Received by NSD/FARA Registration Unit 04/14/2023 8:27:35 AM

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

U.S. Department of Justice
Washington, DC 20530

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

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

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Ruder Finn, Inc.

2. Registration Number
6840

3. Primary Address of Registrant
425 East 53rd Street, New York City, NY 10022

4. Name of Foreign Principal
Yangtze Memory Technologies Co., Ltd.

5. Address of Foreign Principal
No. 88 Weilai 3rd Road
Wuhan, Hubei, China
CHINA 430074

6. Country/Region Represented
CHINA

7. Indicate whether the foreign principal is one of the following:

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

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

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.

Received by NSD/FARA Registration Unit 04/14/2023 8:27:35 AM

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

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

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

Semiconductor integrated device manufacturer specializing in flash memory chip

b) Is this foreign principal:

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

11. Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Owned: Partially state-owned enterprise

Item 10(b) Financed: Partially state-owned enterprise

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

Received by NSD/FARA Registration Unit 04/14/2023 8:27:34 AM

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
4/14/2023	Ian Glover	

Received by NSD/FARA Registration Unit 04/14/2023 8:27:34 AM

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

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
Yangtze Memory Technologies Co., Ltd.

Check Appropriate Box:

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

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

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

7. What is the date of the contract or agreement with the foreign principal? 04/01/2023

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

Support YTMC public relations matters and communications in the US including strategic counsel, media relations, media monitoring, content strategy and creation, and issues and crisis preparedness

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

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

Support YTMC public relations matters and communications in the US including strategic counsel, media relations, media monitoring, content strategy and creation, and issues and crisis preparedness

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

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, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value

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.

Received by NSD/FARA Registration Unit 04/14/2023 8:27:34 AM

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
4/14/2023	Ian Glover	

Received by NSD/FARA Registration Unit 04/14/2023 8:27:34 AM

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

ruderfinn

April 1, 2023

Yangtze Memory Technologies Co., Ltd.
No.88 Weilai 3rd Road

Wuhan, Hubei, China

Attn:Grace LI/Daniel CHAN

Dear Yangtze Memory Technologies, ~~Inc.~~ ("Client," "you," your"):

We are pleased that you, Yangtze Memory Technologies, ~~Inc.,~~ a ~~California~~ corporation, have selected Ruder Finn, Inc., a New York corporation ("Ruder Finn," "we", "us"), as your public relations agency. This letter agreement (this "Agreement") by and between Client and Ruder Finn (each, a "party" and together, the "parties") sets forth the terms and conditions under which Ruder Finn will provide its services to you and your subsidiaries. Upon the full execution of this Agreement by the parties hereto (in form and substance satisfactory to both parties), it shall be effective as of the date set forth above (the "**Effective Date**").

1. Engagement; Statements of Work. Client hereby engages and appoints Ruder Finn to act as its non-exclusive public relations agency in accordance with the terms and conditions herein. Further to such appointment, Client authorizes Ruder Finn to act as its agent for the purposes of procuring services (e.g. spokespersons, suppliers) and materials (e.g. photography, footage, artwork) necessary to perform the services requested by Client, subject to the confidential obligation specified under Section 4. During the Term (as defined below in Section 9) of this Agreement, Ruder Finn will provide such public relations services (the "Services") as may be agreed upon by the parties in one or more Statements of Work (as defined herein). Ruder Finn shall provide its Services in a professional manner, using reasonably trained and skilled personnel. Ruder Finn shall have no obligation to provide any services requested by Client unless and until the parties execute a mutually agreeable Statement of Work. As used herein, a "Statement of Work" or "SOW" means a written statement of work executed by each of the parties that is governed by the terms and conditions of this Agreement; and that sets forth, at minimum, (a) the scope of the Services to be rendered by Ruder Finn, (b) the date(s) on which such Services shall commence, (c) the Deliverables, if any (as defined below), and (d) the fees and other financial terms relating to such Services. The parties agree that upon the full execution of each Statement of Work by the parties hereto, such SOW shall be incorporated by reference as part of this Agreement. In the event of a conflict between this Agreement and a Statement of Work (or any Purchase Order), this Agreement shall control. If Client requests that Ruder Finn provide any services prior to the execution of a Statement of Work or after the termination of the applicable Statement of Work, such services shall be deemed to be "Services" subject to the terms and conditions of this Agreement and shall be billed at Ruder Finn's then-current rates. Client acknowledges and agrees that, unless expressly provided otherwise, all dates, timelines and

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

other milestones included in each Statement of Work are provided for reference only, and may be subject to change.

