



SOWHTUPACD20201023001

Statement of Work  
Under the Master Service Agreement ("MSA")  
Between

Racepoint Global, Inc. ("Agency") and Huawei Technologies USA Inc. ("Client" or "Huawei")  
Dated: September 27, 2018 as amended September 1, 2020

Effective date of this Statement of Work ("SOW"): November 1, 2020

In accordance with and subject to the terms and conditions contained in the MSA, the Client retains the Agency for the purpose of rendering the following services ("Services").

**1. Services**

A public relations campaign in the U.S. will consist of the following services and deliverables: Strategy and Planning, Media program, KOL program, Analyst program, Executive Social Media, Content program, Marketing and Events, Intelligence, Reporting and Measurement, Creative Content & Video Editing, Brand Social Media program, Ad-hoc and Flexible.

**2. Special Assignments**

Any services not included in Section 1 above are considered out of scope and will be subject to additional fees. These services include but are not limited to: video production and large-scale editing, large scale events and activations, brand social; media content and management, and PR work outside of the U.S. In the event that the Client requests additional services not included in this SOW, Agency will amend this SOW or enter into a new SOW specifying the additional services and the associated fees.

**3. Compensation**

For the Services to be provided as set-forth in Section 1, Client has allocated a fee budget of \$1,938,720. Client will be billed a monthly fee ("Monthly Fee") based upon actual hours incurred by Agency personnel at standard Agency billing rates. The Monthly Fee is earned when billed.

Client will be billed for out-of-pocket expenses incurred by Agency on Client's behalf, up to \$800,000.

**4. Billing Provisions**

- A) **Monthly Fee** - The Monthly Fee will be billed on or about the 10th day of the month following the month of service.
- B) **Reimbursable Expenses** - Client will be billed for standard out-of-pocket expenses incurred by Agency on Client's behalf up to \$800,000 in accordance with the MSA.
- C) **Purchase Orders** - If a Purchase Order ("PO") is required by Client to pay Agency invoices, the PO must be provided to Agency prior to beginning the Services.

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**5. Payment Terms**

Payment of invoices for all fees and reimbursable expenses shall be made within thirty (30) days of the date of receipt of invoice (subject to satisfactory credit approval). Agency reserves the right to require immediate payment in order to honor any necessary vendor payment obligations.

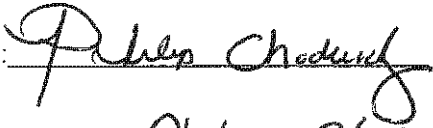
**6. Term**

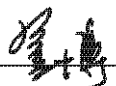
This SOW shall commence on the Effective Date and continue through October 31, 2021. Either party may terminate this SOW at any time with or without cause upon thirty (30) days' written notice to the other. In the event of such termination, Client shall pay Agency for all fees earned through the effective date of termination as well as all reimbursable expenses incurred on Client's behalf through the effective date of termination.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties execute this SOW by their duly authorized representatives as set forth below.

**Racepoint Global, Inc.**

**Huawei Technologies USA Inc.**

By:   
Printed Name: Philip Chadwick

By:   
Printed Name: Bo Dong

Title: SVP Finance

Title: President

Date: 10/28/2020

Date: 10/27/2020

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