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OMB No. 1124-0004; Expires July 31, 2023

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
Ruder Finn, Inc.	6840

3. Name of Foreign Principal
Huawei Technologies USA, Inc.

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? 01/05/2023

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

Ruder Finn, Inc. has entered into a Services Agreement with Futurewei Technologies, Inc., an affiliate of Huawei Technologies USA, Inc. Our activities to support Huawei's communications in the US market are governed by the Futurewei Services Agreement. We are performing on behalf of Huawei in light of the definition "Affiliate" and use of the word "Company" in the Futurewei Services Agreement

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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.

Support Huawei's communications in the U.S including strategic counsel, media relations, analyst relations, data insights, content strategy and policy communications

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.

Provide strategic counsel, media relations, analyst relations, data insights, content strategy and policy communications

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

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
01/17/2023	Ian Glover	/s/Ian Glover

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EXECUTION

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Date	Printed Name	Signature
1/17/2023	Ian Glover	

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Futurewei Technologies, Inc.
SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into as of the later of the two signature dates below ("Effective Date"), by and between Futurewei Technologies, Inc., with a principal place of business at 2220 Central Expressway Santa Clara, CA 95050 ("Company") and Ruder Finn, Inc., a business entity having an address of 425 East 53rd Street, New York, NY, 10022 ("Contractor").

RECITALS:

A. The Company is a U.S. research and development company, affiliate of Huawei Technologies Co., Ltd. The Company and the Contractor desire to enter into an arrangement as separate, independent parties, with neither having authority or the right to control the method and manner of work of the other, for the services or project described in the Statement of Work on Schedule A attached hereto and incorporated herewith.

B. The Contractor desires to provide the Services to the Company, and the Company desires to retain the Contractor to perform the Services, as further provided and upon the terms set forth herein and in the Statement of Work on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the foregoing and the covenants and provisions set forth in this Agreement, the Company and the Contractor hereby agree as follows:

1. Affiliates.

   An "Affiliate" means any entity, joint venture, or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with, a Party. Except as otherwise indicated in this Agreement, "Company" shall also include all Affiliates of Company.

2. Services Provided by Contractor.

   Contractor shall provide Company with services as specified in the Statement of Work ("SOW") attached hereto as Schedule A, and/or as specified in any subsequent, mutually agreed written Statements of Work which are specifically incorporated as part of this Agreement ("Services"). Contractor acknowledges and agrees that (i) it has represented to Company that it has the necessary expertise to perform the Services, and the necessary skill, means of performance and financial resources for the successful completion of the Services as set forth in the SOW, and (ii) Company is relying on such representations in entering into this Agreement. In the event of a conflict between the terms of a SOW and this Agreement, this Agreement will take precedence with the exception of pricing terms, which will be provided in the SOW and will take precedence if there is a conflict between pricing-related terms in this Agreement and the SOW.

3. Fees, Expenses, and Payment.

   a. Fees. Subject to the requirements of this Agreement, Company shall: (i) pay Contractor as set forth in the SOW; (ii) reimburse Contractor for all expenses actually incurred in connection with its performance of the Services to the extent set forth in a written budget approved, in advance in the relevant SOW and as provided in Section 3(b), below; and (iii) pay Contractor all undisputed invoices for the Services within thirty (30) days after the date of each invoice (provided that Contractor has included with such invoice all necessary and appropriate back-up documentation substantiating all fees and costs in the invoice, including documentation indicating acceptance of the respective Deliverables) or Company's use of Deliverables, or, acceptance of Deliverables as described in Section 7 (Deliverables; Acceptance of Deliverables) below, whichever is later. All payments shall be in U.S. dollars. Company is responsible for all taxes and fees imposed on or with respect to the Services, excluding those based on Contractor's income. The originals of all invoices and related back-up documentation shall be sent to the Administrative Contact at the address specified in Section 23(d), with true and correct copies of each such invoice and all back-up documentation sent to the Company's Technical Contact listed in Section 23(d). Company shall have the right to withhold payment for that portion of an invoice as to which there exists a bona fide dispute; provided, however, that

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Company and Contractor shall each make all reasonable efforts to resolve such dispute expeditiously, including where appropriate the dispute resolution process set forth herein. The fees set forth in the SOW, and any pre-approved expenses as defined in Section 3(b) below, constitute Contractor's entire remuneration for its performance of the Services. Contractor will not be reimbursed for any amounts incurred in connection with the performance of any Services in excess of such amounts or for any unapproved expenses incurred.

