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OMB No. 1124-0006; Expires July 31, 2023

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 in print and 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
BCW LLC

2. Registration Number
6227

3. Primary Address of Registrant
1801 K Street NW
Suite 900
Washington DC 20006

4. Name of Foreign Principal
SES Holdings Pte. Ltd.

5. Address of Foreign Principal
1 Robinson Road
#18-00 AIA Tower
Singapore 048542

6. Country/Region Represented
Singapore

7. Indicate whether the 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 _____

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

a) Branch or agency represented by the registrant
N/A

b) Name and title of official with whom registrant engages
N/A

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

a) Name and title of official with whom registrant engages
N/A

b) Aim, mission or objective of foreign political party
N/A

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.
SES Holdings Pte. Ltd. ("SES"), formerly known as SolidEnergy Systems, is a holding company, headquartered in Singapore, which is a developer of lithium-metal rechargeable batteries, specifically for electric vehicle application.

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).

The Jiading District government in China paid for the first two (2) years of rent for the SES manufacturing facility established in Shanghai, and also paid for renovations to the facility. SES also received an incentive award from Jiading District under the Jiading Industrial Zone Development Program.

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.

SES Holding Co. is a commercial entity owned by private shareholders. As of February 4, 2022, following a merger with Ivanhoe, SES is now trading on the New York Stock Exchange."capital.

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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	
February 15, 2022	Norah J. Campbell-Royal	Sign	/s/ Norah J. Campbell-Royal	eSigned
		Sign		
		Sign		
		Sign		

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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 in print and 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	2. Registration Number
BCW LLC	6227

3. Name of Foreign Principal

SES Holdings Pte. Ltd.

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. What is the date of the contract or agreement with the foreign principal? July 1, 2021

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

BCW provided SES with strategic communications counsel and assistance regarding its technology and manufacturing capability to produce lithium batteries for the automotive industry's evolution to battery-powered electric vehicles.

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

BCW provided strategic communications counsel and assistance to SES for IPO and Financial Communications, Executive Visibility & Thought Leadership, Branding, Media Relations, Social & Digital Media, and Paid Social Monitoring. BCW's engagement with SES ended on December 31, 2021.

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 registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as 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 register[3] 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
9/20/2021	SES	Fees and Expenses	100,000.00
9/21/2021	SES	Fees and Expenses	92,945.50
10/7/2021	SES	Fees and Expenses	141,361.50
10/14/2021	SES	Fees and Expenses	339,937.50
11/1/2021	SES	Fees and Expenses	100,000.00
11/2/2021	SES	Fees and Expenses	39,984.50
11/10/2021	SES	Fees and Expenses	62,631.20
11/10/2021	SES	Fees and Expenses	176,520.75
11/23/2021	SES	Fees and Expenses	128,506.75
11/23/2021	SES	Fees and Expenses	32,367.00
12/22/2021	SES	Fees and Expenses	86,957.00
			1,301,211.70
			Total

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
Please see attachment 1-disbursements			

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.

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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
February 15, 2022	Norah J. Campbell-Royal	/s/ Norah J. Campbell-Royal eSigned

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13. During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes

Date	Recipient	Purpose	Amount
10/20/2021	Bei Jing Chao Yue Hui Yi Fu Wu You Xian Gong Si	Other Production Costs	31.33
10/14/2021	Bei Jing Chao Yue Hui Yi Fu Wu You Xian Gong Si	Other Production Costs	31.31
11/19/2021	Bei Jing Chao Yue Hui Yi Fu Wu You Xian Gong Si	Other Production Costs	203.54
11/16/2021	Bei Jing Wei Hou Shi Dai Ke Ji You Xian Gong Si	Video Conferencing	4,165.78
10/14/2021	Bei Jing Zhuo Lun Xin Xi Zi Xun You Xian Gong Si	Other Production Costs	1,010.05
12/6/2021	Bei Jing Zhuo Lun Xin Xi Zi Xun You Xian Gong Si	Press Clippings	1,632.37
10/6/2021	Business Wire	Wire Service	3,184.50
7/26/2021	Cao, Cynthia	Other Production Costs	1,234.32
9/23/2021	Cao, Cynthia	Travel - Taxi/Car service	23.18
9/25/2021	Cao, Cynthia	Travel - Taxi/Car service	21.51
9/25/2021	Cao, Cynthia	Travel - Taxi/Car service	16.86
11/4/2021	Chen, Lionel	Business Meals	35.54
11/4/2021	Chen, Lionel	Other Production Costs	3,828.66
9/1/2021	Chen, Lionel	Subsistence Meals	12.06
9/2/2021	Chen, Lionel	Subsistence Meals	9.28
9/3/2021	Chen, Lionel	Subsistence Meals	10.52
9/6/2021	Chen, Lionel	Subsistence Meals	15.49
9/7/2021	Chen, Lionel	Subsistence Meals	12.86
9/8/2021	Chen, Lionel	Subsistence Meals	7.75
9/9/2021	Chen, Lionel	Subsistence Meals	7.74
9/10/2021	Chen, Lionel	Subsistence Meals	23.21
9/13/2021	Chen, Lionel	Subsistence Meals	19.55
9/8/2021	Chen, Lionel	Subsistence Meals	7.75
9/13/2021	Chen, Lionel	Subsistence Meals	7.76
9/24/2021	Chen, Lionel	Subsistence Meals	7.73
10/17/2021	Chen, Lionel	Subsistence Meals	11.50
10/20/2021	Chen, Lionel	Subsistence Meals	7.33
10/21/2021	Chen, Lionel	Subsistence Meals	7.28
10/22/2021	Chen, Lionel	Subsistence Meals	11.73
10/29/2021	Chen, Lionel	Subsistence Meals	7.81
11/3/2021	Chen, Lionel	Subsistence Meals	7.81
11/10/2021	Chen, Lionel	Subsistence Meals	7.82
11/17/2021	Chen, Lionel	Subsistence Meals	7.84
11/18/2021	Chen, Lionel	Subsistence Meals	7.67
11/19/2021	Chen, Lionel	Subsistence Meals	7.84
9/24/2021	Chen, Lionel	Travel - Taxi/Car service	2.27
9/26/2021	Chen, Lionel	Travel - Taxi/Car service	2.08
9/29/2021	Chen, Lionel	Travel - Taxi/Car service	2.69
9/30/2021	Chen, Lionel	Travel - Taxi/Car service	2.20
10/11/2021	Chen, Lionel	Travel - Taxi/Car service	2.50
10/12/2021	Chen, Lionel	Travel - Taxi/Car service	2.58
10/15/2021	Chen, Lionel	Travel - Taxi/Car service	2.16
10/17/2021	Chen, Lionel	Travel - Taxi/Car service	2.34
10/20/2021	Chen, Lionel	Travel - Taxi/Car service	1.82
10/21/2021	Chen, Lionel	Travel - Taxi/Car service	2.40
10/22/2021	Chen, Lionel	Travel - Taxi/Car service	1.89
10/26/2021	Chen, Lionel	Travel - Taxi/Car service	4.96
10/27/2021	Chen, Lionel	Travel - Taxi/Car service	1.83
10/29/2021	Chen, Lionel	Travel - Taxi/Car service	2.69
10/31/2021	Chen, Lionel	Travel - Taxi/Car service	2.23
11/1/2021	Chen, Lionel	Travel - Taxi/Car service	2.78
11/3/2021	Chen, Lionel	Travel - Taxi/Car service	2.40
11/4/2021	Chen, Lionel	Travel - Taxi/Car service	1.98
11/8/2021	Chen, Lionel	Travel - Taxi/Car service	2.40
11/10/2021	Chen, Lionel	Travel - Taxi/Car service	2.50
11/16/2021	Chen, Lionel	Travel - Taxi/Car service	8.05
11/16/2021	Chen, Lionel	Travel - Taxi/Car service	5.13
11/16/2021	Chen, Lionel	Travel - Taxi/Car service	1.83
11/17/2021	Chen, Lionel	Travel - Taxi/Car service	2.38
11/18/2021	Chen, Lionel	Travel - Taxi/Car service	2.18
11/2/2021	Lopez, Nikki	Transcription service	12.99

