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

U.S. Department of Justice
Washington, DC 20530

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

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

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

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

1. Name of Registrant
Gray Global Advisors, LLC

2. Registration Number
6892

3. Primary Address of Registrant
300 New Jersey Ave., NW, Suite 900, Washington, DC 20001

4. Name of Foreign Principal
Federal Democratic Republic of Ethiopia

5. Address of Foreign Principal
Embassy of Ethiopia, 3506 International Dr. NW
Washington, DC 20008

6. Country/Region Represented
ETHIOPIA

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

- [x] 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
Embassy of Ethiopia in Washington, DC

b) Name and title of official(s) with whom registrant engages
Seleshi Bekele Awulachew, Ambassador of Ethiopia to the United States

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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

a) Name and title of official(s) 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.

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).

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.

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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
08/02/2023	Edolphus Towns	/s/Edolphus Towns
08/02/2023	Justin Gray	/s/Justin Gray

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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
August 2, 2023	Justin Gray	
August 2, 2023	**Edolphus Towns**	

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U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Gray Global Advisors, LLC	6892

3. Name of Foreign Principal
Federal Democratic Republic of Ethiopia

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? 07/28/2023

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

Registrant shall provide to the Embassy of Ethiopia in the United States a mutually agreed amount of strategic communications services, strategic advisory services, and stakeholder engagement services within the United States in furtherance of the Government of Ethiopia's commitments to its citizens and international partners to build and restore a just, prosperous and stable nation and to promote Ethiopia as a destination for foreign direct investment.

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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.

registrant's activities will include strategic communications services, strategic advisory services, stakeholder engagement services, and media relations services within the United States in furtherance of the Government of Ethiopia's commitments to its citizens and international partners to build and restore a just, prosperous and stable nation and to promote Ethiopia as a destination for foreign direct investment.

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.

Registrant's activities will include strategic communication services, strategic advisory services, and stakeholder engagement services within the United States in furtherance of the Government of Ethiopia's commitments to its citizens and international partners, to build and restore a just, prosperous and stable nation to promote Ethiopia as a destination for foreign direct investment.

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

Yes ☐ No ☒

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

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

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

Date	Contact	Method	Purpose

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

Yes ☐ No ☒

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

Date Received	From Whom	Purpose	Amount/Thing of Value

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.

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EXECUTION

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Date	Printed Name	Signature
08/02/2023	Edolphus Towns	/s/Edolphus Towns
08/02/2023	Justin Gray	/s/Justin Gray

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EXECUTION

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Date	Printed Name	Signature
August 2, 2023	Justin Gray	
August 2, 2023	**Edolphus Towns**	

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CONSULTING AGREEMENT

This CONSULTING AGREEMENT ("Agreement"), dated as of the Effective Date, by and between Gray Global Advisors, LLC, having an address at 300 New Jersey Avenue, NW, 9th Floor, Washington, DC 20001 ("Consultant"), and APCO Worldwide LLC, having its offices at 1299 Pennsylvania Ave NW, Suite 300, Washington, DC 20004 ("APCO"), sets forth the terms and conditions under which Consultant is being engaged by APCO for the purpose of providing consulting services in connection with APCO's work on behalf of Federal Democratic Republic of Ethiopia ("Client"). Specifically, Consultant and APCO agree as follows:

I. SCOPE OF WORK

1.01. General. Consultant will perform the following services ("Scope of Work") for APCO pursuant to this Agreement:

- Consultant shall provide to the Embassy of Ethiopia in the United States strategic communications services, strategic advisory services, and stakeholder engagement services within the United States in furtherance of the Government of Ethiopia's commitments to its citizens and international partners to build and restore a just, prosperous and stable nation and to promote Ethiopia as a destination for foreign direct investment.

1.02. Coordination of Work. Consultant shall coordinate performance of the Scope of Work on a regular basis with a project manager designated by APCO and shall provide an update to such project manager on a regular basis in writing, by telephone or in person, as specified by such project manager.

1.03. Reporting. Consultant shall provide reports on its work to APCO as requested and shall provide all information requested by APCO in connection with Consultant's work.

II. FEES AND DISBURSEMENTS

2.01. Fees. Consultant will provide the Scope of Work for a fixed monthly fee of $20,000 per month, to be invoiced monthly in advance.

