

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 Tactic COC LLC	2. Registration Number 7600
---	--------------------------------

3. Primary Address of Registrant
 333 SE 2d Avenue,, suite 2810, Miami, FL 33131

4. Name of Foreign Principal Athenllas Company Limited	5. Address of Foreign Principal Apartment 6.10, 6th Floor, Golden King Bldg, No. 15 Nguyen Luong Bang, Tan Phu Ward, District 7 Ho Chi Minh City, Vietman VIETNAM
---	--

6. Country/Region Represented
 VIETNAM

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.

Company promoting trade for the Vietnamese government and Vietnamese companies

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

Item 10(b) Directed: The principal takes policy direction from the government of Vietnam.

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.

N/A

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
05/27/2025	D E Wilson, Jr.	<input type="text" value="Sign"/> /s/D E Wilson, Jr.
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input 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

Date	Printed Name	Signature
<u>May 27, 2025</u>	<u>D. E. Wilson, Jr.</u>	<u>D. E. Wilson Jr.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 Tactic COC LLC	2. Registration Number 7600
---	--------------------------------

3. Name of Foreign Principal
Athenllas Company Limited

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? 04/05/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Appendix for Response

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

See Appendix for Response

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

See Appendix for Response

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
05/27/2025	D. E. Wilson, Jr.	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/D. E. Wilson, Jr.
_____	_____	<input data-bbox="889 541 959 583" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 667" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 714 959 751" 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

May 27, 2025

D. E. Wilson, Jr.

D. E. Wilson Jr.

Appendix Response to Item 8

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

The Contractor will serve as a Strategic Consultant to Client. The Contractor shall provide the following Services to the Client related to negotiate with US government to avoid or reduce new US tax (46%) proposed to impose on goods imported from Vietnam ("Issue"):

1.

Relationship Building: The Contractor shall support the Client to develop and maintain relationships with key legislators, government officials, and their staff relevant to the Issue. This includes scheduling and attending meetings, participating in relevant events, and building coalitions with other organizations sharing similar interests.

2.

Advocacy and Communication: The Contractor will advocate on behalf of the Client before the US government. This includes preparing and presenting written and oral testimony, drafting letters and policy briefs, and engaging in direct lobbying efforts to influence legislative and regulatory outcomes. The Lobbyist will also develop and implement communication strategies to educate and inform policymakers and the public about the Client's position on the Issue.

3.

Compliance and Reporting: The Contractor will ensure all lobbying activities comply with applicable federal and state lobbying laws and regulations, including registration, reporting, and disclosure requirements. The Contractor will provide the Client with regular reports on lobbying activities, including contacts with government officials and expenditures related to lobbying efforts.

Appendix Response to Item 9

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

Activity on the contract will not begin until the filing of appropriate documentation with the FARA Unit.

The Contractor will serve as a Strategic Consultant to Client. The Contractor shall provide the following Services to the Client related to negotiate with US government to avoid or reduce new US tax (46%) proposed to impose on goods imported from Vietnam ("Issue"):

1. Relationship Building: The Contractor shall support the Client to develop and maintain relationships with key legislators, government officials, and their staff relevant to the Issue. This includes scheduling and attending meetings, participating in relevant events, and building coalitions with other organizations sharing similar interests.
2. Advocacy and Communication: The Contractor will advocate on behalf of the Client before the US government. This includes preparing and presenting written and oral testimony, drafting letters and policy briefs, and engaging in direct lobbying efforts to influence legislative and regulatory outcomes. The Lobbyist will also develop and implement communication strategies to educate and inform policymakers and the public about the Client's position on the Issue.
3. Compliance and Reporting: The Contractor will ensure all lobbying activities comply with applicable federal and state lobbying laws and regulations, including registration, reporting, and disclosure requirements. The Contractor will provide the Client with regular reports on lobbying activities, including contacts with government officials and expenditures related to lobbying efforts.

Appendix Response to Item 10

Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The Contractor will serve as a Strategic Consultant to Client. The Contractor shall provide the following Services to the Client related to negotiate with US government to avoid or reduce new US tax (46%) proposed to impose on goods imported from Vietnam ("Issue"):

1. Relationship Building: The Contractor shall support the Client to develop and maintain relationships with key legislators, government officials, and their staff relevant to the Issue. This includes scheduling and attending meetings, participating in relevant events, and building coalitions with other organizations sharing similar interests.
2. Advocacy and Communication: The Contractor will advocate on behalf of the Client before the US government. This includes preparing and presenting written and oral testimony, drafting letters and policy briefs, and engaging in direct lobbying efforts to influence legislative and regulatory outcomes. The Lobbyist will also develop and implement communication strategies to educate and inform policymakers and the public about the Client's position on the Issue.
3. Compliance and Reporting: The Contractor will ensure all lobbying activities comply with applicable federal and state lobbying laws and regulations, including registration, reporting, and disclosure requirements. The Contractor will provide the Client with regular reports on lobbying activities, including contacts with government officials and expenditures related to lobbying efforts.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this 5th day of April 2025

