

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

IPG DXTRA Entertainment, Inc. d/b/a Rogers & Cowan|PMK

2. Registration Number

7327

3. Primary Address of Registrant

1840 Century Park East, 18th Floor, Los Angeles, CA 90067

4. Name of Foreign Principal

Royal Film Commission - Jordan (RFC)

5. Address of Foreign PrincipalP.O. Box 811 991
Amman, Jordan
JORDAN 11181**6. Country/Region Represented**

JORDAN

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*) Film Commission☐ Individual-State nationality _____**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

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

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.

To develop an internationally competitive Jordanian film industry.

- 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).

Item 10(b) Supervised: The RFC was established by the Jordanian government.

Item 10(b) Owned: The RFC was established by the Jordanian government.

Item 10(b) Directed: The RFC was established by the Jordanian government.

Item 10(b) Controlled: The RFC was established by the Jordanian government.

Item 10(b) Subsidized: The RFC relies on government funds, as well as private donations and grants.

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

09/27/2023Joshua Kaufman/s/ Joshua Kaufman

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

Sept. 27, 2023

Joshua Kaufman



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

IPG DXTRA Entertainment, Inc. d/b/a Rogers & Cowan | PMK

2. Registration Number

7327

3. Name of Foreign Principal

Royal Film Commission - Jordan (RFC)

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? 09/18/2023
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will provide counsel to generate publicity for a studio launch and the RFC anniversary.

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

See Appendix for Response

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.

See Appendix for Response

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

09/27/2023Joshua Kaufman/s/Joshua Kaufman

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

Sept. 27, 2023

Joshua Kaufman



Appendix

Response to Item 9

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

Activities include:

- Draft and distribute press releases
- Executive visibility for RFC leadership
- Arranging meetings with others in the entertainment industry
- Arranging meetings with the media
- Supporting RFC's publicity efforts
- Advising RFC on entertainment industry matters

Appendix

Response to Item 10

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

Activities to promote the RFC's goals include:

- Draft and distribute press releases
- Executive visibility for RFC leadership
- Arranging meetings with others in the entertainment industry
- Arranging meetings with the media
- Supporting RFC's publicity efforts
- Advising RFC on entertainment industry matters



Mr. Mohannad Al-Bakri
Royal Film Commission – Jordan (RFC)
1st Circle, Jabal Amman 7 Moar Bin Al Hhattab Street
Jordan

September 17, 2023

Re: Rogers & Cowan|PMK Agreement for Professional Services

Dear Mr. Al-Bakri,

This letter agreement (“Agreement”) sets forth the terms and conditions under which IPG DXTRA Entertainment, Inc. d/b/a Rogers & Cowan|PMK (“Agency”) agrees to provide public relations, marketing communications and related consulting services to the Royal Film Commission – Jordan (RFC) (“Client”), effective as of September 18, 2023 (the “Effective Date”).

1. Services. Agency shall provide to Client the services set forth in Statements of Work (each, a “Statement of Work” or an “SOW”) in the form of Exhibit A, which shall be signed and dated, and shall be subject to the terms and conditions set forth herein. The services set forth on each Statement of Work are referred to herein collectively, as the “Services”. The initial project to be undertaken by the Agency is attached. In the event of a conflict between the terms of any SOW and this Agreement, the terms of the SOW shall govern with respect to the Services to be performed thereunder.

2. Compensation & Expenses.

For the Services and outlays on Client’s behalf, Client agrees to pay Agency compensation as follows:

- a. Fees. Client shall pay Agency the fees (“Fees”) set forth on each SOW.
- b. Expenses. Client shall reimburse Agency for Agency’s reasonable, actual out-of-pocket expenditures as set forth on each SOW. Any expenses paid directly by Agency shall be invoiced to Client at the net cost. Agency reserves the right to pre-bill any expense in excess of \$10,000 as provided in the SOW.

