

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

4. Name of Foreign Principal BOE Technology America, Inc.	5. Address of Foreign Principal 2350 Mission College Blvd, suite 840 Santa Clara, CA 95054
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6. Country/Region Represented  
 CHINA

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

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.

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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.

BOE Technology America, Inc. is a U.S. subsidiary of BOE Technology Group Co, Ltd., which is a leading publicly held IoT company providing intelligent interface products and professional services for information interaction and human health. BOE Technology America, Inc. is committed to delivering an unrivaled service tailored to the unique demands of the U.S. and Canada.

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 checked="" type="checkbox"/> No <input 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).

Item 10(b) Owned: BOE Technology America, Inc. is a U.S. subsidiary of BOE Technology Group Co, Ltd. No government agency or outside organization holds shares in the U.S. subsidiary.

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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.

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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
07/21/2025	Michael sitrick	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Michael sitrick
_____	_____	<input data-bbox="886 489 954 527" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 611" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 695" 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

July 18, 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
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3. Name of Foreign Principal  
BOE Technology America, 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? 07/15/2025
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
sitrick shall provide BOE Technology America, Inc. with services as specified in the attached Engagement Letter.

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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.

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

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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.

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

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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, 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
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> 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
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> 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
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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
07/21/2025	Michael Sitrick	Sign /s/Michael Sitrick
_____	_____	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

July 18, 2025

Michael Sitrick




## SITRICK AND COMPANY

a unit of Sitrick Group, LLC

July 14, 2025

BOE Technology America, Inc.  
2350 Mission College Boulevard, Suite 840  
Santa Clara, California 95054

This letter, when accepted on behalf of BOE Technology America, Inc. ("Client") as provided below, will constitute the agreement with respect to the engagement of Sitrick Group, LLC ("Sitrick") as communications advisor, specialist and consultant on the following terms and conditions ("Agreement"). In the event that Client requests and accepts services from Sitrick without providing any signature(s) hereto by or on behalf of Client, Client's request for and acceptance of Sitrick's services constitutes Client's agreement to all terms and conditions of this Agreement notwithstanding the absence of signature(s).

1. Client, effective as of the signature date below, has retained Sitrick to provide consulting advice and public relations services.
2. Client shall pay Sitrick (i) a non-refundable retainer of \$75,000 as a minimum annual fee, and (ii) a non-refundable expense advance of \$20,000 for FARA registration, which shall be paid within Two (2) days after the execution of this Agreement. Sitrick's time charges will be billed at the hourly rate range of \$285 to \$1,425, depending on the person performing the services. During the year for which a retainer is applicable, the retainer will be applied against time charges until the retainer has been exhausted. Thereafter, additional time charges in any year will be billed as incurred. Time charges are computed on a portal-to-portal basis for any travel time for meetings held outside of Sitrick's offices. If one of our professionals performs multiple tasks for Client during the course of the day, our statement will briefly summarize those tasks in a continuous narrative form accompanied by single time entry for all tasks. Time is charged by Sitrick in increments of one-quarter of an hour. Billing rates are adjusted at the end of each calendar year. Reimbursable costs are not applied against the retainer and will be billed separately on the invoice. Client's obligation to pay Sitrick for time charged and for costs and expenses is not contingent upon obtaining any particular result(s).

In addition, we customarily request a "success fee" if we believe we have performed services for a client which result in significant benefits to the client beyond those we believe a normal consulting and public relations firm could achieve. In this event, we would meet with you in advance and discuss any such proposed fee with you, which success fee would be subject to your agreement.

11999 San Vicente Boulevard / Suite 400 / Los Angeles, CA 90049 / office 310 788 2850 / fax 310 788 2855

LOS ANGELES | NEW YORK | WASHINGTON DC

v/03.07.25

July 14, 2025

Please review our invoices upon receipt. If you have any questions, please feel free to contact us. However, unless we receive written notification to the contrary within thirty days of the date of the invoice, we will assume that there is no objection to the invoice as submitted, and in the absence of such written objection, Client agrees to the reasonableness of the fees and costs charged and the necessity of the services rendered under this engagement.

