

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 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 sitrick Group, LLC	2. Registration Number 7593
---	--------------------------------

3. Primary Address of Registrant
 11999 San Vicente Blvd., suite 400, Los Angeles, CA 90049

4. Name of Foreign Principal Futurewei Technologies, Inc.	5. Address of Foreign Principal 2560 N. First Street, suite 200 San Jose, CA 95131
--	--

6. Country/Region Represented
 CHINA

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
 - 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

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.

Futurewei is a U.S. company, affiliate of Huawei Technologies Co., Ltd., engaged in Research and development.

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"/> |

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

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Futurewei Technologies, Inc. is a U.S. company, affiliate, and wholly owned subsidiary of Huawei Technologies Co., Ltd. Huawei Technologies Co. Ltd is a private company wholly owned by its employees.

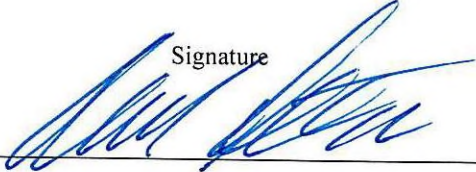
EXECUTION

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
05/16/2025	Michael s. Sitrick	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Michael s. Sitrick
_____	_____	<input data-bbox="886 489 954 531" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 615" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 699" type="text" value="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
05/16/2025	Michael Sitrick	
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 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 sitrick Group, LLC	2. Registration Number 7593
---	--------------------------------

3. Name of Foreign Principal Futurewei Technologies, Inc.
--

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, and the fees and expenses, if any, to be received.
- 7. What is the date of the contract or agreement with the foreign principal? 05/06/2025
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Sitrick shall provide Futurewei with services as specified in the attached Statement of Work and Master Services Agreement, including communications services.

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

Support Futurewei's communications in the U.S. including strategic counsel, media relations, analyst relations, data insights, content strategy, and public communications.

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

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.

Support Futurewei's communications in the U.S. including strategic counsel, media relations, analyst relations, data insights, content strategy, and public communications.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including 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
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register³ to the date of registration 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
---------------	-----------	---------	-----------------------

13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration 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
------	-----------	---------	-----------------------

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.

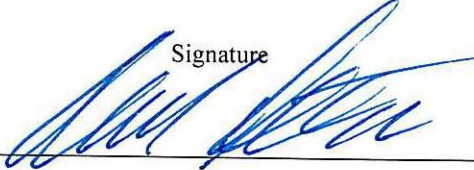
EXECUTION

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
05/16/2025	Michael s. sitrick	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Michael s. sitrick
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 669" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 718 959 758" type="text" value="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
05/16/2025	Michael Sitrick	
_____	_____	_____
_____	_____	_____
_____	_____	_____

Futurewei Technologies, Inc.

SERVICES AGREEMENT

REFERENCE NUMBER: SC-101521

This Services Agreement ("Agreement") is made and entered into as of the later of the three signature dates below ("Effective Date"), by and between Futurewei Technologies, Inc., with a principal place of business at 2560 N. First Street, Suite 200, San Jose, CA 95131 ("Futurewei") and Sitrick Group, LLC, a business entity having an address at 11999 San Vicente Blvd., Suite 400, Los Angeles, CA 90049 ("Sitrick"). HUAWEI Technologies Co., Ltd ("HUAWEI") is a China company, Huawei Industrial Base, Bantian Longgang, Shenzhen, 518129, P.R. China.

RECITALS:

- A. HUAWEI Technologies Co., Ltd is a China company, hereinafter called HUAWEI, Futurewei is a U.S. company, affiliate of Huawei Technologies Co., Ltd. Futurewei and Sitrick desire to enter into an arrangement as separate, independent parties, with neither having authority or the right to control the method and manner of work of the other, for the services or project described in the Statement of Work on Schedule A attached hereto and incorporated herewith.
- B. Sitrick desires to provide the Services to HUAWEI and Futurewei, and the parties hereto desires to retain Sitrick to perform the Services, as further provided and upon the terms set forth herein and in the Statement of Work on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the foregoing and the covenants and provisions set forth in this Agreement, HUAWEI, Futurewei and Sitrick hereby agree as follows:

1. Affiliates.

An "Affiliate" means any entity, joint venture, or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with, a Party.

2. Services Provided by Sitrick.

Sitrick shall provide Futurewei with services as specified in the Statement of Work ("SOW") attached hereto as Schedule A, and/or as specified in any subsequent, mutually agreed written Statements of Work which are specifically incorporated as part of this Agreement ("Services"). Sitrick acknowledges and agrees that (i) it has represented to Futurewei that it has the necessary expertise to perform the Services, and the necessary skill, means of performance and financial resources for the successful completion of the Services as set forth in the SOW, and (ii) Futurewei is relying on such representations in entering into this Agreement. In the event of a conflict between the terms of a SOW and this Agreement, this Agreement will take precedence with the exception of pricing terms, which will be provided in the SOW and will take precedence if there is a conflict between pricing-related terms in this Agreement and the SOW.

