive basis, in accordance with the terms and conditions of this Agreement and respective SOW; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Huawei and Racepoint hereby agree as follows:

SECTION 1 DEFINITIONS

- 1.1 "**Intellectual Property**" shall mean all worldwide rights arising under contract, property rights or common law, associated with (1) patents and patent applications; (2) works of authorship, including copyrights, mask works, moral rights, and neighboring rights; (3) the protection of trade and industrial secrets and confidential information; (4) any rights analogous to those set forth herein and any other proprietary rights relating to intangible or intellectual property now existing or later recognized in any jurisdiction; and (5) divisions, continuations, renewals, reissuances, reexaminations, applications, registrations and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired.
- 1.2 "**Service Fees**" shall mean those fees charged by Racepoint to Huawei for the Services specified in a SOW.
- 1.3 "**Services**" shall mean those public relations deliverables performed by Racepoint for Huawei specified in a SOW.

SECTION 2 PERFORMANCE OF SERVICES

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2.2 Provision of Services.

Racepoint agrees to provide for Huawei the Services as requested. Huawei agrees to pay Racepoint for the Services performed.

2.3 Service Fees; Expenses.

- i. Huawei agrees to pay Racepoint the Service Fees applicable to each of the Services provided in accordance with the respective SOW.
- ii. In addition, Huawei shall reimburse Racepoint for any taxes, excises, imposts, duties, levies, withholdings or other similar charges (excepting any charges for taxes due on Racepoint's income), that Racepoint may be required to pay in connection with the performance of Services or with respect to payments made by Huawei.

2.4 Invoicing and Payment Terms.

- i. Racepoint shall invoice Huawei for the Service Fees and any and all other amounts described in the respective SOW.
- ii. Huawei shall pay each correct and undisputed invoice in full, within thirty (30) calendar days (or as stipulated in SOW) from the date of receipt of such correct and undisputed invoice.

SECTION 3 TERM

This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of two (2) years ("**Initial Term**") unless terminated earlier as provided herein. Thereafter, the Agreement may be renewed for additional one (1) year terms upon mutual agreement of the parties in writing within thirty (30) days of either party's receipt of the other party's notice of its desire to extend such term. The Initial Term and any subsequent renewal term(s) shall collectively be referred to as "**Term**" herein.

SECTION 4 LOGOS AND TRADEMARKS

Huawei hereby grants Racepoint the non-exclusive right during the Term of this Agreement to use Huawei's trademarks, trade names, corporate slogans or logos, for the sole purpose of providing the Services contemplated herein. Neither party shall acquire any rights under this Agreement in any trademark, trade name or logo of the other party. During the Term of this Agreement and thereafter, each party will not knowingly do anything that will in any way materially infringe, impeach or lessen the value of the patents, trademarks or trade names of the other party and this obligation shall survive any termination of this Agreement.

SECTION 5 RELATIONSHIP TO PARTIES

During the Term, the relationship between Racepoint and Huawei is solely that of independent

contractors. Huawei, its agents, and employees shall, under no circumstances, be deemed representatives or agents of Racepoint for any purpose whatsoever. Neither Huawei nor Racepoint shall have any right to enter into, nor shall either party purport to have the right to enter into any contract or commitment in the name of, or on behalf of the other, or to bind the other in any respect whatsoever. In no event shall this Agreement be construed to create a franchisor/franchisee or agency relationship between Huawei and Racepoint.