BY AND BETWEEN:

Party A **Athenllas Company Limited** (the "Client")
Address Apartment 6.10, 6th Floor, Golden King Building, No. 15 Nguyen Luong Bang, Tan Phu Ward, District 7, Ho Chi Minh City, Vietnam

Registration number [REDACTED]
Represented by Tran Xuan Truong **Position:** Deputy Director

Party B **Tactic Global LLC** (the "Contractor")
Address 1010 Wisconsin Avenue, Suite 303, Washington, DC 20007

Registration number -
Represented by Ryan P. Coyne **Position:** Partner

BACKGROUND:

- A. The Client, a company duly incorporated under the laws of Vietnam, is providing various service of management consultancy and assisting with other works with aim of setting a comprehensive management system for individuals and organizations in need in general and for the Company (as defined below) in particular on the basis of a written contract. To this end, the Client is seeking qualified service providers to support the Client in certain works, which are detailed in this Agreement.
- B. Company means Pollux Company Limited and/or its Related Parties existing at the date of this Agreement or as agreed in writing between the Parties from time to time. Related Parties include, but are not limited to, (i) the founders and their families ("Founder") (including Related Parties of the Founder); (ii) the parent company, its managers, legal representatives, and any individuals authorized to appoint the managers of the parent company (if any); (iii) subsidiaries, their managers and legal representatives; (iv) individuals, organizations, or groups of individuals or organizations capable of controlling operations through ownership, acquisition of shares, contributed capital, or decision-making (including Related Parties of such individuals, organizations, or groups); (v) managers, legal representatives, and controllers, as well as (v) other individuals or organizations as stipulated by current laws.
- C. Based on the agreement between the Client and the Company, the Client may directly provide services to the Company, hire a third party to provide services to the Company, or collaborate with a third party to jointly provide services to the Company. Therefore, the Client wishes to engage the services of the Contractor for the main benefit of the Company on the terms set out in this Agreement.
- D. The Contractor has the necessary qualifications, experience and abilities to provide services to the Client as set out in this Agreement.

- E. The Parties agree that the Contractor will provide such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Contractor shall provide the Client with services as set forth on Exhibit A (the "Services").
2. The Services may also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client. The Contractor may from time to time engage others (at no cost or expense to the Client) to assist in providing the Services and the Client acknowledges and agrees to such third-party involvement as Contractor may deem reasonable and necessary. Contractor and its representatives and subcontractors providing services on its behalf hereunder will devote substantial time, but not full time, to this engagement. Client understands and acknowledges that Contractor and such representatives and subcontractor have and will continue to have other engagements during the term of this Agreement.
3. Notwithstanding any provision of this Agreement, the Contractor shall be solely responsible to the Client for the performance of this Agreement.

Term of Agreement

4. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect for 06 (six) months subject to earlier termination as provided in this Agreement. The Agreement may be terminated earlier:
 - (a) by either Party at any time after the other Party's material breach of any provision of this Agreement by giving written notice to the other Party; or
 - (b) by mutual agreement in writing.

This agreement shall renew for an additional 06 (six) months after the expiration of the initial term as agreed by the Parties in a written appendix. The commencement date of the renewal term shall be specified in the appendix, and the Compensation shall be calculated from the effective date of the renewal term.

Performance

5. The Parties agree to do everything reasonably necessary and appropriate consistent with standard industry practice to ensure that this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

7. For the Services rendered by the Contractor as stipulated in this Agreement, the Client will provide compensation (the "Compensation") to the Contractor of USD 200,000 (Two hundred thousand US Dollars) per month payable monthly.
8. The invoice submitted by the Contractor to the Client for the Compensation is to be paid in full within 7 (seven) working days of receipt of the payment dossier stipulated herein.

The payment dossier includes: (i) a valid invoice issued by the Contractor; (ii) Performance report attached with the corresponding deliverables; (iii) a service acceptance record/service completion confirmation (if any); and other documents as specifically agreed upon by the Parties from time to time. The Client shall only make payments to the Contractor according to the above payment schedule when the Contractor has provided the complete payment dossier.

Reimbursement of Expenses

9. The Contractor will be reimbursed from time to time for reasonable and necessary and pre approved expenses incurred by the Contractor in connection with providing the Services under this Agreement. The Client's refusal to approve such expenses shall not exempt the Contractor from the obligation to perform under this Agreement.
10. Any approved expenses will be reimbursed by Client within fifteen (15) working days of Client's receipt of the complete payment dossier therefor.

