

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 MDSI US INC.	2. Registration Number 7462
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3. Primary Address of Registrant  
 200 Continental Drive, suite 401, PMB-1615, Newark, DE 19713

4. Name of Foreign Principal MDSI ApS	5. Address of Foreign Principal strandboulevarden 96 Copenhagen DENMARK 2100
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6. Country/Region Represented  
 DENMARK

7. Indicate whether the foreign principal is one of the following:

- Government of a foreign country<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (*specify*) \_\_\_\_\_
- 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

<sup>1</sup> "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.

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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

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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.

MDSI ApS produces mission computers and provides mission system integration, and mission services in the defense and security sectors.

b) Is this foreign principal:

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

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

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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.

Private joint-stock ownership.

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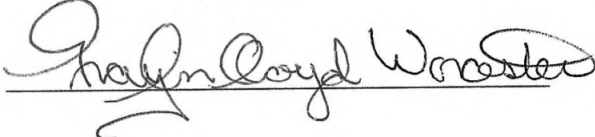
**EXECUTION**

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
09/13/2024	Graylin Cloyd Worcester	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Graylin Cloyd Worcester
_____	_____	<input data-bbox="886 491 954 529" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 577 954 615" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 663 954 701" type="text" value="Sign"/> _____

**EXECUTION**

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Date	Printed Name	Signature
13 Sep 2024	Graylin Cloyd Worcester	
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>.

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1. Name of Registrant MDSI US INC.	2. Registration Number 7462
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3. Name of Foreign Principal MDSI Aps
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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? 05/15/2024
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
See Appendix for Response

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

- Provides liaison with government and industry officials pertaining to MDSI ApS products and services.
- Performs open-source market research
- Performs concept exploration and development pertaining to MDSI ApS products and services
- Provides management consulting and management support to MDSI ApS programs

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

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.

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11. Prior to the date of registration<sup>2</sup> 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 register<sup>3</sup> 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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See  
Appendix  
for  
Response

\$ 33,592.91

Total

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> 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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<sup>1</sup> "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.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

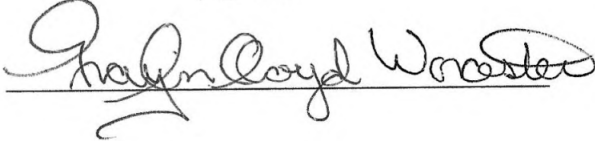
**EXECUTION**

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
09/13/2024	Graylin Cloyd Worcester	/s/Graylin Cloyd Worcester
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

**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
13 Sep 2024	Graylin Cloyd Worcester	
_____	_____	_____
_____	_____	_____
_____	_____	_____

## **Appendix Response to Item 8**

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

MDSI US INC. provides business services for MDSI ApS in support of the marketing and sales of their products and services. The business services include liaison, open-source market research, concept exploration and development, and management consulting/support.

The business relationship is established through a Task Order Agreement that includes an annual fee, reimbursement for approved expenses.

The agreement has clear limitations regarding adherence to applicable laws and policies.

Performance includes written products and verbal exchanges (both in-person and virtual).

## Appendix Response to Item 12

**Item 12: During the period beginning 60 days prior to the obligation to register 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? If yes, set forth below in the required detail an account of such monies or things of value.**

<b>Date Received</b>	<b>From Whom</b>	<b>Purpose</b>	<b>Amount/Thing of Value</b>
05/17/2024-05/17/2024	Wire transfer from MDSI ApS to G. Worcester's Service Credit Union Checking Account	Expense Reimbursement	\$ 657.80
05/28/2024-05/28/2024	Wire transfer from MDSI ApS to G. Worcester's Service Credit Union Checking Account	Expense Reimbursement	\$ 962.40
06/25/2024-06/25/2024	Wire transfer from MDSI ApS to G. Worcester's Service Credit Union Checking Account	Expense Reimbursement	\$ 883.65
07/02/2024-07/02/2024	Wire transfer from MDSI ApS to G. Worcester's Service Credit Union	Expense Reimbursement	\$ 1,999.64
07/02/2024-07/02/2024	Wire transfer from MDSI ApS to G. Worcester's Service Credit Union	Fee/Salary	\$ 20,982.00
07/10/2024-07/10/2024	Wire transfer from MDSI ApS to G. Worcester's Service Credit Union	Expense Reimbursement	\$ 867.23
07/10/2024-07/10/2024	Wire transfer from MDSI ApS to G. Worcester's Service Credit Union	Expense Reimbursement	\$ 70.27
08/02/2024-08/02/2024	Wire transfer from MDSI ApS to G. Worcester's Service Credit Union	Expense Reimbursement	\$ 2,850.07
09/10/2024-09/10/2024	Wire transfer from MDSI ApS to G. Worcester's Service Credit Union	Expense Reimbursement	\$ 4,319.85

# Task Order Agreement

## PARTIES

- This Task Order Agreement (hereinafter referred to as the "Agreement") is retroactive to 15 May 2024 (the "Effective Date") by and between MDSI ApS (hereinafter referred to as the "Client") with an address of Strandboulevarden 96, 2100, Copenhagen, Denmark and MDSI US INC. (hereinafter referred to as the "Provider") with an address of 200 Continental Drive, Suite 401, PMB 1615, Newark, Delaware, USA (collectively referred to as the "Parties").

