

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 Crossriver Inc.	2. Registration Number 7372
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3. Primary Address of Registrant
1717 K Street NW,, Suite 900, Washington, DC 20006

4. Name of Foreign Principal Metal Industries Research & Development Center (MIRDC)	5. Address of Foreign Principal 1001 Kaonan Highway, Nanzi Dist. Kaohsiung, Taiwan TAIWAN 118 (R.O.C.)
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6. Country/Region Represented
TAIWAN

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:
- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input checked="" type="checkbox"/> Other (<i>specify</i>) <u>See Appendix for Response</u> |
- 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.

MIRDC's industry focus includes basic metal industry, metal products industry, machinery industry, electrical and appliances industry, transport equipment industry, and the precision instrument industry. MIRDC is engaged in research, development, and promotion of production and management technologies for the metal and related industries. The main mission of MIRDC is to enhance the metal and related industries in order to strengthen their competitiveness in the international market.

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix for Response

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
<u>02/09/2024</u>	<u>Jamian Ronca Spadavecchia</u>	<u>/s/Jamian Ronca Spadavecchia</u>
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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
2/8/2024	Jamian Ronca Spadavecchia, CEO	

Appendix

Response to Item 7

Item 7: Indicate whether the foreign principal is one of the following: Other (specify).

Metal Industries Research and Development Center (MIRDC) is a non-profit organization established in October 1963. The funds for MIRDC come from Republic of China/Taiwan government research projects and contract services from private-sector industry.

Appendix

Response to Item 11

Item 11: Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Supervised: In October of 1950, The Republic of China/Taiwan, United Nations Special Fund and the International Labor office jointly formulated the "Metal Industry Development Plan" to establish a metal industry development center in Kaohsiung City. Five years later, the project was successfully completed and handed over to the Republic of China/Taiwan government in October 1957 for continued operation to promote the growth and development of the country's metal industry. The Metal Industries Research and Development Center (MIRDC) is a non-profit organization established in October 1963 pursuant to the laws of the Republic of China/Taiwan. The funds for MIRDC come from Republic of China/Taiwan government research projects and contract services from private-sector industry.

Item 10(b) Owned: In October of 1950, The Republic of China/Taiwan, United Nations Special Fund and the International Labor office jointly formulated the "Metal Industry Development Plan" to establish a metal industry development center in Kaohsiung City. Five years later, the project was successfully completed and handed over to the Republic of China/Taiwan government in October 1957 for continued operation to promote the growth and development of the country's metal industry. The Metal Industries Research and Development Center (MIRDC) is a non-profit organization established in October 1963 pursuant to the laws of the Republic of China/Taiwan. The funds for MIRDC come from Republic of China/Taiwan government research projects and contract services from private-sector industry.

Item 10(b) Directed: In October of 1950, The Republic of China/Taiwan, United Nations Special Fund and the International Labor office jointly formulated the "Metal Industry Development Plan" to establish a metal industry development center in Kaohsiung City. Five years later, the project was successfully completed and handed over to the Republic of China/Taiwan government in October 1957 for continued operation to promote the growth and development of the country's metal industry. The Metal Industries Research and Development Center (MIRDC) is a non-profit organization established in October 1963 pursuant to the laws of the Republic of China/Taiwan. The funds for MIRDC come from Republic of China/Taiwan government research projects and contract services from private-sector industry.

Item 10(b) Controlled: In October of 1950, The Republic of China/Taiwan, United Nations Special Fund and the International Labor office jointly formulated the "Metal Industry Development Plan" to establish a metal industry development center in Kaohsiung City. Five years later, the project was successfully completed and handed over to the Republic of China/Taiwan government in October 1957 for continued operation to promote the growth and development of the country's metal industry. The Metal Industries Research and Development Center (MIRDC) is a non-profit organization established in October 1963 pursuant to the laws of the Republic of China/Taiwan. The funds for MIRDC come from Republic of China/Taiwan government research projects and contract services from private-sector industry.

Item 10(b) Financed: In October of 1950, The Republic of China/Taiwan, United Nations Special Fund and the International Labor office jointly formulated the "Metal Industry Development Plan" to establish a metal industry development center in Kaohsiung City. Five years later, the project was successfully completed and handed over to the Republic of China/Taiwan government in October 1957 for continued operation to promote the growth and development of the country's metal industry. The Metal Industries Research and Development Center (MIRDC) is a non-profit organization established in October 1963 pursuant to the laws of the Republic of China/Taiwan. The funds for MIRDC come from Republic of China/Taiwan government research projects and contract services from private-sector industry.