3. Fees, Expenses, and Payment.

- a. Fees. Subject to the requirements of this Agreement, Futurewei shall: (i) pay Sitrick for the services rendered as set forth in the SOW; (ii) reimburse Sitrick for all costs and expenses actually incurred in connection with its performance of the Services to the extent set forth in a written budget approved, in advance in the relevant SOW and as provided in Section 3(b), below; and (iii) pay Sitrick all undisputed invoices for the Services within thirty (30) days after the date of each invoice (provided that Sitrick has included with such invoice all necessary and appropriate back-up documentation substantiating all fees and costs in the invoice. Accordingly, if services are requested and performed, unless the performance of those services or the amounts invoiced is disputed, Sitrick shall be paid within thirty (30) days from the date of the invoice. All payments shall be in U.S. dollars. All invoices and related back-up documentation shall be sent via email to the Invoice Contact for Futurewei at the email address specified in Section 23(d), with true and correct copies of each such invoice and all back-up documentation sent via email to Futurewei's



jd

Initial: 



Commercial Contact listed in Section 23(d) at the email address specified. Futurewei shall have the right to withhold payment for that portion of an invoice as to which there exists a bona fide dispute; provided, however, Futurewei provides such dispute notification within 30 days of receiving the invoice, and that Futurewei and Sitrick shall each make all reasonable efforts to resolve such dispute expeditiously, including where appropriate the dispute resolution process set forth herein. In the absence of written objection received by Sitrick within thirty (30) days of invoice, the parties agree to the reasonableness of the fees and costs charged and to the necessity of services rendered. The fees set forth in the SOW, and any pre-approved expenses as defined in Section 3(b) below, constitute Sitrick's entire remuneration for its performance of the Services. Sitrick will not be reimbursed for any amounts incurred in connection with the performance of any Services in excess of such amounts or for any unapproved expenses incurred. Futurewei will be liable to Sitrick for all financial and other obligations set forth in this Agreement. Futurewei's obligation to pay Sitrick for services rendered is not contingent upon obtaining any particular results unless specified in the SOW.

- b. Expenses. Sitrick will be solely responsible for the payment of taxes based on its income, as well as all withholding or other taxes related to its employees or contractors, and expenses incurred by any of its employees or agents in connection with performing the Services or otherwise performing its obligations under this Agreement. In accordance with the relevant SOW Sitrick shall advise Futurewei of all projected related out-of-pocket costs, in advance, for Futurewei's prior written approval. Futurewei will compensate Sitrick for all reasonable, pre-approved travel (for air travel, this includes Economy Class fares, and/or any exceptions in the relevant SOW), meal, accommodation and other related out-of-pocket expenses actually incurred by Sitrick in connection with the performance of the Services for the relevant SOW. Pre-approval of expenses may be given by any contact at Futurewei and may be commemorated in an email from Futurewei or in a timely confirmation email from Sitrick to the contact at Futurewei (if authorization was given verbally by the contact from Futurewei). Reimbursable travel expenses are less any and all related discounts, rebates, commissions, differentials, and similar items paid or allowed by a third party to Sitrick. Futurewei will not reimburse for expenses related to the cost of doing business (e.g., local telephone, fax, duplicating, postage, and other like charges incurred during the normal conduct of business) except costs for shipping of materials. In no event will Futurewei pay hourly rates for any travel time of any of Sitrick Personnel. Sitrick agrees to use reasonable efforts to mitigate its expenses. Futurewei will not be liable for expenses (i) incurred in excess of the approved amounts, or (ii) that are not substantiated with an original itemized receipt.
- c. Purchase Order. SITRICK EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT SHALL NOT PERFORM ANY SERVICES HEREUNDER UNLESS AND UNTIL SITRICK HAS BEEN INSTRUCTED IN WRITING BY FUTUREWEI BY A) ISSUING A PURCHASE ORDER OR B) HAVING EXECUTED A SOW FOR THE SERVICES BY FUTUREWEI'S COMMERCIAL CONTACT (AS INDICATED IN SECTION 23(D)). FUTUREWEI SHALL HAVE THE RIGHT, IN ITS SOLE DISCRETION, TO REFUSE PAYMENT FOR ANY SERVICES PROVIDED WITHOUT A PURCHASE ORDER OR AN EXECUTED SOW.
- d. Invoicing. Sitrick shall submit invoices via electronic mail to the Invoice Contact with a copy to the Commercial Contact at their email addresses specified in section 23(d) below. All Invoices shall list the correct Purchase Order or SOW number as per section 3(c).
4. Sitrick Personnel.
- a. HUAWEI and Futurewei shall have the right to review which Sitrick personnel, including employees, consultants and independent contractors (collectively, "Sitrick Personnel") who are assigned to perform any Services under the SOW. Sitrick agrees to have taken all required actions to ensure that Sitrick Personnel is authorized to do business under state and federal law(s) and is authorized to work in the United States. Futurewei has a further right to reject any personnel or request a replacement for any non-qualified personnel under any particular SOW(s).
- b. Export/Import. If relevant to the SOW, Sitrick is responsible for showing HUAWEI and Futurewei proof it complies fully with all local, state and Federal Export/Import rules and regulations.
- c. Sitrick further agrees that Sitrick Personnel may be subject to export license requirements and will cooperate with Futurewei in obtaining a license, if necessary. Should a license be necessary but



unobtainable. Futurewei shall have the right to request that this Sitrick Personnel be replaced immediately upon receipt of notice. Futurewei shall also have the right to request that any Sitrick Personnel be replaced immediately upon receipt of notice, if any such person fails or refuses to perform the Services in a timely, professional and competent manner, and/or as otherwise required by the SOW(s).