3. Billing.

a. Agency shall bill Client for the Fees as set forth on each SOW and for reimbursable expenses incurred by Agency during the previous and/or prior months. In the absence of any invoicing schedule in the SOW, such fees shall be invoiced monthly in advance. Payment is due no later than thirty (30) days from the invoice date.

b. Agency reserves the right to charge Client a late payment penalty of one and one-half percent (1.5%) per month on overdue accounts; provided, however, that Agency agrees to not assess a late penalty until an account is more than thirty (30) days past due. In no event will the rate of such penalty be higher than the maximum rate allowable under applicable law. In case of delinquency of Client’s payments or any impairment of Client’s credit as Agency reasonably deems might endanger future payments, Agency reserves the right to change the requirements as to terms of payment under this Agreement. Should Client

be in default with respect to payment under this Agreement, Agency reserves the right to suspend some or all services hereunder until arrangements satisfactory to the Agency are made. Client agrees to reimburse Agency for any costs incurred (including reasonable attorneys' fees and court costs) in connection with Agency's attempts to collect any sums that are over thirty (30) days past due. In the event of a disputed charge, Client shall notify Agency in writing of the disputed amount within thirty (30) days of the invoice date, specifically identify the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation. In the event of a termination due to Client's failure to pay, Client shall be liable for the obligations set forth in the second and third sentences of Section 12.

4. Term; Termination.

a. This Agreement is effective as of the Effective Date first stated above and will continue in full force and effect until either party gives the other party at least thirty (30) days' prior written notice to terminate. During any notice period, the Agreement will remain in full force and effect and the rights, duties and responsibilities of Agency and Client shall continue, including the placing of advertising materials in any media whose dates fall within the notice period. With respect to the notice period, as applicable:

i. for Services provided on the basis of a fixed or minimum monthly fee, Agency will be entitled to receive the fixed or minimum monthly fee through the date of termination of the Agreement, and the fixed or minimum monthly fee for any partial month shall be prorated based on the number of days elapsed in such partial month prior to the date of termination of this Agreement;

ii. for Services provided on an hourly basis, Agency will be entitled to receive, at a minimum, fees in an amount not less than the fees due to Agency for the ninety (90) day period immediately preceding the date notice is delivered; and the hourly time charges for any Services provided during the Notice Period, including any transition services, shall be credited against the minimum fee described herein; and

iii. for Services provided on a project fee basis, Agency will be entitled to receive fees for all hours actually worked towards completion of the project, at Agency's standard hourly rates, provided that such amount shall not exceed the total fee budget approved for the project.

Any expenses to be incurred during the notice period will require Client's prior approval for such and Client understands that expense invoicing may occur after the termination date. The entire period during which this Agreement is in effect is referred to herein as the "Term".

b. Upon termination, any materials or services Agency has committed to purchase for Client shall be paid for by Client, and Agency shall receive applicable compensation as outlined herein. Agency shall transfer, assign and make available to Client or Client's representative all property and materials in Agency's possession or control belonging to and paid for by Client, provided that there is no overdue indebtedness then owing by Client to Agency.

5. Procurement of Third Party Goods and Services. Client authorizes Agency, to enter into contracts with pre-approved third parties offering goods and services that are ancillary or related to the Services and necessary for Agency to provide the Services, including without limitation technology partners, talent, media owners, data services, analytics services and research services ("Vendors"). Agency shall either (i) enter into Vendor contracts as an agent for a disclosed principal and Client assumes all liability under such Vendor contracts or (ii) pass-through or assign to Client the rights Agency obtains from the Vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable. Agency will use commercially

reasonable efforts to guard against any loss to Client resulting from the failure or improper performance by Vendors, but Agency's liability in connection with such Vendors shall not under any circumstances exceed the amounts recoverable by Agency from such Vendors.