Item 10(b) Subsidized: In October of 1950, The Republic of China/Taiwan, United Nations Special Fund and the International Labor office jointly formulated the "Metal Industry Development Plan" to establish a metal industry development center in Kaohsiung City. Five years later, the project was successfully completed and handed over to the Republic of China/Taiwan government in October 1957 for continued operation to promote the growth and development of the country's metal industry. The Metal Industries Research and Development Center (MIRDC) is a non-profit organization established in October 1963 pursuant to the laws of the Republic of China/Taiwan. The funds for MIRDC come from Republic of China/Taiwan government research projects and contract services from private-sector industry.

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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
Crossriver Inc.

2. Registration Number
7372

3. Name of Foreign Principal

Metal Industries Research & Development Center (MIRDC)

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? 02/07/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Appendix for Response

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

To advise and consult MIRDC as they organize a delegation of Pingtung County, Republic of China/Taiwan and other public officials ("MIRDC Delegation") to visit the United States to build relations with private/public sector audiences in the United States and to undertake a wider economic diplomacy effort with the aim of introducing Pingtung County's commercial, economic, trade/investment, and development priorities with special emphasis on the satellite/space industry.

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
2/8/2024	Jamian Ronca Spadavecchia, CEO	

Appendix

Response to Item 8

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

MIRDC is organizing a delegation of Pingtung County, Republic of China/Taiwan and other public officials ("MIRDC Delegation") to visit the United States to build relations with private/public sector audiences in the United States and to undertake a wider economic diplomacy effort with the aim of introducing Pingtung County's commercial, economic, trade/investment, and development priorities with special emphasis on the satellite/space industry. Scope of Work includes:

1.The scope of economic diplomacy consulting services includes advisory and identification of key stakeholders within the U.S. business, investor, and industry expert communities across the satellite/space industry as well as key stakeholders within U.S. government entities, U.S. Congress, think tanks, academia, and media relevant to the MIRDC and who within said stakeholder communities the MIRDC Delegation should engage with on their visit to the United States. Scope of services will also include consultant providing advice on U.S. commercial, economic, trade/investment, and development policy issues.

2.The scope of economic diplomacy consulting services includes advisory, organization, and execution of commercial/economic development themed dinner event in Washington DC and commercial/economic development themed dinner event in Houston, Texas. Registrant will organize said event(s) with the aim of creating a forum for the MIRDC Delegation to meet private-sector parties interested in enhancing commercial/economic relations and to introduce MIRDC Delegation priorities to the satellite/space industry.

3.The scope of economic diplomacy consulting services includes advisory regarding identification of members of the United States Congress and or staff who the MIRDC Delegation should engage on their visit to Washington, D.C. Scope of services in this regard is limited to the identification, arrangement/scheduling of meeting(s) between MIRDC/Delegation member(s) and member(s) of Congress and or staff.

4.The scope of economic diplomacy consulting services will include identification and engagement of members of the media relevant to the satellite/space industry with the aim of enhancing economic/commercial development priorities. Obtain targeted media exposure and copy via selected print newspapers, digital media outlets, and through engagement of selected journalists covering the satellite/space industry.

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.

MIRDC is organizing a delegation of Pingtung County, Republic of China/Taiwan and other public officials ("MIRDC Delegation") to visit the United States to build relations with private/public sector audiences in the United States and to undertake a wider economic diplomacy effort with the aim of introducing Pingtung County's commercial, economic, trade/investment, and development priorities with special emphasis on the satellite/space industry. Scope of Work per Annex A of the Professional Services Agreement includes:

1. The scope of economic diplomacy consulting services includes advisory and identification of key stakeholders within the U.S. business, investor, and industry expert communities across the satellite/space industry as well as key stakeholders within U.S. government entities, U.S. Congress, think tanks, academia, and media relevant to the MIRDC and who within said stakeholder communities the MIRDC Delegation should engage with on their visit to the United States. Scope of services will also include consultant providing advice on U.S. commercial, economic, trade/investment, and development policy issues.

