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CONTRACTOR ADDENDUM
Between
Forbes Tate Partners LLC
And
H.Q. Energy Services (U.S.) Inc.

This document will serve as a Contractor Fourth Addendum ("this Contractor Fourth Addendum") and extension of the Contractor Agreement dated as of October 6, 2021 ("the Agreement") between Forbes Tate Partners LLC ("FTP") and H.Q. Energy Services (U.S.) Inc. ("Client").

This Fourth Addendum supplements the specific terms and conditions as stated in the Contract Agreement signed October 6th, 2021 (the "Agreement") for a maximum amount of $476,000, the Contractor First Addendum, signed October 18, 2021 for a maximum amount of $1,800,000, the Second Addendum signed January 11, 2022 for $48,589, the Contractor Third Addendum signed February 9, 2022 for $1,837,500. Third Addendum termination end of June ($720,996.)

In consideration of the promises and covenants set forth herein and for other good and valuable consideration, FTP and Client (each, a "party" and together, the "parties") hereby agree to amend the Agreement in the following limited respects:

Revised/Modified Terms and Conditions

1. **Services** This Addendum authorizes services for a New York information sharing campaign, including Strategic Counsel and Campaign Management and Field Activation, from July 2022 through December 2022, for a total of $418,500.

   The original contract plus the four addendums brings the total amount to $3,859,593.

2. **Payment** Client agrees to pay FTP a maximum amount of $418,500. Work will be invoiced on a monthly basis based on work to be conducted that month. Payment is due on or before ten (10) business days after receipt of FTP's written invoice.

3. **Statement of Work** Additional deliverables and campaign elements are outlined below in the Addendum document on Exhibit A hereto forming part of this Fourth Addendum.

4. **Termination** Either party shall have the right to terminate this Agreement at any time, with out cause, upon thirty (30) calendar days' written notice to the other party. The "date of ter mination" shall be the date upon which the thirty (30) calendar day notice period expires.

Entire Agreement. Except as set forth herein, all other terms and conditions of the Agreement hereby remain unchanged and in full force and effect. The Agreement as modified by this Addendum shall constitute the entire agreement between the parties with respect to the subject matter set forth herein and supersedes all prior agreements, representations, and understandings of the parties, written or oral.

Counterparts. This Addendum may be executed in electronic ".pdf" signature counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same agreement.

Received by NSD/FARA Registration Unit 09/23/2022 1:51:47 PM

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IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their respective duly authorized representatives:

Zachary Williams, Managing Partner
Forbes Tate Partners, LLC

8/10/22
Date

Serge-Abergel, Director - COO
H.Q. Energy Services (U.S.) Inc.

8/10/2022
Date

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Exhibit A

Statement of Work Addendum Document

Our in-state grassroots campaign will consist of the following areas of work from August through December for a total of $418,500

Strategic Counsel and Campaign Management **$10,000 per month**

Forbes Tate will design and execute an advocacy and public relations operation to promote HQ's visibility and reputation in New York. Our team will remain available to navigate any changes on the ground, anticipate challenges and opportunities, and provide strategic counsel during weekly strategy sessions.

Field Activation **$59,750 per month**

- FTP will manage in-state organizers executing an always-on communications and grassroots campaign, generating long-term, on-the-ground support, focused on amplifying the benefits of HQ for New York and pushing back on misleading efforts by opponents in the state
- The work will focus on setting up and creating opportunities for HQ to engage through events, meetings with key local figures, speaking engagements and thought-leadership opportunities

HQ (Client) acknowledges and agrees that FTP may (as agent on behalf of Client), with Client's consent, procure and engage one or more individuals or entities (each, a "Subcontractor" or "Vendor") to provide certain services, products and/or other deliverables (collectively, the "Services and Deliverables") to FTP (as agent on behalf of Client). Client further acknowledges and agrees that, if FTP engages one or more Subcontractors or Vendors hereunder, then, notwithstanding anything in this Agreement to the contrary:

(i) a portion of the fees paid by Client to FTP shall be collected by FTP as agent on behalf of such Subcontractors or Vendors (each such Subcontractor or Vendor having established a fee or fees for such Subcontractor's or Vendor's respective Services and Deliverables), and FTP shall remit such portion to such Subcontractors or Vendors following FTP receipt of such payment by Client;
(ii) if, at any time prior to commencing or completing any Services and Deliverables hereunder, any Subcontractor or Vendor requires an advance, deposit, prepayment or similar amount with respect to fees, costs and/or expenses of such Subcontractor or Vendor, FTP shall notify Client of such requirement and the amount of any such required payment, Client shall pay such payment to FTP (as agent on behalf of such Subcontractor or Vendor) as soon as practicable following such notice, and FTP shall remit such amount to such Subcontractor or Vendor following FTP receipt of such payment by Client; and
(iii) each Subcontractor or Vendor, not FTP, shall be responsible for the performance and delivery of such Subcontractor's or Vendor's respective Services and Deliverables to, or for the benefit of, Client.

Received by NSD/FARA Registration Unit 09/23/2022 1:51:47 PM

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8/09/2022

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Rhonda K. Bambrick
RC3 Communications, LLC
461 Woodlawn Avenue
Albany, NY 12208

Subject: Engagement as subcontractor to Forbes Tate Partners, LLC

Dear Ms. Bambrick,

The purpose of this letter is to confirm the engagement of RC3 Communications, LLC ("Subcontractor") as a subcontractor to Forbes Tate Partners, LLC ("FTP") ("Company") to supply consulting services for Hydro-Quebec (HQ) ("Client").

I. Services

Subcontractor agrees to perform all services generally performed by the Subcontractor in Subcontractor's line of business, including, but not limited to, as outlined below. Michael Pepe at FTP will be the primarily point of contact for Subcontractor.

II. Independent Subcontractor

FTP and the Subcontractor agree to the following:

- Subcontractor agrees to enter into a confidential relationship with FTP and agrees not to disclose the specific details of this engagement with third parties, except as may be required to perform the services outlined in Addendum I;
- Subcontractor will keep FTP and its Client apprised on any and all work the Subcontractor is involved in;
- Either party has the right to terminate this subcontract with 10 days written notice to the other party.

III. Payment Terms

FTP agrees to pay Subcontractor a monthly retainer fee for professional services of $5,000. This agreement will begin on August 1, 2022 and end on December 31, 2022 at a prorated amount. Following that time, this agreement will be subject to month-by-month extension pending email verification by both FTP and Subcontractor.

The retainer fee includes ordinary and customary out-of-pocket expenses (principally for local travel, business entertainment, long distance telephone and other communications, postage document reproduction and other expenses). Any additional expenses (i.e., out-of- town travel) incurred with Client approval will be billed monthly and shall be reimbursed promptly upon submission of a monthly statement to Client.

Subcontractor shall provide FTP with an invoice no later than five business days

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following the end of each contracting period which sets forth (1) a summary of the services rendered, and related fees incurred during that month, (2) identification of Client providing services on and (3) a detailed listing of all costs incurred during that month, for which payment is requested. Invoices must be sent to AP@forbes-tate.com.

Additionally, the Subcontractor acknowledges and agrees that, notwithstanding anything in this agreement to the contrary:

(i) Company, as agent on behalf of Hydro-Quebec (HQ) ("Client"), with Client's consent, is procuring and engaging Consultant [Subcontractor] to provide the Consulting Services [Subcontractor Deliverables] to Company (as agent on behalf of Client);

(ii) Consultant [Subcontractor], not Company, shall be responsible for the performance and delivery of such Consulting Services [Subcontractor Deliverables] to, or for the benefit of, Client;

(iii) a portion of the fees paid by Client to Company equal to the Consulting Fee [Subcontractor Deliverable Fee] shall be collected by Company as agent on behalf of Consultant [Subcontractor], and Company shall remit such portion to Consultant [Subcontractor] upon Company's receipt of such payment by Client; and

(iv) Client, not Company, shall be responsible for the payment of such Consulting Fee [Subcontractor Deliverable Fee] to, or for the benefit of, Consultant [Subcontractor]; provided that Company shall remit such payment to Consultant [Subcontractor] upon receipt from Client."

