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OMB No. 1124-0006; Expires May 31, 2020

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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, Registration 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 and Address of Registrant	2. Registration No.
Daniel J. Edelman, Inc.	3634

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
HDR Global Trading Ltd.	Second Floor, Capital City Independence Avenue P.O. Box 1008, Victoria, Mahe Republic of Seychelles

5. Indicate whether your foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ 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 _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

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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8. 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.

HDR Global Trading Limited is a technology company who owns and operates BitMEX, a cryptocurrency derivatives trading platform.

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 ☒

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. 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.

The company is privately held and is owned by its three founders who have the majority shareholding.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature
September 10, 2019	Randall Corley, Global Compliance Officer	/s/ Randall Corley eSigned

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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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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, Registration 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	2. Registration No.
Daniel J. Edelman, Inc.	3634

3. Name of Foreign Principal

HDR Global Trading, 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, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

To protect and evolve BitMEX's brand by creating a corporate communications function, and developing a long-term communications strategy.

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

- Advisory services including on-going senior counsel from Edelman HK and US
- Participation in relevant offsite days
- Seconded team to provide an interim corporate communications function
- Relevant workshops around messaging, positioning and stakeholder engagement
- Crisis and issues planning

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

Provide HDR Global Trading, Ltd. with communications, counsel/advisory, on government and regulatory affairs.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
September 10, 2019	Randall Corley, Global Compliance Officer	/s/ Randall Corley eSigned

Footnote: "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.

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LETTER OF AGREEMENT

For Edelman Use Only
GM:
Client Code:
Contract No(s):

28 August 2019

HDR Global Trading Limited
Second Floor, Capital City
Independence Avenue
P.O. Box 1008, Victoria, Mahe
Republic of Seychelles

To: HDR Global Trading Limited

This constitutes the master services agreement ("Agreement") between HDR Global Services Limited a company incorporated and existing under the laws of Seychelles and whose registered office is situated at Second Floor, Capital City, Independence Avenue, P.O. Box 1008, Victoria, Mahé, Seychelles ("Client") and Edelman Public Relations Worldwide (HK) Limited a company incorporated and existing under the laws of the Hong Kong Special Administrative Region ("Hong Kong") and whose registered office is situated at Room 701, Central Plaza 18 Harbour Road, Wanchai, Hong Kong ("Edelman") for the provision of services as set forth herein. The parties agree as follows:

1. **Services.** Edelman shall perform those services ("Services") set forth in each statement of work (each a "SOW") in the form as set out in the Exhibit attached hereto, which shall be deemed to be incorporated into this Agreement from time to time upon acceptance and execution of the same by the parties. If Client wants to expand the scope of the Services or wants additional services, Client and Edelman shall mutually agree upon the additional services to be performed and the amount required to perform the additional services and either amend the current SOW or execute a new SOW, as appropriate. Edelman shall bill Client and Client shall pay Edelman for such additional services in accordance with the terms of this Agreement and SOWs.

2. **Compensation.**

2.1. **Budget.** The total projected fees, expenses, and payment schedule for the Services ("Budget"), if determined, are set forth in each SOW. The Budget pertains to Services only as set forth in the SOW and is only for Services rendered by Edelman's Hong Kong office, unless specifically provided otherwise herein. If Client expands the scope of the Services or wants additional services, the amount required to perform the additional services shall be determined and the Budget in the SOW will be either amended or a new SOW will be executed, as appropriate. Subject to Section 2.4, if any activities entail services of other Edelman offices, divisions or affiliates (each, an "**Other Edelman Office**"), Client will pay for such services at Edelman's then current time and material rates customary for such office location, practice and title. Edelman may, in its sole discretion, amend its then current billing rates, provided that Edelman shall provide reasonable prior written notice to Client of any increased billing rates before such increase takes effect in relation to any work carried out by it or any Other Edelman Office.

