

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 Woodrow Communications Inc. | 2. Registration Number 7725 |
|--|--------------------------------|

3. Primary Address of Registrant
20 Jay Street, Brooklyn, NY 11201

| | |
|--|---|
| 4. Name of Foreign Principal Mr. Rick Fox | 5. Address of Foreign Principal Pineapple Grove Nassua Bahamas BAHAMAS |
|--|---|

6. Country/Region Represented
BAHAMAS

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 BAHAMAS

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.

Individual is running for a political office.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes No

Owned by a foreign government, foreign political party, or other foreign principal

Yes No

Directed by a foreign government, foreign political party, or other foreign principal

Yes No

Controlled by a foreign government, foreign political party, or other foreign principal

Yes No

Financed by a foreign government, foreign political party, or other foreign principal

Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes No

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

Item 10(b) supervised: foreign principal

Item 10(b) directed: foreign principal

Item 10(b) subsidized: foreign principal

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

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date | Printed Name | Signature |
|------------|---------------|--|
| 05/15/2026 | Colin M. Hart | <input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Colin M. Hart |
| _____ | _____ | <input data-bbox="886 491 954 529" type="text" value="Sign"/> _____ |
| _____ | _____ | <input data-bbox="886 577 954 615" type="text" value="Sign"/> _____ |
| _____ | _____ | <input data-bbox="886 663 954 701" type="text" value="Sign"/> _____ |

EXECUTION

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

05/07/2026

Colin M. Hart



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

Woodrow Communications Inc.

2. Registration Number

7725

3. Name of Foreign Principal

Mr. Rick Fox

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? 05/07/2026
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 |
|------------|---------------|--|
| 05/15/2026 | Colin M. Hart | <input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Colin M. Hart |
| _____ | _____ | <input data-bbox="889 541 959 583" type="text" value="Sign"/> _____ |
| _____ | _____ | <input data-bbox="889 630 959 672" type="text" value="Sign"/> _____ |
| _____ | _____ | <input data-bbox="889 718 959 760" 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

05/07/2026

Colin M. Hart



Appendix Response to Item 8

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

Draft, localize, and distribute international media advisories and press releases ahead of, during, and following Bahamas Election Day on May 12th, tailored to priority markets and outlets.

- o Manage international media and interview coordination, including outreach, scheduling, briefing preparation, and on-the-day logistics support.
- o Conduct press coverage analysis across international markets, assessing tone, reach, and narrative alignment in the period surrounding May 12th.
- o Provide ongoing international media monitoring with real-time alerts and regular summary reporting to track coverage volume, sentiment, and key narratives.

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.

Draft, localize, and distribute international media advisories and press releases ahead of, during, and following Bahamas Election Day on May 12th, tailored to priority markets and outlets.

- o Manage international media and interview coordination, including outreach, scheduling, briefing preparation, and on-the-day logistics support.
- o Conduct press coverage analysis across international markets, assessing tone, reach, and narrative alignment in the period surrounding May 12th.
- o Provide ongoing international media monitoring with real-time alerts and regular summary reporting to track coverage volume, sentiment, and key narratives.

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.

1. International Media Advisories

The Registrant will draft, localize, and distribute international media advisories ahead of, during, and following Bahamas Election Day on May 12th, tailored to priority markets and outlets. These materials will be distributed directly to international media organizations and journalists in target markets.

2. Press Releases

The Registrant will draft, localize, and distribute press releases ahead of, during, and following Bahamas Election Day on May 12th, tailored to priority markets and outlets. Press releases constitute written informational materials intended to be republished, quoted, or otherwise disseminated by members of the press to their respective audiences.

3. Media Briefing Materials

The Registrant will manage international media and interview coordination, including briefing preparation on behalf of the foreign principal. Such briefing materials will be provided directly to journalists and media representatives in connection with scheduled interviews and press engagements.

4. Press Coverage Analysis Reports

The Registrant will conduct press coverage analysis across international markets, assessing tone, reach, and narrative alignment in the period surrounding May 12th. These analytical reports will be prepared for and transmitted to the foreign principal.

5. Media Monitoring Reports and Alerts

The Registrant will provide ongoing international media monitoring with real-time alerts and regular summary reporting to track coverage volume, sentiment, and key narratives. These materials will be transmitted to the foreign principal on a regular basis throughout the engagement.