2. Financial Terms.

(a) ***Fees.***

(i) Unless a Statement of Work expressly provides otherwise, Ruder Finn's Services are provided on a time-and-materials basis, invoiced in accordance with this Agreement and calculated as: (i) the time billed by Ruder Finn's account team and other professionals on Client's matters in accordance with the Statement of Work multiplied by the agreed-upon applicable hourly rate in written form (including Emails, supplemental agreements, etc.), plus (ii) the cost of Services provided to Client through vendors and other third-party providers (collectively, the "Services Fee"). With respect to Services rendered strictly on a time and materials basis, Ruder Finn will maintain records of all actual staff time and work with respect to an applicable SOW.

(ii) Services through vendors and other third-party providers will be charged to Client at the cost invoiced to Ruder Finn.

(b) ***Expenses.*** Client agrees to: (i) reimburse Ruder Finn for all direct expenses incurred by Ruder Finn in the provision of the Services, subject to any "Expenses Cap" as defined in an applicable SOW, including but not limited, to travel and lodging expenses; telephone, cell phone, text and communications expenses; costs of paper and consumable materials; costs of copying and reproduction; mailing, shipping and delivery expenses; and third-party editorial fees, including editorial contact fees, as well as other third party expenses in connection with the Services; and (ii) pay a monthly charge of three percent (3%) of the applicable Services Fee for the cost of databases, subscriptions and services purchased by Ruder Finn and accessible by Ruder Finn personnel on behalf of all its clients (collectively, the "Expenses"). (For administrative efficiency, Ruder Finn calculates the fee for the use of such shared database and subscription services by its clients at a flat rate and does not attempt to measure the specific usage of such tools on a client-by-client basis.) Notwithstanding the foregoing provisions of this section 2(b), Ruder Finn confirms that before incurring travel and lodging expenses for any single trip (or group of related trips) or that are expected to exceed $2,500 in the aggregate, Ruder Finn shall advise the Client of the proposed trip and shall obtain the Client's written consent for the incurrence of such expenses.

(c) ***Invoices.*** Ruder Finn will invoice Client for the Services Fee and the corresponding Expenses in accordance with the terms set forth in the applicable SOW, but no less frequently than on a monthly basis, on or around the first day of each month. Unless a SOW expressly provides otherwise, all amounts invoiced shall be due and payable within forty-five (45) days of the invoice date of the undisputed invoice; provided that with regard to third party expenses, Client shall be required to place Ruder Finn "in funds" prior to the date Ruder Finn is required to pay the third party. Unless Client notifies Ruder Finn otherwise in writing, all invoices will be sent to Client at the address set forth in Section 16 below and invoices in electronic form will also be sent to Client to the email address(es) set forth in Section 16 below. Invoices for the Services Fees and for Expenses may be sent separately. Each invoice will describe the charges in reasonable detail and shall constitute the entire amount that Client must pay to Ruder Finn. For the avoidance of doubt, Ruder Finn shall not be responsible for any applicable withholding tax. Client agrees to review all invoices upon receipt and to notify Ruder

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

Finn in writing within thirty (30) days of the invoices of any disputes or requested adjustments. If such written notice is not received, the invoice will be deemed to be fully payable in accordance with this Agreement. Acceptance by Ruder Finn of less than full payment is not a waiver of any of its rights to collect the remainder due. Ruder Finn reserves the right to change the requirements as to the terms of compensation under this Agreement for Ruder Finn's fees and third part costs (including the right to require payment in advance) in the event of: (i) persistent late payment, (ii) impaired credit, including (x) credit insurers decline coverage; (y) revised or withdrawn coverage on Client; or (z) Client's credit rating (through Euler) adversely changes. . The parties hereby agree that they shall act in good faith to promptly resolve any billing dispute.

(d) ***Late Payments.*** Without limiting Ruder Finn's other rights or remedies: (i) if any undisputed amount is past due by more than sixty (60) days, Ruder Finn may charge interest equal to the lesser of 1.5% per month of the unpaid amount or the maximum interest rate allowed by applicable law, whichever is less; and (ii) if any undisputed amount is past due by more than sixty (60) days, Ruder Finn may cease providing any Services under this Agreement immediately upon written notice to Client. If Client fails to make one or more payments when due or if Ruder Finn reasonably believes that Client's financial condition has deteriorated or become impaired, Ruder Finn may change its payment terms upon written notice to Client.