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Date	Recipient	Purpose	Amount
11/2/2021	Lopez, Nikki	Transcription service	10.00
9/22/2021	Ma,Frances	Other Production Costs	123.72
10/11/2021	Ma,Frances	Subsistence Meals	31.04
10/25/2021	Ma,Frances	Subsistence Meals	60.77
10/26/2021	Ma,Frances	Subsistence Meals	38.54
11/17/2021	Ma,Frances	Subsistence Meals	33.42
8/12/2021	Ma,Frances	Travel - Meals	63.09
8/11/2021	Ma,Frances	Travel - Taxi/Car service	8.95
9/16/2021	Ma,Frances	Travel - Taxi/Car service	8.25
9/17/2021	Ma,Frances	Travel - Taxi/Car service	8.56
9/22/2021	Ma,Frances	Travel - Taxi/Car service	8.90
10/8/2021	Ma,Frances	Travel - Taxi/Car service	7.91
10/11/2021	Ma,Frances	Travel - Taxi/Car service	9.00
10/12/2021	Ma,Frances	Travel - Taxi/Car service	8.70
10/13/2021	Ma,Frances	Travel - Taxi/Car service	11.47
10/13/2021	Ma,Frances	Travel - Taxi/Car service	9.92
10/23/2021	Ma,Frances	Travel - Taxi/Car service	7.81
10/25/2021	Ma,Frances	Travel - Taxi/Car service	11.12
10/26/2021	Ma,Frances	Travel - Taxi/Car service	8.46
11/5/2021	Ma,Frances	Travel - Taxi/Car service	8.60
11/11/2021	Ma,Frances	Travel - Taxi/Car service	11.89
11/29/2021	Mei Jia Shang Wu Zi Xun (Shang Hai) You Xian Gong Si	Other Production Costs	1,992.76
11/3/2021	Mei Su Tong Shang Wu Zi Xun Shang Hai You Xian Gong Si	Media Purchasing	751.55
11/18/2021	Mei Su Tong Shang Wu Zi Xun Shang Hai You Xian Gong Si	Media Purchasing	1,049.04
11/3/2021	Rawal, Olivia	Other Production Costs	10.18
9/27/2021	RED SUMMIT PRODUCTIONS LLC	Film Production (Recording, Dubbing & Editing)	57,600.00
11/1/2021	RED SUMMIT PRODUCTIONS LLC	Film Production (Recording, Dubbing & Editing)	65,600.00
11/17/2021	RED SUMMIT PRODUCTIONS LLC	Film Production (Recording, Dubbing & Editing)	(294.00)
11/17/2021	RED SUMMIT PRODUCTIONS LLC	Film Production (Recording, Dubbing & Editing)	2,744.00
8/26/2021	Shang Hai Jie Chen Wen Hua Chuan Mei You Xian Gong Si	Translation service	2,483.62
11/25/2021	Shang Hai Jie Chen Wen Hua Chuan Mei You Xian Gong Si	Translation service	263.04
11/12/2021	Shang Hai Lin Ke Qi Ye Fu Wu Zhong Xin	Video/DVD Duplicating/Tapes	438.40
9/28/2021	Shang Hai Nuo Na Shang Wu Zi Xun You Xian Gong Si	Translation service	255.95
10/19/2021	Shang Hai Yu Qun Jian Ye Shang Wu Zi Xun You Xian Gong Si	Other Production Costs	31,459.73
11/19/2021	Shang Hai Yu Qun Jian Ye Shang Wu Zi Xun You Xian Gong Si	Video/DVD Production (Recording, Dubbing & Editing)	3,983.22
11/26/2021	Si Chuan Gao Deng Qi Fu Ke Ji You Xian Gong Si	Design	167.69
11/26/2021	Si Chuan Gao Deng Qi Fu Ke Ji You Xian Gong Si	Design	3,018.41
11/26/2021	Si Chuan Gao Deng Qi Fu Ke Ji You Xian Gong Si	Translation service	134.15
10/13/2021	Spicy Banana Creations Limited	Audio Production (Recording, Dubbing & Editing)	2,249.70
11/11/2021	Spicy Banana Creations Limited	Audio Production (Recording, Dubbing & Editing)	2,246.67
10/13/2021	Spicy Banana Creations Limited	Design	25,710.91
11/11/2021	Spicy Banana Creations Limited	Design	25,676.25
8/10/2021	SYNERGY HILL & KNOWLTON CO., LTD	Consulting Fees	96,629.00
9/16/2021	SYNERGY HILL & KNOWLTON CO., LTD	Consulting Fees	73,640.00
9/30/2021	SYNERGY HILL & KNOWLTON CO., LTD	Consulting Fees	78,235.00
11/10/2021	SYNERGY HILL & KNOWLTON CO., LTD	Consulting Fees	237,219.00
11/10/2021	SYNERGY HILL & KNOWLTON CO., LTD	Consulting Fees	38,639.00
12/10/2021	SYNERGY HILL & KNOWLTON CO., LTD	Consulting Fees	166,887.00
1/10/2022	SYNERGY HILL & KNOWLTON CO., LTD	Consulting Fees	30,755.00
9/30/2021	SYNERGY HILL & KNOWLTON CO., LTD	Consulting Fees	62,734.50
10/31/2021	Verve Display LTD	Artwork	396.57
10/31/2021	Verve Display LTD	Artwork	252.99
10/1/2021	Wu, Jane	Catering	61.22
11/4/2021	Wu, Jane	Catering	19.69
7/15/2021	Wu, Jane	Subsistence Meals	6.95
7/27/2021	Wu, Jane	Subsistence Meals	7.71
7/30/2021	Wu, Jane	Subsistence Meals	7.72
8/11/2021	Wu, Jane	Subsistence Meals	7.71
9/7/2021	Wu, Jane	Subsistence Meals	12.66
9/14/2021	Wu, Jane	Subsistence Meals	7.13
9/15/2021	Wu, Jane	Subsistence Meals	6.98
9/16/2021	Wu, Jane	Subsistence Meals	7.76
9/17/2021	Wu, Jane	Subsistence Meals	7.77
9/29/2021	Wu, Jane	Subsistence Meals	7.44
10/12/2021	Wu, Jane	Subsistence Meals	9.32
10/13/2021	Wu, Jane	Subsistence Meals	30.99
10/21/2021	Wu, Jane	Subsistence Meals	21.91

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Date	Recipient	Purpose	Amount
10/22/2021	Wu, Jane	Subsistence Meals	7.82
11/3/2021	Wu, Jane	Subsistence Meals	7.81
11/8/2021	Wu, Jane	Subsistence Meals	7.81
11/9/2021	Wu, Jane	Subsistence Meals	5.47
7/12/2021	Wu, Jane	Travel - Taxi/Car service	6.02
7/13/2021	Wu, Jane	Travel - Taxi/Car service	6.02
7/14/2021	Wu, Jane	Travel - Taxi/Car service	6.19
7/19/2021	Wu, Jane	Travel - Taxi/Car service	6.02
7/22/2021	Wu, Jane	Travel - Taxi/Car service	8.03
7/27/2021	Wu, Jane	Travel - Taxi/Car service	6.17
7/29/2021	Wu, Jane	Travel - Taxi/Car service	5.99
8/2/2021	Wu, Jane	Travel - Taxi/Car service	6.35
8/3/2021	Wu, Jane	Travel - Taxi/Car service	6.19
8/4/2021	Wu, Jane	Travel - Taxi/Car service	7.58
8/6/2021	Wu, Jane	Travel - Taxi/Car service	6.34
8/9/2021	Wu, Jane	Travel - Taxi/Car service	6.17
8/10/2021	Wu, Jane	Travel - Taxi/Car service	6.95
8/18/2021	Wu, Jane	Travel - Taxi/Car service	6.79
8/19/2021	Wu, Jane	Travel - Taxi/Car service	4.47
8/20/2021	Wu, Jane	Travel - Taxi/Car service	6.03
8/24/2021	Wu, Jane	Travel - Taxi/Car service	6.32
8/25/2021	Wu, Jane	Travel - Taxi/Car service	6.18
8/26/2021	Wu, Jane	Travel - Taxi/Car service	6.48
8/30/2021	Wu, Jane	Travel - Taxi/Car service	6.03
8/31/2021	Wu, Jane	Travel - Taxi/Car service	15.31
9/2/2021	Wu, Jane	Travel - Taxi/Car service	6.03
9/6/2021	Wu, Jane	Travel - Taxi/Car service	6.51
9/7/2021	Wu, Jane	Travel - Taxi/Car service	6.20
9/8/2021	Wu, Jane	Travel - Taxi/Car service	6.04
9/10/2021	Wu, Jane	Travel - Taxi/Car service	7.89
9/16/2021	Wu, Jane	Travel - Taxi/Car service	16.76
9/17/2021	Wu, Jane	Travel - Taxi/Car service	7.93
9/22/2021	Wu, Jane	Travel - Taxi/Car service	6.80
9/23/2021	Wu, Jane	Travel - Taxi/Car service	6.34
9/24/2021	Wu, Jane	Travel - Taxi/Car service	6.96
9/25/2021	Wu, Jane	Travel - Taxi/Car service	22.44
9/25/2021	Wu, Jane	Travel - Taxi/Car service	18.57
9/27/2021	Wu, Jane	Travel - Taxi/Car service	7.58
9/29/2021	Wu, Jane	Travel - Taxi/Car service	7.44
9/30/2021	Wu, Jane	Travel - Taxi/Car service	6.65
10/8/2021	Wu, Jane	Travel - Taxi/Car service	6.05
10/11/2021	Wu, Jane	Travel - Taxi/Car service	6.05
10/12/2021	Wu, Jane	Travel - Taxi/Car service	8.23
10/13/2021	Wu, Jane	Travel - Taxi/Car service	6.51
10/15/2021	Wu, Jane	Travel - Taxi/Car service	8.23
10/28/2021	Wu, Jane	Travel - Taxi/Car service	6.42
10/29/2021	Wu, Jane	Travel - Taxi/Car service	8.75
11/1/2021	Wu, Jane	Travel - Taxi/Car service	7.96
11/2/2021	Wu, Jane	Travel - Taxi/Car service	7.66
11/3/2021	Wu, Jane	Travel - Taxi/Car service	9.06
		Total Disbursements	**1,029,754.55**

