

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 in print and 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

RF Binder Partners Inc.

2. Registration Number

6814

3. Primary Address of Registrant

950 Third Avenue, 8th Floor, New York, NY 10022

4. Name of Foreign Principal

The Public Investment Fund

5. Address of Foreign PrincipalAlra'idah Digital City, Bldg MU04, P.O. Box 6847
Riyadh, Kingdom of Saudi Arabia
SAUDI ARABIA 11452**6. Country/Region Represented**

SAUDI ARABIA

7. Indicate whether the 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:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

The Public Investment Fund

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

Scott Helfman, Head of Corporate Affairs at USSA International LLC, a U.S. wholly owned subsidiary of the foreign principal.

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.

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.

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

01/15/2024

Jason Buerkle



U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
RF Binder Partners Inc.

2. Registration Number
6814

3. Name of Foreign Principal
The Public Investment Fund

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/12/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant has no contract or other agreement with The Public Investment Fund. Registrant has an agreement with The Public Investment Fund's wholly owned subsidiary, USSA International LLC, a Delaware limited liability company, located at 767 5th Avenue, 45th Floor, New York, NY 10153. Registrant will work directly with USSA International LLC in accordance with such agreement. No fees or expenses will be paid to Registrant by The Public Investment Fund. All payments are to be made to Registrant by USSA International LLC. The agreement between Registrant and USSA International LLC is attached. NOTE- That while the agreement is dated January 11, 2024, it was not fully executed until January 12, 2024.

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

Registrant will work with USSA International LLC to develop a new brand identity (including logo design), and an initial USSA International LLC website and a social media strategy, which may demonstrate how The Public Investment Fund is enabling the creation of sectors and opportunities and driving transformation in Saudi Arabia, enabling stakeholders to fully appreciate The Public Investment Fund's current and future contributions to society, and communicating The Public Investment Fund's focus on generating sustainable returns for the benefit of economic growth and diversification of the economy of Saudi Arabia and its people.

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

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

In the course of performing services to USSA International LLC, which may benefit the foreign principal, the Registrant may communicate with members of the media in connection with the promotion of the website and social media presence. The Registrant's activities will not include advocacy before United States government officials.

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

Yes ☐ No ☒

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

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

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

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

Yes ☐ No ☒

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

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

Yes ☐ No ☒

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

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

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

EXECUTION

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

Date

Printed Name

Signature

01/15/2024

Jason Buerkle



USSA International LLC

Services Contract



Services Contract

between

USSA International LLC

and

RF BINDER PARTNERS INC.

in connection with its Corporate Communications Program

Dated Jan 11, 2024

Corresponding to Website Design

USSA International LLC

Services Contract



The terms below and all of the appendices (herein referred to as the “**Contract**”) is entered by and between:

- 1) **USSA International LLC**, a company established in 2019 having its Head Office at 767 5th Avenue 45th Floor, New York, NY 10153, (hereinafter referred to as the “**First Party**”), and
- 2) **RF Binder Partners Inc.** a corporation incorporated pursuant to the laws of the State of New York and registered in New York State, having its head office address at 950 Third Avenue. 8th Floor, New York, NY 10022, United States of America, (hereinafter referred to as the “**Second Party**”),

each a “**Party**” and together the “**Parties**”.

PREAMBLE:

A. Whereas the Second Party is specialized in providing corporate communications services.

B. Whereas the First Party desires to retain certain Services (as defined below).

Now therefore the Parties hereto, having due capacity and authority, agree as follows:

1. Definitions and Interpretation

Unless the context otherwise requires, the following terms have the following meanings:

“**Affiliate**” means, in relation to a body corporate or partnership, any subsidiary or holding entity of such body corporate or partnership, and any subsidiary of any such holding company, in each case from time to time.

“**Business Day**” means the official business days of the First Party.

“**Confidential Information**” means, in respect of a Party or its representatives, information in any form (whether written, electronic, graphic, oral or otherwise recorded or preserved) that falls within any of the following categories:

- a. it has been provided by the Party and was marked confidential (or a similar designation) or was stated to be confidential at the time of disclosure;
- b. it concerns the customers, finances, sales, marketing, products, suppliers, employees, business operations, forecasts or management of, or it would ordinarily be deemed by a reasonable person to be confidential or proprietary to one of the Parties;
- c. information identified in this Contract as confidential information of a Party; or
- d. any of the materials provided by one Party to the other Party that contains information about that Party or its customers.

“**Contract**” has the meaning given at the top of this page.

“**Disclosing Party**” has the meaning given in Article (14) Section (a).

“**Dispute**” has the meaning given in Article (29) Section (b).

“**Exit Assistance Services**” has the meaning given in Article (6) Section (c).

“**Fees**” has the meaning given in Article (5) Section (a).

“**First Party Connected Entities**” has the meaning given in Article (13) Section (i).

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Services Contract



“First Party’s Intellectual Property Rights” means all Intellectual Property Rights owned by the First Party, including the Service Intellectual Property Rights.

“Force Majeure Event” has the meaning given in Article (22) Section (a).

“Good Industry Practice” means the degree of skill, diligence, prudence and foresight which would ordinarily be expected to be observed by a skilled and experienced professional of international repute engaged in the same or similar type of undertaking as that of the Second Party under the same or similar circumstances.

“Intellectual Property Rights” means any and all intellectual property or proprietary rights in any jurisdiction throughout the world, including all rights (including moral rights) in patents, copyrights, trademarks, service marks, trade names, trade dress, business names, domain names, product configurations, industrial designs, computer software, database rights, trade secrets and any other rights in designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, discoveries, inventions, creations, improvements, works of authorship and other similar materials, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term.

“JAMS Rules” has the meaning given in Article (29) Section (c).

“Key Team Member” means any Team Member who has been identified by the Second Party as a key Team Member for the provision of the Services as set out in Appendix No. (2).

“Recipient Party” has the meaning given in Article (14) Section (a).

“Relief Event” has the meaning given in Article (13) Section (j)(1).

“Relief Notice” has the meaning given in Article (13) Section (j)(2)(i).

“Services” has the meaning given in Article (3) Section (a).

“Service Intellectual Property Rights” has the meaning given in Article (16) Section (a).

“Team Members” has the meaning given in Article (4) Section (a).

“Term” has the meaning given in Article (6) Section (a).

“Work Product” has the meaning given in Article (16) Section (a).

For purposes of this Contract:

- a. headings of Articles and Appendices shall not affect the interpretation of this Contract;
- b. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- c. the Appendices form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Appendices;
- d. a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- e. unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- f. unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- g. a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time;
- h. any obligation on a party not to do something includes an obligation not to allow that thing to be done;

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Services Contract



- i. a reference to writing or written includes email; and
- j. any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Contract Documents

The recitals set forth above and the following Appendices attached hereto are intended to be, and shall be construed as, an integral part of this Contract:

- a. Appendix No. (1) Services;
- b. Appendix No. (2) Team Members; and
- c. Appendix No. (3) Data Protection Addendum.

In case of any contradiction between the terms below and any of the Appendices, the terms below shall prevail.