SECTION 6 TERMINATION

- 6.1 Mutual Termination for Breach. Either party may terminate this Agreement in the event of a material breach by the other party, providing the non-breaching party gives written notice to the breaching party of the default and such default is not cured within thirty (30) days. If the breach is not capable of being cured within thirty (30) days, the notice will be effective upon receipt of notice.
- 6.2 Termination by Racepoint. Racepoint may terminate this Agreement effective immediately upon delivery of written notice to Huawei, in any of the following events: (i) any assignment or attempted assignment by Huawei of any interest in this Agreement without Racepoint's prior written consent; (ii) the insolvency of Huawei, or the filing of a voluntary or involuntary petition in bankruptcy, or the appointment of a referee, trustee, conservator, or receiver for a substantial portion of the property of Huawei; or (iii) the failure of Huawei for any reason to function in the ordinary course of business as a company; or (iv) failure by Huawei to make payment after the expiration of the cure period of thirty (30) days as described above.
- 6.3 Termination by Huawei. Huawei may terminate this Agreement effective immediately upon delivery of written notice to Racepoint, in any of the following events: (i) any assignment or attempted assignment by Racepoint of any interest in this Agreement without Huawei's prior written consent; (ii) the insolvency of Racepoint, or the filing of a voluntary or involuntary petition in bankruptcy, or the appointment of a referee, trustee, conservator, or receiver for a substantial portion of the property of Racepoint; or (iii) the failure of Racepoint for any reason to function in the ordinary course of business as a company; or (iv) failure by Racepoint to provide the Services as stated in a SOW. In addition to the Huawei's termination rights described above in this Section 6.3, Huawei shall have the right to terminate this Agreement at any time, for any reason, or no reason at all, upon providing Racepoint thirty (30) days prior written notice of its intent to terminate.

All rights and responsibilities of the parties hereunder, including the provision of Services by Racepoint and the payment of the Service Fees by Huawei, shall continue during the notice period(s). Upon termination, Racepoint will cooperate with the orderly turnover of Huawei's materials to Huawei or a successor.

- 6.4 Return of Confidential Information. Upon termination or expiration of this Agreement or a related SOW, either party may request the other party to return all originals and copies of the requesting party's Confidential Information.

SECTION 7 INDEMNIFICATION

- 7.1 Racepoint Indemnity. Racepoint shall indemnify, defend and hold Huawei, its officers, directors, agents, employees, and affiliates harmless from and against any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any proved or alleged claim arising out of Racepoint's gross negligence or willful misconduct, unauthorized or unlawful acts, or from its breach of this Agreement; provided, however, that (i) Huawei gives Racepoint prompt notice of any such loss or claim, promptly from Huawei's first notice or receipt of such loss or claim, (ii) Racepoint has complete control over the defense of such claim, and (iii) Huawei cooperates fully with Racepoint and its insurance carrier.
- 7.2 Huawei Indemnity. Huawei shall indemnify, defend and hold Racepoint, its officers, directors, agents and employees harmless from and against any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any proved or alleged claim arising out of Huawei's gross negligence or willful misconduct, unauthorized or unlawful acts, or from its breach of this Agreement; provided, however, that (i) Racepoint gives Huawei prompt notice of any such loss or claim, promptly from Racepoint's first notice or receipt of such loss or claim, (ii) Huawei has complete control over the defense of such claim, and (iii) Racepoint cooperates fully with Huawei and its insurance carrier.
- 7.3 General Indemnity Provisions. The parties shall cooperate with one another in the settlement of any claims indemnified hereunder. Neither party shall settle a claim that impacts the other party without the other party's prior written consent.

SECTION 8 LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING LOSS OF PROFIT, REVENUES OR GOODWILL, OR FOR PUNITIVE OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER THE PARTIES KNEW, OR SHOULD HAVE KNOWN, THAT SUCH DAMAGES WERE POSSIBLE.

