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

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant	2. Registration No.
APCO Worldwide LLC 1299 Pennsylvania Ave NW, Suite 300 Washington, D.C. 20004	6582

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Thanathorn Juangroongruangkit	157 Lake Side Villa 2 Khwaeng Dokmai Prawet District Bangkok, Thailand 10260

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

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☒ Individual-State nationality Thailand

6. 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 deals

N/A

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

a) Principal address
N/A

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

c) Principal aim 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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8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Mr. Thanathorn Juangroongruankit is a Member of Parliament in the Thailand House of Representatives and the leader of the Future Forward Party, a political party in Thailand.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒

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

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
July 03, 2019	Margery Kraus, Founder and Executive Chairman	/s/ Margery Kraus eSigned

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
APCO Worldwide LLC	6582

3. Name of Foreign Principal

Thanathorn Juangroongruangkit

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

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

Registrant shall provide stakeholder engagement and strategic communications services for the foreign principal within the United States to foster better awareness in the United States of the political and social landscape in Thailand for a fixed monthly fee of $10,000 plus reimbursement of expenses. A copy of Registrant's agreement is attached.

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

Registrant shall provide stakeholder engagement and strategic communications services for the foreign principal within the United States to foster better awareness in the United States of the political and social landscape in Thailand.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant's activities will include communications on behalf of the foreign principal within the United States to media and other organizations to foster better awareness in the United States of the political and social landscape in Thailand.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
July 03, 2019	Margery Kraus, Founder & Executive Chairman	/s/ Margery Kraus eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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Thanathorn Juangroongruangkit ("Client")

157 Lake Side Villa 2 Khwaeng Dokmai Prawet District Bankok,Thailand 10260

Re: Short Form Engagement Agreement ("Agreement")

Dear Mr. Juangroongruangkit:

We are pleased that you have selected APCO Worldwide LLC ("APCO") to provide the following scope of work ("Services") during the Term:

- Mutually agreed amount of stakeholder engagement and strategic communications services within the United States to foster better awareness in the United States of the political and social landscape in Thailand.

From July 1st, 2019 ("Effective Date") until December 31st, 2019 ("Term"), APCO shall provide the Services for a fixed monthly fee of USD $10,000.00 ("Monthly Fee"), plus value added or other indirect taxes, if applicable, to be paid by Client, monthly in advance. An invoice for the first monthly installment of the Monthly Fee, plus value added or other indirect taxes, if applicable, is attached and shall be paid by Client upon execution of this Agreement.

Client shall reimburse APCO for actual, reasonable out-of-pocket expenses ("OOPs") incurred in APCO's performance of this Agreement, including, without limitation, expenses for consultants, external printing and production, special periodicals or other materials, production of collateral materials, filing fees, pay-for-use databases and travel, parking and meal expenses. Any OOPs not prepaid by the Client or paid directly to the applicable vendor by the Client shall be subject to a processing fee of 17.65% to cover the administrative costs of managing such expenses on the Client's behalf. APCO shall invoice such OOPs monthly in arrears, provided, that if any single expense in excess of $5,000 or expenses in excess of $15,000 in any given month is anticipated, Client shall prepay such anticipated expenses.

If the foregoing reflects your understanding, please execute this Agreement for our files and send to APCO the payment specified in the attached invoice. The attached terms and conditions in Exhibit A form a part of, and apply to, this Agreement. Thank you for choosing APCO. We look forward to working with you and your team.

AGREED AND ACCEPTED:

APCO Worldwide LLC

By: Evan Kraus
Evan Kraus (Jul 3, 2019)

Name: Evan Kraus

Title: President and MD of Operations

Thanathorn Juangroongruangkit

By: _____

Name: _____

Title: _____

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EXHIBIT A

Standard Terms and Conditions

1. Scope of Work; Staffing

Should the Services as described in this Agreement change in any material way, an adjustment to APCO's fees and promised delivery dates may be required. APCO undertakes to advise Client promptly should any such adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the Agreement. In order to facilitate changes in Client's priorities as the Services as performed, the parties may mutually agree in writing to remove any part of the Services in exchange for the performance of scope of work outside of the Services with an equivalent value as determined by APCO in its reasonable discretion. APCO may, from time to time and in its discretion, augment the staff assigned to perform the Services as needed.

2. Fees, Invoicing, and Taxes

Client shall pay the professional fees as set forth in the Agreement.

If any taxes are required to be deducted or withheld from any payments made by Client to APCO hereunder, then Client shall (i) withhold or deduct the required amount and promptly pay such taxes to the applicable tax authority, and (ii) pay additional amounts to APCO so that the net amount actually received by APCO after such withholding or deduction or tax is equal to the amount that APCO would have received had no such withholding or deduction been required or tax been imposed. For the avoidance of doubt, all amounts (fees, disbursements, OOPs, and any other charges) are exclusive of value added taxes or other indirect taxes including, without limitation, India service tax and Chinese taxes and surcharges and such taxes and surcharges shall be paid by Client concurrently with such amounts.

