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

U.S. Department of Justice

Washington, DC 20530

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

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

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

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

1. Name of Registrant	2. Registration Number
FTI Consulting (SC) Inc.	7120

3. Name of Foreign Principal
TIMOR GAP, E.P.

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? 05/27/2022

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

Through a new agreement with NuSource LLC, which replaces and supersedes the original agreement submitted in connection with the Exhibit B filed for the foreign principal on May 17, 2022, the registrant will provide the foreign principal with strategic communications and consulting services with respect to the commercial development of the Greater Sunrise energy fields. For the performance of these services, NuSource LLC will pay the registrant based on the hourly rates of the individuals involved in the matter, not to exceed $130,000 per month, plus certain expenses.

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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.

As described in the registrant's new agreement with NuSource LLC, the registrant will provide the foreign principal with strategic communications and consulting services with respect to the commercial development of the Greater Sunrise energy fields. This may include engagement with the energy industry, potential investment partners, and other international stakeholders.

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.

As described in the registrant's new agreement with NuSource LLC, the registrant will provide the foreign principal with strategic communications and consulting services with respect to the commercial development of the Greater Sunrise energy fields. This may include engagement with the energy industry, potential investment partners, and other international stakeholders.

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

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

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

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

Date	Contact	Method	Purpose

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

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

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

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
06/08/2022	Curtis Lu	/s/Curtis Lu

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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
June 6, 2022	Curtis P. Lu	Curtis P. Lu

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FTI CONSULTING

Strategic Communications
555 12th Street NW, #700, Washington, DC 20004
T +1 (202) 312-9100 F +1 (202) 312-9101

May 27, 2022

Mr. Ory Moussaieff
President
NuSource LLC
226 West 37th Street 3rd Floor
New York New York 10018

This letter shall serve to confirm our Agreement as follows:

1. NuSource LLC (NuSource) ("Client") retained FTI Consulting (SC), Inc. ("FTI") effective as of March 23, 2022 to provide services on a project basis as outlined in an agreement between the parties dated March 21, 2022 ("Agreement 1").

2. This Agreement ("Agreement" or "Agreement 2") replaces and supersedes Agreement 1, which is no longer effective as of the date of this Agreement.

3. The scope of work of this Agreement is set forth in FTI's revised proposal dated May 26, 2022, attached as Exhibit A. The Services described therein may be performed by FTI or by any subsidiary or affiliate of FTI, as FTI shall determine. References herein to FTI and its employees shall be deemed to apply also, unless the context shall otherwise indicate, to employees of each such subsidiary, affiliates parties and their employees.

4. It is anticipated that the project will conclude by December 31, 2022. The term of this Schedule shall be extended on a month-to-month basis as long as FTI is providing said project services to Client.

5. As compensation for the services to be rendered by FTI, Client shall pay FTI an amount not to exceed $130,000 per month. Should the number of hours associated with the delivery of services produce a final fee figure below $130,000 for the month, Client agrees to pay the lesser amount.

6. FTI acknowledges that the client is not responsible for any hours incurred on this project in excess of the agreed-upon $130,000 fee cap, unless Client provides FTI with written prior approval to that effect. FTI further acknowledges that any out-of-pocket costs associated with client-approved travel, entertainment, or the engagement of third-party vendors (such as the promotion of our work over social media) will not be charged back to the client in excess of the $130,000 fee cap absent prior Client approval.

FTI Standard Hourly Charge-Out Rates	
Sr. Managing Director	$700/hour
Managing Director	$650/hour
Sr. Director	$595/hour
Director	$500/hour
Sr. Consultant	$425/hour
Consultant	$300/hour
Administration	$100/hour

FTI's rates are subject to adjustment from time to time and at least annually effective January 1. FTI will advise Client immediately if a rate adjustment is being made. Further, if any work needs to be performed by FTI personnel in our international offices, such work will be billed at the standard rates set forth for the specific international office.

7. Client shall be responsible for all reasonable and necessary disbursements made by FTI on behalf of Client, including travel and meals expenses. In addition, specific periodic expenses include:

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- A one-time charge of $400.00, which represents FTI's costs associated with the multiple data sources that are required to facilitate daily program activities such as news retrieval access, analyst reports, and financial and industry publications, as well as FTI's costs associated with account administration.

In addition, FTI shall also charge the Client an additional highly specialized research ("HSR") fee under any of the following three (3) scenarios outlined below. FTI will provide the Client with advance notice of any applicable fee(s) before beginning the workstream or project in question.