IN NO EVENT WILL CUSTOMER'S TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER SUCH LIABILITY BE IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO COMPANY PURSUANT TO THIS AGREEMENT AND THE APPLICABLE SOW; THESE LIMITATIONS SET FORTH ABOVE SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH PARTY ACKNOWLEDGES AND AGREES THAT THEY HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FIND IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

SECTION 9 COMPANY INSURANCE

Racepoint shall maintain during the term of this Agreement:

- (1) Workers' Compensation insurance as prescribed by the law of the state in which the Services are being performed;

- (2) employer's liability insurance with limits of at least \$1,000,000 for each occurrence;
- (3) automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence;
- (4) Commercial General Liability ("CGL") insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$3,000,000 combined single limit for bodily injury and property damage per occurrence;
- (5) CGL insurance endorsed to include products liability and completed operations coverage in the amount of \$5,000,000 per occurrence, which shall be maintained for at least one (1) year following the expiration or termination of this Agreement; and
- (6) Product Liability Insurance in the amount of \$5,000,000 per occurrence. Racepoint may satisfy the limits of insurance required in this section with the combination of primary and excess/umbrella liability insurance policies.

SECTION 10 LIMITED WARRANTY

10.1 Limited Warranty. Racepoint shall provide the Services in good faith, with a reasonable degree of care and diligence. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT AND FOR ALL OTHER OBLIGATIONS OR LIABILITIES. COMPANY DOES NOT ASSUME, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SERVICES.

10.2 Performance Remedy. In the event that Racepoint fails to provide the Service, or the quality of the Service is not in accordance with its warranty in Section 10.1, Huawei may give Racepoint prompt written notice thereof. Racepoint shall then have thirty (30) days to cure the defective Service. If after such period Racepoint has failed to cure the defective Service, Huawei may seek an alternative provider for such Service and Racepoint shall discontinue performing such Service at the written request of Huawei.

SECTION 11 OWNERSHIP OF WORK PRODUCT

11.1 Intellectual Property Rights. Each party shall retain sole ownership of, and all rights to, any Intellectual Property of any kind previously owned by that party or created solely by that party. Huawei shall be the sole owner of all right, title and interest in and to any Intellectual Property rights related to Services and any improvements, modifications or derivative works of any Services.

11.2 Reasonable Access. Huawei shall have reasonable access to all data, records, files, statements, records, invoices, billings, and other information generated by or in custody of Racepoint relating to the Services. Unless otherwise specified by Huawei or required by law, Racepoint shall maintain all such business records pertaining to the Services and shall retain the records pertaining to each Service for a period of two (2) years after the cessation of such Service. At the reasonable request of Huawei, Racepoint shall provide copies of records pertaining to the Services.

SECTION 12 MISCELLANEOUS

- 12.1 Notices. All notices, certifications, requests, demands, payments and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if sent by overnight delivery, by a nationally-recognized overnight delivery service; if mailed, by first class certified mail, postage prepaid or delivered personally; or if sent by e-mail simultaneously followed by the original communications by first class certified mail, postage prepaid, to the address for each party on the signature page to this Agreement, or to such other address or addresses as may hereafter be specified by a party by notice given to the other parties in accordance with this Section 12. Notices given by United States certified mail as aforesaid shall be effective and deemed given on the third (3rd) business day following the day on which they were deposited in the mail. Notices delivered in person shall be effective and deemed given upon delivery. Notices sent by facsimile shall be effective and deemed given when transmitted, provided facsimile notice is confirmed by telephone and is transmitted on a business day during regular business hours. Notices sent by overnight delivery by a nationally-recognized overnight delivery service shall be effective and deemed given upon the day after the date sent.
- 12.2 Entire Agreement. This Agreement, and any SOW integrated herein and the documents delivered pursuant hereto, contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the parties hereto (except for any non-disclosure agreement, which shall remain in full force and effect).
- 12.3 Amendments and Modifications. This Agreement may not be extended, supplemented or modified in any way except by a document in writing signed by the both parties.
- 12.4 No Assignment. Neither this Agreement nor any right nor interest herein may be assigned by Huawei or Racepoint unless such assignment is approved in writing by the other party.
- 12.5 Waiver. The waiver or the failure by either party to claim a breach of any provision of this Agreement shall not be construed as a waiver of any other provision or the waiver of the same provision at a subsequent time beyond the original breach.
- 12.6 Force Majeure. Neither party shall be liable for any delay or failure to perform due to any cause beyond its reasonable control, including, but not limited to acts of God; strikes; interruptions of transportation; the inability to obtain necessary labor, material or facilities; or delays in Federal Communication Commission or other governmental approvals. Any scheduled date for provision of Services shall be considered extended by a period of time equal to the time of any delay caused by a force majeure event. If Racepoint is unable to fully perform for a period of time in excess of thirty (30) days because of any force majeure event, Huawei may terminate this Agreement without further liability to Racepoint.
- 12.7 Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Texas excluding its choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or any Purchase Order.
- 12.8 Resolution of Disputes.