5. Independent Contractor Status. Sitrick is associated with Futurewei only for the purposes and to the extent set forth in this Agreement, and Sitrick's relation to Futurewei shall, during the time Sitrick is providing the Services to Futurewei, be that of an independent contractor only.
 - a. Sitrick understands and agrees that Sitrick shall not be considered under the provisions of this Agreement or otherwise as having an employee status. Nothing contained in this Agreement shall be construed directly or indirectly as creating an employer-employee, partnership, joint venture or agency relationship between Futurewei and Sitrick. Sitrick and Futurewei acknowledge and agree that Sitrick reserves full control of its activities as to the manner and selection of methods with respect to performing the Services, and be solely responsible for supervising its own employees, agents or consultants if any.
 - b. Sitrick shall not enter into any contract or commitment in the name of or on behalf of Futurewei nor bind Futurewei in any respect whatsoever. Sitrick may perform the services required by this Agreement at any place or location and at such times as Sitrick shall determine. Sitrick agrees to provide its own tools and instrumentalities, if any, required to perform the services under this Agreement.
6. Taxes and Benefits. Sitrick is not entitled to, and Futurewei shall not make any applicable deductions or withholding for, unemployment insurance, health care insurance, workers' compensation, or any other benefits. To the extent not correctly maintained, Sitrick shall apply for and obtain, in its own name, an Employer Identification Number from the Internal Revenue Service, CA State Franchise Board, and Sitrick shall be solely responsible for any and all applicable tax remittances. Each party shall be responsible for its own taxes according to the related tax rules and regulations.
7. Deliverables; Acceptance of Deliverables. "Deliverables" means all services prepared or provided by Sitrick for Futurewei and/or HUAWEI pursuant to the terms of this Agreement and any SOW issued hereunder.
8. Insurance. Sitrick agrees to maintain during the term of this Agreement and at Sitrick's expense, insurance coverage for Sitrick's health, life, liability, accident, injury and other coverage(s) required by any local, state or federal law(s) necessary and required in conducting Sitrick's business, in each case providing that the insurer gives Futurewei one (1) month written notice of any change in or cancellation of such insurance coverage. At Futurewei's request, Sitrick will provide of insurance certificates evidencing that Sitrick has the required insurance coverage(s).
9. Non-Disclosure.
 - a. By virtue of its Services for Futurewei, Sitrick may have access to confidential, proprietary, and highly sensitive information relating to the business of Futurewei or any of its subsidiaries or affiliated companies and which is a competitive or sensitive asset of Futurewei ("Confidential Information"). Such Confidential Information includes all information which relates to the business of Futurewei, which is, has been or will be disclosed to Sitrick orally or in writing by Futurewei or obtained by virtue of services performed for Futurewei, is or was developed by Futurewei, and is not generally available to or known by individuals or entities within the industry in which Futurewei is or may become engaged or readily accessible by independent investigation. "Confidential Information" refers to all information related to the Agreement and any SOWs provided by Futurewei to Sitrick, except information that has been expressly authorized for public release. This includes all forms of information and the knowledge, disclosure or use of which is subject to terms and conditions set by the owner of such information. Confidential Information includes, but is not limited to: (i) ideas, inventions, trade secrets, patents, applications for patents, processes, formulas, specifications, technical data, computer hardware or software, works of authorship, know-how, discoveries, developments, designs, procedures and techniques, as well as improvements or modifications to any of the foregoing, relating to the business or proposed business of Disclosing Party or another; (ii) information regarding plans for research, development, new products and services, and third party collaboration (planned or ongoing); (iii) marketing and selling, business plans, budgets and unpublished financial statements, contracts, licenses, prices and costs, suppliers and customers, and other business, and financial reports and forecasts; (iv) information regarding Futurewei or its affiliates organizational structure

Handwritten red marks on the right margin, including a vertical line and some illegible characters.

Handwritten initials "jd" in black ink.

Initial: _____



as well as the identity, contact information, skills and salary structure of its or another entity; and (v) subject matter of any kind and is designated as "confidential." Confidential Information may be contained on Futurewei's computer network, in computerized documents or files, or in any written or printed documents, including any written reports summarizing such information. Confidential Information does not include information, technical data, or know-how that (a) is generally available to the public at the time of disclosure; or (b) is generally known to Sitrick prior to the disclosure or receipt thereof, as evidenced by written and dated material in Sitrick's possession; or (c) through no fault of Sitrick, becomes available to the public; or (d) is disclosed to Sitrick by a third party having a bona fide right to do so; or (e) is developed by Sitrick completely independent of this Agreement.

This section 9 regarding Non-Disclosure is separate from dissemination of information to the media and others which Sitrick may be undertaking as part of its public relations services as set forth in the applicable SOW.