- (HSR-1) – In the case where work being performed requires FTI to conduct a quantitative media or social media landscape analysis, a one-time fee of $3,000 will be charged to the Client.

- (HSR-2) – In the case where work being conducted related to any type of quantitative media analysis requires FTI to employ its proprietary data science techniques, technology, and/or platforms, a one-time fee of $7,500 will be charged to the Client.

- (HSR-3) – In the case where work being conducted is related in part or full to an Environmental, Social, and Governmental (ESG) assessment, materiality assessment, peer benchmarking or related research, a one-time fee of $2,500 will be charged to the Client.

At the end of each month, FTI shall bill Client, and Client shall reimburse FTI for all expenses and disbursements made on behalf of Client. All expenses and disbursements incurred will be itemized in each monthly invoice.

5. Invoices are due and payable up to 30 (thirty) days upon receipt and delivery of a monthly report describing the undergone activities and efforts. In addition to any other remedies available at law, FTI reserves the right to defer rendering services until payment is received on past-due invoices. The name and address of the Client designee to receive and approve FTI's invoices is indicated on the signature page of this latter. Client agrees to pay all court costs, attorney fees (whether or not contingent on collection from Client) and other expenses which may be associated with the collection of unpaid invoices. In addition to the remedies set forth above and any other remedies available at law, FTI reserves the right to defer rendering services until payment is received on past-due invoices.

6. Client will furnish to FTI certain material, non-public information concerning Client. As a condition of receiving such information, FTI agrees to treat any such information concerning Client, which is furnished to FTI by or on behalf of Client (herein collectively referred to as the "Information") in accordance with the provisions of this agreement. The term "Information" does not include Information which (a) was or becomes generally available to the public other than as a result of a disclosure by FTI or its directors, officers, employees, agents or advisors, (b) was available prior to its disclosure to FTI by Client or its representatives, (c) becomes available on a non-confidential basis from a source other than Client or its representatives, provided that such source is not known by FTI to be subject to another confidentiality agreement with or another obligation of secrecy to Client or another party, or (d) is independently developed by FTI.

   FTI hereby agrees that the Information will be kept confidential by FTI for a period of one year following the receipt of such Information, and will not be disclosed to any outside party except as so directed by Client.

   If FTI is requested or required (by oral questions, interrogatories, requests for Information or documents, subpoena, Civil Investigative Demand or similar process) to disclose any Information supplied to FTI in the course of dealings with Client, it is agreed that, to the extent permitted by law, FTI will provide Client with prompt notice of such request or requirement so that Client may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement. It is further agreed that if, in the absence of a protective order or the receipt of a waiver hereunder, FTI is nonetheless, in the opinion of our counsel, required to disclose Information concerning Client to any tribunal or else stand liable for contempt or suffer other censure, penalty or other liability, FTI may disclose such Information to such tribunal without liability hereunder. If FTI and/or any of its employees are required to testify or provide evidence at or in connection

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with any judicial or administrative proceeding relating to this engagement to which FTI is not a party, Client will compensate FTI at its regular hourly rates and reimburse FTI for reasonable expenses (including counsel fees) with respect thereto. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

Upon the earlier of (a) two (2) years from the date of the final invoice issued hereunder or (b) upon written notice to the Client, FTI will, at its option, destroy or return to the Client all original materials provided by the Client to FTI, and all materials created by FTI specifically for the Client under this Agreement; provided, however, that with respect to back-up media, such materials will be overwritten or destroyed, subject to FTI's normal schedule for overwriting and destruction, as the case may be.

If this engagement involves the processing of personal data (also referred to herein as personal information) (i) as governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the terms of the EU Data Protection Schedule attached hereto as Schedule A shall apply to this engagement and it shall form an integral part of this Agreement and (ii) as governed by the California Consumer Privacy Act, the terms of the California Data Protection Schedule attached hereto as Schedule B shall apply to this engagement and it shall form an integral part of this Agreement. In the event of a conflict between the terms of this Agreement and the terms of Schedule A or Schedule B, the terms of Schedule A or Schedule B shall prevail in relation to the processing of such personal data. If such personal data is processed in connection with this engagement, Client shall notify FTI in writing before any personal data is disclosed to FTI.

During the course of performing services, FTI may collect, generate or obtain via license, data such as, but not limited to, communications performance data, media reports, social media, media analytics, primary research data, publicly available data, opt-in subscriber data, and target audience lists. Where FTI has not been provided this data by the client under the definition of confidential "information" (as defined in Section 6), FTI retains ownership of any and all rights to this data and its derivatives. However, FTI may not use this data in affiliation with the client's name for any purpose outside the scope of this agreement without prior, expressed written prior consent from the client.