2.2. **Expenses.**

(a) Third-Party Expenses. Client shall reimburse Edelman for all out-of-pocket, third-party vendor expenses reasonably incurred by Edelman in performing the Services. Such expenses may include, but are not limited to, research services, media monitoring/clipping, production costs, and conferencing charges. Client shall pay 10% service charge on all such expenses reasonably incurred and paid by Edelman (the "Service Charge"). Client may avoid the Service Charge by paying vendors directly. For any individual expense equal to or greater than $200,000 Hong Kong dollars, Client shall be required to prepay Edelman or directly pay vendors.

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(b) Travel and Additional Expenses. Client shall reimburse Edelman monthly for all reasonable travel and/or entertainment related expenses incurred by Edelman or its employees in performing the Services, including, but not limited to reasonable costs in respect of air travel, ground transportation, lodging, meals, tips and wireless internet and long distance telephone calls, cellular phones, messengers, and overnight delivery, provided that any such expenses relating to air travel or lodging are pre-approved in writing by Client. Such expenses are not subject to the Service Charge.

(c) Taxes. Client shall reimburse Edelman for all applicable taxes, including, without limitation, taxes on the sale or use of goods and services, value added taxes, and general services taxes, imposed by any government or taxation authority, as a result of Edelman's proper performance of the Services; provided, however, that Client shall not be responsible or liable for any other taxes, including taxes based solely on and relating to Edelman's income.

(d) Administrative Expenses. Client shall pay Edelman a monthly charge equal to six percent (6%) of Edelman's monthly fees as reimbursement for certain administrative expenses related to in-house photocopying, local telephone calls, long distance and teleconference calls under two dollars not billed separately, and postage (other than mass mailings) that Edelman incurs on Client's behalf as well as certain research and media databases used by Edelman. Notwithstanding any provision to the contrary contained herein, Edelman shall not provide Client with an accounting or detail for such charges.

(e) Legal Services: The reasonable costs of Edelman's outside legal services incurred to approve copy, deal with regulatory issues, arrange spokespersons, negotiate terms with vendors and suppliers engaged on behalf of Client, and other matters dealing with the provision of services will be billable to Client as a third party expense. Edelman shall provide for Client's prior approval, in each case, an estimate of such legal expenses to be incurred.

2.3. Payment. Except as otherwise provided herein, payments for the fees and expenses described in this Section 2 and any SOWs are due and owing to Edelman on the invoice dates; provided, however, that such payments shall not be deemed late if received by Edelman within thirty (30) days of such invoice dates. If payment is not received by Edelman within such period, Edelman may assess and Client agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate. If Client is more than thirty (30) days late in paying any invoice, Edelman may, in its sole discretion, cease performing Services until Client had paid all outstanding invoices. Edelman's failure to issue an invoice in a timely manner will not relieve Client of Client's obligation to pay the amounts due pursuant to such invoice, but will postpone the due date accordingly. Restrictive endorsements or other statements on checks accepted by Edelman shall be of no force or effect. To the extent that Client disputes any invoice, Client must provide Edelman written notice of such dispute within thirty (30) days of receiving the related invoice, or Client shall waive any claim with respect to such invoice.

2.4. International Services.

(a) All amounts due under this Agreement shall be billed and paid in the local currency of the office performing the Services.

(b) The Services shall in all cases be carried out by Edelman, or, to the extent such Other Edelman Office is located in Hong Kong any Other Edelman Office.

(c) Neither Edelman nor any Other Edelman Office shall perform any Services outside of Hong Kong without the prior written consent of Client, but shall, where requested to do so by Client, cooperate in good faith with any other firm representing the Client outside of Hong Kong in relation to the provision of any Services.