b. Expenses. Contractor will be solely responsible for the payment of taxes based on its income, as well as all withholding or other taxes related to its employees or contractors, and expenses incurred by any of its employees or agents in connection with performing the Services or otherwise performing its obligations under this Agreement. In accordance with the relevant SOW Contractor shall advise Company of all projected related out-of-pocket costs, in advance, for Company's prior written approval. Company will compensate Contractor for all reasonable, pre-approved travel (for air travel, this includes Economy Class fares only), meal, accommodation and other related out-of-pocket expenses actually incurred by Contractor in connection with the performance of the Services for the relevant SOW. Reimbursable travel expenses are less any and all related discounts, rebates, commissions, differentials, and similar items paid or allowed by a third party to Contractor. Company will not reimburse for expenses related to the cost of doing business (e.g., local telephone, fax, duplicating, postage, and other like charges incurred during the normal conduct of business) except costs for shipping of materials. In no event will Company pay hourly rates for any travel time of any of Contractor Personnel. Contractor agrees to use reasonable efforts to mitigate its expenses. Company will not be liable for expenses (i) incurred in excess of the approved amounts, or (ii) that are not substantiated with an original itemized receipt.

c. Purchase Order. CONTRACTOR EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT SHALL NOT PERFORM ANY SERVICES HEREUNDER UNLESS AND UNTIL CONTRACTOR HAS BEEN INSTRUCTED IN WRITING BY THE COMPANY TO PERFORM SERVICES EITHER BY i) HAVING AN EXECUTED SOW OR ii) THE COMPANY ISSUING A PURCHASE ORDER.

d. Invoicing. Contractor shall submit invoices in writing or via electronic mail to the address or contact specified on the Company Purchase Order.

4. Contractor Personnel.

a. Company shall have the right to review any Contractor personnel, including its employees and subcontractors (collectively, "Contractor Personnel") assigned to perform any Services under the SOW. Contractor agrees to have taken all required actions to ensure that Contractor Personnel is authorized to do business under state and federal law(s) and is authorized to work in the United States. Company has a further right to reject any personnel or request a replacement for any non-qualified personnel under any particular SOW(s). Notwithstanding any of the foregoing, in the event that the Contractor, with the Company's approval, engages a third party, such as a spokesperson, data provider, or other supplier to provide services or goods in connection with this Agreement, but ancillary to those being provided by the Contractor directly ("Third Party Suppliers"), the Contractor will use commercially reasonable efforts to guard against any loss to the Company through the failure of such Third Party Suppliers to properly execute their commitments, but in no event shall the Contractor be held responsible for any such failure, unless due to the Contractor's negligence or willful misconduct. For the avoidance of doubt, "Third Party Suppliers" do not constitute "Contractor Personnel".

b. If Contractor Personnel will be on site or if Contractor Personnel requires access to Company assets, Contractor agrees that Contractor Personnel shall be subject to Company's onboarding and offboarding processes.

c. Export/Import. If relevant to the SOW, Contractor is responsible for showing Company proof it complies fully with all local, state and Federal Export/Import rules and regulations.

d. Contractor further agrees that Contractor Personnel may be subject to export license requirements and will cooperate with Company in obtaining a license, if necessary. Should a license be necessary but unobtainable, Company shall have the right to request that this Contractor Personnel be replaced immediately upon receipt of notice. Company shall also have the right to request that any Contractor Personnel be removed immediately upon receipt of notice, if any such person fails or refuses to perform the Services in a timely,

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professional and competent manner, and/or as otherwise required by the SOW(s). In such event, the Contractor shall replace the removed person with new Company-approved Contractor Personnel as soon as reasonably practical.

5. Independent Contractor Status. The Contractor is associated with the Company only for the purposes and to the extent set forth in this Agreement, and the Contractor's relation to the Company shall, during the time the Contractor is providing the Services to the Company, be that of an independent contractor only.

   a. The Contractor understands and agrees that Contractor shall not be considered under the provisions of this Agreement or otherwise as having an employee status. Nothing contained in this Agreement shall be construed directly or indirectly as creating an employer-employee, partnership, joint venture or agency relationship between the Company and the Contractor. The Contractor and the Company acknowledge and agree that the Contractor reserves full control of its activities as to the manner and selection of methods with respect to performing the Services, and be solely responsible for supervising its own employees, agents or consultants if any.

   b. The Contractor shall not enter into any contract or commitment in the name of or on behalf of the Company or bind the Company in any respect whatsoever, unless the Company provides written authorization via applicable SOW for the Contractors to act as its agent for the purpose of procuring services with a Company-approved Third Party Supplier. Contractor may perform the services required by this Agreement at any place or location and at such times as Contractor shall determine. Contractor agrees to provide its own tools and instrumentalities, if any, required to perform the services under this Agreement.