2. The scope of economic diplomacy consulting services includes advisory, organization, and execution of commercial/economic development themed dinner event in Washington DC and commercial/economic development themed dinner event in Houston, Texas. Registrant will organize said event(s) with the aim of creating a forum for the MIRDC Delegation to meet private-sector parties interested in enhancing commercial/economic relations and to introduce MIRDC Delegation priorities to the satellite/space industry.

3. The scope of economic diplomacy consulting services includes advisory regarding identification of members of the United States Congress and or staff who the MIRDC Delegation should engage on their visit to Washington, D.C. Scope of services in this regard is limited to the identification, arrangement/scheduling of meeting(s) between MIRDC/Delegation member(s) and member(s) of Congress and or staff.

4. The scope of economic diplomacy consulting services will include identification and engagement of members of the media relevant to the satellite/space industry with the aim of enhancing economic/commercial development priorities. Obtain targeted media exposure and copy via selected print newspapers, digital media outlets, and through engagement of selected journalists covering the satellite/space industry.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made and entered into this 7th day of February, 2024 ("Agreement") as indicated by the last in time date of the parties respective signature(s) ("Effective Date"), by and between the Metal Industries Research & Development Center ("MIRDC" or "Client"), a non-profit organization pursuant to the laws of the Republic of China/Taiwan and Crossriver Inc., a Delaware corporation ("Consultant"). Client and Consultant collectively as the "parties".

1. **Scope of Professional Services.** Consultant agrees to provide on a reasonable best efforts basis the services described in Annex A ("Scope of Work") and attached hereto and by this reference made a part hereof. It is agreed that, should the scope of services as described in Annex A change in any material way, an adjustment to Consultant's fees or delivery dates may be required. Consultant will undertake to advise Client should any such adjustment be necessary and to negotiate with in good faith to arrive at a mutually acceptable revision to any fee(s) and or delivery schedule(s). The Scope of Work may also be amended through the parties' mutual agreement in writing.

No Guarantee. Consultant agrees to provide conscientious, competent, diligent, and timely professional services and at all times seeks to execute the services set forth in the Scope of Work. However, because of the uncertainty of such professional services, including many unknown factors beyond any individual's control, Consultant cannot and does not warrant, predict or guarantee delivery or results in the delivery of any professional service(s) set forth in the Scope of Work attached hereto or otherwise set forth in this Agreement.

2. **Professional Services Fee.** Client agrees to pay Consultant a one-time professional services fee of \$94,875.00 to compensate Consultant for professional services set forth in the Scope of Work. This professional services fee shall be due and payable by Client to Consultant within thirty (30) calendar days of the Effective Date of this Agreement. Said fee shall remain in effect for the entire term of this Agreement, unless amended as contemplated hereunder. For purposes of clarity, this professional services fee does not include any internal/external costs and expenses. Payment of any such internal/external costs and expenses shall be the sole obligation and responsibility of the Client pursuant to below Section 3 and as otherwise set forth in this Agreement and any Annex hereto. This Agreement is expressly contingent up Consultant's timely receipt of said professional services fee.

3. **Cost(s) and Expense(s).**

a. Client shall be solely responsible for and payment of: i) cost(s) and expense(s) that may be incurred by Consultant internally on behalf of Client in connection with this Agreement; and, ii) external cost(s) and expense(s) (e.g., third party service provider(s)/vendor(s)) in connection with this Agreement.

b. Such internal cost(s) and expense(s) may include without limitation reasonable domestic/international travel, lodging, hospitality, and/or related transportation cost(s) incurred by Consultant as well as any cost(s) associated with Consultant's attendance at any event(s) on behalf of Client. Client shall also reimburse Consultant for any filing/registration fee(s) and or any associated legal services fee(s) and cost(s) incurred by Consultant in connection with any required FARA registration requirement(s) as referred to herein at Section 6 or any other required lobbying registration(s) in connection with this Agreement.

c. Such external cost(s) and expense(s) include without limitation any third-party service provider/vendor cost(s) and expense(s) in connection with this Agreement such as and without limitation: cost(s) of any event(s) (e.g., travel to and from, registration, any food and beverage cost(s) associated with the Scope of Work or otherwise in this Agreement, etc.); cost(s) of any transportation/logistics third-party service provider/vendor; cost(s) of any third-party service provider/vendor in connection with any content creation including but not limited to design, production, and dissemination of informational materials, etc.