- b. In addition, Sitrick acknowledges that the unauthorized disclosure of Confidential Information could place Futurewei or its affiliates at a disadvantage. Consequently, Sitrick agrees not to use, publish, disclose or divulge, directly or indirectly, at any time, any Confidential Information for its own benefit or for the benefit of any person, entity, or corporation other than Futurewei, to any person who is not a current employee of Futurewei, without the express, written consent of Futurewei and except in the performance of the Services assigned to him, her, or it by Futurewei.
 - c. Sitrick agrees to use the highest level of care, at a minimum equal to the degree of care that it uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorized use, disclosure, publication and dissemination of Futurewei's Confidential Information. Without in any way limiting the generality of the foregoing, Sitrick agrees to take all necessary and proactive steps to ensure that Futurewei's Confidential Information is fully protected from being stolen, misappropriation, or any other unauthorized use, and that all such information, in any form, remains strictly confidential.
 - d. Sitrick further understands and agrees that its obligations under this Section are in addition to, and not in limitation or preemption of, all other obligations of confidentiality which it may have to Futurewei under general legal or equitable principles, or other policies implemented by Futurewei.
 - e. Sitrick further agrees that it will not utilize or infringe upon any intellectual property rights from any previous or current employer/client/customer in providing services hereunder. In addition, Sitrick agrees that it will not use or disclose the confidential or proprietary information of any third party to whom Sitrick has an obligation of confidentiality in providing services hereunder unless consented to in writing by the third party and specifically and duly authorized by Futurewei. Any breach of this section will be the sole responsibility of Sitrick and Futurewei accepts no liability as a result of such breach.
 - f. Sitrick may disclose Confidential Information in strict accordance with a judicial or other governmental order, provided that Sitrick (i) to the extent legally permissible, it must give Futurewei reasonable notice prior to such disclosure and offer Futurewei with the reasonable opportunity to defend against such demand, and (ii) seeks written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law(s) or regulation(s). If requested by Futurewei, Sitrick will reasonably cooperate (at the expense of Futurewei) in opposing such demand.
10. Conflict of Interest. The Parties understand and agree that Sitrick may represent firms which now or in the future may compete with or have interests adverse to those of Futurewei. Prior to initiating this agreement, Sitrick has undertaken a conflicts assessment and no conflicts have been identified. During the term of this Agreement (and any extension thereof), Sitrick shall notify and consult with Futurewei in advance of accepting any matter known by Sitrick to be adverse to Futurewei. If following such consultation, Sitrick, over Futurewei's objection, decides to accept representation of a firm having interests adverse to Futurewei, Sitrick shall so notify Futurewei and Futurewei may immediately terminate this Agreement. In such event, Futurewei shall pay Sitrick for Services provided up to the date of termination. Sitrick will make every effort to transfer promptly and efficiently the results of its work and coordinate a transfer of its activities to any other firm chosen by Futurewei, or to designated persons within Futurewei.

jd

Initial: 



11. Return of Futurewei Property. Sitrick acknowledges that all memoranda, notes, correspondence, databases, computer discs, computer files, computer equipment and/or accessories, pagers, telephones, passwords or pass codes, records, reports, manuals, books, papers, letters, CD-ROM diskettes, keys, Internet database access codes, client profile data, job orders, client and customer lists, contracts, software programs (including source code), information and records, drafts of instructions, guides and manuals, and other documentation (whether in draft or final form), and other sales, financial or technological information relating to Futurewei's business, and any and all other documents containing Confidential Information furnished to Sitrick by any representative of Futurewei or otherwise acquired or developed by him, her, or it in connection with its association with Futurewei (collectively, "Recipient Materials") shall at all times be the property of Futurewei. Within twenty-four (24) hours of the termination of its Services for any reason or upon request by Futurewei at any time, Sitrick will return to Futurewei any Recipient Materials which are in its possession, custody or control. Notwithstanding anything that could be construed to the contrary in this Agreement, Sitrick may maintain archival copies that it keeps in its normal course of business, but must keep such archival copies confidential in accordance with this Agreement.

12. Inventions, Ideas/Patentable Inventions and Copyright. Based on description of the Deliverables and services, the Parties do not anticipate the generation of any proprietary new intellectual property resulting from the documents, or discussions under this Agreement or any SOW issued hereunder. If any potentially patentable inventions are conceived in connection with the performance of this Agreement, Sitrick agrees to disclose, fully and promptly, and only to Futurewei, all ideas, methods, plans, improvements or patentable inventions of any kind which are made or discovered, in whole or in part, by Sitrick during the performance of its Services that result from any aid, support, or assistance by Futurewei or that are created, developed or reduced to practice during Sitrick's work time with Futurewei. In connection with any invention, discovery, concept or idea subject to this Section, Sitrick hereby assigns all title, shop-right or license to Futurewei, and, if requested to do so, will promptly execute a specific assignment of any title, shop-right or license to Futurewei, and will cooperate fully with Futurewei to secure, maintain and/or defend any patent, shop-right, or license thereof in the United States and/or foreign countries, to the fullest extent possible by law. Sitrick hereby grants Futurewei and HUAWEI a worldwide, perpetual, transferable, sub-licensable, irrevocable, non-exclusive license to use, reproduce, modify, adapt, display, transmit, distribute and create derivative works of all materials, media or, images and other work products provided by Sitrick or produced for Futurewei and/or HUAWEI by Sitrick, during the term of engagement pursuant to this Agreement—without Futurewei and/or HUAWEI owing Sitrick compensation for such use other than fees and costs owed to Sitrick pursuant to this Agreement; and Sitrick shall not make any claims against Futurewei and/or HUAWEI for any such use (unless Sitrick has not been paid what it is owed under this Agreement and/or under any SOW).