3. Services

- a. The Second Party shall provide the Services as set out in Appendix No. (1) (“**Services**”).
- b. The Second Party represents and warrants to the First Party that it has the required professional skills, personnel and technical resources to provide the Services.
- c. The Second Party shall ensure full and proper performance of the Services and guarantee the quality, validity and suitability of the Services for the intended purpose and in accordance with the acceptance criteria set out in Appendix No. (1). In case of any fault or failure in the performance of the Services, including any failure to meet the acceptance criteria for the Services, the Second Party shall within ten (10) Business Days from the date of the First Party’s notice of such fault or failure, with no additional cost to the First Party, rectify, modify or re-implement the Services. If the Second Party does not rectify, modify or re-implement the Services in accordance with the acceptance criteria, the First Party may have the Services rectified, modified or re-implemented by a third party at the Second Party’s cost. In this case, the First Party has the right to deduct such amounts from any amounts owing to the Second Party under this Contract or any other contract the Second Party has with the First Party.
- d. The First Party and its authorized representatives shall have the right to audit the Second Party’s compliance with this Contract on giving three (3) Business Days prior written notice to the Second Party, unless such audit is required for reasons of suspected fraud or criminal activity, in which case such audits may be at any time and without restriction. At the First Party’s option, this audit may cover documents only, or may include an onsite audit, subject to the First Party notifying the Second Party of the identity of any onsite auditors and giving confirmation that any external auditors have entered into appropriate confidentiality agreements with the First Party. The Second Party shall ensure that the First Party is provided with such assistance as it requires for such audits.
- e. The Second Party shall adhere to all laws, regulations and applicable industry codes with respect to the performance of the Services. The Second Party shall bear all fees and expenses determined by governmental or other authorities, and also any penalties, whatsoever, arising from violation of such laws, regulations and decisions.
- f. The material used to provide the Services, whether local or imported, shall be in accordance with national standards that are approved by The Saudi Standard Metrology and Quality Organization or such other standards that are designated by the First Party’s project supervisor.

USSA International LLC**Services Contract**

- g. The Second Party shall cause the Services to be performed at the First Party's premises or such other locations as expressly agreed by the Parties in writing from time-to-time.
- h. The First Party will use its reasonable efforts to provide access to its premises for the Second Party and the Team Members for the purposes of performing the Services. The Second Party shall ensure that the Team Members:
 - 1. satisfy or comply with all relevant access preconditions of the First Party before accessing or performing the Services at the premises;
 - 2. access the premises only when reasonably necessary to supply the Services and only at the times specified by the First Party;
 - 3. when accessing the premises:
 - i. comply with the terms of access imposed by the First Party and any relevant third party and the Second Party shall, if required by the First Party, sign a further agreement in which it undertakes to comply with such terms with the First Party or the relevant third party, at the First Party's discretion;
 - ii. without prejudice to Article (3) Section (h)(3)(i), comply with any security and other procedures of the First Party or the relevant third party procedures specified by the First Party or the relevant third party from time to time, noting that the First Party and the third party have no obligation to, and may or may not, issue any such procedures; and
 - iii. comply with any other instructions of the First Party or relevant third parties.

4. Team Members and Due Care

- a. The Second Party undertakes to dedicate a team of its employees having the experience and expertise required to deliver the Services to the First Party whose titles and qualifications are described in Appendix No. (2) ("**Team Members**").
- b. The Second Party shall not, except in case of annual or sick leave, change any of the Key Team Members without the prior written consent of First Party (not to be unreasonably withheld). The Second Party shall seek such consent in writing ten (10) Business Days before the date of such required change.
- c. In case of a resignation or absence of any Key Team Member for any reason, the Second Party shall notify the First Party of such resignation or absence within three (3) Business Days.
- d. The First Party may request the replacement of a Team Member by written notice to the Second Party, where the First Party, in its reasonable opinion, considers that the Team Member is failing to perform their duties or is performing their duties in an unsatisfactory manner. The Second Party shall, at its own cost, appoint a substitute employee acceptable to the First Party within three (3) Business Days from the notice date. Such replacement shall be without prejudice to the First Party's right to subsequently evaluate the performance of any substitute Team Member and whether to accept or reject such substitute.
- e. The Second Party shall perform the Services and carry out its obligations under this Contract promptly, using reasonable skill and care and in a professional and diligent manner and in accordance with the terms of this Contract and Good Industry Practice.

5. Fees and Payment

- a. In consideration for the Services provided by the Second Party, the First Party shall pay the fees set out in Appendix No. (1) ("**Fees**").
- b. An advance of 50% of the Project Budget shall be due and payable immediately upon execution of this Contract and delivery of an invoice. The remaining balance shall be invoiced at the project completion and due within 30 days from the First Party's acceptance of the relevant services and supporting documents relating to such project. All

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amounts shall be paid in US Dollars by wire transfer, using the instructions sent to you by our CFO, and shall be paid free and clear of any taxes, withholdings or impositions of any type or kind.

- c. The Second Party acknowledged that it shall not claim any additional fees or amounts (not included in this Contract) without the prior written approval of the authorized representative of the First Party.
- d. The First Party shall have 30 days from your receipt of an invoice for the remaining balance to dispute in writing to the Second Party all or any part of it. If not disputed within such time period, the First Party will be deemed to have approved such invoice for payment in full and it shall be due and payable as above provided. If the First Party disputes a portion of such invoice in writing within such time period, the undisputed portion shall be deemed approved and likewise shall be due and payable as above provided. All amounts due over thirty (30) days from invoice date, unless subject to a bona fide dispute in the manner provided above, shall bear interest from such 30th day at the rate of sixteen percent (16%) per annum (or such lesser rate as may be the maximum permissible rate under applicable law). This charge shall be in addition to any other remedies the Second Party may have with respect to late payment. All payments under this Contract shall be made in US Dollars, free and clear of any taxes, imposts or deductions of any type or kind. If the First Party withholds any such amount as above provided:
 - 1. the Parties will promptly discuss such dispute in good faith to seek a resolution;
 - 2. in the event that there is a dispute, provide that arrangements will be made for payment of the undisputed amounts pending settlement of the disputed amounts; and
 - 3. the First Party shall only be required to pay disputed amounts that are finally judged by a court of competent jurisdiction to be owed.

6. Term

- a. This Contract shall commence on January 11, 2024 and shall expire on January 11, 2025 unless terminated earlier pursuant to Article (7) ("**Term**").
- b. The First Party shall have the right to extend the Term for up to twelve (12) months by providing not less than thirty (30) days' written notice to the Second Party. Any extensions to the Term pursuant to this Article (6) Section (b) shall be on the same terms that are in effect immediately prior to the relevant extension, and the Fees payable in any extension of the Term shall be calculated at the rates in effect immediately prior to the relevant extension.
- c. Upon expiry or termination, as the case may be, of this Contract, the Second Party shall provide the First Party with all reasonable assistance to ensure the orderly transition of the Services to the First Party or a successor supplier ("**Exit Assistance Services**").
- d. The following Exit Assistance Services shall be provided at no additional charge to the First Party:
 - 1. the handover of work in progress materials in their current state of completion; and
 - 2. the appointment of a senior member of the Team Members who will be the primary point of contact for the First Party in respect of those Exit Assistance Services during the relevant Exit Assistance Period.