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Brooklyn NY, 11201
info@woodrowcommunications.com

Master Services Agreement

I. APPOINTMENT

This Master Services Agreement (the "**Agreement**") is entered into as May 6, 2026 (the "**Effective Date**") by and between Woodrow Communications Inc, a corporation incorporated in the State of Delaware, with its principal place of business at: 20 Jay Street, Brooklyn, NY 11201, United States ("**Woodrow**") and Rick Fox ("**Client**"), in connection with services to be provided by Woodrow to Client.

Client hereby engages and appoints Woodrow as its communications agency to provide the services set forth in Section II below and as otherwise agreed to in the Statement of Work executed by the parties from time to time. Further to such appointment, Client authorizes Woodrow to act as its agent for the purpose of procuring services (e.g. spokespersons, suppliers) and materials (e.g. photography, footage, artwork) (collectively, "**Third-Party Suppliers**") necessary to perform the services requested by Client. Woodrow will use commercially reasonable efforts to ensure that Third-Party Suppliers perform their obligations in their respective agreements, provided that Woodrow shall not be responsible for any breach by a Third-Party Supplier of its respective agreement or otherwise for Third-Party Suppliers' acts or omissions.

II. SERVICES

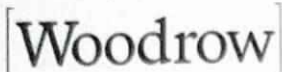
(a) Woodrow shall study Client's products, markets, policies and objectives for the purpose of communicating to Client opportunities for public relations or marketing programs. In the event Client decides to implement a program, Woodrow and Client shall set forth in a Statement of Work the specifics of the program, including, without limitation, the services to be provided by Woodrow, Client's responsibilities and the program budget and timeline.

(b) Woodrow shall submit for Client's review and approval Deliverables (as defined herein) produced by Woodrow prior to distributing or publishing same to the media or the public. Woodrow shall endeavor to obtain all approvals from Client in writing (email included), but if time does not reasonably permit obtaining prior written approval, approvals can be oral with written confirmation via email to follow. Client agrees to review and approve materials in a timely fashion and shall be responsible for ensuring that all product, service and company statements, descriptions, disclaimers and product/service claims are accurate, complete and comply with all laws and regulations applicable to Client, its products and industry.

(c) Woodrow shall render the services in a timely, diligent, and professional manner consistent with the industry standards, in accordance with this Agreement and any terms set forth in the applicable Statement of Work. Client acknowledges that certain aspects of the services are contingent upon Client providing Woodrow with timely and accurate instructions, feedback/approvals and Client Materials (as defined herein), and that Woodrow shall not be responsible for any delays in services due to an act, omission or failure by Client.

(d) The parties each represent, warrant, and covenant that (i) this Agreement constitutes the valid and legally binding obligations of the parties, enforceable in accordance with its terms; and (ii) it shall comply with all laws (including data protection laws) applicable to their respective obligations. Woodrow further represents, warrants, and covenants that each of the personnel assigned to perform Services has the proper skill, training and background to perform the services in a competent and professional manner.

(e) "**Personal Data**" means any information relating to an identified or identifiable natural person, including as defined under applicable data protection and privacy laws such as the EU General



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Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA), as amended. If, in connection with this Agreement, either party discloses or otherwise makes available Personal Data to the other, each party shall comply with all applicable data protection and privacy laws and shall process such data only as permitted under this Agreement and applicable law. Where one party processes Personal Data on behalf of the other, the parties shall enter into a separate Data Processing Agreement (or equivalent addendum) as required by applicable law, setting out the scope, nature, and purpose of the processing and the respective obligations of each party.

III. COMPENSATION

(a) Woodrow shall be compensated for services in accordance with Statement of Work to be entered into by the parties pursuant to this Agreement. Services may be billed on an hourly, fixed fee or other basis, as set forth in the Statement of Work. Unless otherwise specified in the applicable Statement of Work, all invoices for fees and expenses are payable in full thirty (30) days after the invoice date; provided that with regard to Third-Party Supplier expenses, Client shall be required to place Woodrow "in funds" prior to the date Woodrow is required to pay the Third-Party Supplier. Client agrees to review all invoices upon receipt and to notify Woodrow in writing within twenty (20) days of the invoices of any disputes or requested adjustments. If such written notice is not received, the invoice will be deemed to be fully payable. Acceptance by Woodrow of less than full payment is not a waiver of any of its rights to collect the remainder due. Woodrow reserves the right to request modifications to billing terms in the event of persistent late payment or impaired credit and reserves the right to charge late payment interest of 4%.