13. Intentionally Omitted.

14. Third-Party Claims Indemnification.

Futurewei agrees to indemnify and hold harmless Sitrick, its members, shareholders, parent company, affiliates, officers, directors, employees and agents (each such entity or person being referred to as an "Indemnified Person") from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable outside attorneys' fees) which any Indemnified Person may be subject to or incur in connection with the services rendered by Sitrick to or for Client. This paragraph shall not apply to any such losses, claims, damages, liabilities, costs or expenses of any Indemnified Person or groundless claims that are determined to have resulted from Sitrick's or such other Indemnified Person's material breach of this Agreement, gross negligence or willful misconduct ("Excluded Acts").

Sitrick agrees to indemnify and hold harmless the Client, its members, officers, employees, affiliates and agents (each such entity or person being referred to as an "Client Indemnified Person") from and against any claims which the Client may be subject to or incur from third parties that resulted from the Excluded Acts and in which there has been a determination against Sitrick that the cause of the liability of the Client is Sitrick's gross negligence or willful misconduct.

"Determination" as used in this section will be determined through the dispute resolution process defined in Section 17 of this Agreement, Dispute Resolution.

jad

Initials



In the event, any employee of Sitrick that has been assigned to SOW, up to three years after this Agreement has terminated, is legally required to participate or provide testimony, documents or other evidence in any governmental action or other court proceeding (or is requested by Futurewei, or HUAWEI to do so), where Futurewei or HUAWEI is a party or has a direct interest or is a subject or is a subject of inquiry—in which Sitrick is being involved in such matter relating to or arising out of services provided by Sitrick pursuant to this Agreement or a SOW (including where a lawsuit party or governmental entity is just on a fishing expedition to try to find out what information Sitrick might know about Futurewei, or HUAWEI), Futurewei shall indemnify Sitrick for the reasonable and necessary time spent in preparing for and providing such participation or testimony, at Sitrick's then standard billing rates with a discount of 10%, and for Sitrick's reasonable and necessary costs and expenses, such as attorneys' fees, incurred in connection therewith.

Section 14 only applies to claims and actions brought or threatened by third parties, and Section 14 does not apply to first-party claims between the parties to this Agreement.

15. Limitation of Liability Regarding Indemnification

Neither Party shall be held liable to the other for indirect, incidental, consequential, special or punitive damages arising in any manner with regard to indemnification from the activities contemplated by this Agreement, whether under contract, tort, or other cause of action, even if such party has been advised of the possibility of such damages. Each party's total liability hereunder shall in no event exceed US\$1,500,000.00. This limitation in Section 15 applies to all indemnification claims. Notwithstanding anything which could be construed to the contrary in this Agreement this section 15 does not apply to any claims by Sitrick with regard to sums owed under the Master Services Agreement and/or the SOW.

16. Termination. The initial term of this Agreement shall be two (2) years ("Term") commencing on the Effective Date. The Term shall not be extended unless HUAWEI and Futurewei agrees in writing. Notwithstanding the foregoing, Futurewei may terminate this Agreement at any time, upon written notice, if Sitrick materially breaches any of its obligations under this Agreement and such breach is not remedied within thirty (30) days after written notice thereof by the other Party, as described in 23(d).

17. Legal Compliance. Sitrick agrees that it will fully comply with all applicable local, state and federal laws and regulations in performing its obligations under this Agreement, including, if applicable, without limitation all those pertaining to import and export of technical data, data privacy, employment, labor and equal opportunity, tax, customs, export control, environmental, health and safety, lobbying and all licensing, permitting and certification requirements. Without limiting the generality of the foregoing requirement, Sitrick shall at all times comply with the following:

- a. Export Control. Sitrick agrees that he, she, or it will not export or re-export, directly or indirectly, any commodities, technology/technical data or software acquired from HUAWEI and Futurewei, or any direct product of that technical data: (i) in violation of the export laws and regulations of the United States, including but not limited to, the United States of America Bureau of Industry and Security Export Administration Regulations and the regulations of the United States of America Treasury Department's Office of Foreign Assets Control or any other relevant national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary export licenses or other approvals; (iii) to any country or national or resident of a country to which trade is embargoed by the United States of America; (iv) to any person or firm identified on any government agency's Restricted Party List, including, but not limited to the United States of America Department of Commerce's Table of Denial Orders or Entities list, or United States of America Treasury Department's list of Specially Designated Nationals; or (v) for use in any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the United States Government by regulation or specific license.
- b. FCPA. Sitrick shall ensure that Sitrick Personnel fully comply with the United States Foreign Corrupt Practices Act ("FCPA") and all anti-corruption laws in all countries in which the Services are performed, and all rules, regulations, orders or directives promulgated thereunder. Sitrick and Sitrick Personnel shall not attempt to influence any third party or government official through bribes, payoffs, political contributions or kickbacks and shall not maintain slush funds or make payments or give anything of value in any manner that would imply that such illegal payments are made.

jd

Initial

[Handwritten Signature]



c. Gift Rules. Compliance With Gift Rules and Indemnification. Sitrick represents and warrants that it and all individuals providing services to HUAWEI and Futurewei have read and understand the rules governing the acceptance of gifts applicable to the United States House of Representatives, United States Senate, and the Executive Branch of the United States Government. Sitrick further represents and warrants that it will not give any gifts prohibited by these rules, that it will not give prohibited gifts to anyone on behalf of Futurewei and that it will not seek reimbursement from Futurewei for gifts. Sitrick agrees to indemnify, hold harmless and defend Futurewei in the event that it breaches this provision.