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burson cohn & wolfe

bcw

Legal Contract Terms & Conditions

July 1, 2021 ("**Effective Date**")

Aseem Juneja
SES Holdings Pte. Ltd.
1 Robinson Road
#18-00 AIA Tower
Singapore 048542

Dear Aseem:

We are pleased to submit this letter of agreement (hereinafter "**Agreement**") outlining the terms and conditions under which BCW LLC (hereinafter "**BCW**") will provide evidence-based communications and public relations counsel to SES Holdings Pte. Ltd. (hereinafter "**Client**").

1. Business Terms & Conditions

1.1 BCW through its domestic and international offices, affiliates and subsidiaries will render such professional services as Client and its domestic and international offices, affiliates, subsidiaries, sibling entities, and franchises shall from time to time request. Such services shall include, but not be limited to issues counseling, crisis management, corporate positioning, developing consumer marketing solutions, merger and acquisitions communications, healthcare initiatives, government lobbying, and formulating public relations plans. Each time such services are to be rendered, they will be mutually agreed to in advance and set forth in a separate document called an "**Engagement Letter**", which will detail the scope of the work to be completed, all estimated fees and expenses and billing and payment terms. Each Engagement Letter entered into by BCW and Client in connection herewith shall become a part of and shall be read in conjunction with this Agreement, and shall be governed by all terms and conditions contained herein. In the event of inconsistencies, the terms and conditions of this Agreement shall take precedence.

1.2 The Client's approval in writing is required for all programs of activity and all production budgets with a dollar value greater than $5,000.00 or statements prepared on behalf of the Client by BCW.

1.3 The Client agrees to designate specific members of its organization as agents responsible for approving materials, programs and projects produced or developed by BCW.

2. Payment of Fees and Expenses; Taxes

2.1 The Client will pay BCW for fees, expenses and pass-through costs in accordance with the budget and payment schedule contained in each Engagement Letter.

2.2 The Client shall be responsible for the payment of all applicable taxes, including sales and use taxes, VAT or GST, related to the performance of the services. BCW shall separately state on all invoices the applicable taxes imposed by federal, state and local governments, so that Client may properly

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pay said taxes to BCW, provided appropriate documentation of such payments is issued to Client. BCW acknowledges its obligation to properly remit all such taxes collected from Client to the appropriate tax entity. In no event shall Client be responsible for taxes based on BCW's net income.

3. Ownership and Copyrights

3.1 Except for materials where any intellectual property rights are vested in a third party, such as photographic negatives, unused design visuals, color separations, printing plates, artwork, etc., in which case such rights shall remain the property of such third party, all finished materials prepared for and on behalf of Client, and paid for by Client, except for such items that Client designates in writing that it does not desire to retain the rights to, shall be, as between BCW and Client, Client's property exclusively and will be given to Client upon BCW's receipt of full payment and/or upon termination or expiration of this Agreement. All such materials so designated shall be, as between BCW and Client, BCW's property exclusively.

3.2 BCW undertakes to use all reasonable care in the handling and storing of the Client's materials but shall not be liable for loss, damage or destruction of such materials howsoever caused or for any other losses (consequential or otherwise) of any nature arising therefrom.

3.3 In purchasing materials or services on Client's behalf, BCW will act as agent for Client and may state this relationship in contracts provided that BCW has obtained Client's prior written permission.

4. Confidentiality

4.1 Each party acknowledges that it will receive information relating to the other party which that disclosing party (the "**Disclosing Party**") regards as confidential. Such information includes information relating to the Disclosing Party's clients, customers, businesses, business plans or affairs, strategies, employee information and pricing ("**Confidential Information**"). Confidential Information shall include any document marked "Confidential", or any information which the receiving party ("**Receiving Party**") has been informed is confidential or which it ought reasonably to expect the Disclosing Party would regard as confidential, or which the Disclosing Party identifies as confidential or proprietary in writing within 30 days of disclosure to the Receiving Party. Therefore, the Receiving Party, on behalf of itself and its employees, hereby covenants and agrees that it:

a) will exercise reasonable care and caution to keep confidential the Disclosing Party's Confidential Information;

b) will only use the Confidential Information for the purpose of rendering the services set out in this Agreement or any Engagement Letter;

c) will not disclose any of the Disclosing Party's Confidential Information to any person outside of the employment of the Receiving Party (and in relation to its employees, only to such persons that have a need to know), unless to do so is required in connection with the performance of its obligations under the Agreement, and provided that such third parties in all cases are subject to written confidentiality obligations not less strict than those contained herein, and further provided that in such event the Receiving Party hereby agrees (i) to advise said third parties of the confidential nature of said material, and (ii) that it is responsible for the actions of any person it has disclosed Confidential Information to; and

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d) will return to the Disclosing Party all such Disclosing Party's Confidential Information which is in a tangible form then in its possession or control at the termination of the Agreement, except that BCW shall be entitled to keep evidence of its work product.

4.2 It is further agreed that Confidential Information shall not include the following:

a) information that is in the public domain at the time of disclosure to the Receiving Party or which enters the public domain through no fault or breach of these confidentiality obligations of the Receiving Party or its employees;

b) information that is legally in the possession of the Receiving Party or its employees at the time of disclosure to the Receiving Party; and

c) information that the Receiving Party, or its employees, lawfully receive from a third party who is lawfully in possession of such information, and who is not in violation of any confidentiality obligation in favor of the Disclosing Party.

4.3 Neither party shall be in breach of this Section 4 if it discloses the other party's Confidential Information in circumstances where such disclosure is required by law, regulation or order of a competent authority, provided that the other party is given reasonable advance notice of the intended disclosure and a reasonable opportunity to protect its interest in the Confidential Information order or otherwise challenge the disclosure thereof, and the Receiving Party undertakes to provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection.

5. Indemnities

5.1 Client is responsible for the accuracy, completeness and propriety of the information that it provides to BCW concerning Client's products, services, organization and industry. Client is responsible for reviewing all publicity or other materials prepared by BCW under this Agreement and any Engagement Letter entered into in connection herewith to confirm that all representations, direct or implied, and submitted to Client by BCW for approval, to Client's knowledge are supportable by objective data then possessed by Client, and to confirm, to the Client's knowledge, the accuracy and legality of the descriptions and depictions of the products and services of Client and its competitors. The Client will be responsible for ensuring that all required consents are obtained for the use of all intellectual property contained in any materials or data supplied by the Client to BCW in relation to BCW's services hereunder or under any Engagement Letter.

5.2 Client will indemnify, hold harmless, reimburse, and defend, BCW, its parent company, affiliates, subsidiaries, sibling entities, and their respective directors, officers, shareholders and employees, from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees and expenses, that BCW, its parent company, affiliates, subsidiaries, sibling entities and their respective directors, officers, shareholders and employees may incur or be liable for arising out of or in connection with any of the following:

a) any publicity or other materials prepared or placed by BCW for Client, or other service performed by BCW for Client (which were approved by Client);

b) use of all intellectual property contained in any materials or data supplied by or at the direction of the Client to BCW;

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c) any alleged or actual defects in Client's products or services (including, without limitation, any claim for bodily injury or death);

d) allegations that Client's activities violate or infringe upon the copyright, trademark, patent or other rights of any third party, or that Client's activities induce, promote or encourage the violation of or infringement upon the rights of any third party; or

e) Client's breach of its obligations under this Agreement or any Engagement Letter entered into in connection herewith.

5.3 Client's obligations under this Section 5 include payment by Client to BCW for all time charges and expenses (including reasonable attorney's fees and expenses) incurred by BCW, its parent company, affiliates, subsidiaries, sibling entities and their respective directors, officers, shareholders and employees in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry to which Client does not object, served upon BCW, its parent company, affiliates, subsidiaries, sibling entities and their respective directors, officers, shareholders and employees that relates to Client, its business or its industry that arises out of any litigation, proceedings or investigations involving Client.