Client shall, within twenty days after receipt of invoice, pay Sitrick for (a) any and all fees (which were not covered by a retainer as described above), and (b) for all out of pocket costs and expenses (which were not covered by an expense advance) which are incurred by Sitrick in connection with its engagement hereunder. Such costs and expenses include, without limitation, travel costs, production costs, long distance and photocopy charges, advertisements and other out-of-pocket costs and expenses. With respect to travel costs, Client will reimburse Sitrick for actual costs incurred. Client agrees that Sitrick shall have the right, at the conclusion or termination of the engagement, to apply any unused expense advance against unpaid fees. Sitrick invoices will be stated in US\$. Client shall pay Sitrick all sums owed in US\$.

3. Sitrick's engagement hereunder maybe terminated by either party by written notice. All provisions of this Agreement relating to the payment of fees, time charges, costs and expenses, and indemnification will survive conclusion of the engagement or any termination of the engagement by either party.
4. In the event any employee of Sitrick, at any time, is required or requested to participate or provide testimony, documents or other evidence in any action, arbitration or other proceeding relating, directly or indirectly, to our engagement, whether or not our engagement has been terminated or concluded, Client shall pay Sitrick for the time spent in preparing for and providing such participation or testimony, at Sitrick's then standard billing rates, and for any costs and expenses, including attorneys' fees, incurred in connection therewith.
5. Client 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 for Indemnified Person's own negligence, passive or active, and including, but not limited to, reasonable 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 that are judicially and finally determined to have resulted from Sitrick's or such other Indemnified Person's gross negligence or willful misconduct. This section 5 applies only to claims and actions brought or threatened by third parties; this section 5 does not apply to first-party claims between the parties to this Agreement.

July 14, 2025

6. Each of the parties hereto agrees to keep this Agreement, and the terms and conditions hereof, including invoices, billing statements and time sheets, strictly confidential, except only as may be necessary to enforce this Agreement or as required to be disclosed by law or judicial process; provided, however, that Client acknowledges and consents to Sitrick disclosing to the media or others that Sitrick is acting in its capacity as a public relations firm for the benefit of Client.
  
7. In the performance of this Agreement, Sitrick may receive, or otherwise have access to, confidential, proprietary and/or other nonpublic information belonging to Client, some or all of which may be specifically designated by Client as confidential ("Confidential Information").

Sitrick agrees to maintain in strictest confidence all Confidential Information and to take reasonable measures to maintain the confidentiality of such information. Sitrick agrees, with respect to such Confidential Information, to use the same methods and degree of care to prevent disclosure of such Confidential Information as it uses to prevent disclosure of its own proprietary and confidential information. Sitrick further agrees not to use, or disclose to any third party, any Confidential Information for any purpose without the prior consent of Client or unless compelled by court order or other legal or governmental process requiring such disclosure. Notwithstanding the foregoing, confidentiality obligations shall not apply to any information which (i) enters (or has entered) the public domain through no fault of Sitrick; (ii) which was known to Sitrick prior to receipt from Client; (iii) is or becomes available to Sitrick on a non-confidential basis from a source other than Client (unless Sitrick is aware of a duty of confidentiality on the part of the source owed to Client); (iv) which is independently developed or acquired by Sitrick without recourse to Confidential Information; or (v) which is permitted to be disseminated or otherwise disclosed pursuant to the next paragraph of this Agreement.

It is expressly understood between the parties that a key function Sitrick will be providing in connection with its public relations services will be the dissemination of information and materials as a public relations firm, including the disclosure and dissemination of certain information and materials received from Client or its affiliated representatives, agents, and/or entities or as to which Client has consented to its dissemination and disclosure or which prior to such disclosure and dissemination, has not been specifically identified and designated by Client as Confidential Information not to be disclosed. Notwithstanding the foregoing or anything in this Agreement to the contrary, it shall be the responsibility of Client to specifically identify and designate to Sitrick (orally or in writing) the information provided to Sitrick which is not to be disclosed because it is Confidential Information.

In the event that Sitrick is requested or required to produce: (i) any Confidential Information or (ii) any documents generated by Sitrick in connection with this engagement by subpoena, request for information or documents, production of records consistent with its retention as Client's expert, or other similar legal process ("Request"), Sitrick will provide Client prompt written notice of the

July 14, 2025

Request so that Client may seek a protective order or otherwise seek to limit or protect such Confidential Information and/or documents from disclosure.