7. Termination and Withdrawal of Service

- a. The First Party may terminate this Contract at any time without cause on thirty (30) days' prior written notice to the Second Party.

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- b. Either Party may terminate this Contract on thirty (30) days' written notice to the other Party, if the other Party commits a material breach of its obligations under this Contract and (where the breach is capable of being remedied) that breach has not been remedied within thirty (30) days after receipt of notice requiring the other Party to remedy it.
- c. Either Party may terminate this Contract if the following occurs in relation to the other Party:
 - 1. it suspends, threatens to suspend payment of any of its debts, or is unable to pay any of its debts as they fall due or is deemed unable to pay its debts;
 - 2. it commences negotiations with all or any creditor with a view to rescheduling any of its debts, or makes a proposal for or enters into any composition, compromise, assignment or arrangement with any of its creditors, in circumstances of actual or anticipated financial distress;
 - 3. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the insolvent winding up of the other Party;
 - 4. any corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (including by way of a voluntary arrangement, scheme of arrangement, restructuring plan or otherwise) other than a solvent liquidation or reorganization;
 - 5. any corporate action, legal proceedings or other procedure or step is taken in relation to the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, administrative receiver, administrator, compulsory manager, monitor, nominee, supervisor or other similar officer in respect of the other Party or any of its assets;
 - 6. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other Party;
 - 7. it suspends or ceases, or threatens to suspend or cease, carrying on business; or
 - 8. any event occurs, or proceeding is taken, with respect to the other Party in another jurisdiction that has an effect equivalent or similar to any of the events mentioned in Article (7) Section (d)(1) to (7).
- d. In the event of termination, the First Party shall pay the Second Party all Fees which have been incurred and approved by the First Party up until such termination date.

8. Governance

Each of the Parties shall appoint a suitably experienced individual who will have day-to-day responsibility for the management of this Contract. Such representatives shall meet on a regular basis. During such meetings, the Second Party's representative will report on the performance of the Services. Thereafter, the representatives will discuss the management of risk associated with this Contract and agree steps to address any performance issues that have been identified.

9. Change Management

- a. During the Term, the Parties may agree to make changes to this Contract or the Services. Either Party may request a change by issuing a change request to the other detailing the scope of the change. The Parties shall thereafter discuss the proposed change and each Party shall, if requested by the other, provide such further information that the other reasonably needs to consider the change request and give due consideration to the change request where it results from a legal or regulatory requirement. A change request shall only give rise to an increase or decrease in the Fees where such change is a material addition, variation or reduction to the Services and would result in a net change in the Second Party's resources used, or net costs incurred, in performing the Services. A change request shall only be accepted when it is signed on behalf of both Parties. As soon as the change request is signed on behalf of both Parties, this Contract shall immediately be deemed to have been varied in accordance with the terms of the change request.

USSA International LLC

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- b. The Second Party shall not withhold its consent to a change requested by the First Party due to changes required by applicable law.

10. Tax

- a. The First Party shall pay or reimburse the Second Party for any sales, use, value-added or other similar tax, in each case, applicable to the amounts charged by the Second Party for the Services hereunder. The Second Party shall include such taxes on the invoices provided in accordance with Article 5 above and shall be responsible for remitting such taxes to the applicable taxing authority. Each of the Parties shall be solely responsible for the payment of any and all of their own other taxes imposed with respect to the provision of any Services and any fees or charges in respect thereof, including without limitation franchise and similar taxes on capital, employment taxes associated with its employees, property taxes, gross receipts taxes, and taxes based on income.

11. Conflict of Interest

Neither the Second Party, its Affiliates, the Team Members nor any of the Second Party's subcontractors shall engage, either directly or indirectly, in any business or professional activities which conflict or would raise conflict of interest with the activities assigned to them under this Contract.

12. Subcontracting

- a. The Second Party shall not subcontract to any third party all or any part of the Services without the First Party's prior written consent. Such written consent shall not exempt the Second Party from its liabilities or obligations under this Contract and the Second Party shall remain liable for all actions, omissions, defaults or negligence of the subcontractor, its agents or employees as if they were the actions, omissions, defaults or negligence of the Second Party.
- b. The Second Party shall ensure that its contracts with subcontractors include the obligations in this Contract.
- c. The First Party consents to the use of Matchfire as a subcontractor of the Second Party and as more fully described in Appendix No. (1) Services.

13. Liability and Indemnity

- a. The Second Party shall be fully responsible for performing its obligations as stated in this Contract.
- b. Without prejudice to First Party's right to terminate this Contract, in the event of a default, negligence or impediment to the progress of work and performance of Services by the Second Party or any of its Team Members which the Second Party could have avoided by taking the necessary precautions, and such default, negligence or impediment causes any kind of damage to, or increase to the actual or expected costs of, the First Party then the Second Party shall indemnify (on an after-tax basis) the First Party in respect of any such damages or cost increases up to an amount not exceeding the Fees paid under this Contract. If the contribution of the Second Party or its Team Members to the default, negligence or impediment is deemed partial, at the discretion of the First Party, then the Second Party's liability shall be partial and proportional to its contribution to such default, negligence or impediment.

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- c. The Second Party acknowledges that upon the occurrence of any delay in performing its obligations under this Contract solely caused by the Second Party, the First Party shall have the right to suspend any payments under this Contract or under any other agreements with the Second Party.
- d. The First Party and the Second Party's respective total liability to the other arising under or in relation to this Contract whether based on an action or claim in contract, tort (including negligence), breach of statutory duty, breach of warranty or otherwise, shall be limited to one hundred percent (100%) of the Fees actually paid hereunder.
- e. Neither the First Party nor the Second Party shall be liable to the other for any loss of profits, revenue, goodwill, or any indirect, incidental, special, exemplary, punitive or consequential loss, arising under or in relation to this Contract whether as a result of breach of contract, tort (including negligence), breach of statutory duty, breach of warranty or otherwise.
- f. The Second Party shall on demand, defend, indemnify and hold harmless (on an after-tax basis), the First Party, its Affiliates, and all of their respective officers, employees, and contractors (together referred to as "**First Party Connected Entities**"), during the Term and thereafter during any period allowed under applicable law, against any (i) settlement amounts or amounts (including interest) awarded by a court or tribunal of competent jurisdiction or arbitrator to a third party, costs of investigation, litigation, settlement and external legal fees, disbursements, administrative costs incurred by the First Party Connected Entities, and (ii) any other losses or damages suffered by the First Party Connected Entities to the extent the same are assessed against, or incurred by, any of the First Party Connected Entities in respect of the following:
 - 1. any claims that the Services, Work Product or Service Intellectual Property Rights or the performance, receipt, use or exploitation thereof in accordance with the terms of this Contract infringe, misappropriate or otherwise violate any Intellectual Property Rights of any third party;
 - 2. any claims, fines or penalties brought against or imposed upon a First Party Connected Entity as a result of the Second Party's (including the Team Members' and its subcontractors') failure to comply with applicable laws;
 - 3. any claims in respect of death or bodily injury for which Second Party (including the Team Members and its subcontractors) is legally liable or responsible, or where the same results from a breach of this Contract by the Second Party;
 - 4. any claims in respect of any damage, loss or destruction of any real or tangible property for which the Second Party (including the Team Members and its subcontractors) is legally liable or responsible, or where the same results from a breach of this Contract by the Second Party;
 - 5. any claims arising out of or in connection with a breach by the Second Party (including the Team Members and its subcontractors) of the Second Party's obligations under Article (14) or Article (15).
- g. The Second Party shall be relieved from liability for not performing its directly affected obligations pursuant to this Contract if, and to the extent:
 - 1. the relevant non-performance directly results from the First Party failing to perform its obligations under this Contract and such failure is not as a result of the Second Party failing to perform any of its obligations under this Contract (a "**Relief Event**"); and
 - 2. the Second Party:
 - i. as soon as reasonably practicable (and in any event no later than ten (10) Business Days) following becoming aware of such failure to perform or the act or omission, provides the First Party with written notice of its intention to rely on this Article (13) Section (i) in accordance with Article (13) Section (j) (each a "**Relief Notice**"). The giving of such notice shall not prejudice the First Party's rights under this Contract;
 - ii. uses commercially reasonable efforts to perform its own obligations under this Contract (or to minimize the impact of such non-performance) notwithstanding any matters referred to in a Relief Notice; and

