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.

<table>
<thead>
<tr>
<th>1. Name of Registrant</th>
<th>2. Registration Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vippi Media Inc.</td>
<td>7057</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Primary Address of Registrant</th>
</tr>
</thead>
<tbody>
<tr>
<td>61 Sherwood Avenue, Englewood Cliffs, New Jersey, NJ 07632</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Name of Foreign Principal</th>
<th>5. Address of Foreign Principal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consulate General of The People's Republic of China in New York</td>
<td>520 12th Avenue New York City, NY 10036</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Country/Region Represented</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHINA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. Indicate whether the foreign principal is one of the following:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Government of a foreign country¹</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
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<tr>
<td></td>
</tr>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>8. If the foreign principal is a foreign government, state:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Branch or agency represented by the registrant</td>
</tr>
<tr>
<td>Consulate General of The People’s Republic of China in New York</td>
</tr>
<tr>
<td>b) Name and title of official with whom registrant engages</td>
</tr>
<tr>
<td>Lingyan Bai, Consul</td>
</tr>
</tbody>
</table>

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 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
      Owned by a foreign government, foreign political party, or other foreign principal
      Directed by a foreign government, foreign political party, or other foreign principal
      Controlled by a foreign government, foreign political party, or other foreign principal
      Financed by a foreign government, foreign political party, or other foreign principal
      Subsidized in part by a foreign government, foreign political party, or other foreign principal
      Yes □ No □ Yes □ No □ Yes □ No □ Yes □ No □ Yes □ No □ Yes □ No □ 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
12/10/2021 Vipinder S Jaswal /s/Vipinder S Jaswal
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: 10 December 2021
Printed Name: Vipinder S. Jasial
Signature: [Signature]

[Additional lines for printed name and signature left blank]
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
Vippi Media Inc.

2. Registration Number
7057

3. Name of Foreign Principal
Consulate General of The People's Republic of China in New York

Check Appropriate Box:

4. [x] 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? 11/22/2021

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

This is a contract from 22 November 2021 to 13 March 2022 where Vippi Media Inc. provides the Consulate General of The People’s Republic of China in New York with a promotional campaign on social media for the upcoming Olympics and Paralympics in 2022 held in Beijing.
9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal. 

The activities are to promote the Olympics and Paralympics on social media.
To oversee strategy, creative content, distribution across a variety of social media platforms.

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

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.

11. Prior to the date of registration 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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Contact</th>
<th>Method</th>
<th>Purpose</th>
</tr>
</thead>
</table>

Set forth below in the required detail the registrant's political activities.
12. During the period beginning 60 days prior to the obligation to register\(^3\) 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.

<table>
<thead>
<tr>
<th>Date Received</th>
<th>From Whom</th>
<th>Purpose</th>
<th>Amount/Thing of Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/23/2021</td>
<td>Consulate General of The People's Republic of China in New York</td>
<td>Monies payable in advance for contract</td>
<td>$210,000.00</td>
</tr>
</tbody>
</table>

13. During the period beginning 60 days prior to the obligation to register\(^4\) for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes □ No ☑

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

<table>
<thead>
<tr>
<th>Date</th>
<th>Recipient</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$210,000.00</td>
</tr>
</tbody>
</table>

---

\(^1\) "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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Printed Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/10/2021</td>
<td>Vipinder S Jaswal</td>
<td>/s/Vipinder S Jaswal</td>
</tr>
</tbody>
</table>
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

10 December 2021  Vipinder S. Jasial  

[Signature]
MASTER SERVICES AGREEMENT

This Master Services Agreement (Agreement) is effective as of 22nd November 2021 (Effective Date):

BY AND BETWEEN

Vippi Media Inc. a USA corporation, with offices located at Sherwood Avenue, Englewood Cliffs, New Jersey, 07632, USA. (Hereinafter referred to as “VMI”);

and

Consulate General of The People’s Republic of China in New York with offices located at 520 12th Avenue, New York, NY 10036. (Hereinafter referred to as the “Client”);

VMI and the Client shall hereinafter be referred to collectively as the “Parties” and individually as the “Party”

WHEREAS

A. VMI is engaged in the business of providing Advisory and Consulting Services;
B. The Client is desirous of utilizing the services of VMI for developing a specific campaign or marketing initiative outlined on the terms described below and in the applicable Statement of Work and in any future Statements of Work signed by both parties that are subject to this Agreement (individually a “Statement of Work” and collectively, the “Statements of Work).
C. VMI agrees to perform for the Client the services described in the Statement of Work according to the specifications detailed therein (collectively, the “Services”), and Client agrees to pay VMI the compensation described in the applicable Statement of Work for VMI’s performance of the Services and all rights granted to Client under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the Parties to this Agreement, the Parties covenant and agree as follows:

1. Terms
The terms of this Agreement shall remain in effect and be binding upon the Parties commencing on the date of its execution and concluding upon termination by either Party. VMI and the Client have the right to mutually amend this Agreement.