18. Dispute Resolution. Dispute resolution shall take place between Futurewei and Sitrick. In the event of any controversy or dispute between Futurewei and Sitrick, arising out of or in connection with this Agreement or any SOW issued hereunder, the Parties shall attempt, promptly and in good faith, to resolve any such dispute by engaging such representatives of each Party as may be appropriate in the circumstances. If the Parties are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) business days), then either Party shall be free to pursue any right or remedy available to them under this Agreement under applicable law(s). This section shall not be construed to prevent either Party from seeking immediate injunctive or equitable relief in any court of competent jurisdiction.

Sitrick on the one hand, and Futurewei, on the other hand, each agree that in the event of any dispute or claim arising out of or relating to this Agreement, the relationship between the parties, Sitrick's charges, or Sitrick's services, such dispute or claim shall be resolved by final and binding arbitration before a single neutral arbitrator in Dallas Texas under the auspices and rules of Judicial Arbitration and Mediation Services ("JAMS") using JAMS Streamlined Arbitration Rules and Procedures effective July 1, 2014 or successor JAMS Rules ("JAMS Rules"). The terms of this Agreement control with regard to arbitration, and as such, any JAMS Rules which contradict this Agreement or could be construed as contrary to this Agreement shall have no force or effect on the parties hereto, and JAMS and any arbitrator appointed by JAMS are prohibited from following or enforcing said JAMS Rules. Sitrick, on the one hand, and Futurewei, on the other hand, shall each timely pay one-half of all JAMS fees, deposits and expenses as may be requested by JAMS, and said fees, deposits and expenses must be paid to JAMS no later than 30 days after receipt of request from JAMS for such payment. Time is of the essence. In the event a party fails to timely make a payment or deposit requested by JAMS within 30 days of such request from JAMS, the party shall be in default and shall be prohibited from offering evidence at an Arbitration Hearing in support of any claim or defense. In the event of such default, the arbitrator shall take evidence from the non-defaulting party by one or more of the following methods: telephonically, by declaration, affidavit or written submission. The non-defaulting party shall be entitled to an in-person Arbitration Hearing at its request. In the event of default, the arbitrator shall issue an award within 21 days of taking evidence as aforesaid. By agreeing to arbitrate, Sitrick and Client each waives any right to a court or jury trial. Judgment upon any arbitration award may be entered in any court of competent jurisdiction, which the parties agree has, and hereby consent to, jurisdiction over all such matters. Any party may serve another party to this Agreement with a demand for arbitration and with any and all legal papers and filings in any legal proceedings via email or by Federal Express or UPS next business day delivery provided in section 23(d) below. Each of the parties agree to such service via either email or via Federal Express or UPS and expressly waives personal service and any other method of service required by any applicable law, including but not limited to any foreign law, or by JAMS. Either party may later designate a different specific email address or physical address to use for such service.

19. Entire Agreement; Governing Law. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings and agreements between the parties with respect to the subject matter hereof. There are no undertakings, representations, warranties, terms, conditions or collateral agreements, express, implied or statutory, between the parties with respect to the subject matter hereof other than as expressly set forth in this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the laws of the U.S. applicable therein. Other than the parties' agreement to arbitrate set forth above, the parties agree to submit to the jurisdiction of the state and federal courts located in Dallas County, Texas, in relation to any dispute or other matter arising from this Agreement. In the event of any dispute between the parties arising from this Agreement, the prevailing party shall be entitled to recover from the other its costs and expenses, including without limitation reasonable attorneys' fees.

20. Warranty. Sitrick warrants to HUAWEI and Futurewei that (a) Sitrick is authorized to do business under state and federal laws and is authorized to work in the U.S.; (b) Sitrick is registered to do business (either in the State or local municipality), has a tax identification number (IRN or social security number), proof of general liability

jd

Initial: _____



insurance, will submit a properly filed W-9, and will file its own taxes in accordance with being self-employed; (c) the Services will be performed in a professional and proper manner and none of such Services nor any part of this Agreement is or will be inconsistent with any obligation Sitrick may have to others; (d) During the performance of services, Sitrick shall exercise due care and diligence that meets or exceeds industry standards of a firm comparable to that of Sitrick in the execution of its duties. If Sitrick becomes aware of any information or circumstances that may adversely affect Futurewei and Huawei interests, Sitrick shall promptly notify Futurewei of such potential risks or threats; (e) all work under this Agreement shall be Sitrick's original work and none of the Services nor any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity; and (f) Sitrick has the full right to allow it to provide Futurewei with the assignments and rights provided for herein. Sitrick's failure to comply with the requirements in subsections a - f of this Section will be considered a material breach of this agreement and Sitrick will be subject to immediate termination for cause.