5.4 The obligations, in Section 5.2 and 5.5 below, of a party to indemnify and hold the other party harmless, is, in each such instance, contingent upon (i) the indemnified party promptly notifying the indemnifying party of its receipt of any notice or claim or demand or service of legal process involving any matter likely giving rise to an indemnifiable claim , (ii) giving the indemnifying party the right to control and direct the investigation, preparation, defense and settlement of any such claim, lawsuit, proceeding or the like (provided that the indemnifying party may not settle any claim without indemnified party's prior written consent, which will not be unreasonably withheld, unless any settlement thereof shall include the general release of, and does not otherwise prejudice, the indemnified party); and (iii) providing reasonable assistance and cooperation for the defense thereof.

5.5 BCW will indemnify, hold harmless, reimburse, and defend Client, and its directors, officers, employees, affiliates and agents, from and against any and all third party claims, losses, damages, liabilities, obligations, and expenses, including, without limitation, settlement costs and any reasonable legal, accounting, and other expenses, to the extent arising out of or in connection with BCW's gross negligence or willful misconduct in the rendering of its services pursuant to this Agreement or any Engagement Letter. Further, it will be the responsibility of BCW to make certain that the necessary contracts or releases have been obtained with or from those who are directly engaged by BCW on behalf of Client and whose names, likenesses, testimonials, scripts, musical compositions, or similar materials or rights are used in the materials prepared under this Agreement or any Engagement Letter entered into in connection herewith, and BCW agrees to indemnify the Client against any losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees and expenses, that the Client may incur as a result of BCW 's failure to obtain the above-mentioned contracts or releases. It is expressly understood that the foregoing indemnification by BCW shall not apply in situations where the Client directly provides materials for use or arranges or signs such contracts, releases or agreements with third parties nor shall it apply where the claim arises from matters as to which BCW has advised Client of the risks involved and Client has agreed to accept those risks in which case Client shall indemnify BCW.

5.6 The Client acknowledges that after any materials or information to be communicated hereunder has been issued to the media or any other third party, its use and dissemination is no longer under BCW's control. The Client further acknowledges that BCW shall not be responsible for the accuracy of any information published by the media or any other third party. The Client agrees and acknowledges that in issuing information hereunder BCW is acting solely as the agent of the Client.

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5.7 The terms and conditions of this Section 5 shall survive any termination of this Agreement.

6. Force Majeure

Neither party shall not be liable for any loss, damage, injury or delay due to any cause beyond its control which could not have been reasonably avoided, including (without prejudice to the generality of the foregoing expression) acts of government, strikes, lockouts, fire, lightning, aircraft, explosion, flooding, riots, civil commotion, acts of war, terrorism, malicious mischief or theft, provided that written notice of such force majeure event (including the anticipated duration of the delay) must be given by the affected party to the other party as soon as possible (but in no event more than five (5) days after the force majeure event occurs). Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume the fulfilment of the obligations as soon as possible. Nothing contained in this clause shall excuse the affected party from performing any obligation pursuant to this Agreement or any Engagement Letter and this clause instead only grants a right to delay performing the affected obligations until no longer prevented. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to termination or to renegotiation at each party's free and absolute discretion.

7. Non-Solicitation of Employees

BCW agrees not to solicit or hire the Client's employees, who are directly or indirectly involved in matters related to this Agreement or any Engagement Letter entered into in connection herewith, for employment with BCW, and the Client agrees not to solicit or hire BCW's employees, who are directly or indirectly involved in matters related to this Agreement or any Engagement Letter entered into in connection herewith, for employment with the Client, with effect from the time that this Agreement comes into force until one year after the expiry of this Agreement. In the event that either BCW or the Client contravenes this Section 7, without obtaining the other party's prior written consent, such party will be liable to the other party for a one-time payment equal to fifty (50%) of the seduced employee's annual compensation.

8. Foreign Corrupt Practices Act

8.1 The parties hereto agree that BCW is subject to the provisions of the Foreign Corrupt Practices Act, 15 U.S.C. §78dd-2 (the "**Act**"). The parties hereto mutually agree, for themselves and their employees, agents and intermediaries, that they will not knowingly pay, and will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate, for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his/her or its lawful duty or inducing him/her or it to exercise his/her or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for that party.

Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from either party, the parties hereto will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office.

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Should either party become aware of a possible violation of the Act, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, such party will give the representatives designated by the other party immediate notice of such possible violation, facts or circumstances, and will cooperate fully, and direct all agents, employees and others that the other party may retain or direct in connection herewith, to cooperate fully, with any inquiry or investigation that the other party may conduct.

8.2 The parties hereto agree that in the event either shall hire or contract with any consultants or others to assist with fulfilling the terms of this Agreement or any Engagement Letter entered into in connection herewith, all such consultants or others shall execute and deliver an FCPA Undertaking in the form attached hereto as Exhibit A.

9. Notices

Any notice or communication required to be given hereunder shall be in writing and may be delivered personally, or sent by an internationally recognized courier service or registered post, in each case with postage or charges prepaid and return receipt requested, or transmitted by facsimile (if one has been designated in writing by the party) to the Client at the address contained herein and to BCW at 200 Fifth Avenue, 6th Floor, New York, New York 10010 Attention: Legal Department (or for each party to such other address as updated by notice in accordance with this Section 9). For any notice to be validly given hereunder, notice must also be given by concurrent e-mail to the e-mail addresses set forth in the following (or as amended by notice in accordance with this Section 9). All notices shall be deemed to have been given upon delivery.

If to Client: Joanne Ban, Chief Legal and Corporate Officer
SES Holdings Pte. Ltd.
1 Robinson Road
#18-00 AIA Tower
Singapore 048542

and with concurrent e-mail notice to each of the following e-mail addresses:
jban@ses.ai
contracts@ses.ai

10. Term and Termination

10.1 The term of this Agreement shall commence as of Effective Date of this Agreement and continues until the earlier of (a) the one-year anniversary of the Effective Date of this Agreement if it has not renewed by the parties in writing before such time for another one-year term, and (b) upon either party's termination by giving the other party ninety (90) days prior written notice. Client shall remain liable for and pay all fees, charges and expenses incurred by BCW hereunder or under any Engagement Letter entered into in connection herewith up to the effective date of such expiry or termination. In addition, this Agreement will terminate immediately at each party's option, upon the occurrence of any of the following events, each of which shall constitute a material breach of this Agreement:

(i) the insolvency of the other party; or assignment by the other party for the benefit of creditors; or the filing of a voluntary bankruptcy, judicial liquidation or reorganization petition by the other party, or the failure of the other party to vacate an involuntary

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bankruptcy or reorganization petition filed against it within 120 days from the date of such filing; or the dissolution of the other party for any case whatsoever;

(ii) any breach or violation by the other party Section 8.

10.2 Upon the effective date of the expiry or termination of this Agreement, all property in BCW's possession belonging to Client pursuant to the terms of Section 3 hereof and all contracts for services and materials entered into by BCW for Client shall be turned over and/or assigned to Client. The termination (howsoever arising) of BCW's appointment shall be without prejudice to the Client's obligations to honor all sums due BCW hereunder, including without limitation, the cost of contracts and commitments which BCW has already entered into on the Client's behalf with suppliers, media owners or other third parties and the Client shall assume and be responsible for all such commitments and contracts. The Client shall hold BCW harmless from any losses, claims, damages, expenses (including reasonable attorney's fees and costs) or liabilities arising from the cancellation or termination of such commitments or contracts as a consequence of the termination of BCW's appointment hereunder.

11. Code of Business

BCW is committed to conducting business in accordance with WPP's Code of Business Conduct. The Code of Business Conduct can be accessed on-line at https://www.wpp.com/investors/corporate-governance.

12. Governing Law

The terms and conditions set forth herein shall be governed and construed in accordance with the laws of the State of New York, U.S.A. without regard to its conflicts of law principles. The parties hereto submit to any state or federal court in New York as the exclusive jurisdiction for any actions arising under this Agreement or any Engagement Letter entered into in connection herewith or as a result of any relationship among the parties. The prevailing party in any action shall be entitled to reimbursement by the non-prevailing party of reasonable legal fees and expenses incurred in bringing any such action. The parties each hereby knowingly, voluntarily and without coercion, waive all rights to a trial by jury of all disputes arising out of or in relation to this Agreement or any Engagement Letter.

13. Limitation of Liability

Neither party shall be liable for any indirect, special or consequential damages whatsoever arising out of this Agreement or any Engagement Letter entered into in connection therewith, even if the party has been advised of the possibility of such damages. Neither party's liability under this Agreement shall exceed the amounts paid or payable by Client for the services under the applicable engagement letter with respect to which the claim is made.

14. Entire Agreement

This Agreement represents the sole and entire agreement among the parties and supersedes all prior contracts, agreements, negotiations, discussions, and understandings, whether oral or in writing, among the parties and/or their representatives. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the express written consent of the parties.

