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bcw

Hikvision USA Inc. / BCW LLC
Engagement Letter

May 10, 2021

Hao (Vivian) Zhou
Brand Management Department
Hikvision USA Inc.
18639 Railroad Street
City of Industry, CA 91748

Dear Ms. Zhou:

This letter of engagement ("**Engagement Letter**") outlines the role, scope of work, and specific financial and billing terms of BCW LLC ("**BCW**") for the services specified below to be rendered to Hikvision USA Inc. ("**Client**") which will commence upon the signing of this engagement letter and continues for exactly 12 months after the contract start date. It is understood that this Engagement Letter complements and is governed by the Legal Contract Terms and Conditions, dated December 1, 2017 ("**Agreement**") and amended on January 9, 2019 that has been previously executed by both parties.

Scope of Work:

During the term of this engagement, BCW will provide Client with the following professional services:

Advise and execute on digital infrastructure, to include SEO, training and broader digital strategy.

Deliverables may include:

- Technical SEO Analysis, Improvement Strategy & Plan
- SEO Strategy & Tactical Operation
- Website Infrastructure Optimization
- Keyword Research, Planning & On-Page Optimization
- Reporting
- Training
- Program Strategy

Financial Terms:

- Professional fees for the scope of work outlined above are estimated to be $42,729 per month and will be billed to Client as stated in the Billing/Payment Terms below. The total estimated professional fee budget is based on services being rendered through the full term of this engagement. It is understood that the actual value of services per month may vary based on the specific services needed in each month.

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- Actual and documented expenses such as postage, messenger, long distance telephone charges, photography, travel and related expenses and 3rd party vendor invoices will be billed in addition to the fees noted above. Please note that production related 3rd party vendor costs will bear a commission of 17.65%.

Billing/Payment Terms:

- An invoice in the amount of $42,729 will be sent to Client immediately. Payment of this initial invoice is due immediately upon receipt. Thereafter, on or about the first of each month, invoice in the amount of $42,729 will be sent to Client. Except for the initial invoice, payment of all invoices are due promptly upon receipt.

- Estimated fees will be reconciled monthly against actual hours incurred at BCW's standard hourly rates and expenses. If the actual fees and expenses incurred in providing Client's services exceed the estimated fees paid by Client, BCW will issue Client an invoice for such additional fees. If any credits remain upon completion of services under this engagement and provided Client has remitted payment to BCW for all sums due, BCW shall issue Client a refund for such difference.

- Expenses will be invoiced monthly as incurred. Expenses shall be listed on a category basis (e.g. telephone, fax, photography, etc.). Supporting documentation will be provided at Client's written request.

All U.S. professional fees will be based on time input at BCW's hourly rates in effect at the time such services are rendered. Such hourly rates are attached hereto as Exhibit A and incorporated herein by reference.

Except as may otherwise be noted above, payment of all invoices is due within thirty (30) days of each invoice date, unless advance payments to third parties are required. In the case of advance payments to third parties, Client agrees to pay BCW immediately upon receipt of a BCW invoice for any such third-party invoice.

Payments may be wire transferred to the following account:



BCW reserves the right, at its sole discretion, not to commence or continue any services under this engagement if Client fails to remit any payment due hereunder within the time frame specified herein. It is clearly understood and agreed that should BCW exercise its right hereunder, BCW shall not be liable for any costs whatsoever (including without limitation, any cancellation fees or penalties), arising out of or resulting from BCW exercising such right.

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Any work beyond the Scope of Work outlined in this Engagement Letter will be negotiated separately and outlined in a separate engagement letter on a per project basis. No such additional work will begin without the prior written approval of both parties.

This engagement can be cancelled at any time by either party with thirty (30) days' written notice. Client will be responsible for payment of the monthly fee (or pro-rata portion thereof) and/or hourly fees, whichever is greater, plus expenses incurred to date (including the thirty (30) days following the notification).

Please indicate your confirmation and acceptance of the above by signing in the space provided below and returning one (1) original signed copy of this Engagement Letter.

Yours sincerely,

BCW LLC

By: _____

Name: Matt Ballard

Title: EVP

Date: 5/10/2021

BCW LLC

By: _____

Name: Sharon Balkam

Title: EVP, Finance Director

Date: 5/10/2021

Accepted and agreed upon by an authorized signatory of:

HIKVISION USA, INC.

By: _____

Name: _____

Title: _____

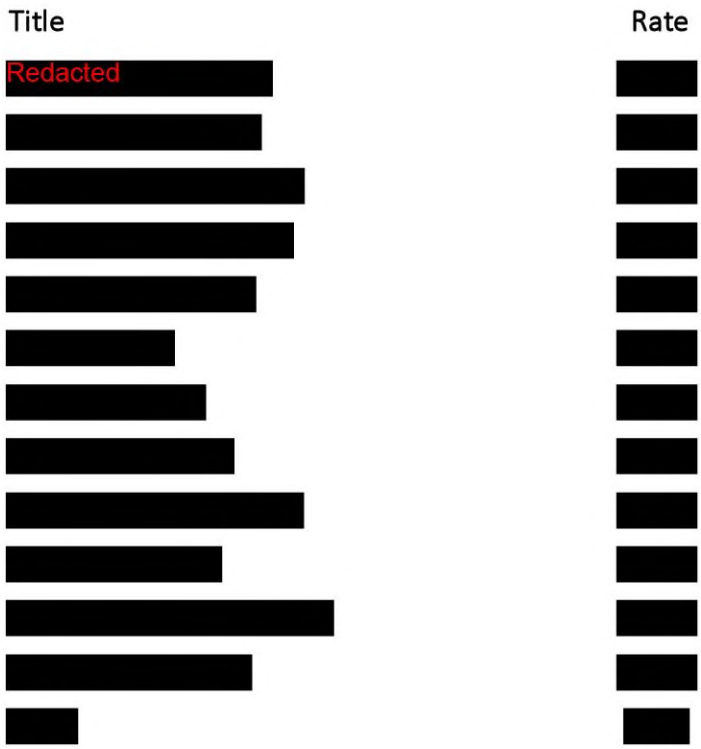
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EXHIBIT A

BCW LLC
2021 Hourly U.S.A. Billing Rate Chart



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