3. Client Obligations. Client shall devote adequate personnel and resources to the public relations programs set forth in each Statement of Work and shall respond promptly to Ruder Finn's requests for approvals required under each Statement of Work. Client shall identify in writing one or more Client employees who shall have authority to approve materials delivered and to make other decisions required under Statements of Work ("Key Client Employees"). The Key Client Employees as of the Effective Date are set forth on Exhibit A, provided that Client may name additional or different Key Client Employees on Statement(s) of Work who are responsible for the Services described in the Statement of Work. Client may name additional Key Client Employee(s) or remove any Key Client Employee(s) listed on Exhibit A from time to time upon five (5) days' prior written notice to Ruder Finn. Notwithstanding the foregoing, Ruder Finn may rely on all approvals, written or oral, given by any Client personnel if Ruder Finn reasonably believes, in light of the circumstances, that such personnel have authority to give such approvals. Client agrees to review and approve materials in a timely fashion and shall be responsible for ensuring that all product, service and company statements, descriptions, disclaimers and claims are accurate, complete and comply with all laws and regulations applicable to Client, its products and industry. In addition, Client shall be responsible: (a) for obtaining all consents and permits from its employees and other personnel so that Ruder Finn may provide the Services (including any necessary rights to data and personal information) and (b) to the extent that the Services require access to Client's systems and software, for using its best efforts to obtain sufficient rights so that Ruder Finn may provide the Services as contemplated by the applicable Statement of Work. Client shall provide reasonable access to Client's facilities to the extent necessary or advisable to perform the Services.

4. Confidentiality.

(a) *Definition.* "Confidential Information" means the terms of this Agreement and all other confidential or proprietary information that is disclosed by a party to the other party and that is designated as confidential, regardless of the form in which it is disclosed, or that should reasonably be understood to be confidential, including any such confidential information

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

provided by a party prior to the Effective Date. "Confidential Information" shall not include information which the recipient can demonstrate: (i) is or becomes publicly known through no fault or act of the receiving party; (ii) was in recipient's knowledge or possession prior to disclosure thereof by the disclosing party; (iii) was independently developed by the receiving party without the use of or reliance on the disclosing party's Confidential Information; or (iv) is rightfully received by the receiving party from a third party without contractual restrictions and without breach of this Agreement.

(b) *Obligations of Confidentiality*. Each party agrees that the party receiving the Confidential Information will, unless such receiving party receives the prior written consent of the other party: (i) use or disclose the Confidential Information only for the purpose of fulfilling its obligations under this Agreement; (ii) restrict access to the other party's Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised to treat such information in accordance with the terms of this Agreement; (iii) protect the Confidential Information of the other party with at least the same level of care that it uses to protect its own confidential information, but in no event less than reasonable care, and (iv) return or destroy all Confidential Information provided by the disclosing party in its possession upon termination or expiration of this Agreement or upon the disclosing party's written request at any time .

(c) *Legal Requirements*. Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information pursuant to any order of a court or other governmental authority or other applicable legal requirement; *provided*, *however*, that the receiving party shall give prompt notice of any such demand or legal requirement to the disclosing party prior to the disclosure, provide reasonable cooperation at the disclosing party's expense if the disclosing party decides to oppose the order or other legal requirement, and only discloses the disclosing party's Confidential Information to the extent necessary to comply with the order or other legal requirement.

(d) *Ruder Finn Performance of Services*. Client acknowledges that, in order to provide the Services and to meet the objectives set forth in a Statement of Work, it may be necessary or advisable for Ruder Finn to disclose certain of Client's Confidential Information. Accordingly, the Client will use reasonable efforts to respond promptly to Ruder Finn's requests for the Client's written consent to the disclosure by Ruder Finn of certain of the Client's Confidential Information. Except as where required by applicable law, the parties agree that the fact that Ruder Finn acts as a public relations advisor to Client is Confidential Information.

(e) *Survival*. The parties' obligations under this Section 4 shall survive the expiration or termination of this Agreement and shall continue until such time as all Confidential Information becomes publicly known and made generally available through no action or inaction of the Receiving Party.