IV. Conflicts of Interest

Subcontractor affirms there are no conflicts of interest or other circumstances, which will interfere with its performance of the consulting services contemplated under this subcontract, and that if such conflicts or circumstances arise, the Subcontractor will inform FTP promptly.

V. Indemnification

Subcontractor shall indemnify and hold harmless FTP, its parent, subsidiaries, affiliates and authorized representatives from and against any and all liabilities, losses, claims, demands, actions, judgments, costs, and expenses asserted by third parties including but not limited to reasonable attorney's fees, arising out of or resulting from Subcontractor's fraud, willful misconduct, gross negligence or a material breach of this agreement. FTP shall indemnify and hold harmless Subcontractor and its affiliated companies from and against any and all liabilities, losses, claims, demands, actions, judgments, costs, and expenses asserted by third parties including but not limited to reasonable attorneys' fees, arising out of or resulting from FTP's fraud, willful misconduct, gross negligence or a material breach of this agreement.

If the terms above are satisfactory, please sign and return the enclosed copy of this letter to FTP. We look forward to working with you on this project.

Received by NSD/FARA Registration Unit 09/23/2022 1:51:47 PM

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8/09/2022

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Agreed and accepted this August 1, 2022.

SUBCONTRACTOR

FORBES TATE PARTNERS, LLC
Zachary Williams
Managing Partner

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8/09/2022

FORBES | TATE PARTNERS

Julie Mosley
President and CEO
J Strategies
80 Pine Street, Suite #3310,
New York, NY 10005

Subject: Engagement as subcontractor to Forbes Tate Partners, LLC

Dear Ms. Mosley,

The purpose of this letter is to confirm the engagement of J Strategies ("Subcontractor") as a subcontractor to Forbes Tate Partners, LLC ("FTP") ("Company") to supply consulting services for Hydro-Quebec (HQ) ("Client").

I. Services

Subcontractor agrees to perform all services generally performed by the Subcontractor in Subcontractor's line of business, including, but not limited to, as outlined below. Michael Pepe at FTP will be the primarily point of contact for Subcontractor.

II. Independent Subcontractor

FTP and the Subcontractor agree to the following:

- Subcontractor agrees to enter into a confidential relationship with FTP and agrees not to disclose the specific details of this engagement with third parties, except as may be required to perform the services outlined in Addendum I;
- Subcontractor will keep FTP and its Client apprised on any and all work the Subcontractor is involved in;
- Either party has the right to terminate this subcontract with 10 days written notice to the other party.

III. Payment Terms

FTP agrees to pay Subcontractor a monthly retainer fee for professional services of $6,000. This agreement will begin on August 15, 2022 and end on December 31, 2022.

The retainer fee includes ordinary and customary out-of-pocket expenses (principally for local travel, business entertainment, long distance telephone and other communications,

postage document reproduction and other expenses). Any additional expenses (i.e., out-of- town travel) incurred with Client approval will be billed monthly and shall be reimbursed promptly upon submission of a monthly statement to Client.

Received by NSD/FARA Registration Unit 09/23/2022 1:51:47 PM

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Subcontractor shall provide FTP with an invoice no later than five business days following the end of each contracting period which sets forth (1) a summary of the services rendered, and related fees incurred during that month, (2) identification of Client providing services on and (3) a detailed listing of all costs incurred during that month, for which payment is requested. Invoices must be sent to AP@forbes-tate.com.

Additionally, the Subcontractor acknowledges and agrees that, notwithstanding anything in this agreement to the contrary:

(i) Company, as agent on behalf of Hydro-Quebec (HQ) ("Client"), with Client's consent, is procuring and engaging Consultant [Subcontractor] to provide the Consulting Services [Subcontractor Deliverables] to Company (as agent on behalf of Client);

(ii) Consultant [Subcontractor], not Company, shall be responsible for the performance and delivery of such Consulting Services [Subcontractor Deliverables] to, or for the benefit of, Client;

(iii) a portion of the fees paid by Client to Company equal to the Consulting Fee [Subcontractor Deliverable Fee] shall be collected by Company as agent on behalf of Consultant [Subcontractor], and Company shall remit such portion to Consultant [Subcontractor] upon Company's receipt of such payment by Client; and

(iv) Client, not Company, shall be responsible for the payment of such Consulting Fee [Subcontractor Deliverable Fee] to, or for the benefit of, Consultant [Subcontractor]; provided that Company shall remit such payment to Consultant [Subcontractor] upon receipt from Client."