d. Consultant shall not pay any external cost(s) and or expense(s) for any amount \$500.00 and over (in the aggregate) in connection with this Agreement. Upon the request of the Consultant, Client shall immediately prepay, with payment made directly to the applicable third-party service provider/vendor all amounts \$500.00 and over (in the aggregate) for any external cost(s)/expense(s) in connection with this Agreement. In the event Client fails to pay any third-party service provider(s)/vendor(s) requested hereunder, Consultant shall have the right to cancel any applicable third-party service/vendor contract, without same constituting a breach under this Agreement. For any internal cost(s) or expense(s) incurred by the Consultant, Consultant shall submit to Client an invoice(s) for any such costs/expense incurred by Consultant on behalf of Client and payment/reimbursement to Consultant by Client is due upon Client's receipt of such invoice(s). Nonpayment by Client of any internal/external cost/expense hereunder shall be considered a material breach of this Agreement.

4. Term. This Agreement shall come into force on the Effective Date and shall terminate one hundred and fifty (150) calendar days from the Effective Date hereof, which date may be extended by mutual agreement of the parties. Either party may terminate this Agreement without cause for any reason with thirty (30) calendar days prior written notice to the other party, and such termination shall not be deemed a breach by either party. In the case of a material breach by the other party, this Agreement may be terminated immediately with notice to the breaching party. In the event of a termination of this Agreement (whether or not for cause) Client shall remain liable for all service fee(s) and costs/expenses incurred by the Consultant on behalf of Client up to the date of termination, as well as all amounts that Consultant is obligated to pay to any third parties pursuant to non-cancelable agreements entered into by Consultant on behalf of Client and or that Client has entered into in connection with this Agreement.

5. Relationship. a. Independent Contractor Relationship. Consultant shall act solely as an independent contractor, not as an employee, partners, or agent of Client in performing the Services. Consultant may, in its sole discretion, hire as many employees, contractors, or other persons as it requires in order to fulfill its Scope of Work obligations under this Agreement. If such persons are contractors of Consultant, then the independent contracting relationship shall be between such contractor and Consultant exclusively. b. No Attorney-Client Relationship. Consultant is not engaged in the practice of law and will not provide legal advice or legal services to Client.

6. FARA Registration. It is acknowledged and agreed by Client that Consultant is required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA") on behalf of Client as well as any other applicable entity required under FARA. Consultant will further be obligated to file certain publicly available reports required by FARA including without limitation, report(s) detailing Consultant's activities engaged in for Client as well as any disbursements made on behalf Client. Moreover, under FARA Consultant may be required to submit to the U.S. Department of Justice ("DOJ") any informational materials disseminated by Consultant on behalf of Client. Client hereby acknowledges and agrees that FARA filings, registration information, report(s), informational material(s), and this Agreement will be filed with the U.S. DOJ, which makes such filings publicly available including online or otherwise. Client further agrees to cooperate with Consultant's obligations under FARA, including but not limited to promptly providing requested information and affirmatively informing Consultant of any changes to such information, and Client further represents, warrants, and covenants that any information provided to Consultant in connection with Consultant's obligations under this Section 6 and this Agreement shall be true and accurate. Consultant substantially relies on Clients' true and accurate representations in this Section 6 and the provisions of below Section 7 of this Agreement shall expressly apply hereunder. This Section 6 shall survive termination of this Agreement.

7. Indemnity, Exclusion of Damages; Damage Limitations.

a. Client agrees to indemnify and hold harmless Consultant against any and all claims for loss, liability or damages arising out of, or in connection with, services provided or to be performed by Consultant for and on behalf of Client and or in connection with this Agreement, including but not limited to the cost of defending any legal action that may be brought or threatened against Consultant arising out of the use of any advertising copy or informational materials furnished or approved by Client. Client further agrees to indemnify and hold harmless Consultant from any and all claims, judgments or costs, including but not limited to reasonable attorney's fees, that Consultant may incur by reason of defending any claim or legal action in which Consultant may become involved by reason of any contractual action taken on behalf of Client, including any of Consultant's FARA obligations identified in Section 6.