6. Confidentiality. Each party (the "Receiving Party") will treat as confidential and properly safeguard any and all information, documents, papers, programs and ideas relating to the other party (the "Disclosing Party"), its operations, finances and products, disclosed to the Receiving Party and designated by the Disclosing Party as confidential or which should be reasonably understood to be confidential ("Confidential Information"). Confidential Information shall not include information that (a) is or falls into the public domain; (b) is disclosed to the Receiving Party by a third party which is not under an obligation of confidentiality to the Disclosing Party; (c) was already known to the Receiving Party; and/or (d) is independently developed by the Receiving Party without reference to Confidential Information. In the event the Receiving Party is required by a subpoena or other legal process to disclose the Disclosing Party's Confidential Information, the Receiving Party shall: (i) if legally permitted, inform the Disclosing Party of such requirement; and (ii) only provide such Confidential Information of the Disclosing Party that is legally required. In the course of performing the Services, Agency may disclose Confidential Information as Client shall have approved for disclosure. This provision shall survive the termination of this Agreement and shall remain in full force and effect for a period of three (3) years following the completion of Services.

7. Ownership; Use of Materials.

a. As between Agency and Client, Client shall be sole owner of all rights in and to materials developed and produced by Agency on Client's behalf, provided Client has paid all invoices due and owing to Agency pursuant to this Agreement. Notwithstanding anything in this Agreement to the contrary, Client understands and agrees that its rights in any third party materials or any services including, without limitation, stock photos, licensed materials or talent and talent residuals ("Third Party Materials"), are subject to any terms and conditions set forth in any applicable agreement. If Agency wishes to utilize any Third Party Materials that are subject to limitations on Client's ability to use such Third Party Materials, Agency shall disclose such limitations to Client in writing and obtain Client's written consent to utilize such Third Party Materials in the Services, and thereafter, Client agrees to comply with such terms and conditions.

b. Notwithstanding anything in this Agreement to the contrary, Agency retains all of its rights, title and interest in and to (including, without limitation, the unlimited right to use) (i) all materials owned by or licensed to Agency prior to, or independent from, the performance of services under this Agreement, and all modifications thereof, and (ii) all generic or proprietary information, and all ideas, methodologies, software, applications, processes or procedures used, created or developed by Agency in the general conduct of its business.

8. Non-Solicitation. During the Term hereof and for a six-month period thereafter, neither party shall solicit, employ, or attempt to employ, directly or indirectly (whether as employee, consultant or otherwise) any employee of the other party (or any former employee whose employment terminated within the previous six months) without the other party's prior written consent. If during the Term hereof or six months thereafter a party engages the services of an employee of the other party without the other party's prior written consent, the hiring party agrees to pay the other party a fee calculated as thirty percent (30%) of that person's new annual salary and any other compensation.

9. Client Obligations. Client shall be responsible for: (a) the accuracy and completeness of information concerning Client's organization, products, services and Client's competitors' products and services, provided to Agency by Client or by a third party authorized by Client; (b) any ideas or directions, provided to Agency by Client or by a third party authorized by Client; (c) rights, licenses and permissions

to use materials furnished to Agency by Client or by a third party on Client's behalf; (d) compliance with all laws and regulations applicable to Client's business (including all securities laws); and (e) the content of any press releases or other disseminated statements, information or materials approved by Client.

10. Indemnification.

a. Client shall defend, indemnify and hold Agency harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) (collectively "Loss") resulting from claims made against Agency by any third party, including any governmental entity, which arise out of or in connection with (i) Client's obligations under Section 9 above; (ii) information or materials supplied to Agency by Client or a third party authorized by Client; (iii) as a result of any governmental investigation, proceeding or administrative hearing regarding the Services, unless due to Agency's negligence; (iv) Client's products, services or premiums; (v) Client's failure to pay any and all amounts owed to third parties or any claims raised by third parties against Agency related to Vendors; and (vi) Client's use of any third party materials in violation of the terms and conditions set forth in the agreements governing the use of such third party materials. In matters in which Agency is not a party, Client shall pay or reimburse Agency for all reasonable attorneys' fees and expenses Agency incurs and for all Agency personnel time incurred (at Agency's then current hourly rates) in connection with Agency's response to subpoenas, depositions, discovery demands, and other inquiries arising from suits, proceedings, legislative or regulatory hearings, investigations, or other civil or criminal proceedings in which Client is a party, subject, or target.