3. Indemnification.

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3.1 Client represents and warrants that the materials and information it provides to Edelman are accurate and complete and that it is the owner or licensee of all intellectual property rights sufficient to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing Services for Client. Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of or relate to: (i) information, statements or materials prepared or provided by Client, that Client directed Edelman to use or that were properly approved by Client (ii) product liability or death, personal injury or property damage arising out of, or relating to, Client's acts or omissions or Client's products, services or equipment; and/or (iii) Client's negligence or willful misconduct.

3.2 Edelman shall defend, indemnify and hold Client harmless from and against any Claims that arise out of, or relate to Edelman's negligence or willful misconduct in performing the Services under this Agreement.

3.3 The indemnifying party's obligations under this Agreement are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defense and settlement of a Claim (provided that the indemnifying party may not settle any Claim in a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld or delayed); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defense thereof with counsel of its choosing at its own expense.

3.4 In addition, in matters in which Edelman is not an adverse party, Client shall pay or reimburse Edelman for all reasonable staff time, attorneys' fees and expenses Edelman incurs in relation to subpoenas, depositions, discovery demands and other inquiries received by it in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Client is a party, subject or target.

3.5 This Section shall survive termination or expiration of this Agreement.

4. Term. This Agreement shall commence effective as of 19 August 2019 and shall continue for one (1) year. This Agreement shall automatically renew for subsequent one-year terms unless terminated by either party as provided herein.

5. Termination. Either party may terminate this Agreement or a particular SOW for any reason by providing the other party with not less than sixty (60) days' written notice. In addition, either party may terminate this Agreement upon ten (10) days' written notice to the other party in the event of a material breach of this Agreement (including non-payment of any invoice), if such breach is not corrected by the other party within the ten-day period. Either party may immediately terminate this Agreement if the other becomes insolvent; is unable to pay its debts as they mature; is the subject of a petition in bankruptcy or of any other proceeding under bankruptcy, insolvency or similar laws; makes an assignment for the benefit of creditors, or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated. The respective rights and duties of the parties shall continue in full force and effect during the notice period. Upon expiration or termination of this Agreement, Client shall pay Edelman fees through the termination date and reimburse Edelman for expenses incurred through the termination date. In addition, Client shall either assume liability or pay Edelman for non-cancelable expenses scheduled in accordance with the terms of this Agreement and committed to be incurred prior to the termination date. This Section shall survive termination or expiration of this Agreement.

If the term set forth in an SOW extends beyond the expiration or termination date of this Agreement, the terms of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration.

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6. Limitation of Liability. EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EDELMAN BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES. This Section shall survive termination or expiration of this Agreement.

7. Confidentiality. Each party will keep confidential all information and materials so designated by the other party and limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or any regulatory authority; or (v) are authorized for release by the disclosing party in writing.

8. Intellectual Property. Unless specifically provided for in the SOW and paid for by Client, Edelman does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client, provided that Edelman shall always take all reasonable precautions to ensure that it does not introduce to Client any materials reasonably likely to so infringe. Nothing in this Agreement shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.

Conditioned upon payment in full of all amounts due and owing Edelman with respect to the Services, Edelman will assign all of its right, title and interest, including all of its copyright and trademark rights, in the materials Edelman creates in connection with such Services; provided, however, that Client shall obtain no ownership interest in (i) third party materials, including without limitation, stock photography, (ii) materials prepared by Edelman prior to or outside the scope of this Agreement, even if customized for Client, and (iii) materials Edelman reasonably considers proprietary, including but not limited to, media lists, certain media training guides, influencer lists, data bases, materials and proposals Edelman submits to Client that Client does not engage Edelman to implement, provided that any such materials or proposals must not identify Client and must not have been produced by Edelman in relation to any work paid for by Client. Upon Client's request, and at Client's expense, Edelman shall use reasonable efforts to obtain from any third party any and all assignments and releases necessary to grant Client the rights of such third party. This Section shall survive termination or expiration of this Agreement.