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iii. recommences performance immediately following resolution of the failure to perform the First Party's obligations.

h. Each Relief Notice shall:

1. identify the cause or causes of the delay or interruption and provide details of the delay or interruption and expected duration;
2. identify clearly which Services and/or other obligations pursuant to this Contract are to be affected and, in the reasonable opinion of the Second Party, the extent to which they are to be affected;
3. identify as far as possible the extent to which the Second Party's fulfilment of the relevant obligations under this Contract shall be delayed, interrupted or otherwise affected; and
4. give indications of the proposed rectification steps to be taken by the Second Party to solve the problem and progress made so far.

14. Confidentiality

- a. Each Party receiving Confidential Information ("**Recipient Party**") undertakes to the other Party ("**Disclosing Party**") to:
1. hold all Confidential Information of the Disclosing Party which it obtains in relation to this Contract in strict confidence;
 2. not disclose, or authorize the disclosure of, the Disclosing Party's Confidential Information to any third party other than in accordance with Article (14) Sections (b) and (d);
 3. not use, or authorize anyone to use, the Disclosing Party's Confidential Information for any purpose other than the performance of the Recipient Party's obligations or the exercise of its rights or the receipt of any benefits under this Contract; and
 4. promptly notify the Disclosing Party of any suspected or actual unauthorized use or disclosure of the Disclosing Party's Confidential Information of which Recipient Party becomes aware and promptly take all reasonable steps that the Disclosing Party may require in order to prevent, stop or remedy the unauthorized use or disclosure.
- b. Either Party may disclose the other Party's Confidential Information to its Affiliates and their respective officers, directors, employees, contractors, advisors and auditors, but only to the extent, and provided, that such persons:
1. need to know the Confidential Information disclosed to them;
 2. have been informed in writing of the confidential nature of the Confidential Information and the purpose for which it may be lawfully used; and
 3. comply with the terms of this Contract in respect of the Confidential Information disclosed to them.
- c. Article (14) Section (a) shall not apply to Confidential Information to the extent that:
1. such Confidential Information has been placed in the public domain other than through the fault of the Recipient Party;
 2. such Confidential Information has been independently developed by the Recipient Party without reference to the Confidential Information of the Disclosing Party; or
 3. the Disclosing Party has approved in writing the particular use or disclosure of the Confidential Information.
- d. Each Party may disclose the other Party's Confidential Information if, and to the extent that, it is required to do so by any governmental authority, court, relevant stock exchange or otherwise by applicable law or regulation, provided that, to the extent it is permitted to do so, it shall:
1. notify the other Party as soon as practicable upon becoming aware of the obligation to disclose and, to the extent that it is prevented from notifying the other Party, it shall use commercially reasonable efforts to challenge any

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restriction on disclosure of the request to the other Party, which shall include applying to the court for the removal of such restriction where applicable; and

2. at the other Party's request, use commercially reasonable efforts (and, where applicable, in cooperation with the other Party) to avoid or limit the disclosure and obtain assurances as to the confidentiality and use of the data from the body to whom the Confidential Information is to be disclosed.
- e. Neither the Second Party nor any of its Affiliates or representatives shall (orally or in writing) publicly disclose, issue any press release or make any other public statement, or otherwise communicate with the media, concerning the existence of this Contract or the subject matter hereof, without the prior written approval of the First Party.
- f. Notice of Immunity Under the Defend Trade Secrets Act. Notwithstanding the foregoing confidentiality obligations or any other provision of this Contract, the Second Party hereby acknowledges and is notified of the following: an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

15. Data Protection

The Parties agree to comply with Appendix No. (3).

16. Intellectual Property Rights

- a. The Second Party hereby agrees that all inventions, discoveries, innovations, improvements, developments, methods, designs, analyses, drawings, deliverables, technologies, works of authorship (including all writings, computer programs, software and firmware) and other work product or intellectual property that is discovered, invented, reduced to practice, written or created by the Second Party, a Team Member or any of its subcontractors in the course or as a result of providing the Services ("**Work Product**") and all Intellectual Property Rights therein or relating thereto ("**Service Intellectual Property Rights**") are the sole and exclusive property of the First Party.
- b. The Second Party hereby assigns, and shall cause each Team Member and subcontractor to assign, free and clear of all liens, all right, title and interest in the Work Product, including all Service Intellectual Property Rights, to the First Party. Except as expressly set out in this Article (16) Section (b), nothing in this Contract shall operate to transfer the ownership of any Intellectual Property Rights owned by either Party.
- c. The Second Party shall, and shall cause each Team Member and subcontractor to, sign all documents and do all other acts which the First Party requests (at its expense) to enable the First Party to enjoy the full benefits of this Article (16).
- d. The First Party hereby grants the Second Party and Team Members a non-exclusive, non-transferable, non-sublicensable (except to subcontractors as permitted in Section (12)), revocable, limited license to use the First Party's Intellectual Property Rights solely for the purpose of performing, and to the extent necessary to perform, their obligations under this Contract, and the Second Party undertakes that it shall not disclose, and shall cause each

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Team Member and subcontractor not to disclose, any of the First Party's Intellectual Property Rights or the Work Product to any third party without the prior written consent of the First Party.

- e. The Second Party further agrees that it will not claim ownership rights to any work which is the subject matter of or embodies any Intellectual Property Right, including the Work Product, or any derivative, compilation, sequel or series, or related work either created by the Second Party or by the First Party in relation to the Services.
- f. The Second Party shall, and shall cause each Team Member and subcontractor to, immediately on expiry or termination of this Contract, or at any time on the request of the First Party, transfer to the First Party all Work Product in their possession or under their control. No copies or other records of any Work Product shall be retained by the Second Party except with the prior written consent of the First Party or as required by the Second Party to comply with its legal obligations.