(f) In the event that there is a conflict between any provision of this Section 4, and a provision of any non-disclosure agreement between Ruder Finn and Client that is still in force and effect, the most protective Confidential Information provision shall prevail.

5. Ownership; Licenses.

(a) *Background Intellectual Property*. All intellectual property owned by or licensed to Ruder Finn prior to the Effective Date and any improvements, enhancements and/or derivative works thereto and thereof ("Ruder Finn Background Intellectual Property") shall remain the property

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

of Ruder Finn or its licensors. All intellectual property owned by or licensed to Client prior to the Effective Date and any improvements, enhancements and/or derivative works thereto and thereof ("Client Background Intellectual Property") shall remain the property of Client or its licensors. Ruder Finn grants Client a non-exclusive, irrevocable, perpetual, worldwide, transferable and royalty-free license to use Ruder Finn Background Intellectual Property that is incorporated into, and/or necessary for the use of the Deliverables as contemplated by this Agreement and as expressly set forth in the applicable Statement of Work. The term "Deliverables" means all press releases, planning documents, reports, charts, or other materials, whether written, graphic, or in the form of electronic media, created by Ruder Finn (whether solely or jointly with others) and delivered to Client pursuant to a Statement of Work hereunder.

(b) *Ownership of Deliverables*. Client shall, upon full payment of undisputed amounts to Ruder Finn for all materials produced hereunder and acceptance of such, own all right, title and interest in and to all Deliverables, other than Ruder Finn Background Intellectual Property. Except for Ruder Finn Background Intellectual Property, Deliverables shall constitute a "work made for hire" as that term is defined in the U.S. Copyright Act of 1976, as amended, or such comparable term under the applicable statute or convention related to copyright usage in any country in which such materials are used. Upon full payment to Ruder Finn of undisputed amounts, Ruder Finn will assign to Client all of Ruder Finn's right, title and interest in and to the Deliverables, including all intellectual property rights therein (subject to any applicable third party restrictions). Notwithstanding the foregoing, Client acknowledges and agrees that Deliverables may include materials, rights, data, or intellectual property of third parties (such as spokespersons, photography, videos, and third party licensed data), and that all materials, rights, data, and intellectual property owned by third parties shall remain the sole and exclusive property of such third parties, and Client agrees to use such third party materials consistent with the applicable license terms. Ruder Finn shall specify such materials, rights, data, or intellectual property of third parties (such as spokespersons, photography, videos, and third party licensed data) in the Deliverables to the Client.

(c) *Ruder Finn Intellectual Property*. Notwithstanding any contrary provision herein, all methods, processes and ideas developed by Ruder Finn after the Effective Date that are applicable solely or primarily to the public relations field, including but not limited to tools and methods used to measure, gauge or influence public awareness of and attitudes towards corporations and corporate brands, shall be the sole and exclusive property of Ruder Finn and shall be deemed part of the Ruder Finn Background Intellectual Property for purposes of this Agreement. Further, creative ideas and materials presented to Client, but not ultimately produced or incorporated in the Deliverables shall be the sole and exclusive property of Ruder Finn and shall be deemed part of the Ruder Finn Background Intellectual Property for purposes of this Agreement.

6. Representations; Compliance with Laws. Each of the parties hereto represents, warrants and covenants to the other party that as of the date hereof and through the duration of the Term:

(a) it is a corporation duly organized, validly existing and in good standing under the laws of the State or country of its incorporation, and the person executing this Agreement on its behalf is duly authorized to do so; it has the requisite power and authority to enter into this Agreement and to perform all of its obligations hereunder; and upon its full execution, this Agreement will constitute a valid and binding agreement of each of the parties hereto, enforceable in accordance with its terms.

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

(b) it shall comply with all applicable laws and regulations in the performance of its obligations under this Agreement. If the Services include support by Ruder Finn of any medical or pharmaceutical research, study, investigation or application or any other health-related initiative by Client, Client shall comply with all applicable laws, rules and regulations in its performance of such work, shall notify Ruder Finn in writing of any obligations imposed on Ruder Finn pursuant to such laws, rules or regulations and shall use its best efforts to obtain, as promptly as possible, all third-party consents necessary or advisable for Ruder Finn to provide the Services.