9. Non-Solicitation of Employees. During the term of this Agreement and for one (1) year after its termination, Client will not, without the written consent of Edelman, such consent not to be unreasonably withheld or delayed, knowingly solicit (either directly or indirectly) any Edelman employee with whom Client came into contact during the performance of this Agreement, for the purpose of engaging such employee as an employee, consultant, agent or other independent contractor. In the event Client does so solicit and employ or engage any person so employed by Edelman, Client shall pay Edelman a fee equal to the total amount of such employee's annual cash and reasonable non-cash compensation as a reimbursement to Edelman of its reasonable recruitment and training costs. This Section shall survive termination or expiration of this Agreement.

10. Choice of Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it shall be construed in accordance with the laws of Hong Kong, regardless of any conflict of law rules. Client hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong. This Section shall survive termination or expiration of this Agreement.

11. Assignment. Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party; provided,

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however, that Edelman may elect to engage subcontractors in connection with the performance of its Services hereunder in accordance with the terms of this Agreement.

12. Force Majeure. Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform (a "force majeure event"), except for the failure to pay any amounts due hereunder. If a force majeure event remains in effect for more than thirty days, the other party may terminate the affected SOW.

13. Notice. Except as otherwise provided herein, all notices that either party is required or may desire to give the other party hereunder shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, either postage prepaid, (iii) sent by prepaid overnight courier; or (iv) transmitted by e-mail, when received and opened, in each case, to the extent address details are provided below:

If to Edelman:	Simon Chan Edelman Public Relations Worldwide (HK) Limited Room 701 Central Plaza 18 Harbour Road, Wanchai, Hong Kong simon.chan@edelman.com
With a copy to:	Dennis Chan, Finance Director Edelman Public Relations Worldwide (HK) Limited Room 701 Central Plaza 18 Harbour Road, Wanchai, Hong Kong dennis.chan@edelman.com
If to Client:	angelina.kwan@bitmex.com vivien.khoo@bitmex.com finance@bitmex.com
With a copy to:	legal@bitmex.com

14. Section Headings. Section headings contained herein are solely for convenience and are not in any sense to be given weight in the construction of this Agreement.

15. Counterparts. This Agreement and any SOW hereunder may be executed in two or more counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.

16. Compliance with Laws. Client shall comply with, and be in compliance with, all applicable statutes, laws, ordinances and regulations. In compliance with data privacy and security laws, the parties agree to, among other things, comply with the provisions of Appendix 1.

17. Survival. The respective rights and obligations of the parties set forth in this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

18. Entire Agreement. This Agreement, along with any and all SOWs, exhibits and attachments, constitutes a single agreement, as well as the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties (including without limitation any letter of intent), whether written or oral, with respect to the subject matter hereof, and may be modified or amended only in writing and signed by the parties to this Agreement.

19. Order of Precedence. Any preprinted terms and conditions of the parties' business forms shall be without legal effect with respect to this Agreement or any SOWs.

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20. **No Third Party Rights.** No term of this Agreement is enforceable by a person who is not a party to this Agreement.

Your signature below confirms that you, as an authorized representative of Client, enter into this Agreement on behalf of Client.

Sincerely, Edelman Public Relations Worldwide (HK) Limited

ACCEPTED AND AGREED TO ON THIS _28__ DAY OF ____AUGUST_____, 2019___.

HDR GLOBAL TRADING LIMITED

DocuSigned by:

By: _____
0BD24FC28E4B4CF...

Printed Name: Angelina Kwan

Title: COO

EDELMAN PUBLIC RELATIONS WORLDWIDE (HK) Limited

By: _____

Printed Name: DENNIS CHOW

Title: FINANCE DIRECTOR

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EXHIBIT
Statement of Work

Pursuant to the master services agreement by and between HDR Global Trading Limited ("Client") and Edelman Public Relations Worldwide (HK) Limited ("Edelman") dated 28 August 2019 ("Agreement"), this Statement of Work is effective as of 19 August 2019. This Statement of Work shall be incorporated into and be subject to the terms and conditions of the Agreement. To the extent that there is any conflict or inconsistency between the terms and conditions contained in this SOW [#1] and the Agreement, the terms and conditions contained in the Agreement will take precedence. Capitalized terms not specifically defined herein shall have the meaning set forth in the Agreement.