17. Representations, Warranties and Covenants

- a. Each Party represents and warrants to the other that:
 - 1. It has been duly incorporated pursuant to the laws of its country or state of incorporation or formation;
 - 2. It has the full right, authority and capacity to enter into this Contract and fulfill the obligations thereunder and that, once executed, this Contract will be legal, enforceable and binding in accordance with its terms; and
 - 3. The persons entering into this Contract on its behalf have been duly authorized to do so.
- b. The Second Party represents, warrants and covenants to the First Party that:
 - 1. It is and will remain in compliance with applicable laws and all procedures necessary to maintain all licenses, permits and certificates required to provide the Services pursuant to this Contract, and it has submitted a valid copy of the relevant documents to the First Party; and
 - 2. Its license has never been suspended or cancelled.

18. Anti-Bribery and Corruption

The Second Party and its Affiliates shall not accept or give any commission or gift or other financial benefit or inducement from or to any person or party in connection with this Contract and shall ensure that its employees, agents and subcontractors shall not accept or give any such commission, gift, benefit or inducement, and shall immediately give the First Party details of any such commission, gift, benefit or inducement which may be offered.

The Second Party and its Affiliates shall be solely responsible for complying, have to their best knowledge complied, and shall comply, with all anti-bribery and corruption laws, including if applicable, but not limited to (i) the U.S. Foreign Corrupt Practices Act, (ii) the anti-corruption laws of Second Party's and each of its Affiliates' domicile or country of operation (without regard to their jurisdictional limitation), (iii) the Organization for Economic Co-operation and Development Convention on Combatting Bribery of Foreign Public Officials in International Business Transactions, and (iv) all other similar laws and regulations applicable to this Contract. The Second Party and its Affiliates have to their best knowledge not taken and shall not take or fail to take any actions, which act or omission would subject the First Party or its Affiliates to liability under such laws.

19. Insurance

The Second Party undertakes to obtain and maintain at its own expense a policy or policies of insurance (including professional indemnity, product liability, employer's liability and cyber insurance) with a recognized and duly regulated insurance company authorized to offer insurance products within New York. The insurance shall cover the Second Party

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against potential liabilities under or in relation to this Contract, to an extent and to limits that would be reasonably expected under the standards of Good Industry Practice and applicable law (whichever is higher), provided that the requirements stated herein shall not be construed in any way as a limit of the Second Party's liability under this Contract or as constituting any waiver by the First Party of any of its rights or remedies under this Contract.

20. Assignment of Contract

Neither the First Party nor the Second Party shall, without the prior written consent of other, assign or transfer this Contract or any of its rights or obligations hereunder to any other party, except that the First Party may freely assign or transfer this Contract or any of its rights or obligations hereunder, in full or in part, to an Affiliate formed under the laws of any state in the United States and having its principal place of business in the United States and either party may assign its rights and obligations under this Contract in connection with the sale of all or substantially all of its business.

21. Waiver of Rights

Failure by a Party to assert its rights under this Contract shall not be deemed a waiver of such rights, nor shall any waiver be implied from any act or omission. No waiver by a Party with respect to any right shall extend to any subsequent breach of the terms hereof unless expressly agreed to in writing by such Party.

22. Force Majeure

- a. The failure of a Party to fulfill any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from any event that is unpredictable and outside of the reasonable control of a party and which affects such Party's performance of its obligations under this Contract, including, without limitation, fire, floods, accidents, declared and undeclared war and military operations, economic sanctions, regulatory requirements and instructions and administrative and judicial orders ("**Force Majeure Event**"), provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and has informed the other Party as soon as possible about the occurrence of such an event.
- b. The Second Party shall, consistent with Good Industry Practice, applicable laws and any policies of the First Party, maintain business continuity and disaster recovery plans for the Services sufficient to maintain the standards of performance set out under this Contract in the event of a Force Majeure Event or disaster.

23. Modifications

This Contract can only be modified by written agreement between the Parties.

24. Notice

Any notice, or other communication required under this Contract must be in writing and must be delivered by hand, registered mail or internationally recognized air courier service, or e-mail to the designated person of the relevant Party at the respective address below:

- a. The First Party:

The attention of: Bo Dunham

USSA International LLC

767 5th Avenue, 45th Floor, New York, NY 10053

Telephone: +1 (646) 499 8265

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E-mail: contracts@ussaintl.com

b. The Second Party:

The attention of: *Jason Buerkle*

RF Binder Partners Inc.

950 Third Avenue, 8th Floor, New York, NY 10022

United States of America

Telephone: (212) 994-7577

E-mail: *Jason.buerkle@rfbinder.com*

Any such notice, request or other communication shall be deemed to have been delivered (a) when delivered, if delivered by hand with a confirmation of delivery, (b) three Business Days after it is deposited with the registered mail service provider or internationally recognized air courier service, (c) the day of sending, if by e-mail prior to 3:00 p.m. (Eastern Time) on any Business Day or the next Business Day if sent by e-mail after 3:00 p.m. (Eastern Time) on any Business Day or on any day other than a Business Day.

25. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the First Party or the Second Party may be taken or executed by the authorized representatives specified below or any person thereunto authorized in writing by such representatives.

The authorized representatives are:

For the First Party:

USSA International LLC Head of Office, Jason Chung

For the Second Party:

Jason Buerkle, Chief Financial Officer

26. Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

27. Comprehensiveness of this Contract

This Contract sets the entire agreement and understanding between the Parties and supersedes and replaces any prior agreements or understanding relating to the subject matter of this Contract. Each Party acknowledges that it is not relying on, and shall have no remedies in respect of, any undertakings, representations, warranties, promises or assurances (whether made innocently or negligently) that are not set forth in this Contract. Nothing in this Contract shall exclude any liability for or remedy in respect of fraud, including fraudulent misrepresentation prior to entering into this Contract.

28. Survival Articles

Any termination or expiry of this Contract shall not affect any accrued rights or liabilities of either Party. The rights and obligations set forth under Article (2), Article (3) Section (d), Article (5), [Article (6) Sections (c) to (e), Articles (12) to

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(16), Article (21), Article (24), and Articles (26) to (36) shall survive the expiry or termination of this Contract for whatsoever reason.