Consultant shall submit monthly invoices with supporting documentation to APCO in respect of its fees, as described above. Each such invoice shall be due and payable within fifteen (15) days of (i) APCO's receipt of the corresponding payment from Client for Consultant's services hereunder or (ii) APCO's receipt of the invoice from Consultant, whichever occurs last; provided, that Consultant has delivered to APCO a completed IRS Form W-9. For the avoidance of doubt, Consultant shall only be paid if APCO receives payment from Client for Consultant's services.

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III. TERM AND TERMINATION

This Agreement will begin on the date of full execution of this Agreement ("Effective Date") and will terminate one (1) year from the Effective Date; provided, however, that APCO will have the right to terminate this Agreement at any time for any reason (i) upon the giving of thirty (30) days' prior written notice to Consultant. Consultant will have the right to terminate this Agreement at any time for any reason, upon the giving of thirty (30) days' prior written notice to APCO. Notwithstanding the foregoing, in the event that APCO's agreement with the Client for the services herein terminates or expires, then this Agreement shall automatically terminate as of the same date of the termination or expiration of APCO's agreement with the Client for the services herein. In such event, APCO shall compensate Consultant, in accordance with the terms and provisions of this Agreement, for its services performed through the date of termination. In the event that APCO terminates this Agreement and APCO has paid fees and/or Disbursements to Consultant in advance, Consultant shall promptly return to APCO any fees and/or Disbursements paid for services not performed and/or expenses not incurred or irrevocably committed by the date of termination.

IV. CONFIDENTIAL INFORMATION

4.01. Definition. As used in this Agreement, the term "Confidential Information" means any material or information relating to research, development, trade secrets or business operations and affairs of APCO or its clients, including, without limitation:

(i) the Scope of Work to be performed by Consultant pursuant to this Agreement or the existence or nature of APCO's relationship with Consultant;

(ii) tools, equipment, materials, computer software, databases, passwords and other security measures and devices, ideas, works in progress, drawings, specifications, technical and other know-how, and research results;

(iii) information and materials proprietary or confidential to a third party that have been provided to APCO for APCO's use;

(iv) protected individually identifiable personal information (such as health, financial, identity); and

(iv) information and materials derived from any of the above.

Notwithstanding the foregoing, the term "Confidential Information" does not include information and materials that are already, or otherwise become, known by or generally available to the public without restriction on disclosure, other than as a result of an act or omission by Consultant in breach of the provisions of this Agreement or any other applicable agreement between APCO and Consultant.

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4.02. Nondisclosure. Consultant acknowledges that, as a result of Consultant's access to Confidential Information, Consultant occupies and will occupy a position of trust and confidence. Consultant agrees to maintain the confidentiality of the Confidential Information, including any Confidential Information previously in Consultant's possession or custody or disclosed to Consultant. Without limiting the foregoing, Consultant agrees not to:

(i) transfer or disclose any Confidential Information, directly or indirectly, to any third party except an employee or independent contractor bound by a written confidentiality obligation comparable to this one;

(ii) use any Confidential Information in any manner, except as contemplated under this Agreement for the purposes for which such Confidential Information may have been provided to Consultant by APCO;

(iii) use any tools, equipment or materials provided to it by APCO or APCO's client(s) in connection with this Agreement for any purpose other than performance of the Scope of Work; or

(iv) take any other action with respect to Confidential Information inconsistent with the confidential and proprietary nature of such Confidential Information.

Consultant further agrees to maintain adequate security procedures and take such additional precautions as may be prescribed from time to time by APCO to protect the unauthorized or inadvertent disclosure, misuse or loss of Confidential Information.

4.03. Disclosure Required by Law. If any court or other governmental authority requires Consultant to disclose any Confidential Information, such disclosure may be made only if prompt notice is given to APCO and Consultant uses its best efforts to resist disclosing the Confidential Information.

4.04. Return of Confidential Information. Upon APCO's request, Consultant shall return to APCO and stop using all Confidential Information and all tangible embodiments thereof. Upon the earlier of APCO's request, the termination of this Agreement or Consultant's completion of the Scope of Work, Consultant shall return all tools, equipment and/or materials provided to it by APCO and/or APCO's client(s) (including, without limitation, any computer equipment) in substantially the same condition in which such items were provided to Consultant.

4.05. Notification of Breach or Disclosure. In the event of (i) a threatened or actual unauthorized use or disclosure of Confidential Information or (ii) loss of or inability to account for any Confidential Information, Consultant will promptly notify APCO thereof and cooperate as requested by APCO in APCO's efforts to prevent or curtail such unauthorized use or disclosure or to recover such Confidential Information.