The parties agree to the below Scope of Services and financial terms:

SCOPE OF SERVICES

Overview
The scope of work will include:

Advisory Services
Edelman has been engaged by BitMEX to help protect and evolve its brand. The scope of activities will include creating a corporate communications function including a seconded team; developing a long-term communications strategy which includes government and regulatory affairs in the US; and executing strategies and cascading.

It has been agreed that while the strategy is being developed, Edelman will bill on an hourly basis based on its standard hourly rates as listed below, with time reports provided every two weeks.

Advisory Services
- On-going senior counsel from Edelman HK and US, as well as any relevant expertise as needed from the global network.
- Senior oversight of the strategy development and execution.
- Participation at relevant strategy offsite days to provide communications guidance and to develop the strategy
- On-going communication with key client contact, as well as relevant meetings with stakeholders including the ExCo, HR, legal, marketing and customer services.

Corporate Communications Function
- A rotating seconded team to operate as an extended corporate communications function with a mandate of supporting the internal BitMEX team to:
    - Manage reactive and proactive communications
    - Review and counsel on existing engagements, briefing information and content - including social content, owned assets, internal communications and media communications.
    - Develop primary corporate communications assets including media factsheet, FAQ, and boilerplate.
    - Develop a scenario plan to manage for immediate issues ahead of strategy development.
    - Conduct audits of existing internal and external communications channels from a corporate reputation standpoint – to develop immediate recommendations and a longer-term strategy
- Developing the in-house corporate communications function including structure, job descriptions and as appropriate, participating in candidate interviews.

PRISM workshop
- A half-day workshop to define BitMEX's positioning, narrative and messaging to take forward, and to help inform the basis of all future communications. From the team will develop new, or refine existing assets including:

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- Employee handbook and on-boarding process
- Media assets
- Website copy
- Internal communications strategy
- Media and social media strategy
- Executive platform and training for Arthur

Issues preparedness and risk assessment workshop

- Workshop to focus on identifying the potential operational risks that could impact BitMEX and developing an appropriate response protocol to respond to emerging issues or crises.

Government affairs workshop

- Workshop with a focus to develop a government and regulatory affairs strategy. This includes identifying core issues that we need to address for regulatory and government audiences, risk assessment and scenario planning – e.g. new regulations, congressional hearings, etc.

Crisis Management

Crisis and issues planning will be billed at standard rate, but live management of an issue or crisis will be billed at crisis rate.

Any items not provided for above will be considered outside the Scope of Services. If Client expands the Scope of Services, the amount required to perform the additional services will be agreed upon and a revised Statement of Work shall be executed.

TERMS

Deposit. Client shall at all times have on deposit with Edelman not less than US$20,000. This amount will be billed prior to the performance of the Services. Such amount shall be retained by Edelman and shall be applied towards the payment of Edelman's final invoice(s) and, provided no other amounts are outstanding, any balance will be refunded to Client. In the event the amount on deposit is at any time less than the anticipated fees and expenses for the next month, Client agrees to increase the amount so deposited with Edelman.

Fee Billing.

At the end of each month, Edelman shall invoice Client the exact fees based upon the hours incurred in performing the Services during that month. Such fees will be based upon Edelman's rate card ("**Rate Card**") as described below.

Expense Billing. Edelman shall invoice Client the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis. Actual expenses may vary from any estimated amounts provided in the Budget section.