- i. Subject to each party's right to seek injunctive or equitable relief in a court of competent jurisdiction, the parties agree to attempt to resolve all disputes under this Agreement in accordance with the dispute resolution procedures set forth herein. The parties shall first attempt to resolve a dispute within ten (10) business days through meetings between the respective project managers and any other representatives deemed necessary for these discussions. If unsuccessful, the parties agree to conduct face-to-face negotiations between senior executive officers of both parties. If unsuccessful, or if fifteen (15) business days have passed since the parties submitted the dispute to the senior executive officers, the parties may submit the dispute to the appropriate court in Texas.
- ii. Subject to the dispute resolution procedures set forth above, any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity hereof shall be brought in any state or federal court located within the state of Texas, County of Collin, and each of the parties consent to such jurisdiction of such courts and waives any objection to the venue laid therein.
- iii. **EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD-PARTY CLAIM, OR OTHERWISE.**

12.9 Cyber Security. Both parties hereby acknowledge the importance of cyber security and the protection of personal data and privacy. Each party agrees that in performing its obligations under this Agreement, or, in receiving products and Services supplied under this Agreement, it shall comply with any applicable laws, regulations and regulatory requirements with respect to the protection of personal data and privacy. In particular, each party shall obtain and maintain all necessary consents, authorizations and permits as required by any applicable laws and regulations, in order to ensure legal compliance in processing any end user's personal data under or in connection with this Agreement, including, but not limited to, tracking, disclosing, disseminating, intercepting or destroying any and all such personal data. Each party shall be solely liable for its own failure to comply with any relevant laws and regulations. Where a security vulnerability affecting the product or Services supplied under this Agreement is identified, the parties shall cooperate in good faith and shall use their best efforts to mitigate the security risks so identified. For any other security incidents, both parties shall cooperate in good faith and agree to take all reasonable steps necessary to remedy the security risk or breach in accordance with their responsibilities under this Agreement, and each Party shall bear its own costs as allocated in accordance with each Party's liabilities.

SECTION 13 CONFIDENTIALITY

Each party ("**Recipient**") acknowledges that it may have access to the confidential or proprietary information ("**Confidential Information**") of the other party ("**Discloser**") and Recipient agrees that it shall (i) use the Confidential Information of Discloser only for the purpose of fulfilling its obligations as contemplated under this Agreement, (ii) use the same degree of care, but never less than a reasonable standard of care, to prevent the unauthorized disclosure or dissemination of Confidential Information as it does to protect its own similar confidential information, and (iii) not disclose to any parties except its employees, subsidiaries, and affiliates who need to know it for the purposes set forth in this Agreement, provided that (a) such employees, subsidiaries, and affiliates may only use the Confidential Information to the same extent as Recipient; and (b) Recipient causes such employees, subsidiaries and affiliates to abide and be bound by the terms of this Section 13, and Recipient assumes all responsibility

for their breach of the terms of this Section 13. Confidential Information shall be subject to the restrictions and obligations specified herein if it is in writing or other tangible form and clearly marked as proprietary or confidential when disclosed to the recipient or if disclosed orally or visually, summarized in a writing, marked to indicate its proprietary or confidential nature and delivered to the recipient within thirty (30) days of such disclosure. However, failure by the Discloser to mark or verbally disclose that such information is protected, confidential or proprietary will not be determinative of the protected, confidential or proprietary character of the disclosed information if, owing to its inherent character or the circumstances of its disclosure, a reasonable person would conclude that it should be considered confidential.