21. Publicity.

- a. Neither party will use the name, trade name, trademark or other designation of the other party or its employees in connection with any products, promotion, or advertising, without the prior written permission of an authorized representative of the other party. However, nothing in this Section is intended to restrict either party from disclosing the existence of and nature of this Agreement or any SOW (including the name of the other party) if there is a conflict or legal dispute between the Parties or from including the existence of and nature of this Agreement or any SOW in the routine reporting of a Party's activities if that Party is a publicly traded company and/or has legal reporting requirements. Notwithstanding anything in this Agreement which could be construed to the contrary, Futurewei and HUAWEI recognize and agree that Sitrick due to the nature of its services as a public relations firm (including dissemination of information to the media and others)—is authorized to and will be revealing its representation of (i) Futurewei, and/or (ii) HUAWEI, and will be revealing or utilizing other information in this paragraph if and as applicable in providing such services.
- b. Sitrick agrees and understands that it will not make or release any public media statements unless it has received written or oral pre-approval from Futurewei.

22. Non-Disparagement. The parties mutually agree to forbear from making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks, derogatory statements or comments made to any party with respect to either of them. Further, the parties hereto agree to forbear from making any public or non-confidential statement(s) with respect to any claim or complaint against either party without the mutual consent of the non-disparaging party, to be given in advance of any such statement.

23. Miscellaneous.

- a. If any provision hereof shall be adjudicated by any court to be invalid or unenforceable, such provision shall be reformed by such court so as to be enforceable to the fullest extent permitted by applicable law(s). Any provision hereof that cannot be so reformed and is thus adjudicated to be invalid or unenforceable shall be deemed deleted from this Agreement in order to render the remainder hereof both valid and enforceable. Any such reformation or deletion shall apply only where the court or arbitrator making such adjudication has jurisdiction.
- b. All Exhibits and Schedules attached hereto are incorporated by reference into this Agreement.
- c. This Agreement is personal to HUAWEI and Futurewei, and Sitrick may not assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of HUAWEI and Futurewei.
- d. Any notice required or permitted under the terms of this Agreement or required by law must be in writing addressed as follows:

If to SITRICK:

Sitrick And Company, a unit of Sitrick Group, LLC
11999 San Vicente Boulevard, Suite 400
Los Angeles, CA 90049

jd

Initial



Attn: Michael Sitrick
EMAIL: mike_sitrick@sitrick.com (with a copy to fnemecek@nemecek-cole.com)

If to FUTUREWEI:

Futurewei Technologies, Inc.
2560 N. First St., Suite-200
San Jose, CA 95131

Commercial Contact:	Attn: Procurement Department EMAIL: procurement@futurewei.com
Invoice Contact:	EMAIL: ap@futurewei.com

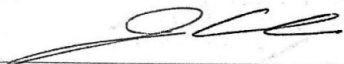
and must be: (i) delivered in person; (ii) sent by first class registered mail, or air mail, as appropriate; (iii) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address, or (iv) sent via e-mail. Either party may change its designated recipient for notices, and the address for notices, by written notice to the other party. Notices will be considered to have been given (a) at the time of actual delivery in person, (b) if sent via e-mail, the date the email was received by the email address designated in section 23(d); (c) three (3) business days after deposit in the mail as set forth above; or (d) 1-day after delivery to an overnight air courier service.


- e. Section headings in this Agreement are for convenience or reference only and shall neither constitute a part of this Agreement nor affect its interpretation.
- f. This Agreement may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Agreement has been executed as of the date set forth above.

FUTUREWEI TECHNOLOGIES, INC.

SITRICK GROUP, LLC

By: 
 Print Name: Jason Chao
 Title: President
 Date: 05/06/2025

By: 
 Print Name: Michael Sitrick
 Title: Chairman and Chief Executive Officer
 Date: 5/6/25

HUAWEI Technologies Co., Ltd

By: 
 Print Name: Jeff Wang
 Title: Director of Public Affairs and Communications Dept
 Date: 05/06/2025



jd



Name

<< address >>

Phone:

Bill To:


Futurewei Technologies, Inc.
2560 N. First St., Suite-200
San Jose, CA 95131

INVOICE

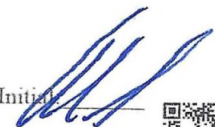
Number: _____

Date: _____

Reference: Futurewei Purchase Order or SOW number:

Date	Description	Hours	Rate	Amount
				
Total				

Supporting documentation attached per Agreement Section 3.a.



jd



SCHEDULE A

STATEMENT OF WORK # 1

This Statement of Work # 1 (this "SOW") is made as of the later of the three signature dates below (the "Effective Date") and is entered into by and between Sitrick And Company, a unit of Sitrick Group, LLC ("Sitrick") having an office at 11999 San Vicente Boulevard, Suite 400, Los Angeles, CA 90049, on the one hand, and HUAWEI Technologies Co., Ltd is a China company ("HUAWEI"), Huawei Industrial Base, Bantian Longgang, Shenzhen, 518129, P.R. China , and Futurewei Technologies, Inc., ("Futurewei") having an office at 2560 N. First Street, Suite 200, San Jose, CA 95131, on the other hand. Sitrick and Futurewei shall collectively be referred to as the "Parties."

RECITALS

WHEREAS, the Parties have entered into a Master Services Agreement (MSA), dated **05/07** 2025.

WHEREAS, the Parties now desire Sitrick to provide services to HUAWEI and Futurewei according to the terms described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

I. Services

Sitrick shall provide strategic communications services to HUAWEI and Futurewei.