Confidentiality

13. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
14. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
15. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

16. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
17. The Contractor may not use the Intellectual Property for any purpose other than in performing its duties pursuant to this Agreement except with the written consent of the Client.

Return of Property

18. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Reliance on Client's Information

19. Client acknowledges and agrees that Contractor, in performance of its duties under this Agreement, will be relying on the truth, completeness and accuracy of the written documentation delivered and the verbal communication made by Client and its agents to Contractor and its agents in connection with any and all matters relating to Contractor's engagement hereunder. Notwithstanding the provisions herein, nothing shall restrict the Contractor from verifying the truthfulness, completeness, and accuracy of such information to ensure the fulfillment of the Contractor's obligations stipulated in this Agreement.

Capacity/Independent Contractor

20. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes either in US or Vietnam related to payments made to the Contractor under this Agreement.

Notice

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
- a) To the Contractor:
 - By post: to the address of Tactic Global, LLC, 1010 Wisconsin Avenue, Suite 303, Washington, DC 20007; or
 - By email: to the email address Ryan.Coyne@Tactic.Global
 - b) To the Client:
 - By post: to the address of Athenllas Company Limited, 41 Kim Long Villa Area, Phuoc Kien, Nha Be, Ho Chi Minh City, Vietnam; or
 - By email: to the email address trungnv@athenllas.com

or to such other address as any Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier, or (d) the date an email is recorded as successfully sent to the recipient's designated email address, confirmed by the successful delivery receipt from the sender's email server.

Indemnification

22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, the Contractor agrees to indemnify and hold harmless the Client, and

its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the Contractor, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

23. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

24. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

25. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

26. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement and Exhibit A hereto.

Enurement

27. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

28. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

29. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law and Jurisdiction

30. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Singapore, without regard to the jurisdiction in which any action or special proceeding may be instituted. Any dispute arising out of or in relation with this Agreement shall be referred to and finally resolved by arbitration administered by Singapore International Arbitration Centre (SIAC) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (the "Rules"), which Rules (as amended from time to time) are deemed to be incorporated by reference

into this Agreement. The seat of arbitration shall be Singapore. The language to be used in the arbitral proceedings shall be English. The tribunal shall consist of three arbitrators, each of whom shall (i) be independent and impartial with respect to the arbitration, and (ii) be appointed in accordance with the Rules.

Severability

- 31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

- 32. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Termination of Related Agreement

- 33. In the event that this Agreement is terminated for any reason, the Contractor agrees and acknowledges that the agreement signed by and between the Contractor and Socialist Republic of Vietnam regarding the Issue stipulated in the Exhibit A hereof, shall also be deemed automatically terminated as of the effective date of termination of this Agreement, without any further action required by either party. The Contractor shall not be entitled to claim any compensation or damages arising from such termination, except as expressly provided in this Agreement or the related Agreement.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 5th day of April, 2025.

Athenllas Company Limited

By: *Tran Xuan Truong*

Its: *[Signature]*
("Client")

Tactic Global, LLC

By: Ryan P. Coyne

Its: *Ryan P Coyne*
("Contractor")

Exhibit A

The Contractor will serve as a Strategic Consultant to Client. The Contractor shall provide the following Services to the Client related to negotiate with US government to avoid or reduce new US tax (46%) proposed to impose on goods imported from Vietnam (“Issue”):

1. **Relationship Building:** The Contractor shall support the Client to develop and maintain relationships with key legislators, government officials, and their staff relevant to the Issue. This includes scheduling and attending meetings, participating in relevant events, and building coalitions with other organizations sharing similar interests.
2. **Advocacy and Communication:** The Contractor will advocate on behalf of the Client before the US government. This includes preparing and presenting written and oral testimony, drafting letters and policy briefs, and engaging in direct lobbying efforts to influence legislative and regulatory outcomes. The Lobbyist will also develop and implement communication strategies to educate and inform policymakers and the public about the Client’s position on the Issue.
3. **Compliance and Reporting:** The Contractor will ensure all lobbying activities comply with applicable federal and state lobbying laws and regulations, including registration, reporting, and disclosure requirements. The Contractor will provide the Client with regular reports on lobbying activities, including contacts with government officials and expenditures related to lobbying efforts.
4. **Other tasks mentioned in the Proposal dated April 3, 2025, provided by the Contractor. The Proposal is an integral part of this document.**
5. **Specific Deliverables:**
 - a) Monthly report summarizing legislative activity;
 - b) Ongoing consulting related to communications between key individuals in negotiations.

(This page is intentionally left blank)