b. Agency shall indemnify, defend and hold Client harmless for all Loss with respect to any third party claim or action against Client arising out of or in connection with (i) material prepared by Agency on Client's behalf to the extent it asserts a claim for infringement of copyright, piracy, or plagiarism; or (ii) Agency's failure to follow Client's express written instructions. Notwithstanding the foregoing, Agency shall not be liable to Client if any Loss arises out of or in connection with the materials, data or information supplied by Client to Agency, or as a result of Client's use of any materials, data or information in violation of the terms of any third party agreements relating thereto.

c. Upon the assertion of any claim or the commencement of any suit or proceeding against either party (such party, the "Indemnatee") that may give rise to liability of the other party (such party, the "Indemnitor") hereunder, the Indemnatee shall notify the Indemnitor of the existence of such claim and shall give the Indemnitor reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection. The Indemnatee shall at all times have the right fully to participate in such defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business. The Indemnatee shall make available to the Indemnitor all books and records relating to the claim, and the parties agree to render to each other such assistance as may reasonably be requested in order to insure a proper and adequate defense.

d. This Section 10 shall survive the expiration or termination of this Agreement.

11. Limitation of Liability. Except for the indemnity obligations hereunder, in no event whatsoever shall either party be liable to the other hereunder for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement, even if said party has been advised of the possibility of or could have foreseen such damages. This Section 11 shall survive the termination of this Agreement.

12. Modification of Plans. Client reserves the right to modify, revise, or cancel any plans, schedules, or work, and in the event Client notifies Agency that Client wishes to do so, Agency will take steps as soon as practicable to give effect to Client's instructions. In connection with any such modification, revision or cancellation, Client agrees to pay Agency according to the terms of this Agreement for any work done, including but not limited to (a) reimbursing Agency for all expenses incurred prior to the effective date of such modification, revision or cancellation; (b) assuming Agency's liability for all contracts and commitments Agency is unable to cancel; and (c) reimbursing Agency for any cancellation penalties incurred. In addition, in the event of a modification revision or cancellation, Client shall indemnify, defend and hold Agency harmless for all Losses that result from carrying out Client's instructions.

13. Nature of Services. After material has been issued by Agency to the news media or to another third party, its use is no longer under Agency's control. Agency cannot assure the use of news material by any news organization. Similarly, Agency cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by Agency. It is understood and agreed that Agency does not stipulate or guarantee specific or overall results or returns from public relations, publicity, research or any other activity performed by Agency.

14. Force Majeure. Neither party shall be liable for any delay or failure to carry out or make continuously available its obligations under this Agreement if such delay or failure is due to any cause beyond such party's control, including without limitation restrictions of law or regulations, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.

15. Governing Law. Any controversy or claim arising out of or related to this Agreement shall be governed by the substantive laws of the State of California without regard to its conflict of law rules and shall be heard by a court of competent jurisdiction within Los Angeles, California. Both parties irrevocably consent to the jurisdiction of the state and federal courts located in Los Angeles, California.

16. Waiver. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver. Nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision.

17. Notice. All notices required under this Agreement shall be in writing and signed by the party delivering such notice and delivered to the Client and the Agency at their respective addresses set forth on the first page or via facsimile with electronic confirmation of delivery; it being understood and agreed that email correspondence shall constitute written approval pursuant to this Agreement. Any notice of termination delivered by Client shall also be sent to: IPG DXTRA, Inc., 909 Third Avenue, New York, NY 10022, Attn: Business & Legal Affairs.

18. Publicity. Agency may use Client's name and any non-confidential materials produced hereunder in Agency's portfolio, on Agency's web site, intranet, and for internal and trade purposes. Agency will be required to obtain Client's advance approval to utilize Client's trademarks or any Client materials or information in press releases, Agency brochures, or award submissions.