7. Client agrees to promptly notify FTI if it extends (or solicits the possible interest in receiving) an offer of employment to an employee of FTI involved in this engagement and agrees that it will pay FTI a cash fee, upon hiring, equal to 100% of the aggregate current annualized compensation (both cash and non-cash consideration), including any guaranteed or target bonus, to be paid to FTI's former principal or employee that the Client or any of its subsidiaries or affiliates hires at any time up to one year subsequent to the date of the final invoice rendered by FTI with respect to this engagement.

8. FTI Consulting (SC) Inc. is a wholly owned subsidiary of FTI Consulting, Inc., a global firm with numerous worldwide practices. Affiliated entities of FTI may be engaged by parties with interests that are adverse to and may not be consistent with the interests of Client. Absent your prior approval, the FTI Consulting (SC) Inc. employees providing services hereunder will not provide services to a party that is adverse to Client in this matter. If employees of other FTI Consulting, Inc. entities provide services to Client as part of this engagement team in this matter, those employees will be subject to these same restrictions.

9. This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter covered herein and all prior or contemporaneous understandings, negotiations and agreements are herein merged.

10. The Agreement may not be altered, extended, or modified nor any of its provisions waived, except by a document in writing signed by the party against whom such alteration, modification, extension or waiver is sought to be enforced.

11. A waiver by either party of any breach, act or omission of the other party is not to be deemed a waiver of any subsequent similar breach, act or omission.

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12. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of each of us and our respective successors and assigns.

13. This Agreement shall be governed by the laws of the State of New York, without giving effect to the choice of law provisions thereof. As to any dispute arising out of Paragraph 5, 6 or 7 it shall be subject to binding arbitration before the American Arbitration Association, New York County, New York, before a single arbitrator whose decision will be final and binding. For all other terms of this agreement each party hereby agrees to jurisdiction and venue in the State or Federal courts in New York County, New York. To facilitate judicial resolution and save time and expense, FTI and the Client irrevocably and unconditionally agree to waive a trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or the services provided hereunder. Client hereby waives personal service of process in any action or proceeding arising hereunder and Client agrees that such process shall be deemed properly and adequately served if sent to our address set forth in this Agreement, by certified or registered mail, return receipt requested.

14. Client agrees that FTI shall not be liable under this Agreement to Client, or its respective successors, assigns or affiliates for damages in excess of the total amount of the fees paid to FTI under this Agreement. In no event shall FTI be liable for punitive or consequential damages of any kind. Client shall indemnify FTI and hold FTI harmless against any and all claims by third parties for losses, damages or liabilities, including reasonable attorney's fees and expenses ("Losses"), arising in any manner out of or in connection with this Agreement, unless it is finally judicially determined that such Losses resulted from the gross negligence or willful misconduct of FTI. The terms of this paragraph shall survive the termination of this Agreement and shall apply to any controlling person, director, officer, employee or affiliate of FTI.

15. This Agreement may be executed in counterparts. Electronic/PDF copies are as effective as the original.

16. All notices, requests, demands, or other communications under this Agreement shall be in writing, notice shall be sufficiently given for all purposes as follows:

    Personal delivery. When personally delivered to the recipient, notice is effective on delivery.

    Electronic mail. When successfully emailed to Brian Kennedy at the address of Brian.Kennedy@fticonsulting.com, notice is effective on receipt.

    Certified mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by return receipt.

    Overnight delivery. When delivered by overnight delivery Federal Express/Airborne/United Parcel Service/DHL Worldwide Express, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purpose of giving notice are as follows:

To FTI:
Attn: Christopher Tucker
FTI Consulting (SC), Inc.
555 12th Street, NW
Suite 700
Washington DC 20004

To Client:
Ory Moussaieff
Managing Partner
NuSource LLC
226 West 37th Street 3rd Floor
New York New York 10018

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17. If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

18. The Client agrees that it will comply with all anti-corruption, anti-money laundering, anti-bribery and other economic sanctions laws and regulations of the United States, United Kingdom, European Union and United Nations (collectively, the "ABC/AML/Sanction Laws") in connection with this Agreement. The Client further agrees that it shall not, and it shall procure its employees not to, pay or cause other person(s) to pay FTI using any funds that would result in a violation of any of the ABC/AML/Sanction Laws by either Client or FTI, or otherwise take any action that would result in a violation of any of the ABC/AML/Sanction Laws by either Client or FTI. The Client shall promptly notify FTI in the event of any violation or failure to comply with ABC/AML/Sanction Laws in connection with this Agreement, or allegations relating thereto, by the Client or its directors, officers, employees or agents.