1.1. Either Party will not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of this Agreement. VMI’s maximum liability under this Agreement shall not exceed the total fees received by it hereunder. This
Agreement is entered into and the governing jurisdiction shall be New York, USA and any and all disputes shall be within the jurisdiction of the courts of New York, USA.

2. Payment Terms

2.1 Invoices issued by VMI in pursuance to this Agreement are payable by the Client upon receipt of the invoice unless otherwise noted in the applicable Statement of Work.

2.2 All payments under this Agreement shall be gross payments. Should an invoice be disputed by the Client then the Client shall inform VMI upon receipt of the invoice to ensure timely resolution of the disputed item(s). The date of the receipt of the invoice shall be deemed to be 24 hours from the date that the invoice was emailed to the Client. The Client and VMI agree that outstanding invoices which are not in dispute and for which VMI has not received payment pursuant to the terms of this Agreement shall be subject to interest at the rate of (1.5%) per month or (18%) per annum.

3. Confidentiality

3.1 It is recognized that VMI will receive from the Client from time-to-time documents and background information relating to Client’s operations and plans which the Client regards as confidential. Client agrees to identify all such documents and information as “confidential.” All such documents and information and all reports and analyses prepared by VMI for Client are herein referred to as “Confidential Information.” VMI will use its best efforts to ensure that all Confidential Information will be kept confidential and will not, except with the Client’s prior consent, be disclosed to any person who is not an employee of VMI or who has not entered into a Confidentiality Agreement with VMI in relation to the Client. VMI will limit access to the Confidential Information to those of its employees or subcontractors who have a need to know such information in the performance of their duties in connection with this Agreement. The parties agree that neither party will have any liability under this Agreement with respect to the disclosure and/or use of such Confidential Information that:

a) is or has become publicly known without breach of this Agreement by the disclosing party; or
b) was known by the disclosing party prior to the non-disclosing party’s disclosure of such information to the disclosing party; or
c) has subsequently become known to the disclosing party on a non-confidential basis from a source other than the non-disclosing party without any breach of any obligation imposed by this Agreement.

4. Client Approvals & Revisions

4.1 The Client will approve in writing all Influencers and distribution channels related to this Agreement prior to VMI contracting the Influencers and distribution channels. The Client agrees to provide approval within two (2) business days of VMI presenting viable Influencers and distribution channels related to the Services/Deliverables outlined in the applicable Statement of Work via email or any other form of electronic communication.
This time period can be extended at the sole discretion of VMI and any delay will be attributed to the Client.

4.2 The Client will approve all content provided by VMI, to the Client, within two (2) business days of the Client having received the content via email or any other form of electronic communication. The content provided shall be in line with concepts pre-approved by the Client. This time period can be extended at the sole discretion of VMI and any delay will be attributed to the Client. The Client shall be entitled to 1 revision of content created be either 1) Influencers or 2) VMI Content team.

4.3 Any delay by the Client in providing approval within the timeframe indicated above may cause the timelines as set out in the applicable Statement of Work for the service term provided by VMI to be unachievable or delayed prior to or beyond the service term.

5. Timelines

5.1 It is clearly understood that the service terms for services/deliverables provided under this Agreement may be subject to change. The Client and VMI may agree to change the timelines referred to in the applicable Statement of Work upon mutual written consent. Any delay with respect to approvals and reviews by the Client, that affect the timelines of the service term in the applicable Statement of Work, that are the result of the actions or omissions of the Client shall not be attributed to VMI and any harm or prejudice to the Client as a result of the Client’s delays shall be fully attributed to the Client and not VMI. VMI reserves the right to issue a Change of Scope order with a revised total fee in the event delays are attributed to the Client’s actions or omissions.