(b) Client's approval of any estimate in a Statement of Work shall constitute approval of all costs and expenses set forth in such estimate. If actual costs and expenses are expected to exceed the most recent estimate approved by Client, Woodrow will send Client a revised estimate for approval.

(c) Client shall be responsible for sales, value added tax and other similar transaction-based taxes which arise out of the services, including the payments made by Client to Woodrow under this Agreement. All such taxes shall be included and itemized on the applicable invoice. Client shall not be responsible for any income, franchise or similar taxes of Woodrow.

IV. TERM

(a) Either party may terminate this Agreement without cause upon ninety (90) days prior written notice, or for cause upon a material breach by the other party which is not cured, or for which a cure is not commenced, within thirty (30) days from receipt of notice thereof by the breaching party.

(b) During the termination notice period, the rights, duties and responsibilities of Woodrow and Client shall continue in full force and effect, including, without limitation, the payment of fees and the provision of services as requested by Client.

(c) All non-cancelable reservations, contracts and other arrangements with Third-Party Suppliers authorized by Client that are still in effect as of the effective date of termination of this Agreement shall be automatically assumed by Client or its representative and Woodrow shall be released from the duties, obligations and liabilities thereof. Any reservations, contracts or other arrangements with Third-Party Suppliers that cannot be assumed by Client or cancelled shall be carried to completion by Woodrow and paid for by Client in accordance with the provisions of this Agreement.

(d) During the termination notice period, monthly fees payable by Client shall be no less than the average of the three (3) months prior to termination

Woodrow

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V. OWNERSHIP OF MATERIALS

(a) All materials generated by Woodrow in the performance of this Agreement and accepted and paid for by Client shall be deemed "work made for hire" and shall be the exclusive property of Client ("**Deliverables**"). If, for any reason, any Deliverable does not constitute "work made for hire", Woodrow hereby irrevocably assigns to Client, for no additional consideration, Woodrow's entire right, title and interest in and to the Deliverable, including all intellectual property rights therein. Woodrow retains ownership of its works of authorship created by it prior to or separate from the performance of services under this Agreement and all materials rejected or not paid-for by Client. Notwithstanding the foregoing, all materials, rights, data and intellectual property owned by third parties (such as spokesperson name and likeness rights, photography and third-party licensed data) shall remain the sole and exclusive property of such third parties, and Client agrees to use such third-party materials consistent with the applicable license terms communicated to Client.

(b) As between Woodrow and Client, Client is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any works, specifications, data, creative, trademarks, logos and other materials provided to Woodrow by Client ("**Client Materials**"). Woodrow has no right or license to use any Client Materials except to the extent necessary to perform the services authorized by Client. All other rights in and to Client Materials are expressly reserved by Client.

VI. INDEMNIFICATION

(a) Woodrow shall indemnify and hold Client, its parent, subsidiary and affiliated entities, and the officers, directors, shareholders, employees and agents of all such entities ("**Client Indemnitees**") harmless from and against any and all losses, damages, liabilities, claims, demands, suits, expenses and any other out-of-pocket costs (including reasonable outside attorneys' fees and expenses) (collectively "**Damages**") any Client Indemnitee may incur or be liable for as a result of any third-party claim, suit or proceeding, subpoena, discovery demand or other directive having the force of law or governmental inquiry ("**Claim**"), made, served or brought against any Client Indemnitee based upon or arising out of Woodrow's negligence or willful misconduct, including Woodrow's failure to obtain the necessary permissions, contracts and/or releases with or from all parties whose intellectual property, personal or other property rights are used in Deliverables, for the purposes, duration, media and uses agreed to by Woodrow and Client. Notwithstanding any other provision of this Agreement, Woodrow shall not be responsible or liable for, or have any indemnification duties in connection with, any Claim for Damages to the extent such Claim and/or Damages are caused by the negligence or willful misconduct of Client.

(b) Client shall indemnify and hold harmless, Woodrow, its parent, subsidiary and affiliated entities, and the officers, directors, shareholders, employees and agents of all such entities ("**Woodrow Indemnitees**") from and against any and all Claims and Damages which any Woodrow Indemnitee may incur or be liable for arising out of (i) any Client Materials; (ii) allegations that claims, descriptions or representations regarding Client, its products, services and competitors in Client-approved Deliverables are false, misleading, unsubstantiated or not in accord with relevant legal and regulatory requirements, directives and guidelines applicable to Client, its products and industry; or (iii) the nature and use of Client's products and services, including, without limitation, allegations that Client's products or services are defective, injurious, or harmful. Notwithstanding any other provision of this Agreement, Client shall not be responsible or liable for, or have any indemnification duties in connection with, any Claim for Damages to the extent such Claim and/or Damages are caused by the negligence or willful misconduct of Woodrow.