7. Conflicts of Interest. Ruder Finn is committed to the integrity of its work for its clients and follows the PRSA Code of Ethics, as adopted and published by the Public Relations Society of America (PRSA) (and available at www.prsa.org under the link for Ethics). Before accepting any new work from its existing or prospective clients, Ruder Finn reviews the proposed work for potential conflicts of interest with Ruder Finn's existing client projects, as well as for potential conflicts of interest with Ruder Finn's own financial interests. Conflicts of interest may occur, for example, if Ruder Finn is asked to represent a client with a product or service that directly competes with a Client product or service. A conflict of interest may occur, in addition, if Ruder Finn holds a material financial interest in a company that is a competitor to Client. If Ruder Finn determines, in its reasonable discretion, that new work for another client would constitute a conflict of interest with work provided to Client hereunder and that the new work cannot be performed without compromising one or both of such clients' interests, Ruder Finn will refer the new work for the other client to its affiliated agency, and, subject to Ruder Finn's obligations of confidentiality to the other client, Ruder Finn will notify one or more of the Key Client Employees in writing of the conflict.

8. Disclaimer of Warranties. Client acknowledges and agrees that: (i) Ruder Finn has no control over information once it has been issued to the media or another third party, and as such, Ruder Finn 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); and (ii) Ruder Finn cannot assure the use of any material by any medium or assure that information published by any third party will be accurate or meet Client's needs. Ruder Finn makes no warranty regarding, and does not guarantee, any specific or overall results or returns from public relations, publicity, research or any other activity performed by Ruder Finn under this Agreement. ALL SERVICES AND ALL DELIVERABLES PROVIDED BY RUDER FINN UNDER THIS AGREEMENT ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

9. Term and Termination.

(a) This Agreement shall begin on the Effective Date and shall continue until the later of: (i) the expiration of the Term set forth herein, or (ii) the completion of the Services set forth in a Statement of Work hereunder, unless earlier terminated as provided herein. The "Term" hereunder shall be for a period of three (3) years, subject to the provisions set forth in this Section 9.

(b) Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of this Agreement and shall have failed to cure such breach, if curable, within thirty (30) days of receipt of written notice from the non-breaching party.

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

Subject to the terms and conditions of this Section 9, either party may terminate this Agreement for convenience upon sixty (60) days' prior written notice to the other party. If Client terminates this Agreement for convenience as provided herein, Client agrees that it shall make payment to Ruder Finn of the undisputed amount for all Services rendered and Expenses incurred in connection therewith for the period up to the effective date of the termination of this Agreement. Ruder Finn may terminate this Agreement in the event that Client fails to pay undisputed Services Fees due hereunder (and/or undisputed outstanding third-party Expenses incurred in rendering the Services) that remain unpaid for any period that exceeds ninety (90) days.

(c) All non-cancelable reservations, contracts and other arrangements authorized by Client that are still in effect as of the effective date of termination of this Agreement shall be automatically assumed by Client or its representative and Ruder Finn shall be released from the duties, obligations and liabilities thereof. Any reservations, contracts or other arrangements that cannot be assumed by Client or cancelled shall be carried to completion by Ruder Finn and paid for by Client in accordance with the provisions of this Agreement.

10. Indemnification.

(a) Ruder Finn shall defend, indemnify and hold Client, its parent, subsidiary and affiliated entities, and the officers, directors, shareholders, employees and agents of all such entities ("Client Indemnitees") harmless from and against any and all losses, damages, liabilities, claims, demands, suits, expenses and any other out-of-pocket costs (including reasonable attorneys' fees and expenses) (collectively "Damages") any Client Indemnitee may incur or be liable for as a result of any claim, suit or proceeding brought by a third party, or subpoena, discovery demand or other directive having the force of law or governmental inquiry ("Claims"), made, served or brought against any Client Indemnitee based upon or arising out of: (i) Ruder Finn's breach of its representations or warranties contained herein; or (ii) Ruder Finn's negligence or willful misconduct, including Ruder Finn's failure to obtain the necessary permissions, contracts and/or releases with or from all parties whose intellectual property, personal or other property rights are used in material prepared by Ruder Finn for Client under this Agreement, for the purposes, duration, media and uses required by Client.