6. Taxes and Benefits. The Contractor is not entitled to, and the Company shall not make any applicable deductions or withholding for, unemployment insurance, health care insurance, workers' compensation, or any other benefits. To the extent not correctly maintained, the Contractor shall apply for and obtain, in its own name, an Employer Identification Number from the Internal Revenue Service, CA State Franchise Board, and the Contractor shall be solely responsible for any and all applicable tax remittances.

7. Deliverables; Acceptance of Deliverables. "Deliverables" means all documents, reports, summaries, schedules, plans, notes, supporting materials, project data, recommendations, drawings, software (in executable and source code forms) and other similar works of authorship specifically developed for Company as defined in the applicable SOW(s), whether in hard copy or electronic form, to be provided by Contractor to Company or prepared by Contractor for Company pursuant to the terms of this Agreement and any SOW issued hereunder. The procedure for acceptance or rejection of a Deliverable shall be as defined in the applicable SOWs attached to this Agreement.

8. Insurance. The Contractor agrees to maintain during the term of this Agreement and at the Contractor's expense, insurance coverage for Contractor's health, life, liability, accident, injury and other coverage(s) required by any local, state or federal law(s) necessary and required in conducting the Contractor's business, in each case providing that the insurer gives the Company one (1) month written notice of any change in or cancellation of such insurance coverage. At the Company's request, the Contractor will provide of insurance certificates evidencing that the Contractor has the required insurance coverage(s).

9. Non-Disclosure.

   a. By virtue of its Services at the Company, the Contractor may have access to confidential, proprietary, and highly sensitive non-public information relating to the business of the Company or any of its subsidiaries or affiliated companies and which is a competitive asset of the Company ("Proprietary Information"). Such Proprietary Information includes all non-public information which relates to the business of the Company, which is, has been or will be disclosed to the Contractor orally or in writing by the Company or obtained by virtue of services performed for the Company, is or was developed by the Company, and is not generally available to or known by individuals or entities within the industry in which the Company is or may become engaged or readily accessible by independent investigation. The Proprietary Information sought to be protected includes, without limitation, information pertaining to: (i) the identities of customers and clients that the Company does or seeks to do business with, as well as the point-of-contact persons and decision-makers at these customers and clients, including their names, addresses, e-mail addresses and positions; (ii) the past or present purchasing history and the past and/or current job requirements of each past and/or existing customer and client; (iii) the volume of business and the nature of the business relationship between

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the Company and its customers and clients; (iv) the pricing of the Company's products or services, including any deviations from its standard pricing for particular customers and clients; (v) the Company's business plans and strategy; (vi) information regarding the Company's employees, including their identities, skills, talents, knowledge, experience, and compensation; (vii) the Company's financial results and business condition; (viii) computer hardware and software developed by the Company and tailored to the Company's needs by its employees, independent contractors, consultants or vendors; (ix) information relating to the Company's vendors or other key suppliers; (x) any past or present merchandise or supply sources in the future; (xi) system designs, procedure manuals, automated data programs, reports, personnel procedures, and supply and service resources; and (xii) technical or non-technical information of the Company, including, without limitation, copyrights, trade secrets, methods, ideas, concepts, designs, inventions, know-how, processes, software source documents and formulae related to the current, future and proposed products and specifications and engineering statements. Proprietary Information may be contained on the Company's computer network, in computerized documents or files, or in any written or printed documents, including any written reports summarizing such information.

b. The Contractor acknowledges that the Company's Proprietary Information may be disclosed to the Contractor throughout its Services at the Company in order to enable the Contractor to perform its Services for the Company. In addition, the Contractor acknowledges that the unauthorized disclosure of Proprietary Information could place the Company at a competitive disadvantage. Consequently, the Contractor agrees not to use, publish, disclose or divulge, directly or indirectly, at any time, any Proprietary Information for its own benefit or for the benefit of any person, entity, or corporation other than the Company, to any person who is not a current employee of the Company, without the express, written consent of the Company and except in the performance of the Services assigned to him, her, or it by the Company.

c. The Contractor further understands and agrees that its obligations under this Section are in addition to, and not in limitation or preemption of, all other obligations of confidentiality which he, she, or it may have to the Company under general legal or equitable principles, or other policies implemented by the Company.