(c) The indemnified party will provide the indemnifying party with: (a) prompt written notice of any matter that is subject to indemnification hereunder; (b) the right to assume the exclusive defense and control of any such matter (provided that the indemnified party may participate in the defense at its own

[Woodrow]

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expense); and (c) cooperation with any reasonable requests assisting the indemnifying party's defense of such matter. The indemnifying party may not settle any such lawsuit or proceeding without the indemnified party's prior written consent.

(d) Neither Woodrow nor Client shall be held liable to the other for indirect, incidental, consequential, special or punitive damages arising in any manner 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 liability hereunder shall in no event exceed the amounts payable to Woodrow hereunder. This limitation on liability shall not apply to willful misconduct, or indemnity obligations with respect to third party claims.

VII. FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, failure of transportation or communications or of suppliers or vendors of goods or services, or any other cause beyond the reasonable control of such party.

VIII. NON-SOLICITATION OF EMPLOYEES

Each party agrees that during the period of time dating from the Commencement Date through one year after the termination of this Agreement, the other party shall not, directly or indirectly, knowingly recruit, solicit, employ, engage as a consultant, or otherwise retain, any of the other party's current or former employees or contractors who were involved in the performance of this Agreement, without the other party's prior written consent. The parties agree that the remedy at law for a breach of this Section shall be inadequate and therefore the non-breaching party shall be entitled to injunctive relief for such breach, without proof of irreparable injury and without posting bond, in addition to any other right or remedy it may have.

IX. CONFIDENTIALITY

(a) In connection with this Agreement, each party may receive Confidential Information of the other party. "**Confidential Information**" means all information, provided by or on behalf of a party, in connection with this Agreement, in whatever form, including on paper, electronically, on magnetic media, orally, or otherwise, which (a) if disclosed in writing, is labelled as "Confidential", "Secret" or similar qualification, (b) if disclosed orally, is identified as confidential at the time of disclosure and confirmed in writing as "Confidential" to the receiving party within 30 days after oral disclosure, and/or (c) should be reasonably understood by a receiving party, based on the nature of the information and the circumstances of its disclosure, to be proprietary or confidential. Confidential Information shall include, without limitation, a disclosing party's customers, products, services, confidential intellectual property, employees, third party confidential information and other sensitive and proprietary information.

(b) Each party shall use Confidential Information of the other party only for the purpose of performing its obligations or exercising its rights under this Agreement. Neither party shall, for the term of this Agreement and for a period of 5 years after receipt of the Confidential Information in question, disclose such Confidential Information of the other party to any third party other than as permitted herein, provided that at no time shall a party disclose the other party's trade secrets. Each party shall protect Confidential Information of the other party against any unauthorized disclosure in the same manner and with the same degree of care with which it protects confidential information of its own, but not less than a reasonable degree of care. Each party shall restrict disclosure of Confidential Information to subcontractors and



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vendors providing services and materials under this Agreement and those of their employees who have a need to know in connection with the performance of their obligations under this Agreement.

(c) The obligations of confidentiality hereunder shall not apply to information that: (a) is or becomes generally available to the public through no fault of the receiving party; (b) was known by the receiving party prior to disclosure by the disclosing party, as evidenced by adequate records of the receiving party; (c) is lawfully obtained by the receiving party from a third party without any breach of confidentiality; or (d) is independently developed by the receiving party.

(d) Promptly upon written request of the disclosing party, the receiving party shall return or destroy all tangible Confidential Information received from the disclosing party in connection with this Agreement and not retain any copies thereof, and delete any electronically stored Confidential Information, provided, however, that (a) the receiving party may retain a single secure copy of any Confidential Information for legal archival purposes and (b) electronic back-up files that have been created by routine archiving and back-up procedures need not be deleted, provided that, in each case, such copy and back-up files shall remain subject to the terms of this Section.

