

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 Mercury Public Affairs, LLC	2. Registration Number 6170
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3. Primary Address of Registrant
1130 Connecticut Ave NW, Fourth Floor, Washington, DC 20036

4. Name of Foreign Principal Embassy of Denmark - Washington D.C.	5. Address of Foreign Principal 3200 Whitehaven Street NW Washington, DC 20008
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6. Country/Region Represented
DENMARK

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

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (*specify*) _____

☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

Embassy

b) Name and title of official(s) with whom registrant engages

Bodil Riisom Pedersen, Counselor, Foreign and Security Policy

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.

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).

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
05/14/2025	David vitter	 /s/David vitter
		
		
		

EXECUTION

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Date

Printed Name

Signature

April 24, 2025 David Vittor



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
Mercury Public Affairs, LLC

2. Registration Number
6170

3. Name of Foreign Principal
Embassy of Denmark - Washington D.C.

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 04/29/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached contract. Registrant is providing strategic consulting, public affairs, marketing and communications.

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

See attached contract. Registrant is providing strategic consulting, lobbying, public affairs and government relations, including outreach to US officials.

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.

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
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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
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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
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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

05/14/2025

David Vitter

Sign

/s/David Vitter

Sign

Sign

Sign

EXECUTION

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Date

Printed Name

Signature

April 24, 2025 David Vittor





UDENRIGSMINISTERIET
*Ministry of Foreign Affairs
of Denmark*

Appendix 2 – Supplier's tender

Tenderer (Supplier if Contract is concluded)

The tender is submitted by the following:

Name	Highstake 35 LLC dba Mercury Public Affairs
Street and number	200 Varick Street, Suite 600
Postcode	10014
City	New York
Country	USA
VAT number (or national identification number)	20-0298515
Internet address	Mercuryllc.com
Contact person	James Anderson
E-mail	JAnderson@mercuryllc.com

Price

The sum of all fees quoted in this Appendix 2 (hereinafter "Price") forms the total maximum budget for payment under the Contract. The Suppliers description of the Deliverables shall comply with the requirements stated in Appendix 1.

Description	Unit	Number of units	Suppliers description	Price per unit (USD)	Amount (USD)
Public Opinion Research	One-time	1	[REDACTED]	[REDACTED]	[REDACTED]
Message development	One-time	1			
Reputation Management + social media monitoring	Monthly	4			
Branding + Positive Storytelling	One-time	1			
Audience Targeting + Digital Engagement	Monthly	4			
Media Relations	Monthly	2			

Appendix 2 Supplier's tender

Page 3 of 5

Confidential - Not for Public Consumption or Distribution

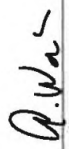
Consulting Retainer	Monthly	4	
TOTAL			\$263,000

Declaration regarding tender

I, the undersigned, hereby declare that:

- I am empowered to represent the tenderer with mandate to establish legal obligations with the Embassy.
- I have familiarised myself with the information available to date concerning this procedure.
- The Price stated above includes all fees related to the execution of the Deliverables and shall form the total maximum budget for payment under the Contract.
- The tender comply with all requirements stated in Appendix 1.
- The submitted tender is fully compliant with all requirements and all statements, descriptions, etc. provided by the tenderer in this Appendix 2 are accurate and correct.
- The statements in this Appendix 2, including attached descriptions (if any), take precedence over other statements and/or indications in the tender, if any.
- The submitted tender will be deemed to be the property of the Embassy.

Name	Ashley Walker
Position	Partner
Company	Mercury Public Affairs
Date	April 24, 2025



Ashley Walker (May 2, 2025 12:48 EDT)



UDENRIGSMINISTERIET
Ministry of Foreign Affairs
of Denmark

CONTRACT SERVICES

1. Contracting parties

The Contract has been concluded between the following parties:

Embassy of Denmark – Washington D.C.
3200 Whitehaven St. NW, Washington, DC 2008, USA
Ambassador Jesper Møller Sørensen
jessor@um.dk

(hereinafter referred to as "Embassy")

and

Mercury Public Affairs, LLC
200 Varick Street, Suite 600
New York, NY 10014
James Anderson
janderson@mercuryllc.com

(hereinafter referred to as "Supplier")

2. The Contract, interpretation and amendments

The Contract consists of this document (Contract), and the following appendices:

- Appendix 1 - Terms of Reference
- Appendix 2 - The Supplier's tender

If there are any discrepancies between the Contract and appendices, the provisions contained in the Contract shall take precedence over the provisions contained in the appendices. If there are any discrepancies between the appendices, the lower numbered appendix shall take precedence over the higher numbered appendix.