8. We wish to point out that as a firm with a diversified practice we are often called upon to represent clients in many fields and with different interests. It is expressly understood between the parties that Sitrick will not represent another client on the particular subject matter of substantive work performed under this engagement where such other client is adverse to Client on that subject matter. However, nothing contained herein in any way prohibits or restricts Sitrick from representing a client now or in the future whose interests conflict with or are adverse to Client on matters other than the particular subject matter of substantive work performed under this engagement. In such event, Sitrick would of course maintain the confidentiality of information provided by you.
  
9. Any sums not paid to Sitrick pursuant to this Agreement within thirty days of date of invoice shall bear interest at the rate of ten percent (10%) per annum. Sitrick and Client agree that in the event of any dispute or claim arising out of or relating to this Agreement, our relationship, 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 Los Angeles County, California 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 and Client 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 the Superior Court for Los Angeles County, California (or maybe entered in any court of competent jurisdiction), which the parties agree has, and hereby consent to,

July 14, 2025

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 next business day delivery. Each of the parties agree to such service via either email or Federal Express 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. Without limiting the foregoing regarding service via email or by Federal Express next business day delivery, such agreed upon service would include (but not be limited to) any petition to confirm or vacate an arbitration award as well as all other notices or service required in any arbitration or judicial proceeding of any kind. With regard to service upon Sitrick: the email address to use for email service is [mike\\_sitrick@sitrick.com](mailto:mike_sitrick@sitrick.com) (with a copy to [fnemecek@nemecek-cole.com](mailto:fnemecek@nemecek-cole.com)); and the address to use for Federal Express next day delivery upon Sitrick would be 11999 San Vicente Boulevard, Suite 400, Los Angeles, CA 90049, attention Mike Sitrick. With regard to service upon Client: the email address to use is any email address used with regard to this Agreement or any email used for any other business communications with Client and/or their counsel (or any email specifically designated by Client for service); and the address to use for service via Federal Express next day delivery shall be any of the following for service upon Client, (a) the physical address to which this Agreement is addressed (including to legal counsel, if so addressed) or (b) any current or last known address of Client (or any address specifically designated by Client for service). Either party may later designate a different specific email address or physical address to use for such service. This Agreement shall be interpreted and enforced in accordance with the substantive laws of the State of California applicable to contracts made and to be performed therein. The prevailing party in any arbitration or litigation shall recover reasonable attorneys' fees and all costs and expenses of any sort, including, but not limited to, all JAMS fees and expenses.

10. If any term or provision of this Agreement shall be declared invalid by order, decree or judgment of a court of competent jurisdiction, or by a presiding arbitrator, this Agreement shall be construed as if such portion had not been inserted herein (except when such construction would constitute a substantial deviation from the general intent and purpose of the parties as reflected in this Agreement) and shall not affect the validity or enforceability of the remaining terms and provisions hereof.
11. The parties acknowledge and agree that all understandings, representations and agreements heretofore made or reached by them are merged into this Agreement which alone fully and completely expresses the Agreement between the parties. This Agreement supersedes any prior nondisclosure agreement signed between the parties (or with any affiliate of a party), and any such prior nondisclosure agreement is terminated and ceases to be of any legal effect, and the confidentiality provisions of this Agreement control. This Agreement may be amended or modified only by a writing signed by all of the parties hereto.

July 14, 2025

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a facsimile or e-mailed PDF of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of a duplicate original that may be used for all the same purposes as an original. The parties agree that this Agreement may be electronically signed and that such signatures shall be deemed the same as original handwritten signatures for all purposes, including the validity, enforceability, and admissibility of this Agreement.

Very truly yours,

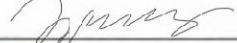
Sitrick Group, LLC

By   
Michael Sitrick  
Chairman and Chief Executive Officer

Agreed to and accepted this

\_\_18th\_\_ day of July, 2025

BOE America

By   
Name: \_\_\_\_\_  
Title: Wei Gu  
CEO