19. Entire Agreement; Severability. This Agreement constitutes the parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement concerning the subject matter hereof. This Agreement may only be modified in a writing signed by the

parties hereto. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

20. Execution. This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one Agreement. Delivery of an executed counterpart of a signature page to this Agreement by hand, fax or portable document format (.pdf) shall be effective as the delivery of a fully executed counterpart of this Agreement.

21. Taxes. Client shall be solely responsible to pay all taxes, however designated and of whatever nature, that are levied or imposed by reason of the transactions contemplated by this Agreement, including, without limitation, all sales, use, transfer, privilege, excise and other taxes, duties or surcharges, whether international, national, state or local, excluding, however, taxes based on Agency's net income. Agency shall not be liable for, and Client shall hold harmless and indemnify Agency against, liability for all such taxes, duties and/or surcharges.

Very truly yours,

IPG DXTRA Entertainment, Inc. d/b/a Rogers & Cowan|PMK

By: Mark Owens Date: 9.18.23
Name: Mark Owens
Title: CEO

ACCEPTED AND AGREED

Royal Film Commission – Jordan (RFC)

By: M. Bakri  Date: 17/09/2023
Name: Mohannad Bakri
Title: Managing Director

Exhibit A

Statement of Work No. 1

Reference is made to the Letter Agreement between IPG DXTRA Entertainment, Inc. d/b/a Rogers and Cowan PMK and the Royal Film Commission – Jordan (RFC) (“Client”), effective as of September 18, 2023 (the “Agreement”). This Statement of Work (“SOW”), dated September 8, 2023, is governed by the terms and conditions of the Agreement. All terms used herein and not otherwise defined herein are used as defined in the Agreement.

Project: Publicity for studio launch and RFC anniversary

Description of Services:

- Shape narratives and arrange feature stories
- Write, edit, route, pitch press releases / secure coverage for news announcements
- Create strategic timelines for stories and strategic placements
- Sourcing thought leadership activities and speaking opportunities
- Targeting trend stories in which RFC / Jordan Studios voices can lead
- Setting up press meetings
- Leverage industry relationships and connectivity
- Working alongside and liaising with any partner PR teams where/when necessary, including RFC regional media contacts (i.e. maybe a production, studio or streamer team)
- Create & Pursue News –Thought Leadership –Proactively pursuing entertainment industry stories to continually increase awareness and accentuate key messaging of RFC / Jordan Studios
- Event Visibility/ Speaking engagements – Pursue relevant events and engagements
- Advisory, counsel and information source (marketing + competitive and complimentary landscapes)
- Serve as Jordan Studios and RFC’s media filter

Term of project:

Start Date: September 18, 2023

End Date: December 18, 2023

Fees and Expenses:

Fixed Project Fees. The fixed project fee is \$35,000 (the “Fee”). The Agency shall invoice Client \$17,500 due upon execution of this Agreement, SOW and receipt of invoice. The Agency shall invoice Client the Fee balance of \$17,500 due within thirty (30) days of termination of this Agreement, SOW.

Out-Of-Pocket Expenses:

Administrative:

In addition, Client shall reimburse Agency for Agency’s reasonable, actual out-of-pocket administrative expenditures upon Client’s receipt of invoice, including but not limited to media luncheons, Daily Buzz clipping services, trademark search reports and related outside legal vendor charges, sales tax, freight shipping, printing, mail, telephone, messenger and courier services. All expenditures paid directly by Agency will be charged at net cost plus 10%. Agency will bill all syndicated research services subscribed

to by Agency at Agency's incremental cost for fulfilling such requests. Expense items will be categorized by type of cost on invoice. Notwithstanding the foregoing, Agency shall request pre-approval of any administrative expenses and if approval is not received within five (5) business days of receipt of Agency's request then such request shall be deemed approved.

By their signatures below, the parties are agreeing to the terms of this SOW.

IPG DXTRA Entertainment, Inc. d/b/a Rogers and Cowan|PMK

By: Mark Owens
Name: Mark Owens
Title: CEO

Date: 9.18.23

Royal Film Commission – Jordan (RFC)

By: M. Bakri
Name: Mohannad Bakri
Title: Managing Director



Date: 17/09/2023