(e) If a receiving party receives a subpoena or other validly issued regulatory, administrative or other judicial request relating to the disclosing party, it shall, if permitted, provide prompt notice to the disclosing party of such receipt, and if requested by the disclosing party, provide reasonable assistance, at the disclosing party's sole cost and expense, in opposing such subpoena or other request or seeking a protective order or other limitations. The receiving party shall thereafter be entitled to comply with such subpoena or other request.

X. INDEPENDENT CONTRACTOR

Woodrow, in performance of this Agreement, is acting as an independent contractor. Woodrow personnel supplied by Woodrow hereunder are not Client's employees or agents, and Woodrow shall be solely responsible for the payment of compensation, salary, benefits, severance and any other employee payments of personnel assigned by Woodrow to perform services hereunder. Client shall not be responsible for payment of workers' compensation, disability benefits and unemployment insurance or for withholding and paying employment taxes for any Woodrow personnel; as between Woodrow and Client, such responsibility shall be solely that of Woodrow.

XI. GENERAL

(a) This Agreement constitutes the exclusive, complete and final agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, arrangements and other communications and understandings between the parties, whether oral or written, with respect to such subject matter. This Agreement shall not be amended, modified, or waived in any way, in whole or in part, except in writing signed by both parties or their respective authorized representatives. A waiver of a party's breach of any provision of this Agreement shall not operate as or be deemed to be a waiver of that party's prior, concurrent or subsequent breach of that or any other provision of this Agreement. This Agreement, and the rights, duties, obligations and liabilities herein, shall be binding upon and inure to the benefit of the parties' successors and assigns. There are no third-party beneficiaries to this Agreement.

(b) Woodrow shall, at its own expense, maintain the following insurance coverage with reputable insurers: (i) Commercial General Liability with limits of not less than USD 1,000,000 per occurrence; (ii) Professional Liability (Errors & Omissions) with limits of not less than USD 1,000,000 per claim; and (iii) Workers' Compensation and Employer's Liability as required by law. Upon request,

Woodrow

Woodrow Communications Inc
30 Jay Street
Brooklyn NY, 11201
info@woodrowcommunications.com

Woodrow shall provide Client with certificates of insurance evidencing the above.

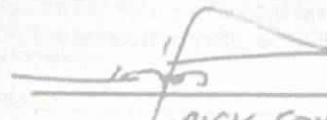
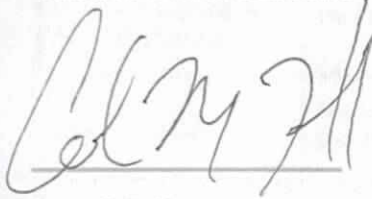
(c) If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

(d) This Agreement is governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflicts of laws principles. The Parties hereto agree that all actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state court located in, or the federal court in the judicial district and division encompassing, Kings County, New York, and the Parties consent to the jurisdiction of such courts.

ACCEPTED AND AGREED:

Woodrow Communications Inc

Rick Fox



Name: Colin Hart

Name: RICK FOX

Title: Senior Partner, US

Title: OWNER

Date: May 6, 2026

Date: May 7, 2026



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Appendix 2: Services and Deliverables

INTERNATIONAL MEDIA PROGRAM

Activity by Workstream

- I. **International Media Coordination — May 12th**
 - Draft, localize, and distribute international media advisories and press releases ahead of, during, and following Bahamas Election Day on May 12th, tailored to priority markets and outlets.
 - Manage international media and interview coordination, including outreach, scheduling, briefing preparation, and on-the-day logistics support.
 - Conduct press coverage analysis across international markets, assessing tone, reach, and narrative alignment in the period surrounding May 12th.
 - Provide ongoing international media monitoring with real-time alerts and regular summary reporting to track coverage volume, sentiment, and key narratives.

Note: This activation is proposed and subject to client confirmation. Travel, accommodation, and hosting costs will be pre-approved in writing and billed separately at cost.

Fees — Part B

Project Budget: Hourly Rates (total)

The Fees will be based on the hourly rate card billed at the start of each month for the previous month, with 30-day payment terms. Hours will be tracked and reported monthly alongside invoices.



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Appendix 3: Woodrow US Rate Card

| Role | Rate per hour |
|--------------------------|----------------------|
| Account Executive | \$120.00 |
| Senior Account Executive | \$175.00 |
| Account Manager | \$225.00 |
| Senior Account Manager | \$285.00 |
| Associate Director | \$465.00 |
| Director | \$525.00 |
| Senior Partner | \$585.00 |
| CEO | \$630.00 |