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15. Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. A facsimile or .PDF signature shall be deemed an original for purposes of evidencing execution of this Agreement.

16. Survival

Sections 2, 3, 4, 6, 7, 8, 10.2, 12, 13 shall survive any termination of this Agreement.

If you agree to the terms and conditions set out above, please indicate your confirmation and acceptance by having your authorized representative sign in the space provided below and returning to us one originally signed copy of this letter.

We look forward to working with you.
Yours sincerely,

BCW LLC

By: Andrew OBrien (Jul 22, 2021 16:30 EDT)

Name: Andrew OBrien

Title: Executive Vice President

Date: 22-Jul-2021

BCW LLC

By: MiriamKaggwa (Jul 23, 2021 [illegible] EDT)

Name: MiriamKaggwa

Title: CFO, BCW North America

Date: 23-Jul-2021

Accepted and agreed upon by an authorized signatory of:

SES HOLDINGS PTE. LTD.

By:

Name: Qichao Hu

Title: Founder and CEO

Date: July 21st, 2021

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EXHIBIT A
FCPA Undertaking

I Qichao Hu, have been retained by BCW LLC (the "Company"), to assist the Company in its contract with , a corporation organized under the laws [ ], whereby the Company would provide marketing communications and public relations services for a campaign aimed at [ ].

In consideration of such retention, I hereby acknowledge that, at the Company's request, I have read and understand the relevant provisions of the Foreign Corrupt Practices Act 15 U.S.C. §78dd-2 (the "Act"). The Act is fully applicable to WPP plc ("WPP") and its subsidiaries and affiliates throughout the world. In further consideration of such retention, I have read and understand the Policies of WPP on the Conduct of Business (the "Policies"). I will scrupulously adhere to the Act and the Policies and will enforce compliance therewith by any individual I may direct or oversee in connection with my retention.

Moreover, I will not pay, and I will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his or its lawful duty or inducing him or it to exercise his or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for the Company.

Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from the Company, I will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office.

Should I become aware of a possible violation of the Act or the Policies, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, I will give representatives designated by the Company immediate notice of such violation, facts or circumstances, and will cooperate fully, and direct all agents, employees and others I may retain or direct in connection with my consultancy, to cooperate fully, with any inquiry or investigation the Company may conduct.

Signature

July 21st, 2021
Date

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Please sign SES contract

Final Audit Report 2021-07-22

Created:	2021-07-22
By:	Angelica Silverio (angelica.silverio@bcw-global.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA177bMOX88X1K2NcHhtOsdijJbzV9wAgL

"Please sign SES contract" History

Document created by Angelica Silverio (angelica.silverio@bcw-global.com)
2021-07-22 - 2:13:49 AM GMT- IP address: 66.65.19.153

Document emailed to Andrew OBrien (drew.obrien@bcw-global.com) for signature
2021-07-22 - 2:14:44 AM GMT

Email viewed by Andrew OBrien (drew.obrien@bcw-global.com)
2021-07-22 - 8:29:48 PM GMT- IP address: 73.114.134.100

Document e-signed by Andrew OBrien (drew.obrien@bcw-global.com)
Signature Date: 2021-07-22 - 8:30:27 PM GMT - Time Source: server- IP address: 73.114.134.100

Agreement completed.
2021-07-22 - 8:30:27 PM GMT

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SES Terms & Conditions (MSA)

Final Audit Report 2021-07-23

Created:	2021-07-23
By:	Angelica Silverio (angelica.silverio@bcw-global.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXGGkO8jMnuKuTS4Q3EnoRcclTpnhWKzA

"SES Terms & Conditions (MSA)" History

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2021-07-23 - 3:25:05 AM GMT- IP address: 66.65.19.153

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2021-07-23 - 3:27:04 AM GMT

Email viewed by MiriamKaggwa (miriam.kaggwa@bcw-global.com)
2021-07-23 - 4:23:04 AM GMT- IP address: 24.190.9.131

Document e-signed by MiriamKaggwa (miriam.kaggwa@bcw-global.com)
Signature Date: 2021-07-23 - 4:23:59 AM GMT - Time Source: server- IP address: 24.190.9.131

Agreement completed.
2021-07-23 - 4:23:59 AM GMT

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SES Holdings Pte. Ltd. / BCW LLC
Engagement Letter

July 20, 2021

Aseem Juneja
SES Holdings Pte. Ltd.
1 Robinson Road
#18-00 AIA Tower
Singapore 048542

Dear Aseem:

This 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 SES Holdings Pte. Ltd. ("**Client**") which commenced on July 1, 2021 and will continue through December 31, 2021 ("**Term**"), unless (a) the Term is extended in the form of an amendment to this Engagement Letter; or (b) the Engagement Letter is terminated in accordance with the terms set forth herein. It is understood that this Engagement Letter complements and is governed by BCW's Legal Contract Terms and Conditions that have been submitted under separate cover.

Scope of Work:

During the Term of this Engagement Letter, BCW will provide Client with the professional services set forth in **Exhibit A**:

Any services or deliverables not expressly identified under this Engagement Letter are (a) deemed out-of-scope, (b) not included in the Estimated Professional Fee (as later defined), and (c) will not be performed by BCW, unless the parties enter into an amendment or change order to this Engagement Letter, which must be signed by authorized signatories of both parties in order to be effective. In addition, BCW will not be in breach of its obligations under this Engagement Letter for such non-performance.

Financial Terms:

- For the provision of services and deliverables, BCW will charge Client USD$50,000 ("**Estimated Professional Fee**") (excluding expenses), which will be billed to Client as set forth in the Billing/Payment Terms. It is understood that the actual value of services per month may vary based on the specific needed in each month.

- Expenses such as postage, messenger, photography, travel and related expenses and third party vendor invoices will be billed in addition to the fees noted above. To the extent applicable, please note that production related third party vendor costs will bear a commission of 17.65%.

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Billing/Payment Terms:

- An invoice for USD$25,000 ("**Initial Invoice**") will be sent to Client immediately. Payment of this invoice is due promptly upon receipt. Any variance will be handled in accordance with the reconciliation terms set forth below.

- Expenses shall be listed on a category basis (e.g., telephone, fax, photography). Supporting documentation will be available for review, at the Client's written request.

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

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

With the exception of the Initial invoice, payment on 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 within five (5) days upon presentation by BCW to Client of a legitimate BCW invoice for any such third party invoice.

Payments to BCW may be wire transferred to the following account:

Beneficiary Bank:
Bank Address:
Account Name:
Account#:
ABA Routing#:
Swift Code:
Chips Code:



If Client fails to make any payment due under this Engagement Letter within the timeframes set forth herein, BCW reserves the right to charge, in addition to the amount due, interest thereon at the prevailing treasury rate as of the due date of such payment.

Further, 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's exercising such right.

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

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

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

Yours sincerely,

BCW LLC

By: Andrew OBrien (Jul 22, 2021 16:28 EDT)

Name: Andrew OBrien

Title: Executive Vice President

Date: 22-Jul-2021

Accepted and agreed upon by an authorized signatory of:

SES HOLDINGS PTE. LTD.

By:

Name: Qichao Hu

Title: Founder and CEO

Date: July 21st, 2021

BCW Internal Use Only
Project Code No: _____

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bcw

EXHIBIT A

North America	
IPO and Financial Communications	Develop and implement an investor communications platform and corporate narrative that clearly communicates the company and deal's value proposition to all key stakeholders. Analyst relations Quarterly earnings process and communications management (call scripts and decks, executive training and prep) Collateral development (investor decks, fact sheets, etc.) Create and implement a comprehensive investor communications strategy in support of SES' public listing via SPAC merger. Development of investment thesis Message refinement Perception studies Investor outreach/targeting Sell-side outreach/targeting Deal announcement press release and investor deck Analyst Days Investor conferences/roadshows Develop a communications and reporting strategy that integrates SES's ESG commitments with your long-term business model. Annual report creation CSR/ESG report development, Design and disclosure strategy ESG governance roadshows ESG investor targeting/outreach Securing participation at ESG investor events Awards and rankings
Executive Visibility & Thought Leadership	Provide strategic recommendations to externally position SES as the premier industry leader in hybrid Li-Metal battery innovation and manufacturing, and position Dr. Hu and your leadership team as respected thought leaders in technology, decarbonization, responsible recycling and sustainable sourcing. Support the development and advancement of executive platforms that reflect strategic leadership and innovation, including the creation of messaging for Dr. Hu and the SES leadership team to guide content for all activities. Ideally, this messaging would integrate each leader's personal brand, background, expert industry observations and vision for the future with topics in the organic news cycle.