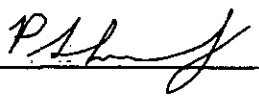
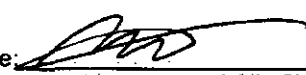
Information shall not constitute Confidential Information and Recipient shall have no obligation relating to such information which is: (i) received from a third party without restriction and without breach of this Agreement; (ii) independently developed by Recipient; (iii) approved for release by written authorization of Discloser; (iv) disclosed pursuant to the lawful requirement or request of a government agency; (v) was previously known to the Recipient without restriction; or (vi) is or becomes publicly available by authorized disclosure by Discloser and without restriction.

All tangible Confidential Information shall remain the property of Discloser, and all such information and final copies thereof shall be immediately returned at the written request of Discloser upon termination of this Agreement. Recipient's obligations under this Section 13 with respect to each item of Confidential Information shall survive the expiration or termination of this Agreement.

SECTION 14 COUNTERPARTS AND ELECTRONIC DELIVERY

This Agreement may be executed in any number of counterparts and may be delivered by electronic transmission, all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, Racepoint and Huawei have executed this Agreement as of the Effective Date.

<p>RACEPOINT GLOBAL INC.:</p> <p>Authorized signature: <u></u></p> <p>Name: <u>Peter Shanley</u></p> <p>Title: <u>CFO</u></p> <p>28 September 2018</p>	<p>HUAWEI TECHNOLOGIES USA INC.</p> <p>Authorized signature: <u></u></p> <p>Name: <u>Michelle Zhou</u></p> <p>Title: <u>Director of Procurement</u></p> <p>9/28/2018</p>
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HUAWEI TECHNOLOGIES USA INC
&
RACEPOINT GLOBAL INC.

October 2018 – September 2019
PUBLIC RELATIONS RETAINER AND
VARIABLE PROJECT

STATEMENT OF WORK No. 1 ("SOW")

DATE: September 11, 2018

CUSTOMER: HUAWEI TECHNOLOGIES USA INC

PROJECT NAME: PR RETAINER AND VARIABLE PROJECTS

PREPARED BY: RACEPOINT GLOBAL INC ("Company")

PREPARED FOR: HUAWEI TECHNOLOGIES. ("Customer")

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This Statement of Work by and between Raccpoint Global, Inc. ("Company") and Huawei Technologies USA Inc ("Customer") is governed exclusively by the terms and conditions of the Master Services Agreement dated October 1, 2018 between the parties (the "Agreement"). Capitalized terms used in this Statement of Work and not otherwise defined in this Statement of Work have the meanings given to them in the Agreement. Customer and Company agree as follows:

1. BACKGROUND / SCOPE.

The following details the scope-of-work for retainer activities for Customer, *beginning October 1, 2018 (the "SOW Effective Date")*, as it seeks ongoing public relations support for strategy, media relations, influencer relations, analyst relations, crisis, content, and social media.

The scope-of-work herein is based on the understanding of Customer's upcoming milestones as well as Company's priorities. These activities take into consideration multiple activations that directly and indirectly impact and reach an array of stakeholders, influencers, analysts, media, government officials and consumers.

Attached hereto as Exhibit 1 is the Customer Retainer that contains the details regarding the retainer to be paid as well as the services to be provided. Attached hereto as Exhibit 2 is the Customer Variable Projects Support Schedule. Exhibit 2 outlines anticipated project-based activities that would sit outside of the core retainer. These projects are still in development, with details, themes, objectives, etc. still being determined. As projects are further refined and the Company is briefed, Company will work with Customer to develop a more comprehensive program for each. These Exhibits are incorporated herein as if set out in full.

2. TERM.

This SOW will commence on the SOW Effective Date and will continue through September 30, 2019.