29. Governing Law and Settlement of Disputes; WAIVER OF JURY TRIAL

- a. This Contract and any contractual or non-contractual rights or obligations arising out of or in connection with it shall be governed exclusively by and construed in accordance with the laws of the State of New York without regard to its rules of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded.
- b. Each Party shall attempt to resolve any controversy, claim or dispute of whatever nature arising out of or relating to this Contract or the breach, termination, enforceability or validity thereof ("**Dispute**") promptly by negotiation between executives or managers.
- c. Any Dispute that is unable to be resolved promptly by negotiation between executives or managers of the parties shall be resolved by arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the "**JAMS Rules**") then in effect (those rules, as of the date of this Contract, are deemed to be incorporated by reference into this section). It is agreed that:
 1. arbitration will be handled by a sole arbitrator in accordance with the JAMS rules;
 2. the seat and legal place of the arbitration shall be New York, New York;
 3. the language of the arbitration shall be English;
 4. the arbitrator shall not have the authority to modify any provision in this Contract;
 5. any decision of the arbitrator shall be final and binding and complied with by the parties without delay; and
 6. judgment on any arbitration award may be entered in any court that has jurisdiction.
- d. If for any reason a Dispute proceeds in court rather than in arbitration, such Dispute shall be brought exclusively in a court of competent jurisdiction in New York, New York, both parties agree to accept and submit to the personal jurisdiction of such court, and FIRST PARTY AND SECOND PARTY EACH WAIVE ANY RIGHT TO A JURY TRIAL.

30. Counterparts

This Contract may be executed in any number of counterparts, each of which shall be deemed, when signed, an original, but all of which shall constitute one and the same instrument.

31. No Partnership or Agency

Nothing in this Contract shall be deemed to constitute a partnership between the Parties, nor shall either Party constitute or become, in any way, the agent of the other Party for any purpose.

32. No Exclusivity or Minimum Commitment

This Contract does not constitute an exclusive arrangement and the First Party may perform or retain third parties to perform any of the Services or services similar to the Services during the Term. This Contract does not give the Second Party any right to a minimum level or volume of Services, and the First Party makes no commitment to use the Second Party for the provision of services of the same or a similar nature as the Services.

33. Severability

Where any provision of this Contract is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, then such provision shall be deemed to be severed from this Contract and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties under this Contract and, where

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permissible, that shall not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of this Contract.

34. Non-Solicitation

During the Term and for a period of twelve (12) months thereafter, the Second Party shall not and shall procure that its Affiliates and subcontractors shall not (i) directly or indirectly solicit any First Party employees or entice any such employees to cease his or her relationship with the First Party, or hire any employees, without the First Party's prior written permission, and (ii) solicit or hire a former employee of the First Party within six (6) months of the date of his or her termination of employment, without the First Party's prior written permission.

35. Third Party Rights

No third party will have the right to enforce any provision of this Contract as a third party beneficiary.

36. Signature

In witness hereof, this Contract shall be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by email or other electronic means and shall be deemed for all purposes as being valid and have the same legal effect as if they were original versions.

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On behalf of the First Party

Jason Chung


USSA International LLC Head of Office

Signature: _____

On behalf of the Second Party

Amy Binder

Chief Executive Officer

Signature: _____

Appendix No. (1) Services

RF|BINDER BRAND, WEBSITE DEVELOPMENT AND SOCIAL MEDIA STRATEGY PROPOSED SOW FOR USSA INTERNATIONAL LLC

This Scope of Work (SOW) is subject to the terms and provisions of the Services Agreement (the "Agreement"), dated January 11, 2024 between RF Binder Partners Inc. (RF|Binder) and USSA International LLC (USSA).

Summary of Services

RF|Binder will work with USSA to develop a new brand identity (including logo design), an initial USSA website (up to 7 pages) and a social media strategy, with a focus on LinkedIn.

Insights and Discovery (approx. 2 weeks)

- Materials review - key materials for review are likely to include: USSA's business and growth strategy; communications and marketing strategy (including content strategy); any previously completed brand or market research; existing mission, vision, values; existing content strategy; internal communications as relevant; case studies, the website and other business development materials.
- Up to five (5) stakeholder interviews
- Competitive Landscape Audit: Assess up to three peers and competitors. Reviewing overall visual brand assets, key positioning and messaging, marketing materials.

Refinement of Messaging

Review existing messaging and make recommendations based on insights and discovery.

New Logo Design (approx. 4 weeks)

- **Design Concepts:** Up to two (2) design concepts will be developed and presented for review, focusing on originality, simplicity, and adaptability for various applications.
- **Feedback and Revisions:** Refine and enhance the selected logo concept based on USSA's feedback, which is needed within a timely fashion to keep to schedule.
- **Final Deliverables:** The selected logo design will be finalized in various file formats suitable for print, digital, and promotional purposes, ensuring the logo's adaptability and scalability.

Visual Identity System (approx. 4 weeks)

Develop guidelines for implementation of visual identity across company materials.

Deliverables include:

- Style Guide (PDF document with all elements described below)
 - Logotype: including color and b/w specifications
 - Color Palette: Primary and secondary usage
 - Typography: Primary and secondary fonts, and substitutions
- Business Card, Stationary System, Email Signature

Website Development (up to 7 pages) – 16 to 18 weeks, in conjunction with Insights + Discovery, Refinement of Messaging, Logo Design and Visual Identity System

Design, build and implement new website (up to 7 pages, including homepage). RF|Binder will conduct the following activities:

- **Discovery:** Audit & review of current materials, identification of technical requirements and alignment on content management system as well as programming platform.

- Content Strategy:
 - Identify user needs, develop site map and high-level content buckets across seven pages, which could include;
 - Homepage/ Primary Landing Page
 - About Us
 - Career Page Investors/Partners
 - Our Team
 - News/Blog
 - Contact
- Information Design: Design and development of wireframes based on needs articulated in Discovery and Content Strategy.
- Visual Design: Design exploratory (based on approved visual identity), application of designs and UX to approved wireframes, and design of relevant pages to provide all visual assets for coding.
- Copywriting: develop copy aligned to messaging which reflects updated brand positioning across all pages.
- Site Development: Develop all backend code and programming with technology team based on the chosen CMS.
- Quality Assurance: confirm all pre-launch and launch materials are tested, proofed, and reviewed across all standard platforms for compatibility and responsive design.

Deliverables would include:

- Content strategy recommendation, including site map
- Wireframes
- Two concepts for overall design (based on approved visual identity) including one round of revisions to selected concept
- Copy deck, including one round of revisions to recommended copy for each page of website
- Digital files prepped for development of website
- Implementation of all elements to build and launch new site

RF|Binder will engage the firm of Matchfire (<https://matchfire.com/>) as a subcontractor, subject to the obligations of RF|Binder set forth in Section 12 of the Contract to assist it in the building of the website for USSA. Matchfire will be supervised by RF|Binder and will provide functional requirements, development build and implementation services inclusive of the following:

- Website Development & Integrations
- CMS Installation & Configuration
- Content Implementation
- Analytics Set Up
- Testing & Deployment, including mobile responsiveness

The new site will be built on WordPress, or similar platform, using custom designed pages and components. The costs of Matchfire are included in the Budget set forth below and are not an additional cost to USSA.

Social Media Strategy (approx. 3 weeks, following refinement of messaging and development of visual identity)

Develop a company LinkedIn profile in line with brand identity and refine key leadership profile pages (up to top 5 leadership members) and content pillars.