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	Identify and secure relevant speaking and participation opportunities for Dr. Hu at global conferences and events, as they relate to key platform areas, including electric vehicles, renewable energy, innovation, technology and sustainability. Align with potential events leading up to and at COP26, and around the United Nations General Assembly, Climate Week NYC and other renewable energy and automobile industry gatherings in the US and Asia. Cultivate existing and establish new influencer relationships in the broader global sustainability discussion for Dr. Hu and your leadership team, including relevant Biden Administration appointees, university presidents/provosts, US Chamber of Commerce leadership and the American Clean Power Association, among others.
Branding	Brand Context: Determine the environment in which the brand must be built. Work with senior management to build agreement on key assumptions regarding business trends, issues/barriers and the competitive environment. Understand the business imperatives of the organization, to ensure that the brand developed supports them. Use research to understand the key dimensions stakeholders seek in a relationship with the company. Investigate any brand equities that currently exist, and determine those needed to build a brand capable of achieving the business imperatives. Brand Definition: Build the core of the brand; describe what the brand really is and how it will "engage" the market Craft the brand essence – the durable "soul" of the brand, comprised of four key dimensions: Functionality (what the brand does) Differentiation (how the brand is different from and better than its competition) Personality/Image ("If the brand were a person, what type of person would it be?") Source of Authority (the "proof;" the qualifications of the brand to enter into a relationship with its customers) Capture the brand essence in a statement that will serve as a guidepost for all business decisions related to the brand. Determine the brand strategy or architecture (as needed) to define the best way to bring the brand to market, e.g.: Will the corporate or product name(s) dominate? Or might a balanced system or mixed portfolio approach be used? Is there a need to transition from a product-dominant to corporate-dominant approach, or vice versa? How will that happen? Will there be sub-brands?

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	Brand Positioning: Stake out how the company wants people to think about its brand. What claim will the brand make to a particular piece of rational and emotional territory on the target audience's "mental map" of the category? Complete brand positioning statements for each target audience, which stake out the brand's competitive set and relevant, differentiated benefits, as well as the "proof points" that make each positioning credible. Test positionings with key customer segments and fine-tune, as necessary.
	Brand Integration: Put the brand to work on a day-to-day basis. Create or fine-tune brand identity systems – logos, typefaces, colors, etc. – to reflect the brand, and help the organization understand how to use them correctly. Note: this recommendation does not include redoing corporate or product logos. It does include any refinements to ensure consistency in marketing and communication. Design and implement an integrated action plan that introduces the brand in the appropriate context to the marketplace. Ensure the brand is woven into the culture of the organization; that the company lives and breathes the brand.
	A "brand book" or "brand bible" that is the definitive reference guide for all that involves the brand, including: Brand Development – everything that defines the brand, from brand equities to essence to model to positioning Brand Identity – all matters related to visual cues of the brand such as the mark (symbol/logo) and tagline (if any), including legally approved versions and comprehensive directories of the rules for their use Brand Management – the stewardship process developed to help the organization properly and consistently manage the use of its brand Brand Performance – as appropriate, how brand-related performance against the organization's business goals is measured

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Media Relations	Identify and pursue opportunities for SES and Dr. Hu to elevate global and national media presence, particularly in the US and Asia, and communicate technology and manufacturing capability while advancing SES's business objectives, i.e. investor interest and confidence. Cultivate existing and establish new press relationships for SES and Dr. Hu, with an emphasis on the technology, renewable energy and automobile beats at high-level global media platforms, including the New York Times, the Wall Street Journal, Bloomberg, CNBC, Financial Times, Business Insider as well as outlets in Shanghai, Singapore and Seoul. Secure and coordinate media interviews, and strengthen overall financial communications messaging and programming. Develop and update an editorial calendar to proactively pursue media outreach campaigns, timed to relevant seasonal milestones. Continuously update and expand media lists to include key business, environmental, sustainability, industry, financial and technology reporters. Coordinate and support media preparation for Dr. Hu and team, including through outlet/reporter research, message preparation and staffing interviews. Monitor for media coverage and results related to key initiatives or business developments, and prepare reports for corporate communications team and necessary stakeholders. Develop and amplify various SES storylines, such as: A success story that spans 10 years from idea to cutting-edge industry leader A driver of the auto industry's present and future electrification and sustainability needs A leadership team of great experience and exceptional talent, helping to drive the global push for sustainability and climate responsibility
Social & Digital Media	Provide support for social media strategy, including: Content review and scheduling, as well as monthly content development (2-3 posts / week across all channels), including evergreen content, earned media amplification (news, earnings, conferences, etc.), and opportunistic engagement Daily social media monitoring and response recommendations across all owned channels

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	Reporting on the online conversation as it pertains to issues management and related incidents that arise to inform respective Company communications teams and leadership
Paid Social Monitoring	Lay the foundation for paid media support of the social media strategy, including: Building and maintaining paid audience segmentations Content amplification for increased engagement of select posts Implementing audience and community growth campaigns Daily optimization, pixel set up / tracking and reporting

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Korea	
Strategic Consultation	Counsel and establish communications strategy Client liaison (i.e. Regular client conference call etc.)
Media Relations & Publicity	Identify and update target media list (Daily, Economic, Trade, Online, etc.) Press kit development and update Media relationship building and management Localize press release into Korean, dissemination and follow up Find and develop feature article or column or interview opportunities Follow up call and media inquiries handling Result coverage report
Strategic Monitoring & Insight Report	Daily news monitoring report (client, industry, investors, etc.) including local market intelligence/insights Dally online reputation report (blog, YouTube, and Twitter) Monthly activity report
Spokesperson Media Training	Understanding of Korea media Korea media handling techniques Scenario development Media interview simulation and coaching
Paid Editorial Placement	Develop key messages and stories by stage Contact media (and columnist), manage placement, and results reporting Fee for 5 articles * Target media are top-tier daily news papers and economy newspapers or economy broadcasters such as Chosun, Joongang, Dong-a, Maeil Economy, Hankook economy, MBN, Hankook Economy TV, and etc.
Online Media Roundtable	Key target media list development Invitation letter preparation, distribution & RSVP System arrangement, journalists attendance management & Handling media inquiries Media briefing and expected Q&As prep Result reporting Up to 30 participants
Social / Digital	Investment information YouTube channels or bloggers

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China	
Strategic Consultation	Counsel and establish communications strategy Provide counsel on evolving issues Client liaison (i.e. Regular client conference call etc.)
Media Relations & Publicity	Identify and update target media list (Daily, Economic, Trade, Online, etc.) Press kit development and update Media relationship building and management Localize press release into Chinese, dissemination and follow up Find and develop feature article or column or interview opportunities Follow up call and media inquiries handling Result coverage report
Strategic Monitoring & Insight Report	Weekly news monitoring report (client, industry, investors, etc.) including local market intelligence / insights Monthly online reputation report (blog, YouTube, and Twitter) Monthly activity report
Spokesperson Media Training	Understanding of Chinese media Chinese media handling techniques Scenario development Media interview simulation and coaching
Paid Editorial Placement	Develop key messages and stories by stage, Contact media / platform, manage placement, and results reporting (where data is available) Fee for 5 articles * Target media include top-tier daily news papers and economy newspapers or economy broadcasters such as Caixin, Jiemian, Huanqiu, Sina, 21st Century Business Herald and China Daily (Initial Targets)
Online Media Roundtable	Key target media list development Invitation letter preparation, distribution & RSVP System arrangement, journalists attendance management & Handling media inquiries Media briefing and expected Q&As prep Result reporting

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EXHIBIT B

BCW LLC
2021
HOURLY U.S.A. BILLING RATE CHART

Title / Level	Rate
Redacted	

* ***Rates are subject to increase.***

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Final Audit Report 2021-07-22

Created:	2021-07-22
By:	Angelica Silverio (angelica.silverio@bcw-global.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7DLgqv9x3fXphVKVsCoMZQ70G-MuyuVW

"SES LOE - Please also sign this doc" History

Document created by Angelica Silverio (angelica.silverio@bcw-global.com)
2021-07-22 - 2:33:47 AM GMT- IP address: 66.65.19.153

Document emailed to Andrew OBrien (drew.obrien@bcw-global.com) for signature
2021-07-22 - 2:35:01 AM GMT

Email viewed by Andrew OBrien (drew.obrien@bcw-global.com)
2021-07-22 - 8:27:54 PM GMT- IP address: 73.114.134.100

Document e-signed by Andrew OBrien (drew.obrien@bcw-global.com)
Signature Date: 2021-07-22 - 8:28:21 PM GMT - Time Source: server- IP address: 73.114.134.100

Agreement completed.
2021-07-22 - 8:28:21 PM GMT

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Amendment No. 1 to Engagement Letter

This Amendment No. 1 ("Amendment"), made effective as of the Amendment Effective Date below, is to the Engagement Letter effective as of July 1, 2021 ("Engagement Letter"), by and between SES Holdings Pte. Ltd. ("Client") and BCW LLC ("BCW"), which is to the Legal Contract Terms & Conditions, dated July 1, 2021 (the "Agreement"). Any capitalized terms not defined in this Amendment shall be given their meanings set forth in the Engagement Letter and/or the Agreement.