IV. Conflicts of Interest

Subcontractor affirms there are no conflicts of interest or other circumstances, which will interfere with its performance of the consulting services contemplated under this subcontract, and that if such conflicts or circumstances arise, the Subcontractor will inform FTP promptly.

V. Indemnification

Subcontractor shall indemnify and hold harmless FTP, its parent, subsidiaries, affiliates and authorized representatives from and against any and all liabilities, losses, claims, demands, actions, judgments, costs, and expenses asserted by third parties including but not limited to reasonable attorney's fees, arising out of or resulting from Subcontractor's fraud, willful misconduct, gross negligence or a material breach of this agreement. FTP shall indemnify and hold harmless Subcontractor and its affiliated companies from and against any and all liabilities, losses, claims, demands, actions, judgments, costs, and expenses asserted by third parties including but not limited to reasonable attorneys' fees, arising out of or resulting from FTP's fraud, willful misconduct, gross negligence or a material breach of this agreement.

If the terms above are satisfactory, please sign and return the enclosed copy of this letter to FTP. We

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8/09/2022

look forward to working with you on this project.

Agreed and accepted this August 22, 2022.

Julie Mosley
J Strategies
President and CEO

FORBES TATE PARTNERS, LLC
Zachary Williams
Managing Partner

ADDENDUM I

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Local Earned media activities could include:

- Opinion Editorials (also identify signers)
- Letters to the Editor (also identify signers)
- Blog posts / newsletters
- Editorial board meetings
- Print, radio or television stories/Interviews
- Promote HQ's story with media, including press events
- Reporter briefing

Reporting requirements:

- Weekly report of outreach, contacts, and deliverables
- Weekly conference call to provide updates and clarify questions and needs
- All reports and questions should be directed to the FTP team

**Please note that all activities discussed here in Addendum I are subject to New York's COVID-19 rules and will be adjusted to accommodate.*

Received by NSD/FARA Registration Unit 09/23/2022 1:51:47 PM

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Christopher P. D'Amato
Executive Vice President & General Counsel, Partner
Park Strategies, LLC
111 Washington Avenue
Suite 600
Albany, NY 12210

Subject: Engagement as subcontractor to Forbes Tate Partners, LLC

Dear Mr. D'Amato,

The purpose of this letter is to confirm the engagement of Park Strategies, LLC ("Subcontractor") as a subcontractor to Forbes Tate Partners, LLC ("FTP") to supply government and public affairs consulting services for Hydro-Quebec (HQ) ("Client") as outlined in Addendum I.

I. Services

Subcontractor agrees to perform all services generally performed by the Subcontractor in Subcontractor's line of business, including, but not limited to, as outlined below. Stephanie Genco at FTP will be the primarily point of contact for Subcontractor.

II. Independent Subcontractor

FTP and the Subcontractor agree to the following:

- Subcontractor agrees to enter into a confidential relationship with FTP and agrees not to disclose the specific details of this engagement with third parties, except as may be required to perform the services outlined in Addendum I;
- Subcontractor will keep FTP and its Client apprised on any and all work the Subcontractor is involved in;
- Either party has the right to terminate this subcontract with 10 days written notice to the other party.

III. Payment Terms

FTP agrees to pay Subcontractor a monthly retainer fee for professional services of $9,500 per month. This agreement will begin on August 1, 2022 and end on December 31, 2022.

The retainer fee includes ordinary and customary out-of-pocket expenses (principally for local travel, business entertainment, long distance telephone and other communications,

postage document reproduction and other expenses). Any additional expenses (i.e., out-of- town travel) incurred with Client approval will be billed monthly and shall be reimbursed promptly upon submission of a monthly statement to Client.

Subcontractor shall provide FTP with an invoice no later than five business days following the end of each contracting period which sets forth (1) a summary of the

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services rendered, and related fees incurred during that month, (2) identification of Client providing services on and (3) a detailed listing of all costs incurred during that month, for which payment is requested. Invoices must be sent to AP@forbes-tate.com.