However, any adjustments, additions or amendments that the parties agree to after the conclusion of the Contract will take precedence over the other documents.

Regardless of what the Supplier's own terms and conditions or standard terms and conditions stipulate, such terms and conditions shall not be used in relation to the Services specified in the Contract. This interpretation shall apply regardless of whether the Supplier's terms and conditions or standard terms and conditions are printed on an order confirmation or other document.

The Embassy may, to the extent that this does not conflict with applicable procurement rules, request amendments to the scope of the Contract.

An amendment to the Contract shall only take effect from the time where both parties have agreed in writing to an addendum to the Contract. The Supplier shall not be entitled to additional payment unless the parties agree to such payment in a written addendum to the Contract.

This Contract is being entered into in connection with the Embassy's procurement of communications services.

Supplier is in the business of providing communications services and employs professionals who possess the training and knowledge necessary to provide the services.

Embassy desires to engage the services of Supplier and Supplier desires to be engaged to provide such services in accordance with and subject to the terms of this Contract. Such engagement shall be on a non-exclusive basis and the Embassy shall have the right to engage other persons to provide services similar to those provided by Supplier.

3. Term

This Contract shall be effective as of April 29, 2025 (the "Effective Date") and shall expire on August 28, 2025 unless earlier terminated in accordance with the terms of this Contract (the "Term").

4. Supplier Representations and Warranties

The Supplier represents and warrants that:

- it shall provide all the services outlined in Appendix 1 and Appendix 2 (collectively, the "Services");
- the Services shall be performed in a good and workmanlike manner by qualified and trained personnel employed by Supplier;
- it shall maintain the necessary capacity and knowledge, including qualified and trained employees for the performance of the Services for the duration of the Contract, including taking all reasonable actions to avoid replacing employees or making significant changes in the division of roles between employees during the performance of the Services, provided that the foregoing shall not prohibit Supplier's ability to replace employees so long as there are still qualified and trained employees available for the performance of the Services;

- It shall comply with the requirements set forth in Clause 5. CSR Requirements;
- It shall comply with all applicable directives, laws, statutory instruments and other regulatory requirements ("Laws") in the performance of the Services and shall obtain and maintain any permits or licenses required by Laws to provide the Services;
- Supplier has full power and authority to enter into this Contract and perform its obligations hereunder;
- Supplier shall provide Embassy with copies of all permits, safety procedures, and insurance requirements applicable to the Services.

The Supplier shall replace an employee performing the Services at the reasonable request of Embassy.

5. CSR Requirements

The Embassy request the Contract be executed, observing the principles of the UN Global Compact.

6. Terms of delivery; Time of delivery

The timing for the delivery of Services shall be as agreed upon by the parties for each service specified in Appendix 1 and in accordance with the approach and methodology described in Appendix 2, provided that in all events, Supplier shall use its best efforts to deliver the Services in accordance with Embassy's schedule.

7. Safety of Personnel

Supplier shall take all necessary precautions, at all times, for the safety of its and Embassy's personnel at the Facility.

8. Fees, Invoicing and payment

Supplier shall be compensated for services as provided in Appendix 2 and no other charges, fees, or expenses shall be charged to Embassy during the Term and there shall be no adjustment for taxes, levies or other charges incurred by Supplier. The hourly fees and overhead costs shall remain fixed for the Term.

Embassy shall pay for the Services in U.S. Dollars.

9. Invoicing and payment

Supplier shall invoice Embassy upon completion of an applicable service and acceptance of the same by Embassy. No advance payments shall be made. All invoices must be dated as of the date the invoice is sent and shall include a reasonable description of the Services, the address or account number to which payment is to be delivered, the invoice number, reference this Contract number and a case number, if any. The invoice shall include the name and email address of Embassy representative.

Supplier shall send all invoices to Embassy to the contact person and location provided in Appendix 1.

All undisputed amounts shall be paid within 30 (thirty) days of receipt of the invoice. If Embassy disputes any amounts on an invoice, Embassy shall notify Supplier of the same in writing setting forth its reason for the dispute. The parties shall work in good faith and use commercially reasonable efforts to resolve any disputes.

10. Quality

The Services shall comply with all Laws as well as industry norms at the time of delivery of the Services. If the Laws change during the Term, Supplier shall so notify Embassy and advise Embassy of any costs associated with providing services to address such change in Laws.

The Services shall comply with the requirements Appendix 1 and Appendix 2 as well as the specifications indicated in the Supplier's tender for the entire duration of the Contract and shall be free from liens and encumbrances of any kind.

11. Non-Conformance

If any Services do not conform in all material respects to the requirements set forth in this Contract, or as otherwise agreed to by the parties in writing, Embassy shall notify Supplier of such non-conformance promptly after completion of such Services by Supplier (the "Notification").