d. The Contractor further agrees that he, she, or it will not utilize or infringe upon any intellectual property rights from any previous or current employer in providing services hereunder. In addition, the Contractor agrees that he, she, or it will not use or disclose the confidential or proprietary information of any third party to whom the Contractor has an obligation of confidentiality in providing services hereunder unless consented to in writing by the third party and specifically and duly authorized by the Company. Any breach of this section will be the sole responsibility of the Contractor and the Company accepts no liability as a result of such breach.

e. The Contractor may disclose Proprietary Information in strict accordance with applicable laws, a judicial or other governmental order, provided that the Contractor (i) to the extent legally permissible, gives the Company reasonable notice prior to such disclosure and offers Company reasonable opportunity to defend against such demand, and (ii) seeks written assurance from the applicable judicial or governmental entity that it will afford the Proprietary Information the highest level of protection afforded under applicable law(s) or regulation(s). If requested by the Company, the Contractor will reasonably cooperate (at the expense of the Company) in opposing such demand.

f. Notwithstanding the above, the Contractor shall not have liability to the Company with regard to any Proprietary Information which the Contractor can prove: (i) was in the public domain prior to the time it was disclosed by the Contractor or has entered the public domain through no fault of the Contractor; (ii) was known to the Contractor, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) was independently developed by the Contractor without the use of or reference to Proprietary Information, as shown by documents and other competent evidence in the Contractor's possession; (iv) is disclosed with the prior written approval of the Company; or (v) becomes known to the Contractor, without restriction, from a source other than the Company without breach of this Agreement by the Contractor and otherwise not in violation of the Company's rights.

10. Conflict of Interest. The Parties understand and agree that the Contractor may represent firms which now or in the future may compete with or have interests adverse to those of the Company. Prior to initiating this agreement, the Contractor has undertaken a conflicts assessment and no conflicts have been identified. The Contractor shall notify and consult with the Company in advance of accepting any matter known by the

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Contractor to be adverse to the Company. If following such consultation, the Contractor, over the Company's objection, decides to accept representation of a firm having interests adverse to the Company, the Contractor shall so notify the Company and the Company may immediately terminate this Agreement. In such event, the Company shall pay the Contractor for Services provided up to the date of termination. The Contractor will make every effort to transfer promptly and efficiently the results of its work and coordinate a transfer of its activities to any other firm chosen by the Company, or to designated persons within the Company.

11. Return of Company Property. The Contractor acknowledges that all memoranda, notes, correspondence, databases, computer discs, computer files, computer equipment and/or accessories, pagers, telephones, passwords or pass codes, records, reports, manuals, books, papers, letters, CD-ROM diskettes, keys, Internet database access codes, client profile data, job orders, client and customer lists, contracts, software programs (including source code), information and records, drafts of instructions, guides and manuals, and other documentation (whether in draft or final form), and other sales, financial or technological information relating to the Company's business, and any and all other documents containing Proprietary Information furnished to the Contractor by any representative of the Company or otherwise acquired or developed by him, her, or it in connection with its association with the Company (collectively, "Recipient Materials") shall at all times be the property of the Company. Within twenty-four (24) hours of the termination of its Services for any reason or upon request by the Company at any time, the Contractor will return to the Company any Recipient Materials which are in its possession, custody or control.

12. Inventions, Ideas/Patentable Inventions. Subject to the Company's payment obligations in this Agreement, the Contractor agrees to disclose, fully and promptly, and only to the Company, all ideas, methods, plans, works of authorship, and other content and materials created or made by the Contractor during the performance of its Services that result from any aid, support, or assistance by the Company or that are created or made during the Contractor's work time with the Company. The Contractor further agrees that any and all paid for work product created or performed by the Contractor while the Contractor is working with or on behalf of the Company, is a "work for hire" under the terms of the United States Copyright Act, and shall be and remain the exclusive property of the Company. Subject to Company's payment obligations under this Agreement, the Contractor hereby assigns any and all rights, title, and ownership interests that he, she, or it may now have or hereafter acquire in or to such work product to the Company. Notwithstanding the foregoing in this Section 12, all materials, rights, data, and intellectual property owned by third parties (such as spokespersons' rights, photography and third party licensed data), whether incorporated into Deliverables, or provided separately, shall remain the sole and exclusive property of such third parties, and the Company agrees to use such third party materials consistent with the applicable license terms provided to the Company.