3. TERMINATION FOR CONVENIENCE.

Customer may terminate this SOW for its convenience on thirty (30) days written notice to the other Party. Any expenses incurred prior to the effective date of the termination will be paid by Customer to Company.

4. CHANGES.

Once this SOW is issued and signed, a change of direction from the project briefs, deliverables outlined, or timeline, may require a revised SOW to be issued.

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5. DOCUMENTATION REQUIREMENTS FOR SERVICES PROVIDED.

Company understands that it needs to manage costs, while providing responsive, effective and quality service to Customer. The chart below sets forth the acceptable materials required to substantiate all services provided.

Scenario		Business Authenticity Acceptance Material
PR communication	Communication material	Material documents or links (provided by the Company)
	Press release	Monthly summary report (specifying names and number of press releases and links)
	Media relations	1) Media visit minutes (provided by the supplier if involved) 2) Analysis report (provided by the Company)
	Spokesperson Training	Training summary (provided by Company) <i>Note: The summary must specify the training time, location, duration, instructors, and trainees and provide training photos (not mandatory).</i>
	Crisis PR	Crisis management report (provided by Company)
PR event	<p>3) Communication: summary report (provided by Company) <i>Note: The report shall specify media coverage, report analysis; media present situation, interview with spokesperson, and awards (if any).</i></p> <p>4) Activity (excluding communication): The following materials shall be provided:</p> <ul style="list-style-type: none"> ➤ Third-party expense settlement list and scanned copies of invoices (site and equipment lease expenses, catering expenses, and onsite miscellaneous expenses) ➤ Site photos and videos (optional) (provided by Company) ➤ Name lists of hosts, briefing officers, and models (names, working duration, unit price, and site photos) (provided by Company) ➤ Logistics receipts ➤ Printed or video material (if material preparation and design expenses are involved) ➤ Receipt of air and accommodation expense. Best with scanned copies of boarding pass and accommodation tax list (if customers are guided by Customer to the press briefing or exhibition) 	

6. INVOICING, FEES, AND PAYMENT TERMS.

Company's undisputed invoices are due and payable within thirty (30) days of the date of Huawei Receipt of the invoice. Company will bill on a monthly basis for fees and related charges incurred in the preceding month.

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7. MISCELLANEOUS.

As part of the Retainer referenced in section 1 and attached as Exhibit 1, Company will bill and Customer agrees to pay reasonable costs and expenses at an average of \$2,500 per month. These costs will be incurred by Company in providing services, including but not limited to telephone, facsimile transmission, mail, messenger charges, information retrieval, travel expenses (subject to conditions set forth in Customer's travel policy to be shared with Company), and third party expenses described herein. Company will be responsible for managing hard cost expenses. Company will bill all hard cost expenses associated with Core or Variable programs will be billed at net cost incurred. All hard cost expenses must be pre-approved in writing by Customer.

Out-of-pocket/pass-through costs will be estimated individually as needed for each project. All pass-through costs including those for vendors such as photographers, production companies, media companies, music and stock photo licensors, and talent will be marked up by Company to Customer for an administrative fee of 5%.

Prior to actual incurring out-of-pocket costs, Company will get prior written approval from Customer.

- 1) Travel expenses: subject to conditions set forth in Customer's travel policy to be shared with Company.
- 2) Out-of-pocket costs: such as production etc. should provide the various vendor quotes and obtain prior approval for the selected quote.
- 3) Talent /KOL/Celebrity related costs should include the multiple vendor quotes or evidence to justify cost rationale.

Each invoice for out-of-pocket costs including travel should be for all of the amounts included in an invoice. All documents (quotes etc.) mentioned above, executed contracts with Talent/KOL/Celebrity and invoices from third parties are required to be included as part of the supporting invoice documentation.

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IN WITNESS WHEREOF, Company and Customer have executed this SOW as of the dates set forth below.

RACEPOINT GLOBAL INC.