Invoices. Edelman will render invoices to include professional services in one lump sum and expenses by category. Documentation for out-of-pocket expenses will be available upon request. Payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices shall be addressed to:

Name of representative: Company Name: Address:	Finance finance@bitmex.com

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RATE CARD

Hong Kong Rate Card		
Resource Title	**Standard**	**Crisis**
Assistant Executive	$90	$135
Executive	$130	$195
Assistant Manager	$140	$210
Senior Manager	$155	$233
Assistant Director	$195	$293
Associate Director	$320	$480
Director	$355	$533
Managing Director	$515	$773

United States Rate Card		
Resource Title	**Standard**	**Crisis**
Administrative Assistant/ Intern	$95	$130
Assistant Account Executive	$185	$250
Account Executive	$215	$275
Senior Account Executive	$280	$350
Account Supervisor	$325	$400
Senior Account Supervisor	$375	$450
Vice President	$425	$500
Senior Vice President	$500	$650
Executive Vice President/DGM	$575	$725
General Manager/MD	$650	$800
Executive	$685	$800

ACCEPTED AND AGREED TO ON THIS _28__ DAY OF ___AUGUST____, 2019_.

HDR GLOBAL TRADING LIMITED

By: _____

Printed Name: Angelina Kwan

Title: COO

Edelman Public Relations Worldwide (HK) Limited

By: _____

Printed Name: DENNIS CHAN

Title: FINANCE DIRECTOR

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Appendix 1 - Data Protection Addendum

SECTION 1 Purpose

This Addendum supplements the Agreement with respect to the parties' Processing of Personal Data and compliance with Data Protection Law. This is not intended to modify the terms of the Agreement, but shall take precedent with respect to matters involving the Processing of Personal Data.

SECTION 2 Definitions

Capitalized terms used but not defined have the meaning given in the Agreement.

"Client Personal Data" means Personal Data received from or on behalf of the Client in connection with the performance of the Services.

"Data Controller" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data.

"Data Processor" means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the Data Controller.

"Data Protection Law" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, as applicable to Client or Edelman, relating to data security, data protection and/or privacy, including, without limitation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("GDPR"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance binding on Client or Edelman, as amended, extended, repealed and replaced, or re-enacted from time to time.

"Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to Personal Data, whether transmitted, stored, or otherwise Processed.

"Processing" means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "Process" and "Processed" will have equivalent meanings.

SECTION 3 GDPR Requirements

(1) Client, shall:

(i) Ensure that it has the lawful right to authorize Edelman to process Client Personal Data as contractually agreed or as instructed by the Client;

(ii) Comply with applicable Data Protection Law in connection with the Processing of Client Personal Data;

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(iii) Ensure all instructions given by it to Edelman with respect to the Processing of Client Personal Data are compliant with Data Protection Law applicable to it;

(iv) Be solely responsible for assessing the admissibility of the Processing requested by it and for the rights of affected parties;

(v) Make its best efforts to document all orders, partial orders or instructions provided to Edelman. In urgent cases, instructions may be given verbally, provided Client promptly confirms and documents the instructions;

(vi) Immediately notify Edelman of any errors or irregularities found when reviewing the results of the processing;

(vii) To the extent Client receives Personal Data of Edelman employees pursuant to the Agreement, Client will process such Personal Data in compliance with Edelman's reasonable instructions and applicable Data Protection Law.

(2) Edelman, in its capacity as a Data Processor to Client, shall:

(i) Process Client Personal Data pursuant to the Agreement only on documented instructions from Client, including with regard to transfers of Personal Data to a third country, an international organization, unless required to do otherwise by European Union or Member State law to which Edelman is subject. In such case, Edelman will inform Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

(ii) Ensure that persons authorized by Edelman to Process Client Personal Data (except to the extent a subprocessor has been selected by Client) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Edelman shall not be responsible for the actions of subprocessors Client has selected and instructed Edelman to utilize with respect to the Processing of Client Personal Data;

(iii) Take all measures required by Data Protection Law relating to data security, including but not limited to adequate information security measures in accordance with Data Protection Law;