6. Competition

6.1 If, in the future, the Client wishes to engage or enter into a contractual relationship with any of the Influencers or Content Creators that have provided services under this Agreement, the Client agrees that they must do so through VMI. This clause shall be applicable and stand in force for a period of 12 (twelve) months following the completion date of the Agreement. If the Client breaches this clause, then the Client agrees to pay VMI a sum equal to 40% of the gross amount paid by the Client to the Influencer(s) and or Content Creator(s) for any and all services during the aforementioned 12 (twelve) month period. The Client shall pay VMI related here to within 10 (ten) business days from the date of the executed contract with the Influencer(s) and or Content Creator(s).

7. Performance

7.1 It is clearly understood by the Client that VMI does not guarantee any specific performance of the services/deliverables to the Client in this Agreement unless specifically outlined in the applicable Statement of Work and more specifically in the
Services. If this Agreement relates to mobile application promotion, then there is no guarantee related to downloads or installs of the Client's application(s).

8. **Intellectual Property Rights**

8.1 VMI shall not modify any contents, logos, trademarks, which are owned and controlled by the Client without prior approval of the Client.

8.2 The Client authorizes VMI to utilize the name or trademarks of the Client and make any disclosures concerning this Agreement, provided that such use or disclosure shall be required as part of VMI providing services to the Client related to this Agreement. Further the Client authorizes VMI to utilize the name, trademarks of the Client and services/deliverables related to this Agreement for marketing purposes and for any case studies that VMI creates related to this Agreement.

9. **Indemnification**

9.1 The Client agrees to indemnify, defend and hold harmless VMI from and against any and all claims, demands, damages, liabilities, costs (including settlement costs) and expenses associated therewith (including, but not limited to, reasonable legal fees), based on or arising from any information or materials supplied by or on behalf of the Client, or from the use of the Client’s products, or from the Client’s unauthorized or inappropriate use of Third-Party Intellectual Property.

Survival of Indemnities: The indemnities under this section shall survive the termination or expiration of this Agreement.

9.2 VMI agrees to indemnify, defend and hold harmless the Client, its parent, affiliates and their respective members, officers, directors, employees, shareholders, subcontractors and agents, against any loss, cost or expense (including reasonable attorneys’ fees) that any such indemnitee may sustain or incur as a result of any third party claim (a “Legal Action”) arising out of: 1) any Deliverable(s) or other materials provided by VMI (or any subcontractor it hires pursuant to this Agreement) subject to any applicable third party restrictions (which Client is notified of in a timely manner at the time of providing such Deliverable(s) to Client), including any claim that such materials infringe upon, violate or misappropriate the intellectual property rights, rights of privacy, rights of publicity or other proprietary rights of a third party, 2) the negligence or willful misconduct of VMI personnel, employees, contractors or agents including any claim that an act or omission of such agent(s) caused damage to property, injury or death in connection with the Services not attributable to Client’s personnel or agents; 3) any breach or alleged breach by VMI of its representations, warranties, covenants or obligations hereinbefore; and 4) non-compliance with applicable law.

10. **Non-Solicitation of Employees et.al**

10.1 Either Party shall not either directly or indirectly, alone or in conjunction with any other person or entity, hire, solicit or attempt to solicit any employee, consultant, contractor or
personnel at any time during the Term of this Agreement and for a period of one (1) year thereafter.

11. Termination

11.1 VMI shall have the right to terminate this Agreement with 5 (five) business days notice to the Client in the event that the Client breaches any terms in this Agreement. The Client shall pay VMI for any services rendered and expenses incurred up to the date that this Agreement is terminated.

11.2 Client may terminate this Agreement for convenience upon 5 (five) days’ prior written notice to VMI. If Client terminates this Agreement for convenience as provided herein, Client agrees that it shall make payment to VMI of the undisputed amount for all Services rendered and Expenses incurred in connection therewith for the period up to the effective date of the termination of this Agreement.

11.3 Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of this Agreement and shall have failed to cure such breach, if curable, within 5 (five) days’ notice from the non-breaching party.

12. Definitions and Deliverable Models

12.1 Social Media Interactions include a summary of performance metrics per platform as described below:
   - **Instagram Feed Posts:** Total Views, Likes, Comments, Shares & Saves
   - **Instagram Stories:** Views per individual frame, Shares, Replies, Sticker Taps
   - **Tik Tok:** Likes, Shares, Comments
   - **Twitch:** Viewership, Impressions, and Live chat engagement

12.2 **SOCIAL MEDIA IMPRESSIONS** is referred to as the number of times a piece of content is displayed on a particular social media platform. Each platform measures Impressions independently. All Impressions served as part of this campaign have verifiable screenshots and or API level verification to accompany its delivery.