Account Management

- Develop work plan along with deliverables
- Hold weekly meetings with client and RF|Binder team
- Ongoing communication and engagement

Timing

- Branding: approx. 10 weeks (some elements concurrently with website development)
 - Includes Insights and Discovery, New Logo Design and Visual Identity System

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- Website Development: approx. 16-18 weeks
- Social Media Strategy: approx. 3 weeks
- Total Program Duration: approx. 18 weeks*

* To meet these timings, we'd require feedback on design development within 48 - 72 business hours and this assumes we would complete all stakeholder interviews in the first two weeks of engagement

Budget: \$141,250*

* To ensure that we remain within the designated budget, timely feedback on all the outlined steps is essential. In the event that adjustments to the timeline or deliverables are necessary, a supplementary SOW will be developed. Your prompt and detailed feedback will play a crucial role in maintaining project alignment with the established budget and timelines. This proactive approach will allow us to efficiently address any potential modifications or enhancements required for successful project completion.

Out of Pocket Expenses: Out of pocket expenses, such as printing costs, would be pre-approved by you and billed separately. We would align on all out-of-pocket expenses, at the beginning of the engagement.

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**Appendix No. (2) Team Members****RF|BINDER TEAM BIOS**

Amy Binder – CEO & Founder

Amy founded RF|Binder in 2001, first as an independently run agency under the Ruder Finn Group umbrella, and then as part of a 2014 restructuring, as a separate woman-owned integrated communications agency. Over the past several years Amy has increased the agency's commitment to corporate social responsibility for its clients and itself. In addition to overseeing the business direction and growth of the agency, Amy is focused on ensuring that every client receives consistent, high-quality service, has continual access to the agency's best creative and strategic thinking, as well as ensuring that the agency is offering the most innovative use of newly emerging communications channels.

Amy's work has been characterized by creating integrated communications programs that work across channels from traditional to digital. She has focused on managing the issues and challenges that emerge when the interests of the public, private sector and government converge. Under Amy's leadership, RF|Binder has won over 200 industry awards since the company's founding, including Creative Agency of the Year from Holmes Report, Best Places to Work in NYC from Crains, and from PRWeek as a finalist for Best Mid-Sized Agency. Some of her proudest account work includes growing Dunkin' from a local northeastern footprint to a global category leader; positioning First American as a leader in digital transformation for the commercial property transaction process; and supporting CVS's brand transformation and CSR efforts to establish the organization as tobacco-free.

Armel Leslie – Executive Managing Director

Armel Leslie is an Executive Managing Director joining from Peaks Strategies, where he was a Partner. Peaks Strategies was acquired by RF|Binder and is now RFB | Peaks Strategies.

Armel delivers integrated brand-building campaigns for clients across the capital markets ecosystem including traditional and alternative asset management, professional services, financial technology and trade bodies.

Armel started his career at Walek & Associates in 1999 where he rose to a Partner by the time of its sale to integrated PR agency Peppercomm in 2013, where Armel was a Senior Director. Following his time at Peppercomm, Armel was a Senior Vice President at Sloane & Company before rejoining Tom Walek at Peaks Strategies.

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He graduated cum laude with a BA in History from Baruch College (CUNY), where he worked at the Press Office his senior year. A Native of South Africa, he also attended the University of South Africa (UNISA).

David Weinstock – Chief Creative Officer

David brings more than 20 years of experience in branding, advertising, design, marketing, digital, PR, experiential and content creation to his position as Chief Creative Officer at RF|Binder and leader of The Grove. The Grove, RF|Binder's creative team, won 2017 PR News' Agency Team of the Year.

David's creative approach has garnered recognition from Adweek, Ad Age, Creativity Magazine, The American Institute of Graphic Arts, Shoot Magazine, PRSA, Mercury Awards, Graphic Design USA, Print Magazine, Getty Images, and the Clio's.

Prior to joining RF|Binder, he was the Executive Creative Director for MSLGROUP NY, where he founded the creative department and oversaw creative across all channels on the agency's lead accounts. He has also held senior roles at MKTG, MRM, and McCann Worldwide. David is a graduate of Pratt Institute in New York with a degree in Communications Design.

Esther Aubry – Executive Producer

As Executive Producer, Esther leads all aspects of creative production efforts at RF|Binder including video, digital and events and brand experience. She relishes the opportunity to bring creative concepts to life and understands the importance of delivering projects within budget and on time.

Coming from a public relations background, she borrows from her understanding of media relations to develop thoughtful strategies for creating impactful content as well as successful events and real-life experiences. She focuses on developing new ways for consumers, investors, and influencers to interact with brands that are personally relevant, evoke emotion, and create memories.

In her time at RF|Binder, Esther has enjoyed working on a broad range of clients including First American, Takeda, University of Michigan School of Engineering, MarketAxess, PAX World, Ameriprise, Euclid Transactional, MyCTSAavings, The Grounded Foundation, The Rockefeller Foundation, Joy in Childhood Foundation, Dunkin', Tupperware, Truvia, Talenti, Johnson & Johnson, Wines of Germany, Wines of Chile, the Vienna Tourism Board and the Malaysian Trade Organization.

Katie Richanbach – Senior Designer

Katie Richanbach is a Senior Designer for the Grove, RF|Binder's creative team. She brings over a decade of experience from a wide variety of industries. Prior to joining RF|Binder, she was a key member of the in-house design team at IBM, working on their tent pole sectors like Watson Health and IBM Industries.

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She designed and managed a large portfolio of digital brochure systems and collateral. Her focus was on large scale, multi-tiered projects that required organizing hundreds of pages of technical content.

Before IBM she was the lead designer at Chimera Music working with artists including Yoko Ono and Sean Lennon. At AHM Brands, she designed and managed the brand for Hop Valley, one of Oregon's largest craft breweries. During her time at AHM she also worked with notable clients and partners including Nike, the University of Oregon, IAAF, as well as boutique brands spanning from hospitality to the nonprofit sector. Katie received her BFA in Communication Design from Parsons The New School for Design.

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Appendix No. (3) Data Protection Addendum

This Data Protection Addendum (“DPA”) modifies and amends this Contract between the First Party and the Second Party. This DPA sets forth the First Party’s instructions for the processing of Personal Data in connection with the Services under this Contract and the rights and obligations of both Parties. Except as expressly set forth in this DPA, this Contract shall remain unmodified and in full force and effect. In the event of any conflicts between this DPA and this Contract, this DPA will govern to the extent of the conflict.

1. **Definitions.** For the purposes of this DPA, the following terms shall have the meanings set out below. Capitalized terms used but not defined in this DPA shall have the meanings given in this Contract. All other terms in this DPA not otherwise defined in this Contract shall have the corresponding meanings given to them in applicable Privacy Laws.

“Personal Data” means any information in any form or media that (a) identifies, relates to, describes, is reasonably capable of being associated with, or is linked or reasonably linkable to, directly or indirectly, an identified or identifiable individual or household, and/or (b) is defined as “personal data,” “personal information,” “personally identifiable information,” or any similar term under any applicable Privacy Law.