b. To the fullest extent permitted by law, notwithstanding any other provision of this Agreement (but excepting Consultant's gross negligence or willful misconduct), Consultant shall not be liable to Client or anyone claiming by through or under Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any manner related to services provided to Client by Consultant or this Agreement from any cause or causes, including, but not limited to, any such damages caused by the negligence, errors or omissions, strict liability or breach of contract, or breach of any express or implied warranty, including, but not limited to, losses of profit(s), income, revenue, use, financing, business, or reputation and losses of management or employee productivity or the services of such persons.

c. Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate of Consultant to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs or damages whatsoever, arising out of resulting from or in any manner related to the services provided to Client by Consultant or this Agreement for which the Consultant is responsible from any cause or causes, including but not limited to negligence, errors or omissions, strict liability or breach of contract, or express or implied warranty of Consultant (excepting Consultant's gross negligence or willful misconduct) shall not exceed the total compensation fee(s) received by the Consultant under this Agreement.

d. This Section 7 shall survive the termination of this Agreement.

8. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. Any person or entity who is not a party to this Agreement (whether or not such person or entity shall be named, referred to, or otherwise identified, in this Agreement) shall have no right(s) whatsoever to enforce this Agreement nor any right to invoke any provision hereof in its defense or in advancing any grievance or position as against any other person or entity. This Section 8 shall survive termination of this Agreement.

9. Compliance with Applicable Laws and OFAC Certification.

a. The parties shall comply with any and all U.S. federal, state and local laws. Client represents, warrants, and covenants that it shall comply with any and all laws of its applicable jurisdiction and further represents, warrants, and covenants that by entering into this Agreement, Client's entry into this Agreement is not contrary to any applicable law nor does Client entering into this Agreement interfere and or frustrate any third-party contractual agreement to which Client is a party.

b. Certification. The parties certify that: i) Each is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control (OFAC); and, ii) Each has not executed this Agreement, directly or indirectly on behalf of, or instigating or facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

c. Consultant substantially relies on Client's true and accurate representations and certification(s) in this Section 9 and the provisions of Section 7 of this Agreement shall expressly apply hereunder. This Section 9 shall survive termination of this Agreement.

10. Electronic Communications, Online/Cloud-based Technology. Consultant utilizes digital/electronic communications and or online/cloud technologies; including, but not limited to email services, electronic facsimile services, cloud platforms, document online signature software, online/cloud third-party apps, cloud data repositories, and or other online/digital cloud-based technology platforms (e.g., Dropbox, Google Drive). Although Consultant takes all reasonably prudent steps to safeguard security of electronic information; e-mail correspondence, however, may not be confidential or secure. You consent to Consultant initiating and responding to the e-mail address that you have provided or from which you have sent the Consultant an e-mail, even if a work e-mail address. You have been informed that the Consultant does not employ any encryption methods or protect the communication by password beyond its third-party service providers. By signing this Agreement, you acknowledge the risks of such electronic communications including but not limited to e-mail, messenger apps and other means of online/digital communications and Client hereby consent to the use of electronic communications/online cloud-based technologies and enters this Agreement fully aware and in acceptance of the risks. Section 7 of this Agreement shall expressly apply hereunder and this Section 10 shall survive termination of this Agreement.

11. Jurisdiction and Venue. This Agreement shall be construed in accordance with the laws of the District of Columbia and the United States of America, without giving effect to conflict of laws principles.

12. Waiver, Modification, and Entire Agreement. The failure of either party to enforce, at any time or for any period of time, the provisions here of, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall no way affect that parties the right to enforce such provisions or exercise such option. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties. This Agreement and attached Annex(es) contain the full and complete understanding and agreement between the parties related to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or right in writing, relating such subject matter hereof.

13. Force Majeure. Neither party shall be responsible for any loss or damage to any of the other party and is excused from further performance if that party is unable to fulfil any part of its obligation(s) under this Agreement; or, is prevented or delayed from fulfilling such obligation(s) due to causes beyond the control and without the fault or negligence of the party claiming relief under this Section. Such causes may include, but are not limited to, acts of God, war, adverse political event(s), hostilities, invasion, rebellion, insurrection, riot, strike, lockout, protest, embargo, or any law, order, proclamation, regulation, ordinance, demand, seizure, or requirement of any governmental agency, government act(s) in its sovereign or contractual capacity as well as, fires, flood, epidemics, quarantine restrictions, seizures, and/or severe weather. In every case the failure to perform must be beyond the control and without fault or negligence of the claiming party. In the event that this Section 13 is triggered this Agreement may be immediately terminated pursuant to the provisions of above

Section 4 including without limitation that Client shall remain liable for all service fee(s) and costs/expenses incurred by the Consultant on behalf of Client up to the date of termination, as well as all amounts that Consultant is obligated to pay to any third parties pursuant to non-cancelable agreements entered into by Consultant on behalf of Client and or that Client has entered into in connection with this Agreement.