13. Intentionally omitted.

14. Indemnification.

    a. The Contractor agrees to indemnify and hold the Company harmless from and against, and covenants to defend the Company against, any and all, claims (including any copyright, trademark, or trade secret claims) brought by a third party ("Claims") and resulting losses, damages, costs, penalties, liabilities and expenses, including but not limited to, court costs and reasonable outside attorneys' fees ("Damages") arising from (i) the Contractor's (or its agent's or employee's) negligent acts or willful misconduct; (ii) the Contractor's contractual or employer-employee relationship with its agents or employees; (iii) the payment of any federal income tax, withholding taxes or social security taxes based upon or arising out of the Contractor's association with the Company; (iv) any and all claims for unemployment benefits and/or workers compensation benefits by the Contractor; and (v) any breach of this Agreement by Contractor, including any breach of a representation or warranty made by the Contractor.

    b. The Company agrees to indemnify and hold the Contractor harmless from and against, and covenants to defend the Company against, any and all Claims and resulting Damages arising out of: (i) the Company's negligent acts or willful misconduct; or (ii) any breach of this Agreement by Company including any breach of a representation or warranty made by the Company.

    c. Neither the Company nor the Contractor shall be held liable to the other for indirect, incidental, consequential, special or punitive damages arising in any manner from the activities contemplated by this Agreement, whether under contract, tort, or other cause of action, even if such party has been advised of the possibility of such damages. Each party's liability hereunder shall in no event exceed the amounts

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payable to the Contractor as set forth in the SOW(s) issued for the calendar year in which the applicable claim arises. This limitation on liability shall not apply to indemnity obligations with respect to Claims.

15. Termination. The initial term of this Agreement shall be two (2) years ("Term") commencing on the Effective Date. The Term shall not be extended unless the Company agrees in writing. Notwithstanding the foregoing, either Party may terminate this Agreement at any time, upon written notice, if the other Party materially breaches any of its obligations under this Agreement and such breach is not remedied within thirty (30) days after written notice thereof by the other Party, as described in Section 23(d).

    Company may terminate this Agreement without any reason by giving thirty (30) days' written notice to Contractor. The Contractor may terminate this Agreement without any reason by giving sixty (60) days' written notice to the Company. If Company terminates this Agreement for convenience, it will pay Contractor all undisputed fees and expenses for Services rendered prior to the effect date of termination at the end of the thirty (30) days' written notice, all accepted Deliverables, and a prorated amount for any partially completed Deliverables under the SOW. Upon receipt of any notice of Company's election to terminate this Agreement, Contractor will promptly take all steps necessary and appropriate to mitigate further fees and expenses being incurred. All non-cancelable reservations, contracts and other arrangements authorized by the Company that are still in effect as of the effective date of termination shall be automatically assumed by the Company or its representative and the Contractor shall be released from the duties, obligations and liabilities thereof.

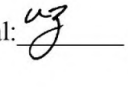
16. Legal Compliance. Each Party agrees that it will fully comply with all applicable local, state and federal laws and regulations in performing its obligations under this Agreement, including without limitation all those pertaining to import and export of technical data, data privacy, employment, labor and equal opportunity, tax, customs, export control, environmental, health and safety and all licensing, permitting and certification requirements. Without limiting the generality of the foregoing requirement, each Party shall at all times comply with the following:

    16.1 Export Control. Each Party agrees that it will not export or re-export, directly or indirectly, any commodities, technology/technical data or software of the Company, or any direct product of that technical data: (i) in violation of the export laws and regulations of the United States, including but not limited to, the United States of America Bureau of Industry and Security Export Administration Regulations and the regulations of the United States of America Treasury Department's Office of Foreign Assets Control or any other relevant national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary export licenses or other approvals; (iii) to any country or national or resident of a country to which trade is embargoed by the United States of America; (iv) to any person or firm identified on any government agency's Restricted Party List, including, but not limited to the United States of America Department of Commerce's Table of Denial Orders or Entities list, or United States of America Treasury Department's list of Specially Designated Nationals; or (v) for use in any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the United States Government by regulation or specific license.

    16.2 FCPA. Each Party shall ensure that it and its employees, subcontractors, agents, and other personnel fully comply with the United States Foreign Corrupt Practices Act ("FCPA") and all anti-corruption laws in all countries in which the Services are performed, and all rules, regulations, orders or directives promulgated thereunder. Each Party shall not attempt to influence any third party or government official through bribes, payoffs, political contributions or kickbacks and shall not maintain slush funds or make payments or give anything of value in any manner that would imply that such illegal payments are made.