4.06. Irreparable Injury. Consultant agrees that Confidential Information is valuable property of APCO and that, in the event of the unauthorized use or disclosure of Confidential

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Information, APCO will suffer irreparable injury not compensable by money damages for which APCO will not have an adequate remedy at law. Accordingly, in any action or proceeding to enforce the provisions of this Agreement, APCO will be entitled to injunctive relief to prevent or curtail any such threatened or actual unauthorized use or disclosure. The foregoing will be in addition to and without prejudice to any other rights APCO might have at law or in equity.

V. RIGHTS IN WORK AND MATERIALS

5.01. Definition. As used herein, the term "Work" means (i) any materials created or provided to APCO by Consultant in connection with past or future consulting for APCO (including, without limitation, ideas, works in progress, drawings, specifications, techniques, technical and other know-how, data, research, strategies, designs, methods, computer software, data bases, data processing, products, practices, and procedures); (ii) any inventions or discoveries conceived or actually or constructively reduced to practice in the performance of any past or future consulting for APCO; and (iii) the copyright, patent, trade secret, and other proprietary rights in such materials, inventions, or discoveries, except to the extent that third parties not affiliated with Consultant own proprietary rights therein.

5.02. Works Made-for-Hire. Consultant acknowledges that Consultant has been engaged by APCO for the purpose of creating and inventing confidential and/or proprietary materials for APCO. Consultant agrees that all Work arising from Consultant's engagement pursuant to this Agreement shall be deemed "works made-for-hire" for APCO within the meaning of the copyright law of the United States and any similar or analogous law of any other jurisdiction. Accordingly, APCO will be the sole and exclusive owner of all the Work for all purposes. Should any arbitrator or court of competent jurisdiction ever hold that any such Work does not constitute a work made-for-hire, Consultant hereby irrevocably assigns to APCO, and agrees that APCO will be the sole and exclusive owner of, all right, title, and interest in and to such Work.

5.03. Inventions. Consultant will disclose promptly to APCO all inventions or discoveries conceived or actually or constructively reduced to practice in the performance of consulting for APCO. Consultant hereby irrevocably assigns to APCO, and irrevocably acknowledges that APCO is the sole and exclusive owner of, all right, title, and interest in and to any such inventions or discoveries and the patent, trade secret, and other proprietary rights therein.

5.04. Third-Party Products. To the extent that any materials created or provided to APCO by Consultant incorporate materials in which copyright, patent, trade secret, or other proprietary rights are owned by any third party not affiliated with Consultant, Consultant shall (i) comply with any applicable license restrictions, (ii) identify such materials to APCO in writing upon their delivery to APCO, (iii) grant or assign to APCO the broadest rights Consultant has authority to grant or assign, and (iv) cooperate with APCO in obtaining whatever additional rights it might seek to obtain.

5.05. Further Assurances. Consultant agrees to cooperate with all lawful efforts of APCO to protect its rights in and to any or all of the Work. At the request of APCO, Consultant agrees to

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execute any instrument or document in order to register, establish, acquire, prosecute, maintain, perfect, or defend APCO's rights in and to the Work.

5.06. Representations and Warranties. Consultant hereby represents and warrants that (i) it has the right to assign to APCO all right, title, and interest in and to the Work, free of any license right, security interest, lien, or other encumbrance of any third party; and (ii) the Work shall not infringe any copyright, patent, trade secret, or other proprietary right of any third party. Consultant will defend, indemnify, and hold harmless APCO from any and all claims, actions, or damages resulting from the foregoing representations and warranties. APCO will notify Consultant of any such claims, actions, or damages, and Consultant will cooperate with APCO in defense of such claims, actions or damages and any settlement in connection therewith.

5.07. No Reservation of Rights. Consultant does not reserve any license or other right with respect to any of the Work. Consultant also hereby acknowledges the adequacy and sufficiency of the compensation paid by APCO for its rights in the Work and for any past and future consulting.

VI. MISCELLANEOUS

6.01. Indemnification. Consultant agrees to defend, indemnify, and save APCO and its present or former officers, directors, employees, and agents, harmless from and against any and all claims, demands, losses, damages, costs, liabilities and expenses including, but not limited to, attorney's fees and costs, of whatever kind or character, arising from the Scope of Work performed by Consultant including, without limitation, the acts or omissions of Consultant in connection with this Agreement. Consultant agrees to defend, indemnify, and save APCO and its present or former officers, directors, employees, and agents, harmless from and against any and all claims, demands, losses, damages, costs, liabilities and expenses, including, but not limited to, attorney's fees and costs, related to worker's compensation, wage and hour laws, employment taxes, and benefits, and Consultant's status as an independent contractor, or the status of Consultant's employees, if any. APCO agrees to defend, indemnify, and save Consultant harmless from and against any and all claims, demands, losses, damages, costs, liabilities and expenses including, but not limited to, attorney's fees and costs, of whatever kind or character, arising from the negligence or willful misconduct of APCO in connection with this Agreement.