(b) Client shall defend, indemnify and hold harmless, Ruder Finn, its parent, subsidiary and affiliated entities, and the officers, directors, shareholders, employees and agents of all such entities ("Ruder Finn Indemnitees") from and against any and all Claims and Damages which any Ruder Finn Indemnitee may incur or be liable for arising out of: (i) any materials, permissions, information or specific instructions supplied by Client, (ii) breach by Client of any of its representations or warranties set forth herein; (iii) allegations that claims, descriptions or representations regarding Client, its products, services and competitors in Client-approved publicity materials are false, misleading, unsubstantiated or not in accord with relevant legal and regulatory requirements, directives and guidelines applicable to Client, its products and industry; or (iv) the nature and use of Client's products and services, including, without limitation, allegations that Client's products or services are defective, injurious, or harmful..

(c) Client and Ruder Finn each agree that it shall give the other party (as the case may be) reasonable written notice of any Claim no later than ten (10) business days of the indemnified party's first knowledge thereof. The indemnifying party shall have sole and exclusive control of the defense of any Claim, including the choice and direction of legal counsel. The indemnified party shall have the right to engage its own counsel, at its own expense. The

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

indemnifying may not settle or compromise any Claim without the written consent of the indemnified party, which consent will not be unreasonably withheld or delayed.

11. Limitations of Liability. EXCEPT WITH RESPECT TO THE INDEMNITY OBLIGATIONS SET FORTH IN SECTION 10 ABOVE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS UNDER ANY TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY ARISING OUT OF, OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF, OR COULD HAVE FORESEEN SUCH DAMAGES. EXCEPT WITH RESPECT TO THE INDEMNITY OBLIGATIONS OF A PARTY SET FORTH IN SECTION 10 ABOVE AND THE CONFIDENTIALITY OBLIGATIONS OF A PARTY IN SECTION 4 ABOVE, EACH PARTY'S AGGREGATE, CUMULATIVE LIABILITY TO CLIENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CLIENT TO RUDER FINN IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE ACT OR OMISSION GIVING RISE TO LIABILITY.

12. Non-solicitation of Employees. During the Term of this Agreement and for a period of one year thereafter, neither party will, either on their own account or in partnership or association with any person, firm, company or organization or otherwise and whether directly or indirectly, solicit or attempt to solicit (or authorize the taking of such action by any other person or entity), any officer, executive, senior ranking employee (director level or above) of the other party who has worked on the Services at any point during the Term hereunder. The foregoing restrictions will not apply to any employee hired who: (a) responded to a public advertisement or job posting, or (b) was terminated by one party prior to being hired by the other party.

13. Force Majeure. 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, 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. .

14. Publicity. Client agrees that Ruder Finn shall not indicate that Client is a client of Ruder Finn for promotional purposes unless otherwise agreed by the Client in written form in advance, including by posting Client's name and logo on the Ruder Finn website and on social media applications, and for award shows.

15. Governing Law/Dispute Resolution. This Agreement and all duties and obligations arising pursuant to this Agreement shall be governed by the laws of the State of New York, excluding its conflicts of laws rules. Each of the parties agree to submit to the exclusive jurisdiction of, and waive any venue objections and defenses of lack of personal jurisdiction against, the State and Federal courts located in New York, except that each party acknowledges that any breach of Section 4 cannot reasonably or adequately be compensated by damages in an action at law and that a breach or threatened breach of Section 4 (Confidentiality) shall cause the non-breaching party irreparable injury and damage, and such party shall be entitled, in addition to any other remedies it may have, to seek injunctive and other equitable relief to prevent or curtail any actual or threatened breach in any court of competent jurisdiction.

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

16. Notices. Any notice permitted or required to be given under this Agreement shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested (in addition to a copy of such notice sent via U.S. first class mail), or e-mail addressed to the receiving party at the addresses set forth in Exhibit A hereto (or included in any executed SOW) or by express courier service as follows: (i) if to Ruder Finn at: **425 E. 53rd Street, New York, New York 10022, Attention: Chief Financial Officer and General Counsel**; and (ii) if to Client at the address set forth above on the first page of this Agreement; or to such other addresses as the parties may designate by like notice from time to time. A notice so given shall be effective upon (a) the date of actual receipt by the party to which the notice is sent, or (b) five (5) days following domestic mailing of such notice by the sender, whichever occurs first.