    16.3 Gift Rules. Compliance With Gift Rules and Indemnification. Each Party represents and warrants that it has read and understand the rules governing the acceptance of gifts applicable to the United States House of Representatives, United States Senate, and the Executive Branch of the United States Government. Each Party further represents and warrants that it will not give any gifts prohibited by these rules, that it will not give prohibited gifts to anyone on behalf of the other Party and that it will not seek reimbursement from the other Party for gifts. Each Party agrees to indemnify, hold harmless and defend the other Party from any Claim in the event that it breaches this provision.

17. Dispute Resolution. In the event of any controversy or dispute between Company and Contractor arising out of or in connection with this Agreement or any SOW issued hereunder, the Parties shall attempt, promptly and in good faith, to resolve any such dispute by engaging such representatives of each Party as may be appropriate

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in the circumstances. If the Parties are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) business days), then either Party shall submit such controversy or dispute to non-binding mediation in Dallas County, Texas. Each Party shall bear its own expenses in connection with the mediation and share equally the fees and expenses of the mediator. If the dispute cannot be resolved through mediation within a reasonable time, then the Parties shall be free to pursue any right or remedy available to them under applicable law(s). This section shall not be construed to prevent either Party from seeking immediate injunctive or equitable relief in any court of competent jurisdiction.

18. Entire Agreement; Governing Law. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings and agreements between the parties with respect to the subject matter hereof. There are no undertakings, representations, warranties, terms, conditions or collateral agreements, express, implied or statutory, between the parties with respect to the subject matter hereof other than as expressly set forth in this Agreement. This Agreement shall be governed by any construed in accordance with the laws of the State of Texas and the laws of the U.S. applicable therein. The parties agree to submit to the jurisdiction of the state and federal courts located in Dallas County, Texas. In relation to any dispute or other matter arising from this Agreement. In the event of any dispute between the parties arising from this Agreement, the prevailing party shall be entitled to recover from the other its costs and expenses, including without limitation reasonable outside attorneys' fees.

19. Warranty.

    a. The Contractor warrants to the Company that (i) Contractor is authorized to do business under state and federal laws and is authorized to work in the U.S; (ii) Contractor is registered to do business (either in the State or local municipality), has a tax identification number (IRN or social security number), proof of general liability insurance, will submit a properly filed W-9, and will file its own taxes in accordance with being self-employed; (iii) the Services will be performed in a professional and workman like manner and none of such Services nor any part of this Agreement is or will be inconsistent with any obligation the Contractor may have to others; (iv) all work under this Agreement shall be the Contractor's original work and none of the Deliverables or work product will infringe, misappropriate or violate any intellectual property or other right of any person or entity; and (v) Contractor has the full right to allow it to provide the Company with the assignments and rights provided for herein. The warranty in Section 19 (iv) above shall not apply to patents or the following exclusions ("Exclusions"): (a) elements of the Deliverables or work product to the extent provided by the Company; (b) Deliverables or work product modified by the Company after delivery where such infringement would not exist but for such modification; (c) the Company's use of the Deliverables or work product in territories and for purposes other than for which such Deliverables or work product were originally created; or (d) Deliverables or work product used by the Company not in accordance with third party licenses of which the Company is made aware of by the Contractor. Contractor's failure to comply with the requirements in subsections (i) – (v) of this Section 19. will be considered a material breach of this agreement and Contractor will be subject to immediate termination for cause.

    b. The Company warrants to the Contractor that: (i) materials and information provided by the Company do not infringe, misappropriate or violate any intellectual property or other right of any person or entity when used by the Contractor as authorized by the Company; and (ii) it shall cooperate with the Contractor, including, without limitation, by providing the Contractor with all information necessary or appropriate and relevant to the Contractor's performance as reasonably required by the Contractor. Company's failure to comply with the requirements in subsections (i) and (ii) of this Section 19(b). will be considered a material breach of this agreement and Company will be subject to immediate termination for cause

20. Publicity. Neither party will use the name, trade name, trademark or other designation of the other party or its employees in connection with any products, promotion, or advertising, without the prior written permission of an authorized representative of the other party. However, nothing in this Section is intended to restrict either party from disclosing the existence of and nature of this Agreement or any SOW (including the name of the other party) if there is a conflict or legal dispute between the Parties or from including the existence of and nature of this Agreement or any SOW in the routine reporting of a Party's activities, if that Party is a publicly traded company and has reporting requirements.