Additionally, the Subcontractor acknowledges and agrees that, notwithstanding anything in this agreement to the contrary:

(i) Company, as agent on behalf of Hydro-Quebec (HQ) ("Client"), with Client's consent, is procuring and engaging Consultant [Subcontractor] to provide the Consulting Services [Subcontractor Deliverables] to Company (as agent on behalf of Client);

(ii) Consultant [Subcontractor], not Company, shall be responsible for the performance and delivery of such Consulting Services [Subcontractor Deliverables] to, or for the benefit of, Client;

(iii) a portion of the fees paid by Client to Company equal to the Consulting Fee [Subcontractor Deliverable Fee] shall be collected by Company as agent on behalf of Consultant [Subcontractor], and Company shall remit such portion to Consultant [Subcontractor] upon Company's receipt of such payment by Client; and

(iv) Client, not Company, shall be responsible for the payment of such Consulting Fee [Subcontractor Deliverable Fee] to, or for the benefit of, Consultant [Subcontractor]; provided that Company shall remit such payment to Consultant [Subcontractor] upon receipt from Client."

IV. Conflicts of Interest

Subcontractor affirms there are no conflicts of interest or other circumstances, which will interfere with its performance of the consulting services contemplated under this subcontract, and that if such conflicts or circumstances arise, the Subcontractor will inform FTP promptly.

V. Indemnification

Subcontractor shall indemnify and hold harmless FTP, its parent, subsidiaries, affiliates and authorized representatives from and against any and all liabilities, losses, claims, demands, actions, judgments, costs, and expenses asserted by third parties including but not limited to reasonable attorney's fees, arising out of or resulting from Subcontractor's fraud, willful misconduct, gross negligence or a material breach of this agreement. FTP shall indemnify and hold harmless Subcontractor and its affiliated companies from and against any and all liabilities, losses, claims, demands, actions, judgments, costs, and expenses asserted by third parties including but not limited to reasonable attorneys' fees, arising out of or resulting from FTP's fraud, willful misconduct, gross negligence or a material breach of this agreement.

Received by NSD/FARA Registration Unit 09/23/2022 1:51:47 PM

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If the terms above are satisfactory, please sign and return the enclosed copy of this letter to FTP. We look forward to working with you on this project.

Agreed and accepted this August 1, 2022.

Park Strategies, LLC
Christopher P. D'Amato
Executive Vice President &
General Counsel, Partner

FORBES TATE PARTNERS, LLC
Zachary Williams
Managing Partner

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ADDENDUM I

Subcontractor will secure grassroots/grasstops advocates, stakeholders, and organizations to share messaging through the following deliverables outlined below in **advocacy and assist with earned/social media and activities** menu below.

Advocacy activities:

- Maintain and establish relationships with key policymakers in the state.
- Work with local Influencers/advocates and client to participate in meetings or hearings with elected officials.
- Provide updates to elected officials on activities of the client and project in the state

Earned/social media activities:

- Assist with identifying influencers for Opinion editorials and Letters to the Editor
- Assist in the amplification of research, events and other coalition activity
- Assists third party amplification of media content on social promoting HQ

Misc. activities:

Monitoring: Monitor state political, media, and events and flag for FTP, engaging advocates to attend and engage as applicable

Reporting requirements:

- Real-time reporting of completed media deliverables
- Weekly report of outreach, contacts, and deliverables
- Weekly conference call to provide updates and clarify questions and needs

All reports and questions should be directed to the FTP team

**Please note that all activities discussed here in Addendum I are subject to New York's COVID-19 rules and will be adjusted to accommodate.*

Received by NSD/FARA Registration Unit 09/23/2022 1:51:47 PM

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8/12/2022

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8/09/2022

FORBES | TATE
PARTNERS

Patrick Hynes
Founder
Hynes Communications
PO Box 4097
Portsmouth NH 03802-4097

Subject: Engagement as subcontractor to Forbes Tate Partners, LLC

Dear Mr. Hynes,

The purpose of this letter is to confirm the engagement of Hynes Communications ("Subcontractor") as a subcontractor to Forbes Tate Partners, LLC ("FTP") ("Company") to supply consulting services/writing and content for Hydro-Quebec (HQ) ("Client") for work in the state of New York.