17. Miscellaneous. This Agreement and each of Exhibit and/or Statements of Work attached hereto and incorporated herein by reference, constitute the final, complete, exclusive and entire agreement between the parties and supersede all prior or contemporaneous agreements, written or oral, regarding the subject matter of this Agreement. Either party may assign its rights and obligations under this Agreement to any affiliate of such party or to any entity that acquires all of or substantially all of its capital stock or its assets connected to the business to which this Agreement relates, whether through purchase, merger, consolidation or otherwise. The parties agree that prohibited assignments are null and void. Ruder Finn may use subcontractors and freelancers in the performance of its obligations under this Agreement. This Agreement, including any Statement of Work hereto, may be modified or amended only by a writing signed by both parties. No failure or delay to enforce a provision will be deemed a waiver thereof. The parties are independent contractors and not agents of each other. If any portion of this Agreement is unenforceable, the remaining portions shall remain in full force and effect. The following provisions shall survive the termination of this Agreement: Sections 4, 5, 6, 8, 10, 11, 12, 15, 16 and 17.

If the foregoing correctly states our agreement, please so indicate by signing below and returning a signed copy to us. Upon our receipt from Client of a signed copy of this Agreement, the terms and conditions set forth herein shall constitute a binding agreement by and between Ruder Finn and Client as of the Effective Date set forth above.

Sincerely,

RUDER FINN, INC.

By: Ed Seng
Title: SVP, US FINANCE DIRECTOR
Date: 4/11/23

Agreed and Approved:
YANGTZE MEMORY TECHNOLOGIES, CO. LTD.

By: Xuan LI
Title: General Counsel
Date:

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

EXHIBIT A

Client Information

Key Client Employees:

Grace LI (Email: Grace_Li4@YMTC.COM)

Daniel CHAN (Email: Daniel_Chan@YMTC.COM)

Send Invoices and Legal Notices to:

No.88 Weilai 3rd Road, Wuhan, Hubei, China

Grace_Li4@YMTC.COM/ Daniel_Chan@YMTC.COM

Attention: Grace LI/Daniel CHAN

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

STATEMENT OF WORK

[TO BE ATTACHED]

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

Statement of Work Co., Ltd.

This Statement of Work ("SOW") dated as of April 1, 2023 is entered into between **Ruder Finn, Inc.** ("Ruder Finn") and **Yangtze Memory Technologies, Inc.** ("Company" or "YMTC") and is subject to the terms and conditions described in the letter agreement dated as of [April 1, *2023* (the "Agreement"). In the event of any conflict between this Statement of Work, the terms of the SOW shall govern the rights and obligations of the parties hereto. All terms used but not defined herein shall have the meanings set forth in the Agreement.

CONTACT DETAILS

Legal Name of Company	Ruder Finn, Inc.	**Yangtze Memory Technologies Co., Ltd.**
Registered Address	425 E 53rd St. New York, NY 10022	No.88 Weilai 3rd Road Wuhan, Hubei, China
Contact Name	Chip Scarinzi	Grace LI/Daniel CHAN
Contact Email	chip.scarinzi@ruderfinn.com	Grace_Li4@YMTC.COM/ Daniel_Chan@YMTC.COM
Office Phone	+1-718-473-6336	Grace LI: +86-17386185672 Daniel CHAN: +86-17386185930

PROJECT TITLE: YMTC – 2023-2024 CORE PROGRAM

ESTIMATED PERIOD OF PERFORMANCE

Start Date	End Date	Length of project in weeks
April 1, 2023	March 31, 2024	52

DESCRIPTION OF RUDER FINN SERVICES AND DELIVERABLES

Program development and planning (April 2023): Foundational and strategic support including:

PR & Executive Comms:

- Cross-workstream oversight and integration/project management, as needed
- PR campaign planning and media relations support, including pitch development, media targets, media pitching/coordination, spokesperspon briefing materials and staffing interviews, if needed
- Media list development, establish top targets
- Messaging foundational work
- Competitor benchmarking report, including insights and analysis
- Issues mapping & strategic approach, as needed
- Establish program KPIs, reporting & operations, set up processes

Earned and Social Media Monitoring:

- Set up monitoring needs and begin developing reports

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

Ongoing program execution (starting May 1, 2023) including:

Communications Activity:

- Cross-workstream oversight and integration with client teams
- Strategic counsel, including campaign planning, reporting, messaging, activations, etc.
- Media list updates (ongoing)
- Proactive media pitch development and outreach
- Reactive media relations (ongoing)
- Press releases/company announcements & support: 1-2 per quarter, including issuing over wire
- Narrative/messaging support, working in collaboration with YMTC
- Thought leadership & Executive comms program implementation, in line with comms plan (ongoing)
- Project management including weekly meetings, reporting, project coordination, and budget management