Upon receipt of the Notification, Supplier shall, at its sole cost and expense, take all action necessary to immediately remedy such non-conformance.

If the Supplier is unable to remediate such non-conformance or if such non-conformance cannot be remedied within the time framed provided by Embassy, Embassy may, at its option (i) contract with a third party to remediate the non-conformance and Supplier shall be responsible for all costs and expenses associated with such remediation; or (ii) request a refund of all amounts paid by Embassy to Supplier for such non-conforming Services and terminate this Contract. The foregoing shall not limit the right of Embassy to pursue all rights and remedies available to it in law or equity under equity or Laws.

12. Drug and Background Checks

Supplier shall ensure that all employees assigned to provide Services have completed and passed all drug tests and background checks as required by its workplace rules and procedures. For security purposes, employees who have a criminal record shall not be assigned to perform Services unless approved by the Embassy.

13. Confidentiality

For purposes of this Contract, "Confidential Information" means all non-public, confidential, or proprietary information. Supplier agrees to keep all Confidential Information in strict confidence, using no less than a reasonable degree of care and will not disclose or use any Confidential Information without Embassy's prior written consent. This includes sharing Confidential Information with Supplier's employees solely on a need-to-know basis. This provision does not preclude Supplier from disclosing Confidential Information if required by law, provided that Supplier first notifies Embassy in writing and takes all reasonable steps to assert the confidential nature of the information to attempt to preclude such disclosure.

14. Limitation of liability

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE

TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS) SUSTAINED OR INCURRED IN CONNECTION WITH THIS CONTRACT, INCLUDING ANY BREACH OR TERMINATION OF THIS CONTRACT, OR IN CONNECTION WITH THE SERVICES THAT ARE SUBJECT TO THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION AND WHETHER SUCH DAMAGES ARE FORESEEABLE OR KNOWN IN ADVANCE TO BE POSSIBLE.

15. Indemnification

Supplier, at its own expense, shall defend Embassy from and against all claims, liabilities, damages, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, but not limited to, reasonable attorneys' fees) and costs of every kind and character incurred by Embassy resulting from or relating to this Contract, including but not limited to, any personal injury or death of any of Supplier's employees and property damage at the Facility in connection with Supplier's or its employees' acts or omissions or related to any employment-related state, federal or local laws and regulations with respect to labour relations, discrimination, wages, benefits or other compensation, retaliation or unlawful discharge.

The above limitation of liability does not apply if a claim is a result of Embassy's wilful conduct or gross negligence.

16. Insurance

The Supplier shall, for the entire duration of the Contract, carry and maintain the minimum insurance coverages required by law or this Contract, including but not limited to:

- Workers Compensation Coverage and related insurance as prescribed by the law of the District of Columbia (or any state where Supplier's employees are employed);
- Employers' Liability Insurance with limits no less than (i) \$500,000 bodily injury by accident, (ii) \$500,000 bodily injury by disease each person, and (iii) \$500,000 bodily injury by disease policy limit; and
- Commercial General Liability Insurance including but not limited to, contractual liability, personal injury, premises liability, and on-going and completed operations liability with limits of not less than \$1,000,000 per occurrence for bodily injury, including death and property damage

Supplier's insurance shall be primary and be obtained from reputable insurers. Supplier shall add Embassy as an additional insured on all coverage other than Worker's Compensation Coverage. All coverages must provide a waiver of subrogation in favor of the additional insured. Embassy may at any time request proof of the maintenance of insurance policies and Supplier shall provide the same within 72 hours.

17. Transfer of rights and subcontractors

The Supplier may not transfer its rights or obligations under the Contract partly or in full to third parties without the written consent of Embassy.

Regardless of the Supplier's use of subcontractors, the Supplier is liable to Embassy for all obligations under the Contract unless otherwise stated.

The Supplier shall ensure that subcontractors are subject to the same obligations that the Supplier has undertaken in relation to Embassy.

The Supplier shall provide the name, contact information, and legal representative of any subcontractors. The Supplier shall provide the information prior to the entry into force of the Contract if the Supplier knows the subcontractors at that time and shall provide the information prior to any subcontractor providing any Services. The Supplier shall obtain written approval from the Embassy before providing any subcontractor any Confidential Information.

18. Termination

Embassy may terminate this Contract, in whole or in part at any time, at its sole discretion, by providing seven (7) days' advance written notice of termination to Contractor. The notice of termination will specify the effective date of any termination, and the Services or any part of the Services to be terminated, or alternatively, that this Contract is terminated in its entirety.