HUAWEI TECHNOLOGIES USA INC

By: *P Shanley*

By: *[Signature]*

Name: Peter Shanley

Name: Michelle Zlow

Title: CFO

Title: Director of Procurement

Date: 28 September 2018

Date: 9/28/2018

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Support Team

Title	Billing rate	Example Team Member
Managing Director	320	Larry Weber RJ Bardsley Anne Potts
Director	220	Ben Haber Kristin Brown Laurie Timms
Senior Associate	160	Jenna Caswell Tara Kadioglu
Associate	120	Paul Rechichi Natalie Houck-Meloni
Client Executive	90	Carmen Soh Cara DiFabio Mary Raftery

Organizational Component	Activity	Deliverable / Output	Fee	Units	Month	Personnel	Monthly Rate (USD)	Hours	Subtotal	Notes
Organizational Component: Strategy and Planning	Quarterly Planning	1. Planning for main and product campaigns	\$7,200	Quarterly	40	Managing Director	180	2	640	4. Additional print and digital PR posts, including the upcoming planning and strategy. Most include all program categories elements and measurable KPIs.
		2. Planning plan and core sets and media plan				Director	270	10	1980	
		3. Calendar to coordinate programs and each component activities, including all set ups				Senior Associate	180	18	1560	
Monthly activity forecasts (11/2018-12/2018)		1. Quarterly activities and staff support against the monthly budget	\$1,620	Monthly	5.5	Managing Director	180	3	540	3. Detailed print and digital PR posts, including the upcoming planning and strategy. Most include all program categories elements and measurable KPIs.
		2. Identifies additional fees and expense budget forecasted activity				Director	180	2.5	450	
		3. Data & metrics, current and deadlines for project managing execution				Senior Associate	180	3	540	
		4. Data & metrics, current and deadlines for project managing execution				Associate	180	3	540	
Media & PR Solutions	New announcements (Q1/Q2 2019) and outreach	1. Proactive and rapid response with development and media outreach	\$7,200	Monthly	40	Managing Director	180	4	1360	100% media engagement with top influence US media resulting in 400 pieces of coverage per month
		2. Support content and media requests				Director	270	8	1760	
		3. Media outreach for main items such as product launches, availability updates, etc				Senior Associate	180	16	1440	
		4. Media relationship building (logans, etc)				Associate	180	10	720	
		5. Executive media briefings				Client Executive	90	4	360	
		6. Secure connections / relationships								
KOL Relations	KOL Program Development	1. Identify and engage KOLs	\$8,700	Monthly	56	Managing Director	180	3	1260	1. Fully completed and approved database of identified KOLs 2. KOL strategy and outreach plan
		2. Update and manage database of existing KOLs				Director	270	5	1120	
Stakeholder Relations	1st party influencer development	1. Identify opportunities and party influencers	\$6,300	Monthly	36	Managing Director	180	2	640	1. Fully completed and approved database of identified KOLs 2. KOL strategy and outreach plan
		2. Update and manage database of existing KOLs				Director	270	12	2160	
		3. Conduct outreach to identify opportunities and influencers				Senior Associate	180	12	1080	
		4. Update and outreach plan				Associate	180	7	630	
Product Relations	Product Relations	1. High level product launch overview for 1 product in 2019	\$4,800	Monthly	40	Managing Director	180	7	640	1. Scheduled analyst briefings 2. Partner tracking and reporting documents on time (as agreed) 3. Executive inclusion briefs on time and on schedule
		2. Coordinate efforts across all product brands				Director	270	5	1260	
		3. Develop target list				Senior Associate	180	8	720	
		4. Post launch follow up				Associate	90	4	360	
Account Coordination and Operations	Client support and coordination	1. Account meetings, agendas, and follow up action items	\$8,700	Monthly	56	Managing Director	180	1	180	1. Daily account director coordination (4/5/6/7/8/9/10/11/12) 2. Weekly account team coordination 3. Monthly or bi-monthly meetings with key team members - 1 hour 4. Finance management and budgeting
		2. Proactive and rapid response with development and media outreach				Director	270	4	1080	