6.02. Compliance with Laws. Consultant represents and warrants to APCO that: (i) it shall comply with all applicable laws, rules, ordinances or regulations including, without limitation: (a) the United States Foreign Corrupt Practices Act that prohibits bribery of government officials ("FCPA") and (b) the United Kingdom Bribery Act 2010 that prohibits bribery of all persons and entities, private and public ("U.K. Bribery Act"); (ii) it has not and shall not make, offer, or promise any payment, item of value or advantage to any government official either directly or indirectly for the purpose of influencing an act or decision in his official capacity, or inducing him to use his influence with the government to assist in obtaining or retaining business or in obtaining or retaining an advantage in the conduct of business in any way related to the Scope of

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Work under this Agreement; (iii) it has not and shall not offer, promise, or give or request, agree to receive, or accept a financial or other advantage to or from any person (including, but not limited to, private citizens, entities, or government officials) directly or indirectly to influence such person to perform their function improperly in any way related to the Scope of Work under this Agreement; (iv) it shall not provide hospitality and entertainment to any persons who has influence or can influence others in connection with the Scope of Work without obtaining prior approval from APCO; (v) it will comply with all anti-corruption, including without limitation, ant-bribery (collectively "Anti-Corruption") policies and procedures of APCO; (vi) no claim for violation of any Anti-Corruption law, rule, ordinance, or regulation has been made or is expected to be made against Consultant; (vii) any payments made to Consultant hereunder shall be for the performance of the Scope of Work and solely for lawful purposes; (viii) it will obtain and maintain, at its expense, all permits, licenses and government registrations and requirements necessary or appropriate to perform the obligations hereunder and will, at its own expense, make all filings with governmental authorities required by applicable law; and (ix) it shall not bind or otherwise obligate APCO to third parties with whom Consultant may make agreements or to whom Consultant may direct payments unless given prior written approval by APCO.

(i) **Termination.** Consultant agrees that in the event that APCO learns or has reason to believe that Consultant, in connection with this Agreement, has breached any Anti-Corruption law, rule, ordinance, or regulation including, without limitation, the FCPA or U.K. Bribery Act, APCO reserves the right to terminate this Agreement immediately notwithstanding any other provision of this Agreement to the contrary.

(ii) **Audit.** Each party agrees that the other party or any of its duly authorized consultants shall, during the term and for five (5) years after the termination of this Agreement, have access to and the right to inspect and examine during business hours any relevant books, papers, documents, or records of the other party involving transactions relating to this Agreement or to ensure compliance with all applicable laws, rules, ordinances, or regulations.

6.03. Survival. Section III, Section IV, Section V and Section VI shall continue notwithstanding the termination or expiration of Consultant's engagement as a consultant to APCO.

6.04. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF NEW YORK) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE, AND REMEDIES.

6.05. Dispute Resolution Procedure

Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity,

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or enforceability thereof ("Dispute"), shall be referred to and finally resolved by arbitration administered by JAMS pursuant to its (i) Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules for any Dispute greater than USD $250,000 and (ii) its Streamlined Arbitration Rules and Procedures for any Dispute equal to or less than USD $250,000, except, in each case, as they may be modified herein. The arbitration shall be conducted by one arbitrator for any Dispute equal to or less than USD $250,000 and by three arbitrators for any Dispute greater than USD $250,000. The seat, or legal place, of the arbitration shall be New York, NY, and it shall be conducted in the English language.