This Contract may be terminated by either party (a) upon a material breach by the other party, provided that, except as set forth in the next paragraph, in each instance of a claimed breach: (i) the non-breaching party notifies the breaching party in writing of such breach; and (ii) the breaching party fails to cure such breach within thirty (30) days (or such other period as mutually agreed by the parties) from receipt of such notice.

The following conditions are always considered material breaches that entitle Embassy to terminate the Contract with immediate effect through a written notification to the Supplier:

- The Supplier initiating restructuring negotiations, or a substantial worsening of the Supplier's financial situation in general which may jeopardise the proper performance of the Contract;
- The bankruptcy of the Supplier;
- The Supplier ceasing the type of activities to which this Contract relates or other circumstances occurring that jeopardise the proper performance of the Contract;

Upon a termination of this Contract, in whole or in part, Supplier shall cease providing Services as provided in Embassy's termination notice. Termination or expiration of this Contract does not relieve either party of its obligations which by their nature survive the termination of expiration of this Contract. Embassy shall pay the Supplier for Services completed through the date of termination as provided in Supplier's notice.

The Supplier shall not be entitled to any other form of compensation or reimbursement, including reimbursement for operating losses, loss of profits, other remuneration, or the like.

19. Independent Contractor Relationship

It is understood and acknowledged that the Services shall be provided by Supplier in the capacity of an independent contractor and not as an employee or agent of Embassy. Supplier shall have the sole right to control and directly supervise the method, manner, and details of the Service. Supplier shall not be eligible for and shall not receive any employee benefits from Embassy and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Supplier hereunder.

20. Governing law and jurisdiction

This Contract is governed by and shall be construed in accordance with laws of the District of Columbia without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction. The parties mutually consent to the jurisdiction of the federal and District of Columbia Courts.

21. Records and Audit Rights

Supplier will keep accurate and complete books of accounts, records, documents and other evidence related to the charges for and performance of all Services ("Records"), and of all changes or modifications to the charges therefor.

All Records required for an audit and inspection will be made available at the offices of Supplier, at all reasonable times during business hours, for inspection, audit or reproduction for one year after the end of the Term. Embassy may inspect the Records upon ten (10) days prior written request. Embassy will bear its own expenses incurred in conducting any such inspection or audit; provided that should any audit or investigation produce evidence that Supplier has materially overstated charges or units of measure upon which charges are based, Supplier will be liable to Embassy for the cost of audit and investigation (in addition to any other remedies Embassy may have hereunder or under applicable law). Supplier's records shall be subject to audit no more than once every twelve (12) months.

22. Notices

Each party shall deliver all notices in writing and addressed to the other party to the addresses set forth in the appendices attached hereto (or to any other address that a party may designate from time to time in accordance with this section). Each party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid, deemed accepted upon confirmation of deliver), email (deemed accepted with confirmation of transmission), or certified or registered mail (in each case, deemed accepted upon delivery of return receipt requested, postage prepaid).

23. Non-Waiver of Rights

A waiver by either party of any breach of this Contract, or the failure of either party to enforce any of the provisions of this Contract, will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other provisions.

24. Publicity

No information relating to this Contract will be released for publication, advertising, or any other purpose without the prior written approval of both parties, except as

required by law. Contractor is expressly prohibited from using Company's name or other trademarks or service marks in any advertisement or publication.

25. Severability

If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Contract will remain in effect.

26. Binding On Successors and Assigns

This Contract will inure to the benefit of and be binding upon the undersigned parties and entities, and their respective legal representatives, successors, and assigns.

27. Waiver of Jury Trial

EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN RESPECT OF ANY ISSUE OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART IN CONNECTION WITH THIS CONTRACT OR THE SUBJECT MATTER HEREOF.

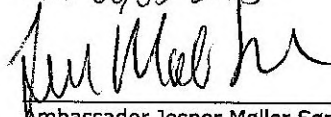
28. Counterparts

This Contract may be executed in one or more counterparts, each of which will be deemed to be an original of this Contract and all of which, when taken together, will be deemed to constitute one and the same agreement. Execution by electronic transmission of a signature page hereto shall be effective in all respects.

This Contract has been executed by a duly authorized officer or representative of each of the parties, as of the Effective Date

For Embassy of Denmark – Washington D.C.

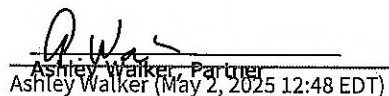
Date: 06/05-2025



Ambassador Jesper Møller Sørensen

For the Supplier **Ashley Walker**

Date:



Ashley Walker, Partner
Ashley Walker (May 2, 2025 12:48 EDT)