“Privacy Laws” means all applicable laws and guidance, in each case as amended, consolidated, re-enacted or replaced from time to time, relating to the privacy, security, or processing of Personal Data, data breach notification, website and mobile application privacy policies and practices, processing and security of payment card information, and email, text message, or telephone communications, including the Federal Trade Commission Act, the California Consumer Privacy Act, as amended by the California Privacy Rights Act (“CCPA”), the Payment Card Industry Data Security Standard (“PCI-DSS”), the Controlling the Assault of Non-Solicited Pornography And Marketing Act (“CAN-SPAM”), the Telephone Consumer Protection Act (“TCPA”), the Colorado Privacy Act (“CPA”), the Connecticut Data Privacy Act (“CTDPA”), the Utah Consumer Privacy Act (“UCPA”), and the Virginia Consumer Data Protection Act (“VCDPA”).

2. **Roles of the Parties.** The Parties acknowledge that for purposes of applicable Privacy Laws, the First Party is the “controller,” “business,” or any similar term provided under applicable Privacy Laws, and the Second Party is the “processor,” “service provider,” “contractor,” or any similar term provided under applicable Privacy Laws.

3. **Details of Processing.** The Personal Data processed by the Second Party includes name, contact details, human resources information (as relevant) and any other Personal Data related to the Services; it relates to individuals including the First Party’s personnel, client, customer, supplier and business contacts and any other individual related to the Services; it is subject to the processing activities required for, and it is processed and transferred for, the purposes of providing the Services as set out in Appendix No. (1) and for the duration of the provision of those Services, and is transferred on a continuous basis.

4. **Use of Personal Data.** The Second Party shall only process Personal Data under this Contract for the limited and specific purpose of performing the Services, and at all times in compliance with this DPA and applicable Privacy Laws and shall provide the same level of privacy protection as is required by applicable Privacy Laws. The Second Party shall notify the First Party without undue delay if

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the Second Party makes a determination that it can no longer meet its obligations under applicable Privacy Laws. The First Party shall have the right to (a) take reasonable and appropriate steps to help ensure that the Second Party uses the Personal Data in a manner consistent with the First Party's obligations under this DPA and applicable Privacy Laws, and (b) stop and remediate any unauthorized use of the Personal Data. The Second Party shall limit access to Personal Data to employees who have a reasonable need to know such Personal Data for purposes of performing the Services and are subject to an appropriate duty to maintain the privacy, security, and confidentiality of such Personal Data.

5. **Prohibitions.** The Second Party is expressly prohibited from:
- a. selling the Personal Data;
 - b. sharing the Personal Data for cross-context behavioral advertising purposes;
 - c. retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the Services;
 - d. retaining, using, or disclosing the Personal Data outside of the direct business relationship between the Second Party and the First Party; and
 - e. combining the Personal Data received from the First Party with any Personal Data that may be collected from the Second Party's separate interactions with the individual(s) to whom the Personal Data relates or from any other sources.

The Second Party certifies that the Second Party understands and will comply with each of the foregoing restrictions.

6. **De-Identified Data.** To the extent the Second Party receives de-identified data (as such term is defined under applicable Privacy Laws) from the First Party, the Second Party shall: (i) take reasonable measures to ensure that the data cannot be associated with an identified or identifiable individual; (ii) publicly commit to maintain and use the data only in a de-identified fashion; and (iii) not attempt to re-identify the data.

7. **Use of Subcontractors.** Notwithstanding section 12 of this Contract, the Second Party shall notify the First Party in writing prior to engaging any subcontractor to assist in processing any Personal Data or allowing a subcontractor to engage another third party to assist in processing any Personal Data. The Second Party shall provide the First Party with a reasonable opportunity to object to the use of any subcontractor and shall only engage subcontractors to process Personal Data on its behalf pursuant to a written contract that requires the subcontractor to meet the Second Party's obligations under this DPA and applicable Privacy Laws with respect to the Personal Data.

8. **Assistance.** Taking into account the nature of the processing, the Second Party shall assist the First Party through appropriate technical and organizational measures in responding to requests from individuals pursuant to their rights under applicable Privacy Laws, including by providing, deleting or correcting the relevant Personal Data, or by enabling the First Party to do the same.

9. **Security Measures.** The Parties shall implement and maintain reasonable and appropriate technical and organizational measures, policies, procedures, and practices, appropriate to the nature and

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risk of the Personal Data and the processing and at least consistent with industry standards applicable to the Parties, to protect Personal Data processed in connection with the Services against loss, theft, misuse, or unauthorized or illegal access, destruction, use, modification, alteration, or disclosure ("Security Incident").

10. **Security Incidents.** The Second Party will notify the First Party in writing without undue delay, but in any event within twenty-four hours of discovery, in the event any Personal Data is subject to an actual or suspected Security Incident. Such notice shall include, at a minimum:

- a. a description of the Security Incident;
- b. the types of Personal Data impacted by the Security Incident, including the identities of individuals whose Personal Data was impacted;
- c. steps the Second Party has taken and will take to mitigate the impact of the Security Incident and remediate the causes of the Security Incident; and
- d. any other information reasonably requested by the First Party.

The Second Party shall provide the First Party with reasonable assistance in responding to such Security Incident, including with respect to notifying impacted individuals and authorities, and shall be solely responsible for all costs related thereto.

11. **Access and Audits.** In accordance with section 3(d) of this Contract, the Second Party shall make available to the First Party all information in its possession necessary to demonstrate the Second Party's compliance with its obligations under this DPA and applicable Privacy Laws. The Second Party shall allow and cooperate with reasonable assessments and monitoring by the First Party or the First Party's designated auditor of the Second Party's compliance with its obligations under this DPA and applicable Privacy Laws, including through measures such as ongoing manual reviews, automated scans, and regular assessments, audits or other technical and operational testing. The First Party shall be permitted to conduct such an assessment at least once every twelve months, or more frequently if the First Party reasonably believes, after consultation and a review of its concerns with the Second Party, the Second Party to be in material violation of this DPA or applicable Privacy Laws. The Second Party may, where permitted by applicable Privacy Laws, provide an assessment conducted by a qualified and independent auditor, at the Second Party's expense, of the Second Party's technical and organizational measures in support of its obligations under this DPA and applicable Privacy Laws using an appropriate and accepted control standard or framework and assessment procedure for such assessment. The Second Party shall provide a report of such assessment to the First Party upon request.

12. **Deletion of Personal Data.** At the First Party's choice and direction, the Second Party shall delete or return all Personal Data to the First Party as requested at the end of the provision of the Services, unless retention of the Personal Data is required by law, in which case, the Second Party shall notify the First Party without undue delay of such legal requirement and shall upon the expiration of such retention obligation immediately delete or return the Personal Data, at the First Party's choice and direction. Upon completing the deletion of any Personal Data at the direction of the First Party, the Second Party shall provide the First Party with written certification of such deletion.

13. **Indemnification.** The Second Party shall indemnify, defend, and hold harmless the First

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Party from and against any and all claims, actions, damages, expenses, losses, liabilities, fees, costs, or penalties incurred by or asserted against the First Party to the extent caused by or arising out of the Second Party's failure to comply with its obligations under this DPA or applicable Privacy Laws or a Security Incident.