Notwithstanding Section 6.04, the arbitration and this agreement to arbitrate shall be governed by Title 9 (Arbitration) of the United States Code. The arbitrators shall be impartial and independent. The arbitration award shall be final and binding on the parties, and the parties undertake to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant party or its assets. The time limit within which the arbitral tribunal must render its final award is 30 days. Such time limit shall start to run from the later of the date of the last hearing or the final post-hearing submission. The tribunal shall inform the parties in writing when it considers the proceedings closed. The arbitrators shall award to the prevailing party its costs and expenses of the arbitration, including its reasonable legal fees and other costs of legal representation, as determined by the arbitrator(s). The parties waive their right to any form of recourse based on grounds other than those contained in the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 insofar as such waiver can validly be made. The parties shall not seek discovery for purposes of the arbitration proceeding under 28 U.S.C. 1782. The parties hereby irrevocably waive any defense on the basis of forum non conveniens in any proceedings to enforce an arbitration award rendered by a tribunal constituted pursuant to this Agreement. The parties agree that the arbitration shall be kept confidential. The existence of the arbitration, any non-public information provided in the arbitration, and any submissions, orders or awards made in the arbitration ("Confidential Arbitration Information") shall not be disclosed to any non-party except the tribunal, the parties, their counsel, experts, witnesses, accountants, auditors, insurers, reinsurers, and any other person necessary to the conduct of the arbitration. Notwithstanding the foregoing, a party may disclose Confidential Arbitration Information to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision shall survive the termination of this Agreement and of any arbitration pursuant to this Agreement.

6.06. Severability. The provisions of this Agreement are severable, and the unenforceability of any provision of this Agreement shall not affect the enforceability of the remainder of this Agreement. If any provision of this Agreement is determined by any arbitrator or court to be unenforceable as drafted, that provision shall be construed in a manner designed to effectuate the purpose of that provision to the greatest extent possible under applicable law.

6.07. Successors. This Agreement will be binding upon and inure to the benefit of the parties, their successors, assigns and legal representatives.

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6.08. Assignment. Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

6.09. Partial Invalidity. In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein.

6.10. Compliance with Laws. Consultant shall strictly comply with all applicable laws, rules, and regulations in connection with this Agreement and shall make all filings and disclosures under such laws, rules, and regulations as required by law.

6.11. Modification. This Agreement may be modified or amended only by written agreement of the parties.

6.12. Relationship. Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, or employer-employee relationship between the parties, or as authorizing any party to act as agent for any other. Consultant will render all services as an independent contractor and will not be an employee of APCO or subject to the provisions of APCO's policies or entitled to any benefits thereunder. APCO will carry no workers' compensation insurance, or any health or accident insurance to cover Consultant or any employee(s) of Consultant. Consultant represents and warrants that, during the term of this Agreement, Consultant shall carry workers' compensation insurance to cover Consultant and any employee(s) of Consultant. Upon APCO's request, Consultant shall provide evidence to demonstrate that such insurance coverage is in full force and effect. APCO will not pay any contribution to social security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Consultant agrees to report and pay any contributions for taxes, unemployment insurance, social security and other benefits for Consultant and Consultant's employee(s). Should Consultant or any employee of Consultant be deemed to be entitled to any benefits or employee rights from APCO by operation of law or otherwise, Consultant expressly waives all such benefits and/or rights.

6.13. Personal Data. For purposes of this Section 6.13, "EU Personal Data" is defined as data about an identified or identifiable individual residing in the European Union, received by APCO from the Client and recorded in any form and "Personal Data" is defined as data about an identified or identifiable individual, received by APCO from the Client and recorded in any form. In the event that any EU Personal Data is transferred or processed by Consultant in connection with the Services under this Agreement, the parties agree that each party shall be bound by the Data Processing Addendum found at https://apcoworldwide.com/legal/gdpr-data-processing-addendum-for-subprocessors/ and the provisions therein are hereby incorporated by reference.

6.14. Information Security. Consultant has implemented and will maintain effective information security policies and procedures that include administrative, technical and physical

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safeguards designed to: 1) ensure the security and confidentiality of Confidential Information and Personal Data provided to Consultant hereunder, 2) protect against anticipated threats or hazards to the security or integrity of such Confidential Information and Personal Data, 3) protect against unauthorized access or use of such Confidential Information and Personal Data, and 4) ensure the proper disposal of Confidential Information and Personal Data. All Consultant personnel handling such Confidential Information and Personal Data have been appropriately trained in the implementation of Consultant's information security policies and procedures. Consultant agrees to immediately give APCO notice in writing (and no longer than 12 hours after becoming aware of a security breach or other incident) if the security of its systems are breached or compromised in any way and agrees to comply with any directions issued by APCO or a client of APCO in connection with such security breach or other incident.

6.15. Notice of Immunity from Liability. Consultant is provided notice that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer or contractor for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

6.16. Counterparts and Execution. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

6.17. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior agreements, oral or written, between the parties concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the date first above written.

APCO WORLDWIDE LLC

By: _____
Name: Evan Kraus
Title: President and MD of Operations
Date: July 28, 2023

GRAY GLOBAL ADVISORS, LLC

By: _____
Name: Justin Gray
Title: President and CEO
Date: July 28, 2023

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