21. Non-Disparagement. The parties mutually agree to forbear from making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks, derogatory statements or comments made to any party

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with respect to either of them. Further, the parties hereto agree to forbear from making any public or non-confidential statement(s) with respect to any claim or complaint against either party without the mutual consent of the non-disparaging party, to be given in advance of any such statement.

22. Force Majeure.

a. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, pandemic, epidemic, wide-spread communicable disease, failure of transportation or communications or of suppliers or vendors of goods or services, or any other cause beyond the reasonable control of such party.

b. It is acknowledged that the Contractor has no control over information once it has been released to the media or into the public domain. As such, the Contractor shall not be held responsible for any such third party actions or inactions and cannot guarantee the use of any materials by any medium (print or electronic), or ensure the accuracy of what any third party publishes.

23. Miscellaneous.

a. If any provision hereof shall be adjudicated by any court to be invalid or unenforceable, such provision shall be reformed by such court so as to be enforceable to the fullest extent permitted by applicable law(s). Any provision hereof that cannot be so reformed and is thus adjudicated to be invalid or unenforceable shall be deemed deleted from this Agreement in order to render the remainder hereof both valid and enforceable. Any such reformation or deletion shall apply only where the court making such adjudication has jurisdiction.

b. All Exhibits and Schedules are attached hereto are incorporated by reference into this Agreement.

c. This Agreement is personal to the Company, and the Contractor may not assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the Company.

d. Any notice required or permitted under the terms of this Agreement or required by law must be in writing addressed as follows:

If to CONTRACTOR,

Ruder Finn, Inc.
425 East 53rd Street, New York, NY, 10022
Attn: General Counsel

If to COMPANY,

Commercial Contact	Technical Contact
Attn: Vicki Zhou Vicki.zhou@futurewei.com	Attn: Michelle Zhou

Futurewei Technologies, Inc.
2220 Central Expressway
Santa Clara, CA 95050

and must be: (i) delivered in person; (ii) sent by first class registered mail, or air mail, as appropriate; (iii) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address, or (iv) sent via e-mail. Either party may change its designated recipient for notices, and the address for notices, by written notice to the other party. Notices will be considered to have been given (a) at the time of actual delivery in person, (b) if sent via e-mail, the receiving party confirms receipt of the email; (c) three (3) business days after deposit in the mail as set forth above; or (d) 1-day after delivery to an overnight air courier service.

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e. Section headings in this Agreement are for convenience or reference only and shall neither constitute a part of this Agreement nor affect its interpretation.

f. This Agreement may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Agreement has been executed as of the date set forth above.

FUTUREWEI TECHNOLOGIES, INC.

By: Jason Chao
Jason Chao (Jan 5, 2023 15:54 PST)

Print Name: Jason Chao

Title: President

Date: 01/05/2023

RUDER FINN, INC.

By: Ed Sena

Print Name: Ed Sena

Title: SVP, US Finance Director

Date: 01/05/2023

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SCHEDULE A

STATEMENT OF WORK # 1

This Statement of Work # 1 (this "SOW") is made as of the later of the two signature dates below (the "Effective Date") and is entered into by and between Ruder Finn, Inc., having an office at 425 East 53rd Street, New York, NY, 10022 ("Contractor") and Futurewei Technologies, Inc., having an office at 2220 Central Expressway, Santa Clara, CA 95050 ("Company"). Contractor and Company shall collectively be referred to as the "Parties."

RECITALS

WHEREAS, the Parties have entered into a Master Services Agreement (MSA), dated January 5__, 2023.

WHEREAS, the Parties now desire Contractor provide services to Company according to the terms described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

I. Services

Contractor shall provide to Company Services as requested by the Company within the following scope in support of Company's communications in the U.S. market:

- Strategic Counsel
- Media Relations
- Influential Stakeholder (KOL & Media) Mapping and Connecting to Company
- Thought Leadership & Content Strategy, Development and Management
- Others: Issues Management/Crisis Communications
- One Issue management report

II. Term

The Services under this SOW shall commence on 1/5__/2023 and expire on 3/31/2023.

Company may terminate this SOW without any reason by giving thirty (30) days' written notice to Contractor. If Company terminates this SOW for convenience, it will pay Contractor all undisputed fees and expenses under this SOW until the termination date.

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This SOW may be terminated at any time by a written mutual agreement of both Parties.

III. Pricing and Payment Schedule

Contractor should obtain prior written consent from the Company before starting on any Services. Company will be charged on the basis of the Contractor's current hourly rate as approved in advance by the Company. No Additional Services or costs shall be incurred without proper written authorization of Company.