II. Term and Termination

The Services under this SOW shall commence on **05/07/2025** and expire after 12 months. At the end of the one-year contract period, SOW automatically renews for three additional months unless cancelled by either party on 60 days' notice. Thereafter, the SOW continues to automatically renew for three additional months unless canceled by either party on 60 days' notice.

After six months from the commencement of the SOW, Futurewei may terminate this SOW without any reason by giving ninety (90) days' written notice to Sitrick. If Futurewei terminates this SOW pursuant to any of its provisions, it will pay Sitrick all undisputed fees and expenses under this SOW until the termination date.



jd

[Handwritten Signature]

Initials



Notwithstanding the foregoing, Futurewei may terminate this SOW at any time, upon written notice, if Sitrick materially breaches any of its obligations under this SOW and such breach is not remedied within thirty (30) days after written notice thereof by Futurewei.

III. Pricing

- **Monthly Fee**
 - Futurewei shall pay Sitrick a fixed monthly fee of **\$75,000** (the “Monthly Fee”) for the services provided under this Agreement.
- **Domestic Travel**
 - **Billing for Travel Time:** Sitrick shall not bill for travel time related to domestic travel, as it is included in the Monthly Fee.
 - **Reimbursement for Travel Expenses:** Futurewei shall reimburse Sitrick for actual domestic travel expenses incurred, subject to the following conditions:
 - **Pre-Approval:** All travel must be pre-approved via email by Futurewei.
 - **Airfare:** Reimbursement for one round-trip airfare per travel occurrence, up to a maximum of **\$3,000**. If Sitrick is unable to secure a flight within the \$3,000 limit, Sitrick will notify the Client and request prior authorization to exceed that limit. The Client agrees that Sitrick may obtain approval via email to exceed the maximum limit under such circumstances. This clause serves as a carve-out to the agreed-upon flight cost limit. If Mike Sitrick is traveling, then airfare will be reimbursed for business class (unless unavailable, in which case first-class), and (b) if travel were involved with over three hours of flight time for executives other than Mike Sitrick then business class air travel will be undertaken. International travel is outside the scope of this SOW, and Sitrick will not be asked to travel internationally.
 - **Hotel:** Reimbursement for hotel accommodations up to a maximum of **\$900 per night(before taxes)**. If Sitrick is unable to obtain a hotel for \$900 per night (**before taxes**) or less, Sitrick will notify the Client and request prior authorization to exceed that limit. The Client agrees that Sitrick may obtain approval via email to exceed the maximum limit under such circumstances. This clause serves as a carve-out to the agreed-upon flight cost limit.
 - **Meals:** Reimbursement for meals up to a maximum of **\$200 per day**. If actual meal costs exceed this amount, Futurewei shall only reimburse up to the maximum limit.
 - **Invoice Submission:** Sitrick shall submit invoices with supporting documentation for reimbursement, and Futurewei shall reimburse actual costs incurred within the specified limits or pre-approved exceptions made thereto.
 - **Shared Travel Costs:** If Sitrick is traveling for more than one client, travel expenses shall be allocated proportionally among the clients based on the purpose

jd

Initial: _____



and duration of travel. Sitrick shall provide a breakdown of the cost allocation upon request.

IV. Third Party Fees/Vendors

Outside supplier costs, production costs, and other services purchased by Sitrick, on behalf of or for the benefit of Futurewei, will be billed to Futurewei at net cost and subject to Futurewei's prior approval.

V. Invoice and Acceptance

- **Authorization of Services:**
 - Sitrick shall obtain prior authorization, either in writing or orally, from Futurewei before commencing any Services.
 - No additional Services or costs shall be incurred without Futurewei's explicit prior authorization.
 - All service requests to Sitrick shall come from Futurewei's contact person. Futurewei is responsible for all coordination and communications.
- **Out-of-Pocket (OOP) Expenses:**
 - Sitrick shall invoice Futurewei for approved OOP expenses at the end of the calendar month in which they are incurred.
 - OOP expenses shall be passed through to Futurewei at actual cost, with no commission or markup applied.
- **Monthly Invoicing and Memo:**
 - Sitrick shall invoice Futurewei at the end of each calendar month for Services completed in the prior month.
 - Each invoice shall be accompanied by a memo detailing:
 - Services provided,
 - Key activities performed, and
 - Outcomes achieved during the billing period.
 - The memo and corresponding invoice shall be submitted together at the end of each month.
 - If modifications or corrections are requested, Sitrick shall address them within a reasonable timeframe and resubmit the updated report.
- **Payment Terms:**
 - Futurewei agrees to process and pay all undisputed invoices within thirty (30) days of the invoice date. Terms of payment shall follow MSA Section 3.



jcd

Initial:

A handwritten signature in blue ink.



FUTUREWEI TECHNOLOGIES, INC.

Authorized Signature: Jason Chao
Jason Chao (May 6, 2025 20:18 PDT)

Name: Jason Chao

Title: President

Date: 05/06/2025

Sitrick Group, LLC

Authorized Signature: [Signature]

Name: Michael Sitrick

Title: Chairman and Chief Executive Officer

Date: 5/6/25

HUAWEI Technologies Co., Ltd

Authorized Signature: Jeff Wang

Name: Jeff Wang

Title: Director of Public Affairs and Communications Dept

Date: 05/06/2025



This page is intentionally left blank

jd

Initial

[Signature]