12.3 Social Media Influencers and Content Creators are referred to as Influencers engaged in this Services Agreement and contractually obligated to provide services.
   - **Tiers of Influencers and their Following:**
     - **Celebrity Influencer - Instagram (2M+), Tik Tok (2.5M)**
     - **Macro Influencer - Instagram (500K-2M), Tik Tok (750K-2.5M)**
     - **Mid-Tier Influencer - Instagram (100K-500K), Tik Tok (150K-750K)**
     - **Micro Influencer - Instagram (10K-100K), Tik Tok (50K-150K)**
     - **Nano Influencer - Instagram (2.5K-10K), Tik Tok (5K-10K)**

12.4 Performance Marketing metrics are defined below:
   - “Affiliate” means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity.
b. “CPA Deliverables” means Deliverables sold on a cost per acquisition basis.
c. “CPC Deliverables” means Deliverables sold on a cost per click basis.
d. “CPL Deliverables” means Deliverables sold on a cost per lead basis.
e. “CPM Deliverables” means Deliverables sold on a cost per thousand Impression basis.
f. “CPR Deliverables” means Deliverables sold on a cost per registration to the Client’s website or mobile application.

“Flat Rate Agency Fee”: means Deliverables sold on a flat rate fee based off of a specific percentage of spend

13. Force Majeure

13.1 Neither party shall be liable for any delay or failure to perform its obligations hereunder (other than Company’s payment obligations), if such delay or failure is due to any cause beyond its control, including without limitation, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth in the first paragraph hereof.

Consulate General of The People’s Republic of China in New York

By: Consulate General of the PRC in New York
Name: Lingyan Bai
Title: Consul
Date: 11/22/2021

Vippi Media Inc.

By: Vipp Jaswal
Name: Vipp Jaswal
Title: Group CEO
Date: 11/22/2021
**Statement of Work (OLYMPICS-21-1)**

**Assumptions:**
This Statement of Work is based on information reviewed between VMI and the Client. Every effort has been made by VMI and the Client to ensure that the information provided in this document is accurate.

**Service Term:**

**Start Date: November 22, 2021**  
**Completion Date: March 13, 2022**

**Campaign Name:** Beijing Winter Olympics & Paralympic 2022 Influencer Marketing Campaign

**Campaign Overview:**
- VMI to strategize and execute an Influencer Marketing campaign promoting the Beijing Winter Olympics & Paralympic 2022 in the USA.
- Influencers to be activated to drive viewership, mass awareness and premium content.
- VMI to oversee strategy, creative, distribution, and influencer management.
- Deliverables outlined herein are subject to change upon being mutually agreed upon by both parties in writing (email).
- A Change of Scope form will be issued for changes in Deliverables, Fees & Timelines.
1. **SERVICES**

**DELIVERABLES:**

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
<th>Deliverables</th>
<th>Estimated Impressions</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Macro Influencer</td>
<td>3</td>
<td>• Minimum 500,000 social media followers&lt;br&gt;• <strong>Platform: Twitch, Instagram, or TikTok</strong>&lt;br&gt;• Producing &amp; publishing a minimum of: o 3-5 Deliverables o Deliverables are to be crafted on a custom basis to fit the Creator’s audience, platforms, and creative activations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mid-Tier Influencer</td>
<td>3</td>
<td>• Minimum 100,000 social media followers&lt;br&gt;• <strong>Platform: Twitch, Instagram, or TikTok</strong>&lt;br&gt;• Producing &amp; publishing a minimum of: o 3-5 Deliverables o Deliverables are to be crafted on a custom basis to fit the Creator’s audience, platforms, and creative activations</td>
<td>3,400,000</td>
<td>$300,000 USD</td>
</tr>
<tr>
<td>Social Publishers</td>
<td>2</td>
<td>• Minimum 100,000 social media followers&lt;br&gt;• <strong>Platform: Instagram</strong>&lt;br&gt;• Producing &amp; publishing a minimum of: o 3-5 Deliverables o Deliverables are to be crafted on a custom basis to fit the Creator’s audience, platforms, and creative activations</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**DELIVERABLE TIMELINE:**