14. English is Controlling Language. Should this Agreement be executed in two languages, the English version of this Agreement represents the understanding of both parties. Any other version is provided as a translation and for informational purposes only. In the event of a conflict between the English version of this Agreement and a translation, the English version shall prevail. The English version shall be the controlling language in the event of any dispute arising out of this Agreement. This Section 14 shall survive termination of this Agreement.

15. Execution of Agreement. Digital signatures are an acceptable manner of execution, and this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Client and Consultant represent that the individual(s) executing this Agreement have been and are duly authorized by all necessary and appropriate corporate or other action to execute and bind under this Agreement. The parties below signatures memorialize their respective understanding of, and concurrence with all the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the Effective Date.

Metal Industries Research & Development Center
(MIRDC)

Crossriver Inc.

By: MIRDC / [Signature]
Name: Matt Yang (楊子聯)
Title: Senior Manager
Date: 07/Feb/2024

By: JRS
Name: Jamian Ronca Spadavecchia
Title: CEO
Date: February 7, 2024



ANNEX A

OBJECTIVE

MIRDC is engaged in research, development, and promotion of production and management technologies for the metals and related industries. The main mission of MIRDC is to enhance the metals and related industries in order to strengthen their competitiveness in the international market. To this end, MIRDC is organizing a delegation of Pingtung County, Republic of China/Taiwan public officials ("MIRDC Delegation") to visit the United States to build relations with private/public sector audiences and to undertake a wider economic diplomacy effort with aim of introducing Pingtung County's commercial, economic, trade/investment, and development priorities in connection with the satellite/space industry.

SCOPE OF WORK¹

1. The scope of economic diplomacy consulting services will include advisory and identification of key stakeholders within the U.S. business, investor, and industry expert communities across the satellite/space industry as well as key stakeholders within U.S. government entities, U.S. Congress, think tanks, academia, and media relevant to the Client and who within said stakeholder communities the MIRDC Delegation should engage with on their visit to the United States. Scope of services will also include Consultant providing advice on commercial, economic, trade/investment, and development policy issues in connection the satellite/space industry.
2. The scope of economic diplomacy consulting services will include advisory, organization, and execution of one (1) commercial/economic development themed dinner event in Washington DC and one (1) commercial/economic development themed dinner event in Houston, Texas. Consultant will organize said event(s) with the aim of creating a forum to meet private-sector parties interested in enhancing commercial/economic relations and for the MIRDC Delegation to introduce its priorities to the satellite/space industry and wider audiences. In this regard, Consultant may assist in developing/executing communications efforts and or dissemination of informational materials to support communication efforts and strengthen outreach efforts in the United States.
3. The scope of economic diplomacy consulting services will include advisory regarding identification of members of the U.S. Congress and or staff relevant to the satellite/space industry and who the MIRDC Delegation should engage on their visit to Washington, D.C. Scope of services in this regard is limited to the identification, arrangement/scheduling of at least (1) but no more than three (3) meeting(s) with member(s) of Congress and or staff. In this regard, Consultant may assist in developing/executing communications efforts and or dissemination of informational materials to support communication efforts and strengthen outreach efforts in the United States.
4. The scope of economic diplomacy consulting services will include identification and engagement of members of the media relevant to the satellite/space industry. Obtain targeted media exposure and copy via selected print newspapers, digital media outlets, and through engagement of selected journalists covering the satellite/space industry. Scope of services in this regard is limited to identifying/communication efforts with selected media; one (1) OpEd; and/or two (2) press release(s) in connection with the MIRDC Delegation's visit to the United States. In this regard, Consultant may assist in developing/executing communications efforts and or dissemination of informational materials to support communication efforts and strengthen outreach efforts in the United States.

¹ This Scope of Work may be amended by mutual written agreement of the parties pursuant to Section 1 of the Agreement.