Except as otherwise set forth in the Agreement, all invoices submitted by APCO to Client shall be due and payable within thirty (30) days of receipt of the invoice. Client shall send all invoicing instructions to APCO including, without limitation, providing an e-mail address, purchase order (if applicable), or other electronic submissions instructions for APCO to send its invoices upon execution of this Agreement. On a quarterly basis, the parties will seek to review the Services and budget to ensure alignment on these terms and to identify new opportunities. Client shall give APCO written notice of any dispute with an invoice within ten (10) days of receipt of such invoice explaining in reasonable detail the reasons for such dispute or else such invoice shall be deemed undisputed. If APCO receives written notice of any dispute within such period, then a new ten (10) day period for review shall commence upon Client's receipt of the revised invoice and if no written notice of any further dispute explaining in reasonable detail the reasons for such further dispute, then such revised invoice shall be deemed undisputed and such process shall repeat until the invoice is either accepted in writing or deemed undisputed.

3. Term and Termination

This Agreement shall be effective during the Term; provided, however, that either party shall have the right to terminate this Agreement upon the giving of (i) 60 days' prior written notice to the other party if the Term is six months or greater, (ii) 30 days' prior written notice to the other party if the Term is less than six months, or (iii) 10 days' prior written notice to the other party if the Term is one month or less. If this Agreement is terminated in advance of its scheduled completion, Client shall pay to APCO, upon receipt of an invoice, any and all amounts earned and/or incurred by APCO in connection with the Services pursuant to this Agreement up to the time of its termination.

4. Confidentiality

APCO shall maintain in confidence all information and data relating to Client, its services, products, business affairs, marketing and promotional plans or other operations which are disclosed to APCO by or on behalf of Client (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by APCO from Client, or any of its affiliated companies, or created in the course of this Agreement. APCO shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without Client's prior written consent, disclose such information to any third-party nor use it for any other purpose. The above obligations of confidentiality shall not apply to the extent that APCO can show that the relevant information: (i) was at the time of receipt already in APCO's possession; (ii) is, or becomes in the future, public knowledge through no fault or omission of APCO; (iii) was received from a third-party having the right to disclose it; or (iv) is required to be disclosed by law. Notwithstanding anything to the contrary, APCO shall have the right to disclose Client's name and the general nature of APCO's work for Client in pitches and business proposal and in any reports or disclosures filed by pursuant to a code of conduct for political consultants or public affairs professionals or in accordance with any transparency efforts that APCO is a party to. Client acknowledges that APCO will file a copy of this Agreement with the U.S. Department of Justice in accordance with the Foreign Agents Registration Act, 22 U.S.C. § 611 et seq, ("FARA") and will make all filings and disclosures as are necessary under FARA.

5. Limitation of Liability

Neither party will be liable for consequential, indirect or punitive damages (including lost profits) for any cause of action, whether in contract, tort or otherwise, even if the party was or should have been aware of the possibility of these damages. Except in the event of gross negligence or willful misconduct, to the maximum extent permitted by law, each party's respective maximum liability to each other in any manner related to this Agreement, for any and all claims, whether arising in contract, tort, strict liability, or by law, shall not in the aggregate exceed the amounts payable to APCO by Client under this Agreement.

6. Governing Law

If APCO is a U.S. company, then this Agreement shall be governed by and construed and interpreted in accordance with the laws of New York. If APCO is company organized under the laws of Israel, the Russian Federation, United Kingdom, Germany, Italy, France, Belgium, Poland, or Switzerland, then this Agreement shall be governed by and construed and interpreted in accordance with the laws of England and Wales. If APCO is a company organized under the laws of the United Arab Emirates, the Kingdom of Saudi Arabia or the Kingdom of Bahrain, then this Agreement shall be governed by and

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construed and interpreted in accordance with the laws of the United Arab Emirates. If APCO is a company organized under the laws of the People's Republic of China, then this Agreement shall be governed by and construed and interpreted in accordance with the laws of the People's Republic of China. Except as set forth in this Section 6, if APCO is a company organized under the laws of India, Hong Kong, Singapore, Vietnam, Malaysia, Thailand, or Japan, then this Agreement shall be governed by and construed and interpreted in accordance with the laws of Singapore.