## SERVICES PROVIDED

- Hereby, the Provider agrees to accept task orders within the scope enlisted below (hereinafter referred to as the "Tasks"):
  1. Liaison between the Client and the US Government pertaining to the marketing and sales of Client's products and services.
  2. Liaison between the Client and US Companies pertaining to the marketing and sales of the Client's products and services.
  3. Open-Source Market Research
  4. Concept Exploration and Development
  5. Management Consulting and Management Support to Client's Programs

## PAYMENT AND FEES

- The Parties agree that the base cost of Tasks 1 and 2 will be \$21,000 per calendar year. The payment for 2024 was received on 17 May 2024. The payment for 2025 is due on 6 January 2025.
- The Parties agree that Tasks 3, 4, and 5 will be defined and priced separately.
- The Parties agree that Provider expenses, pre-approved in writing by the Client, shall be reimbursed.
- The Parties agree that the means of payment will be via wire transfer to:



### TERM

- This Agreement shall be retroactive to 15 May 2024 (hereinafter referred to as the "Effective Date"). It will end on 31 December 2025, unless extended by the Parties.

### TERMINATION

- This Agreement can be terminated at any given time by providing a written notice to the other party 30 days prior to terminating the Agreement.

### PROVIDER LIMITATIONS

- The Provider shall not accept any task contrary to US, Danish, EU, and International Laws.
- The Provider shall not accept any task that would require the Provider to register with the US Department of Justice as a Foreign Agent.
- The Provider shall control all export-controlled data and materiel in accordance with applicable US, Danish, EU, and International Laws.
- The Provider shall not accept any task that includes government classified information.

### CONFIDENTIALITY

- All terms and conditions of this Agreement (and any confidential information provided by the Client to the Provider or vice versa) during the term of the Agreement must be kept confidential unless the disclosure is required pursuant to process of law.
- Disclosing or using this information for any purpose beyond the scope of this Agreement (or beyond the exceptions set forth above) is expressly forbidden without the prior consent of the Parties.
- The Parties' obligation to maintain confidentiality will survive termination of this Agreement and remain in effect indefinitely.

### RELATIONSHIP BETWEEN PARTIES

- Hereby, the Parties agree that the Provider in this Agreement is an independent contractor.

- The Provider shall not be considered an employee under any circumstances.
- This Agreement does not create any other partnership between the Parties.
- This Agreement is based on exclusivity between the Parties.

#### INTELLECTUAL PROPERTY

- The Parties agree that any existing intellectual property, provided in the performance of Tasks, will remain the sole property of the original owner, including (but not limited to) copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, Confidential Information, or trade.
- The Parties agree that new intellectual property, created int the performance of Tasks, shall be the property of the Client.
- The Parties will refrain from using each other's intellectual property upon the termination of this Agreement.

#### LIMITATION OF LIABILITY

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (including breach of contract, tort, negligence, or other form of action)—if said damage is the direct result of one of the party's negligence or breach.

#### AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be made in writing and signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

ASSIGNMENT

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented by both Parties in writing.

ALTERNATIVE DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to Arbitration, in accordance with and subject to the civil laws of Denmark with Copenhagen as the place of authority.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto, with respect to the subject matter hereof. It supersedes all prior agreements, understandings, inducements, and conditions (express, implied, oral, written, or of any nature whatsoever with respect to the subject matter hereof). The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

SEVERABILITY

- In an event when any provision of this Agreement is found to be void and unenforceable by a court of competent authority, the remaining provisions will still be enforced, in accordance with the Parties' intention.

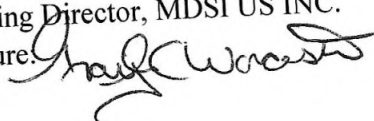
SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement. This agreement is demonstrated by their signatures below:

PROVIDER

Graylin C. Worcester  
Managing Director, MDSI US INC.

Signature:

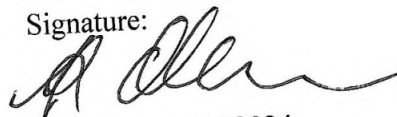


Date: 27. august 2024

CLIENT

Karsten A. Madsen CEO,  
MDSI ApS

Signature:



Date: 27. august 2024