I. Services

Subcontractor agrees to perform all services generally performed by the Subcontractor in Subcontractor's line of business, including, but not limited to, as outlined below. Michael Pepe at FTP will be the primarily point of contact for Subcontractor.

II. Independent Subcontractor

FTP and the Subcontractor agree to the following:

- Subcontractor agrees to enter into a confidential relationship with FTP and agrees not to disclose the specific details of this engagement with third parties, except as may be required to perform the services outlined in Addendum I;
- Subcontractor will keep FTP and its Client apprised on any and all work the Subcontractor is involved in;
- Either party has the right to terminate this subcontract with 10 days written notice to the other party.

III. Payment Terms

FTP agrees to pay Subcontractor a monthly retainer fee for professional services of $6,000. This agreement will begin on August 15, 2022 and end on December 31, 2022.

The retainer fee includes ordinary and customary out-of-pocket expenses (principally for local travel, business entertainment, long distance telephone and other communications,

postage document reproduction and other expenses). Any additional expenses (i.e., out-of- town travel) incurred with Client approval will be billed monthly and shall be reimbursed promptly upon submission of a monthly statement to Client.

Received by NSD/FARA Registration Unit 09/23/2022 1:51:47 PM

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Subcontractor shall provide FTP with an invoice no later than five business days following the end of each contracting period which sets forth (1) a summary of the services rendered, and related fees incurred during that month, (2) identification of Client providing services on and (3) a detailed listing of all costs incurred during that month, for which payment is requested. Invoices must be sent to AP@forbes-tate.com.

Additionally, the Subcontractor acknowledges and agrees that, notwithstanding anything in this agreement to the contrary:

(i) Company, as agent on behalf of Hydro-Quebec (HQ) ("Client"), with Client's consent, is procuring and engaging Consultant [Subcontractor] to provide the Consulting Services [Subcontractor Deliverables] to Company (as agent on behalf of Client);

(ii) Consultant [Subcontractor], not Company, shall be responsible for the performance and delivery of such Consulting Services [Subcontractor Deliverables] to, or for the benefit of, Client;

(iii) a portion of the fees paid by Client to Company equal to the Consulting Fee [Subcontractor Deliverable Fee] shall be collected by Company as agent on behalf of Consultant [Subcontractor], and Company shall remit such portion to Consultant [Subcontractor] upon Company's receipt of such payment by Client; and

(iv) Client, not Company, shall be responsible for the payment of such Consulting Fee [Subcontractor Deliverable Fee] to, or for the benefit of, Consultant [Subcontractor]; provided that Company shall remit such payment to Consultant [Subcontractor] upon receipt from Client."

IV. Conflicts of Interest

Subcontractor affirms there are no conflicts of interest or other circumstances, which will interfere with its performance of the consulting services contemplated under this subcontract, and that if such conflicts or circumstances arise, the Subcontractor will inform FTP promptly.

V. Indemnification

Subcontractor shall indemnify and hold harmless FTP, its parent, subsidiaries, affiliates and authorized representatives from and against any and all liabilities, losses, claims, demands, actions, judgments, costs, and expenses asserted by third parties including but not limited to reasonable attorney's fees, arising out of or resulting from Subcontractor's fraud, willful misconduct, gross negligence or a material breach of this agreement. FTP shall indemnify and hold harmless Subcontractor and its affiliated companies from and against any and all liabilities, losses, claims, demands, actions, judgments, costs, and expenses asserted by third parties including but not limited to reasonable attorneys' fees, arising out of or resulting from FTP's fraud, willful misconduct, gross negligence or a material breach of this agreement.

If the terms above are satisfactory, please sign and return the enclosed copy of this letter to FTP. We

Received by NSD/FARA Registration Unit 09/23/2022 1:51:47 PM

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8/09/2022

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look forward to working with you on this project.

Agreed and accepted this August 15, 2022.

Patrick Hynes
Hynes Communications
Founder

FORBES TATE PARTNERS, LLC
Zachary Williams
Managing Partner

ADDENDUM I

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