(iv) Taking into account the nature of the Processing, assist Client by appropriate technical and organizational measures, insofar as this is reasonably possible, for the fulfillment of Client's obligation to respond to requests for exercising the Data Subjects' rights stated in Data Protection Law with respect to Client Personal Data;

(v) Reasonably assist Client in ensuring compliance with data security, Personal Data Breach obligations and data protection impact assessments, and engaging in other matters, pursuant to and as required by Data Protection Law with respect to Client Personal Data. In particular, Edelman shall notify the Client without undue delay on becoming aware of any Personal Data Breach in respect of Client Personal Data;

(vi) maintain records of all of its Processing activities hereunder and make available to the Client such information in its possession or control as is reasonably necessary to demonstrate its compliance with this Exhibit and Data Protection Law;

(vii) upon notice from Client, promptly delete or return all the Personal Data to Client that Edelman has Processed solely for Client pursuant to the Agreement, after the end of the provision of Services relating to Processing, and delete existing copies unless European Union or Member State law requires storage of Personal Data;

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(viii) promptly inform Client if, in its opinion, an instruction from Client is inconsistent with Data Protection Law in which case Edelman shall be entitled to suspend providing the relevant Services until the parties have agreed upon amended instructions which are not inconsistent with Data Protection Law.

(3) To the extent that Edelman Processes Personal Data pursuant to the Agreement in the capacity of a Data Controller, it will comply with Data Protection Law and the requirements of subsection (1) above.

(4) To the extent that Client receives Personal Data form Edelman (e.g. Personal Data of Edelman employees, media contact or suppliers) pursuant to the Agreement, Client will Process such Personal Data in accordance with applicable Data Protection Law and Edelman's reasonable instructions from time to time.

(5) The subject matter of the Processing, including the nature, purposes and duration of Processing operations to be carried out and the categories of data subjects and types of Personal Data to be Processed, will be described in a SOW or other written agreement signed by the parties' authorized representatives, or documented instructions from the instructing party, each of which forms an integral part of the Agreement.

(6) Each party will notify the other party without delay upon becoming aware of a Personal Data Breach affecting the other party's Personal Data Processed pursuant to the Agreement.

(7) Where one party faces an actual or potential claim arising out of or related to violation of any Data Protection Law concerning the Services or Personal Data Processed hereunder, the other party will promptly provide all materials and information requested that is relevant to the defense of such claim and the underlying circumstances concerning the claim.

(8) Each party agrees that to the extent the other party Processes the name, business telephone number, business cell phone number, business address, or business email address of the other party's employees in the ordinary course of developing and/or maintaining a business relationship between Client and Edelman, each party represents to the other party that it is authorized to permit the other party to Process such Personal Data regarding employees for the sole purpose of performing their respective responsibilities under the Agreement and instructs the other party to Process such Personal Data for such purposes.

(9) To the extent either party provides instructions to the other party to Process Personal Data, the party providing instructions represents and warrants that it has the appropriate authorization to permit the party receiving instructions to Process such data consistent with the instructions in accordance with applicable Data Protection Law.

(10) In the event and to the extent Processing instructions issued by Client make performance of the Agreement commercially unreasonable, Edelman shall advise Client and the parties will negotiate in good faith an amicable resolution of same. On resolution, the Processing instructions will take effect. Absent an amicable resolution, Edelman shall be entitled to terminate the Agreement for cause. Client shall reimburse Edelman for additional expenses reasonably incurred as a result of complying with Client's requests and/or instructions hereunder.

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(11) The Client acknowledges that Edelman uses cloud services to store and process data which may involve the transfer of Client Personal Data outside the United Kingdom and European Economic Area (EEA). The Client consents to this transfer of Client Personal Data provided it is effected by way of Appropriate Safeguards. "**Appropriate Safeguards"** means such legally enforceable mechanism(s) for transfers of personal data as may be permitted under applicable Data Protection Law from time to time.

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