Earned and Social Media Monitoring:

- Coverage & results tracking
- Competitor tracking & monitoring and program adjustments as needed (ongoing)
- News cycle monitoring and reporting (ongoing)

Issues Preparedness and Crisis Counsel

- Analysis of any existing escalation plans
- Statement development as needed
- Establish cross-functional team, define topics and factions, define crisis vs. incident, develop triage protocols
- Issues detection on emerging narratives with high risk or virality potential
- Conduct ongoing identification of new narratives and engaged factions
- Develop KOL (key opinion leader) list
- Develop engagement strategy with KOLs
- Ruder Finn SONAR crisis simulation execution in China (two-day, in-person activation) - US$45k fee

Content Development for YMTC owned and operated digital channels:

- Develop content that will live on YMTC owned and operated digital channels (e.g. a microsite developed and hosted by YMTC microsite), including a FAQ document, YMTC executive bios, product one-pagers and imagery, and explainer materials to help clarify how YMTC works with partners.

Fees and Expenses

Fees.
Ruder Finn will perform and complete the Services set forth in this SOW, including delivery of Deliverables. Ruder Finn's Services are provided on a time-and-materials basis, and based on the mutually agreed to Ruder Finn rate card. Notwithstanding anything in this SOW to the contrary, the total amount of fees paid to Company during this entire SOW's term shall not exceed $516,000.00 USD for each of the two six-month periods. Based on the requirements of the work outlined in the SOW, Ruder Finn expects services to require no less than $70,000 USD monthly, capped at $86,000 USD. Fess will not exceed either the monthly or six month caps without written consent from the Company. *This fee is exclusive of Expenses*

Deposit. Company shall pay Ruder Finn a deposit for the Services in an amount equivalent to 1/12 of the estimated annual Fees ($86,000). Payment of such deposit is due within forty-five (45) calendar days

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM

following the SOW Effective Date. Company shall apply this deposit to the final invoice and refund any overpayment within thirty (30) days following expiration of this SOW.

Expenses. As outlined in Section 2 of the Agreement, Client agrees to pay Ruder Finn's reasonable expenses including, but not limited to, travel, postage, packing, express and other charges incurred in the shipping of copy, orders, prints and other materials; in-house duplication; legal services incurred on Companies behalf and with Clapproval to negotiate terms with vendors and suppliers engaged on behalf of Company, and travel-related costs and expenses of Ruder Finn personnel servicing Companies account, and a monthly charge of up to three percent (3%) of the applicable Services Fee for the cost of databases, subscriptions and services purchased by Ruder Finn and accessible by Ruder Finn personnel on behalf of all its clients. Reimbursable Expenses for this SOW as set forth herein during the Estimated Period of Performance described above will not exceed **$50,000** in the aggregate without prior approval from Company (the "**Expenses Cap**").

Third-Party/Vendor Costs. Outside supplier costs, production costs, and other services purchased by Ruder Finn on behalf of Client will be billed to Client at net cost and subject to Company prior approval. Company, at its option, can choose to contract with and pay outside suppliers directly. These costs are included in the above OOP expense estimate.

Invoicing and Payment

Ruder Finn will invoice Company Fees and Expenses on a monthly basis as incurred.

Pre-bills for third-party costs will be issued as needed to ensure that Ruder Finn is "in funds" prior to issuing third-party payments.

Company will pay Ruder Finn all undisputed portion of invoices within 45 days of the date of the invoice, in accordance with Section 2 of the Agreement.

The parties hereby agree to the terms of this SOW and agree that it is governed by, subject to, and incorporated into the Agreement. This SOW may not be amended except by an agreement in writing signed by authorized representatives of both parties referencing this SOW and stating their intention to amend this SOW.

The parties have executed this SOW as of the date set forth above.

RUDER FINN, INC.		**YANGTZE MEMORY TECHNOLOGIES CO. LTD**	
Signed:		Signed:	
Name (printed):	~~Chip Scarinzi~~ Ed Sena	Name (printed):	Xuan LI
Title:	~~MD, Head of Technology, U.S.~~ SUP, US FINANCE DIRECTOR	Title:	General Counsel
Date:	4/11/23	Date:	

Received by NSD/FARA Registration Unit 04/14/2023 8:27:39 AM