RECITALS

WHEREAS, Client and BCW each desire to amend the Engagement Letter.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants contained herein, the parties agree to modify and otherwise amend the Engagement Letter as follows:

1. As of the Amendment Effective Date, Exhibit A of the Engagement Letter is deleted in its entirety and replaced with Exhibit A-1 to this Amendment ("Revised Scope"). Please note this Amendment does not include the provision of services and deliverables for the country of Hong Kong.

   A. For the provision of services and deliverables under the Revised Scope, BCW will charge Client (and Client shall pay BCW) an estimated amount of USD$1,866,833.00, for the remainder of the Term, in accordance with the table set forth below:

Invoice Month	Actual Budget	Amount Due
July (Actuals) **Professional Fees: $178,846.50** **OOP: $14,099.00**	USD$192,945.50 (Paid in Full)	Not applicable
August (Actuals)	USD$339,937.50	USD$339,937.50
Total (Actual Fees and Expenses)	**USD$532,883.00**	

Invoice Month	Estimated Budget
September (Estimated) (excludes OOP)	USD$368,000.00
October (Estimated) (excludes OOP)	USD$391,000.00
November (Estimated) (excludes OOP)	USD$366,000.00
December (Estimated) (excludes OOP)	USD$209,000.00
Total (Estimated Fees)	**USD$1,334,000.00**

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B. Any services or deliverables not expressly identified under this Amendment to the Engagement Letter are (a) deemed out-of-scope, (b) not included in the Total Estimated Fees, and (c) will not be performed by BCW, unless the parties enter into an amendment, which must be signed by authorized signatories of both parties in order to be effective. In addition, BCW will not be in breach of its obligations under this Amendment for such non-performance.

C. For the avoidance of doubt, all "Estimated" amounts stated in the 2nd table of Section 1(A) above shall be: (i) based on the hourly rates set forth in Exhibit B-1 to this Amendment (which reflects a 3% discount off BCW's standard hourly rates); and (ii) invoiced to Client, based on actual fees incurred, on a bi-monthly basis (i.e., on the 15th day and the last day of each month). Each bi-monthly invoice will be due, owing and payable from Client to BCW thirty (30) days from the receipt of invoice.

D. Any out-of-pocket expenses ("OOP") incurred on a monthly basis for the remainder of the Term will be: (i) expressly approved by Client; (ii) in addition to the "Total Professional Fees" and invoiced separately; and (iii) payable within thirty (30) days from the receipt of invoice, unless advance payments to third parties for such OOPs are required.

2. BCW issued Invoice Number 595100226 to Client electronically on August 4, 2021 in the amount of USD$192,945.50 ("July Invoice") (i.e., USD$178,846.50 of professional fee and USD$14,099.00 of OOPs). Client has paid the July Invoice in full.

3. BCW issued Invoice Number 595100239 to Client electronically on September 15, 2021 in the amount of USD$339,937.50 for professional services ("August Invoice"). The August Invoice is due, owing and payable no later than October 15, 2021, and any delay associated with such delivery of payment to BCW will be subject to the paragraph directly below the wire transfer details of the *Billing/Payment Terms* section of the Engagement Letter.

4. Except as otherwise expressly provided in this Amendment, all other terms and conditions of the Engagement Letter and the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Amendment as of the last date of signature below ("Amendment Effective Date"). EXECUTED in multiple originals.

BCW LLC

By: Miriam Kaggwa

Name: Miriam Kaggwa

Title: CFO, BCW North America

Date: September 27th, 2021

SES Holdings Pte. Ltd.

By:

Name: Qichao Hu

Title: Founder and CEO

Date: September 27th, 2021

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EXHIBIT A-1

USA	
Workstream	**Scope**
Retainer	Strategic counsel, account management
Earned Media + Executive Visibility	Media outreach, messaging and strategy, Battery Event outreach and on-site media support
Digital + Social Media	Social media content calendar development and executive channels; develop mini social media playbook establishing content pillars and narrative style, establish social listening cadence, support for battery day event asset creation, paid plan for Battery Day event assets
Influencer Engagement	Influencer engagement including identifying key individuals across industry, media, academia, and media for SES relationship building; Public affairs support and counsel.
Issues Management	Complete meetings for scenario building for SES global comms Deliver full issues and crisis playbook and escalation process
Message Development + Training	Prep for, conduct of Qichao, Rohit and Mark Newman media training
Battery Event	Battery Day event planning, creative ideation, event partner coordination, project management, logistical support, messaging, and asset development, reporting and measurement
Media Reporting	Provide daily media monitoring to review SES and industry news; support media corrections as needed
NY Stock Exchange	Support NY Stock Exchange moment

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CHINA	
Workstream	**Scope**
Retainer	Strategic counsel, account management, daily news monitoring, media calls and visits
Earned Media + Executive Visibility	Press release, interview pitch, speaking opportunity recommendation and execution, media inquiry follow-up
Digital + Social Media	Website localization support, WeChat reorg with new designed content, SES and Qichao's Baidu Baike page
Influencer Engagement	Influencer mapping, briefing event, ongoing relationship management
Issues Management	Issue list-up, strategy, narratives preparation
Message Development + Training	Company narrative localization and local message development
Battery Event	Global meeting and regional coordination, local ideation/filming/localization planning and execution
NY Stock Exchange	Press release translation, distribution and follow up, interview pitch
WeChat Management	▪ Strategic planning and account management ▪ Monthly calendar and content mapping ▪ Original feature article development ▪ Content adaptation ▪ Account style alignment with basic elements ▪ Feature article design with images, graphics, etc. ▪ Simple post layout design ▪ Infographic design
De-SPAC/Listing Media Coop	▪ Planning, media identification and coordination, coverage follow-up and revision based on key messages, monitoring report

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KOREA	
Workstream	**Scope**
Retainer	Strategic counsel + account management, daily news monitoring, local market visit support
Earned Media + Executive Visibility	Press release, interview & byline pitch, executive visibility strategic and execution, media inquiry follow-up
Digital + Social Media	Website localization support, localized Linked-in operation
Influencer Engagement	Influencer search, engagement opportunity search and execution
Issues Management	Issue list-up, strategy and narrative preparation
Message Development + Training	Company narrative localization and local message development
Battery Event	Ideation, filming, localization planning and execution

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EXHIBIT B-1

Level	Standard Hourly Rates	Discounted Hourly Rates
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Amendment No. 2 to Engagement Letter

This Amendment No. 2 ("Amendment No. 2"), made effective as of the Amendment Effective Date below, is to the Engagement Letter effective as of July 1, 2021 ("Engagement Letter"), by and between SES Holdings Pte. Ltd. ("Client") and BCW LLC ("BCW"), which is to the Legal Contract Terms & Conditions, dated July 1, 2021 (the "Agreement"). Any capitalized terms not defined in this Amendment shall be given their meanings set forth in the Engagement Letter and/or the Agreement.

RECITALS

WHEREAS, the parties entered into an amendment to revise the scope of the Engagement Letter and provide updated details regarding the budget ("Amendment No. 1"); and

WHEREAS, Client and BCW each desire to further amend the Engagement Letter.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants contained herein, the parties agree to modify and otherwise amend the Engagement Letter as follows:

1. In addition to the provision of services under Amendment No. 1, Client has requested (and BCW has agreed to perform) the additional services as captured under Exhibit A-2, which is attached to this Amendment No. 2.

A. For the provision of services and deliverables under this Amendment No. 2, BCW will charge Client (and Client shall pay BCW) an estimated amount of UD$37,000.00 in professional fees. Therefore, the amount for the remainder of the Term shall be increased by USD$25,000.00 for November and USD$12,000.00 for December, which increases the monthly estimated amounts in accordance with the table set forth below.

Invoice Month	Estimated Budget
November (Estimated) (excludes OOP)	USD$391,000.00
December (Estimated) (excludes OOP)	USD$221,000.00

B. For the avoidance of doubt, all "Estimated" amounts stated in Section 1(A) above shall be: (i) based on the hourly rates set forth in Exhibit B-1 to Amendment No. 1 (which reflects a 3% discount off BCW's standard hourly rates); and (ii) invoiced to Client, based on actual fees incurred, on a bi-monthly basis (i.e., on the 15th day and the last day of each month). Each bi-monthly invoice will be due, owing and payable from Client to BCW within thirty (30) days from the receipt of invoice.