		3. Media outreach for main items such as product launches, availability updates, etc				Senior Associate	180	10	1800	
		4. Media relationship building (logans, etc)				Associate	180	8	720	
		5. Executive media briefings				Client Executive	90	4	360	
		6. Secure connections / relationships								
		7. High level product launch overview for 1 product in 2019								
		8. Coordinate efforts across all product brands								
Media & PR Content	Crisis Comms / Support	1. Proactive response to issues and vulnerabilities globally on monthly basis	\$11,430	Monthly	64	Managing Director	330	10	3300	1. Monitor for potential issues and provide vulnerability statements 2. Proactive response to issues with internal team 3. Monthly or bi-monthly meetings with key team members - 1 hour 4. Executive media briefings
		2. Review and coordinate on communications strategy for client and crisis situation that will be monitored, participate in calls and meetings and develop internal statements, Q&A and other materials				Director	270	15	2430	
		3. Provide support throughout the crisis. Detailed frequency will be agreed for each product/brand				Senior Associate	180	12	1440	
		4. Ongoing vulnerability assessment / support during including developing and maintaining a vulnerability map and standard response				Associate	180	4	720	
		5. Ongoing vulnerability assessment / support during including developing and maintaining a vulnerability map and standard response				Client Executive	90	12	1080	
Content Creation / Media Materials	Briefing book	1. Development of content to support media relations activities	\$6,300	Monthly	40	Managing Director	180	3	640	1. Final and deliverable content of content per month 2. Content support management of media made available
		2. Review and coordinate on communications strategy for client and crisis situation that will be monitored, participate in calls and meetings and develop internal statements, Q&A and other materials				Director	270	9	1980	
		3. Provide support throughout the crisis. Detailed frequency will be agreed for each product/brand				Senior Associate	180	12	1440	
Ongoing Product Reporting	Inventory report	1. Maintain a list of inventory and other materials	\$6,750	Monthly	25	Managing Director	180	2	640	Regular reporting, tracking and management of inventory and materials
		2. Complete coverage to deliver content to product/practice partners (B2B/B2C)				Director	270	5	1350	
		3. Maintain product coverage through appropriate inventory management				Senior Associate	180	6	1080	
		4. Coordinate coverage to and from media				Associate	180	6	720	
Marketing & Reporting	Media reporting and activity report	1. On-off coverage, news coverage and product content. High level activity or assessment report as needed	\$5,760	Monthly	48	Managing Director	330	1	330	1. Media activity of news coverage 2. High level summary and product landscape 3. Weekly delivery of reports 4. Executive media briefings 5. Monthly coverage summary report
		2. High level product launch overview for 1 product in 2019				Director	270	4	1080	
		3. Coordinate efforts across all product brands				Senior Associate	180	10	1800	
		4. Develop target list				Associate	180	15	1440	
		5. Post launch follow up				Client Executive	90	15	1350	
(Q1/Q2) Product Fee - Hours			Total Budget	Approved Budget						
Monthly Activities			\$61,770	\$78,630						
Quarterly Activities			\$7,200	\$28,260						
Total Annual Activities Fee			\$69	\$106,890						
Agency Discount			20% of Fee	\$13,950						
Total Annual Fee After Agency Discount			\$55,820	\$92,940						
Total Quarterly Fee After Agency Discount			\$13,950	\$51,133						
3rd Party Costs			Over Time Payment for USA Today	\$30,000						
Monthly Allowance for 3rd Party Costs			\$2,500							
Total Annual 3rd Party Costs			\$30,000							
TOTAL Overall Budget (Fee + Expenses) after discount			Over Time Payment for USA Today	\$30,000						
Monthly Budget			\$25,000							
Quarterly Payment			\$68,000							
Annual Budget (includes USA Today costs)			\$68,000							
Annual Budget (with USA Today costs)			\$97,940							