Contractor shall invoice Company for approved out of pocket ("OOP") expenses at the end of the calendar month in which they are incurred. OOP expenses shall be passed through to Company at Contractor's actual cost with no commission or markup applied.
Notwithstanding anything in this SOW to the contrary, the total amount of fees, including Services fees, OOP, third-party costs and all related costs, actually paid to Contractor during this entire SOW's term shall not exceed US$300,000.00.

Contractor will invoice Company at the end of each calendar month for the Services completed in the prior month based upon the actual hours completed based on the current hourly rate and the Contractor's timesheet approved by Company. Payment is due in net thirty (30) calendar days from the invoice date and in accordance with the terms of the MSA.

IV. Third Party Fees/Vendors

Outside supplier costs, production costs, and other services purchased by Contractor, on behalf of or for the benefit of Company, will be billed to Company at net cost and subject to Company's prior approval. Company, at its option, can choose to contract with and pay outside suppliers directly.

In the event that Contractor, with Company's approval, engages a third party, such as a spokesperson, analyst, data provider, or other supplier to provide services or goods in connection with the MSA and this SOW, but ancillary to those being provided by Contractor directly, Contractor will use commercially reasonable efforts to guard against any loss to Company through the failure of such third parties to properly execute their commitments, but in no event shall Contractor be held responsible for any such failure, unless due to the negligent acts of Contractor.

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FUTUREWEI TECHNOLOGIES, INC.

Authorized Signature: Jason Chao
Jason Chao (Jan 5, 2023 15:54 PST)

Name: Jason Chao

Title: President

Date: 01/05/2023

RUDER FINN, INC.

Authorized Signature: Ed Sena

Name: Ed Sena

Title: SVP, US Finance Director

Date: 01/05/2023

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AMENDMENT TO THE SERVICES AGREEMENT
BY AND BETWEEN FUTUREWEI TECHNOLOGIES, INC. AND RUDER FINN, INC.

THIS AMENDMENT TO THE SERVICES AGREEMENT ("**Amendment**") is made effective January 16, 2023 ("**Amendment Effective Date**") by and between Futurewei Technologies, Inc. ("**Company**") and Ruder Finn, Inc. ("**Contractor**").

WHEREAS, Company and Contractor entered into that certain Services Agreement dated January 5, 2023 ("**Agreement**"); and

WHEREAS, Company and Contractor desire to amend certain provisions of the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and conditions of this Amendment, the parties agree as follows:

1. As of the Amendment Effective Date, Section 14. b. of the Agreement is hereby deleted in its entirety and replaced with the following:

> The Company agrees to indemnify and hold the Contractor harmless from and against, and covenants to defend the Contractor against, any and all Claims and resulting Damages arising out of: (i) the Company's negligent acts or willful misconduct; (ii) any breach of this Agreement by Company including any breach of a representation or warranty made by the Company; or (iii) the nature and use of Company's products, services, including without limitation, allegations that Company's products or services are defective, injurious, or harmful.

2. As of the Amendment Effective Date, Section 19. b. of the Agreement is hereby deleted in its entirety and replaced with the following:

> The Company warrants to the Contractor that: (i) materials and information provided by the Company do not infringe, misappropriate or violate any intellectual property or other right of any person or entity when used by the Contractor as authorized by the Company; (ii) it shall cooperate with the Contractor, including, without limitation, by providing the Contractor with all information necessary or appropriate and relevant to the Contractor's performance as reasonably required by the Contractor; and (iii) it shall review and approve the Deliverables and work product in a timely fashion and shall be responsible for ensuring that all product and Company statements, representations, descriptions, disclaimers and claims in Company-approved Deliverables and/or work product are accurate, non-misleading, complete and comply with all laws and regulations applicable to the Company, its products, services, and industry. Company's failure to comply with the requirements in subsections (i) – (iii) of this Section 19 b. will be considered a material breach of this agreement and Company will be subject to immediate termination for cause.

3. All other terms and conditions of the Agreement remain in full force and effect.

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IN WITNESS WHEREOF, the parties have signed this Amendment in their official capacities as of the day and year listed below.

Futurewei Technologies, Inc.

Jason Chao

Jason Chao (Jan 16, 2023 16:13 PST)

Name: Jason Chao

Title: President

Date: 01/16/2023

Ruder Finn, Inc.

Ian Glover

Ian Glover (Jan 16, 2023 18:40 GMT)

Name: Ian Glover

Title: Global CFO

Date: 01/16/2023

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