<table>
<thead>
<tr>
<th>Period</th>
<th>Amount</th>
<th>Deliverables</th>
<th>Estimated Impressions</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 22 -</td>
<td></td>
<td>• <strong>Platform: Twitch, Instagram, or TikTok</strong></td>
<td></td>
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<tr>
<td>February 3</td>
<td></td>
<td>• Minimum 6 deliverables.</td>
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<td></td>
<td></td>
<td>• Client has option to change deliverable quantity with reasonable notice to VMI.</td>
<td></td>
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<td></td>
<td></td>
<td>• Deliverables are to be crafted on a custom basis to fit the Creator’s audience, platforms, creative activations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>February 4 -</td>
<td></td>
<td>• <strong>Platform: Twitch, Instagram, or TikTok</strong></td>
<td></td>
<td>$300,000 USD</td>
</tr>
<tr>
<td>February 20</td>
<td></td>
<td>• Minimum 10 deliverables</td>
<td>3,400,000</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>• Client has option to change deliverable quantity with reasonable notice to VMI.</td>
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<tr>
<td></td>
<td></td>
<td>• Deliverables are to be crafted on a custom basis to fit the Creator’s audience, platforms, creative activations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>February 21 -</td>
<td></td>
<td>• <strong>Platform: Twitch, Instagram, or TikTok</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>March 3</td>
<td></td>
<td>• Minimum 4 deliverables</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Client has option to change deliverable quantity with reasonable notice to VMI.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Deliverables are to be crafted on a custom basis to fit the Creator’s audience, platforms, creative activations.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
March 4 - March 13

- Platform: Twitch, Instagram, or TikTok
- Minimum 4 deliverables
- Client has option to change deliverable quantity with reasonable notice to VMI.
- Deliverables are to be crafted on a custom basis to fit the Creator’s audience, platforms, creative activations.

March 13

End report and learnings presented to team

DELIVERABLE CONTENT:

Focus on Beijing & China elements.
70% for Beijing Winter Olympics & Paralympic & Chinese featured cultures.
- Interesting and meaningful things before/during/after Beijing Winter Olympics such as athletes’ preparations in Beijing, new competing items, 3 Olympic Villages, new techs used in this Winter Olympics & Paralympic, touching moments, etc.
- Beijing’s history, cultural relics, modern life of people, new trends, etc.

20% for cooperation and any good things in China-US relations.
- High-lever exchanges & positive outcomes.
- Cooperation on climate change, biodiversity, new energy, etc.

10% for our Consulate General’s news and trends.
- Promotion for what we post on social media platforms of our Consulate General such as Twitter, Facebook, Instagram, YouTube.
- Some Zoom calls & live broadcasts on the above platforms between our Consulate General and top influencers.

DELIVERABLE DESCRIPTION:

- Work with Client to ensure required assets provided, develop research brief, attend results meeting and execute required changes prior to production per client direction
- Producer evaluating all concepts against budget
- Content generated by Influencers
• VMI is responsible for sourcing and contracting influencers.
• VMI to pay influencers.
• This Statement of Work is managed by VMI at all touchpoints in a campaign period, starting with the Client kick-off call, to final campaign overview call.

2. Content Licensing

Term: Custom licensing based on usage needs.
Channels: Website, Social, Digital Assets
License type: Exclusive
Limitations & Ownership: Influencer content is owned by the respective Influencer.
Notes: Effective date is calculated from the date the content is approved by the Client unless otherwise agreed upon.

3. Fees

Service Fees: $300,000 USD
Sales Tax: N/A
Payment Terms:
70% due upon Statement of Work signature. (Services/Deliverables will not commence until this payment has been received)
15% due 3 January 2022
15% due 24 February 2022

To avoid disruption of influencer service deliverables, invoices are due immediately.

Client Invoicing Information
Client Contact Name: Consulate General of The People’s Republic of China in New York
Client Contact Email: nypressoffice@gmail.com
Client Contact Phone #: 212-244-9392 Ext.1712/1701

4. Technology Access to Enable Client to View Reports

Users requested: Consulate General of The People’s Republic of China in New York
User emails: nypressoffice@gmail.com
IN WITNESS WHEREOF, the parties have executed this Statement of Work as of this date:

November 22th 2021

Consulate General of The People’s Republic of China in New York

By: Consulate General of the PRC in New York

Name: Lingyan Bai
Title: Consul
Date: 11/22/2021

Vippi Media Inc.

By: Vipp Jaswal
Name: Vipp Jaswal
Title: Group CEO
Date: 11/22/2021