C. Client has requested media buying services from BCW, which services relate to the planning and purchase of advertising space. Such media buy shall be a pass-through cost in the amount of USD$50,000.00, which will be invoiced to Client immediately ("Media Buy Invoice"). Payment of this Media Buy Invoice is due, owing and payable within five (5) days from the receipt of invoice for this out-of-pocket cost.

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i. In purchasing Media on Client's behalf, BCW will act as agent for Client and may state this relationship in contracts. Further, BCW shall have the right to purchase all third party services and materials under the principle of sequential liability, where BCW will be held liable for payments to media vendors and other suppliers only to the extent BCW has been paid by Client (and such payments have fully cleared to BCW) for such purchases. For amounts owing but not paid and cleared to BCW, Client agrees that it will be held solely responsible for such payments.

ii. As set forth above, the term "Media" means all platforms or publications in which or upon which Media Placements are placed that now exist or may hereafter be invented, including but not limited to television, radio, print, outdoor, internet and mobile. As used herein, "Media Placement" means advertising, sponsorship or promotional Media purchased (in any form) by BCW on behalf of Client, in connection with the provision of services.

2. Any services or deliverables not expressly identified under this Amendment to the Engagement Letter are (a) deemed out-of-scope, (b) not included in the Estimated fees, and (c) will not be performed by BCW, unless the parties enter into an amendment, which must be signed by authorized signatories of both parties in order to be effective. In addition, BCW will not be in breach of its obligations under this Amendment for such non-performance.

3. BCW issued Invoice Number 595100239 to Client electronically on September 15, 2021 in the amount of USD$339,937.50 for professional services ("August Invoice"). Client has paid the August Invoice in full.

4. Except as otherwise expressly provided in this Amendment No. 2, all other terms and conditions of Amendment No. 1, the Engagement Letter and the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Amendment as of the last date of signature below ("Amendment Effective Date"). EXECUTED in multiple originals.

BCW LLC

By: Sara Kemp

Name: Sara Kemp

Title: EVP, Operations

Date: October 22, 2021

SES Holdings Pte. Ltd.

By:

Name: Qichao Hu

Title: Founder and CEO

Date: October 22, 2021

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EXHIBIT A-2

USA	
Workstream	**Scope**
Paid Media Activation	▪ Build audience parameters ▪ Twitter and LinkedIn platform setup after final alignment on audience parameters ▪ Conduct benchmark/KPI reporting structure ▪ Set up pacing tracker against key objectives ▪ Pixeling SES website ▪ Work in coordination with each platform to set up ad accounts ▪ Manage insertion orders with platforms against approved spend during this pre-determined time ▪ Develop media plan in conjunction with creative team based on asset specs as it related to audiences/ channels ▪ Manage campaign QA on two platforms ▪ Support campaign launch, monitoring and ongoing optimization ▪ Analyze campaign data for result reporting

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SES Holdings Pte. Ltd. / BCW LLC
Engagement Letter

October 1, 2021

Aseem Juneja
SES Holdings Pte. Ltd.
1 Robinson Road
#18-00 AIA Tower
Singapore 048542

Dear Aseem:

This 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 SES Holdings Pte. Ltd. ("**Client**" or "**SES**") which commenced on August 1, 2021 and will continue through January 31, 2022 ("**Term**"), unless (a) the Term is extended in the form of an amendment to this Engagement Letter; or (b) the Engagement Letter is terminated in accordance with the terms set forth herein. It is understood that this Engagement Letter complements and is governed by BCW's Legal Contract Terms and Conditions that have been submitted under separate cover.

Scope of Work:

During the Term of this Engagement Letter, BCW will provide Client with professional services specific to the Battery World Production Event as set forth in **Exhibit A**.

Any services or deliverables not expressly identified under this Engagement Letter are (a) deemed out-of-scope, (b) not included in the Professional Fee (as later defined), and (c) will not be performed by BCW, unless the parties enter into an amendment or change order to this Engagement Letter, which must be signed by authorized signatories of both parties in order to be effective. In addition, BCW will not be in breach of its obligations under this Engagement Letter for such non-performance.

Financial Terms:

- For the provision of services and deliverables, BCW will charge Client estimated total budget of USD$454,723.00.00 ("**Professional Fee**") (including estimated expenses), which will be billed to Client as set forth in the Billing/Payment Terms.

- Additional expenses such as postage, messenger, photography, travel and related expenses and third party vendor invoices will be billed in addition to the professional fees. To the extent applicable, please note that production related third party vendor costs will bear a commission of 10% in Korea and Hong Kong separately.

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Billing/Payment Terms:

- An invoice for USD$141,361.50 ("**Initial Invoice**") will be sent to Client, with an invoice breakdown as follows: USD$62,500.00 for the United States, USD$50,861.50 for Korea, USD$28,000.00 for Hong Kong. Payment of this Initial Invoice is due, owing and payable within five (5) days from the receipt of invoice for these third party out-of-pocket costs. The remaining third party out-of-pocket costs will be due, owing and payable, from Client to BCW upon completion of the project, but no later than the end of the Term. Notwithstanding the foregoing, estimated professional fees will be handled in accordance with the reconciliation terms set forth below.

- The estimated professional fees will be invoiced to Client, based on actual fees incurred, on a bi-monthly basis (i.e., on the 15th day and the last day of each month). Each bi-monthly invoice will be due, owing and payable from Client to BCW within thirty (30) days from the receipt of invoice. If the actual professional fees incurred in providing Client's services exceed the estimated budget communicated to Client, BCW will issue Client an invoice for such additional fees.

- Pre-approved expenses shall be listed on a category basis. Supporting documentation will be available for review, at the Client's written request.

All professional fees will be based on time input at BCW's discounted hourly rates, which are attached hereto as **Exhibit B** (*) and incorporated herein by reference.

With the exception of the Initial Invoice, payment on all invoices is due within thirty (30) days from the receipt of invoice, unless advance payments to third parties are required. In the case of advance payments to third parties, Client agrees to pay BCW within five (5) days upon presentation by BCW to Client of a legitimate BCW invoice for any such third party invoice.

Payments to BCW may be wire transferred to the following account:

Beneficiary Bank:
Bank Address:
Account Name:
Account#:
ABA Routing#:
Swift Code:
Chips Code:



If Client fails to make any payment due under this Engagement Letter within the timeframes set forth herein, BCW reserves the right to charge, in addition to the amount due, interest thereon at the prevailing treasury rate as of the due date of such payment.

Further, 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's exercising such right.

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

This Engagement Letter may be terminated at any time by either party with thirty (30) days prior written notice to the other party. Client will be responsible for payment of the Professional Fee (or pro-rata portion thereof), plus pre-approved expenses incurred to date that are non-cancellable.

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

Yours sincerely,

BCW LLC

By: Sara Kemp / Angelica Silverio

Name: Sara Kemp / Angelica Silverio

Title: EVP, Operations / SVP, Finance

Date: October 4, 2021 / October 4, 2021

Accepted and agreed upon by an authorized signatory of:

SES HOLDINGS PTE. LTD.

By: [signature]

Name: Qichao Hu

Title: Founder and CEO

Date: October 4, 2021

BCW Internal Use Only
Project Code No: _____

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EXHIBIT A

United States

Scope:

- Pre-Production and Tech Research/Support for SES Live Product Reveal Event
- (1) Full production day fand crew for Go-Kart filming on location in Boston
    - Location, go-kart, and driver to be insured and sourced by client
- (1) 1/2 shoot day of virtual recording with (6) on-screen talent for SES Panel with Partyline, providing live stream equipment, gear for U.S panelists.
    - Provide virtual recording apps for talent/client
- Post Production; Editor to review footage, cut video, apply light GFX and address client feedback for (3) videos; Go Kart Video, B-roll Data Video, and Virtual Panel
    - All B-roll for Data video will be provided by client, no audio needed
    - Additional graphics to be provided by BCW Creative
- Provide technical support and live stream connection from Seoul
- Manage Live SES Event day of November 4th

Deliverables:

- Virtually Produced/Recorded SES Panel Video (incorporated into Live Event)
- B-roll SES-Data Video (incorporated into Live Event)
- (1) Go Kart Video (incorporated into Live Event)
- (1) Produced Live SES Event on November 4th

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Korea

Scope:

- Keynote presentation filming
  - Venue
  - Camera
  - Lights
  - Stage Production
  - LED and equipment preparation / management
- Facility filming
  - Camera
  - Lights
  - Equipment
  - Directing
  - Management
- Battery World Event Korea
  - Venue (Four Seasons Hotel)
  - Camera, system, equipment
  - Production (backdrop, etc.)
  - Interpreter, deck translation

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Hong Kong

Scope:

- Support SES brand animation video production as part of the Battery World event.

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EXHIBIT B

BCW LLC
2021
DISCOUNTED HOURLY U.S.A. BILLING RATE CHART

Level	Standard Hourly Rates	Discounted Hourly Rates
Redacted		

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