7. Dispute Resolution

Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity, or enforceability thereof ("Dispute"), shall be referred to and finally resolved by arbitration. If APCO is a U.S. company, then (i) any such Dispute shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures in effect at the time of arbitration, except as they may be modified herein and (ii) the seat, or legal place, of the arbitration shall be New York, NY and shall be conducted in the English language. If APCO is company organized under the laws of Israel, the Russian Federation, United Kingdom, Germany, Italy, France, Belgium, Poland, or Switzerland, then (i) any such Dispute shall be referred to the London Court of Arbitration ("LCIA") and shall be resolved by the LCIA Rules in effect at the time of arbitration, except as they may be modified herein and (ii) the seat, or legal place, of the arbitration shall be London, United Kingdom and shall be conducted in the English language. If APCO is a company organized under the laws of the United Arab Emirates, the Kingdom of Saudi Arabia, or the Kingdom of Bahrain, then (i) any such Dispute shall be referred to the DIFC-LCIA Arbitration Centre ("DIFC") and shall be resolved by the Arbitration Rules of the DIFC in effect at the time of arbitration, except as they may be modified herein and (ii) the seat, or legal place, of the arbitration shall be the DIFC/Dubai International Financial Centre and shall be conducted in the English language. If APCO is a company organized under the laws of the People's Republic of China, then (i) any such Dispute shall be submitted to the China International Economic and Trade Arbitration Centre ("CIETAC") and shall be resolved by the rules of the CIETAC in effect at the time of applying for arbitration, except as they may be modified herein and (ii) the seat, or legal place, of the arbitration shall be Beijing and shall be conducted in the English language. If APCO is a company organized under the laws of India, Hong Kong, Singapore, Vietnam, Malaysia, Thailand, or Japan, then (i) any such Dispute shall be referred to the Singapore International Arbitration Centre ("SIAC") and shall be resolved by the Arbitration Rules of the SIAC in effect at the time of arbitration, except as they may be modified herein and (ii) the seat, or legal place, of the arbitration shall be Singapore and shall be conducted in the English language.

The arbitration shall be conducted by one arbitrator for any Dispute equal to or less than USD $250,000 and by three arbitrators for any Dispute greater than USD $250,000. The arbitrators shall be impartial and independent. The arbitration award shall be final and binding on the parties, and the parties undertake to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant party or its assets. The time limit within which the arbitral tribunal must render its final award is 30 days. Such time limit shall start to run from the later of the date of the last hearing or the final post-hearing submission. The tribunal shall inform the parties in writing when it considers the proceedings closed. The arbitrators shall award to the prevailing party its costs and expenses of the arbitration, including its reasonable legal fees and other costs of legal representation, as determined by the arbitrators. If the arbitration is held in the United States, the parties shall not seek discovery for purposes of the arbitration proceeding under 28 U.S.C. 1782. The parties hereby irrevocably waive any defense on the basis of forum non conveniens in any proceedings to enforce an arbitration award rendered by a tribunal constituted pursuant to this Agreement. If the arbitration is held in the United Kingdom, the parties expressly agree that leave to appeal under section 69(1) or an application for the determination of a preliminary point of law under section 45 of the Arbitration Act 1996 may not be sought with respect to any question of law arising out of an award or in the course of the proceedings. The parties waive their right to any form of recourse based on grounds other than those contained in the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 insofar as such waiver can validly be made. The parties agree that the arbitration shall be kept confidential. The existence of the arbitration, any non-public information provided in the arbitration, and any submissions, orders or awards made in the arbitration ("Confidential Arbitration Information") shall not be disclosed to any non-party except the tribunal, the parties, their counsel, experts, witnesses, accountants, auditors, insurers, reinsurers, and any other person necessary to the conduct of the arbitration. Notwithstanding the foregoing, a party may disclose Confidential Arbitration Information to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision shall survive the termination of this Agreement and of any arbitration pursuant to this Agreement. To the fullest extent permitted by law, Client hereby irrevocably waives any claim to sovereign or any other immunity in regard to any proceedings to enforce an arbitration award rendered by a tribunal constituted pursuant to this Agreement, including, without limitation, immunity from suit, immunity from service of process, immunity from jurisdiction of any court, and immunity of its property and revenues or from attachment or sequestration before or after judgment.

8. General

Neither party shall be liable to the other party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife or any other cause beyond a party's reasonable control. Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received. All of the provisions contained in the standard terms and conditions set forth in this Exhibit A and the financial

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terms set forth in this Agreement shall continue notwithstanding the termination or expiration of the Agreement.

9. Personal Data

For purposes of this Agreement, "EU Personal Data" is defined as data about an identified or identifiable individual residing in the European Union, received by APCO from Client and recorded in any form and "Personal Data" is defined as data about an identified or identifiable individual, received by APCO from the Client and recorded in any form. The parties hereby agree that no EU Personal Data is to be transferred or processed by APCO in connection with the Services under this Agreement and APCO shall be indemnified from any loss related thereto or any breach of any the provisions of this Section 9.

If APCO is to provide or provides any services on any social media or digital platforms or services, Client hereby authorizes APCO to act as its agent to enter into and agree to all terms in user or other agreements with social media and digital platforms or services including, without limitation, Facebook, Twitter, YouTube, and Instagram ("Digital Platforms") on Client's behalf in order to perform the Services and to disclose and use Personal Data on such Digital Platforms. Client represents and warrants that (i) all Personal Data will be offered, collected, processed, and handled in all respects in compliance with all applicable laws, regulations, and industry guidelines, (ii) Client will obtain all necessary rights, permissions, and consents in order to provide, share, process, or otherwise disclose the Personal Data, and (iii) none of the Personal Data will include any individual who has opted out of having their data used for targeted advertising or marketing.

10. Entire Agreement

This Agreement constitutes the entire and only agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written agreement signed by the parties. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

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