If the foregoing correctly sets forth the terms and conditions of our Agreement, please have the enclosed copy of this letter signed by a duly authorized officer beneath the words "Agreed to and Accepted" and return same to us.

Agreed to and Accepted:

FTI Consulting (SC), Inc.

By: _____
Chris Tucker
SMD, Global Energy Sector Lead

Date: 5-31-22

NuSource, LLC

By: _____
Ory Moussaieff
Managing Partner

Date: 05/30/22

Name and Address of Client contact designated to receive and approve invoices related to this Agreement:

Name: Ory Moussaieff

Address: 226 West 37th Street New York New York 10018

Phone: 7186854706

E-Mail: Orym@protonmail.com

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Schedule A

FTI CONSULTING DATA PROTECTION SCHEDULE

This Data Protection Schedule ("**Schedule**") forms part of the contract for services to which it is an attachment (the "**Contract**") between the client party identified in the Contract (the "**Client**") and the relevant FTI Consulting group entity identified in the Contract ("**FTI**").

1. Definitions

1.1 In this Schedule, unless otherwise defined herein, all defined terms shall have the meaning set out in the Contract.

1.2 In this Schedule, the following terms shall have the meanings set out below:

1.2.1 "**Data Protection Laws**" means all legislation protecting the personal data of natural persons that is applicable to the processing of Personal Data under this Schedule, including (without limitation) the GDPR and any national legislation which supplements the GDPR, and the data protection laws of any other country, state or territory which apply to such processing;

1.2.2 **"EEA Standard Contractual Clauses"** means the Standard Contractual Clauses set out in the European Implementing Decision (EU) 2021/914 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679, as updated, amended, replaced or superseded from time to time by the European Commission;

1.2.3 "**GDPR**" means the General Data Protection Regulation (EU) 2016/679;

1.2.4 **"Restricted Transfer"** means a transfer of Personal Data from Client to FTI in circumstances where such transfer would be prohibited by Data Protection Laws in the absence of the EEA or UK Standard Contractual Clauses;

1.2.5 **"Standard Contractual Clauses"** means either the EEA or UK Standard Contractual Clauses, as applicable to a Restricted Transfer;

1.2.6 **"UK Standard Contractual Clauses"** means the standard contractual clauses for the transfer of personal data to Processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision 2010/87/EU, as updated, amended, replaced or superseded from time to time by the UK government; "**UK GDPR**" means the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019; and

1.2.7 "**Personal Data**", "**Process**", "**Controller**", "**Processor**", "**Data Subject**", "**Supervisory Authority**" and "**Personal Data Breach**" shall have the meanings given to them in the Data Protection Laws.

2. Controller Terms

2.1 FTI and the Client will each act as separate and individual Controllers in relation to any Personal Data (including, without limitation, Personal Data relating to any of the Client's workers, FTI's workers, any litigation or arbitration opponent or customer or vendor or transaction partner) Processed by the Client or FTI to deliver the services set out under the Contract.

2.2 FTI and the Client will each comply with its own respective obligations under the Data Protection Laws in relation to their Processing of Personal Data under the Contract. In particular, the Client will ensure

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that any disclosures of Personal Data to FTI are lawful, and, in each case where necessary under the Data Protection Laws, the Client has notified and secured the consent of the relevant Data Subjects.

2.3 FTI may appoint Processors as required to deliver the services, who will process the Personal Data on FTI's behalf and at FTI's direction. Further, FTI may disclose Personal Data to other Controllers:

2.3.1 where necessary to deliver the services (including, but without limitation, law firms, accountants, other third party experts and any member of FTI's group of companies); or

2.3.2 pursuant to a legally binding written request, an order or request of a court of competent jurisdiction or any governmental or regulatory authority or where disclosure is required by applicable law or regulation ("**Legal Process**"). In relation to any Legal Process, FTI shall assess the lawfulness of the request before responding, and shall take any steps required by Data Protection Laws to protect Personal Data prior to its disclosure (including, without limitation, with respect to data minimization and data security);

2.4 In respect of any Restricted Transfer subject to the GDPR, the parties hereby enter into Module 1 of the EEA Standard Contractual Clauses (with Client as data exporter and FTI as data importer), which is hereby incorporated by reference into this Schedule and which shall come into effect upon the commencement of a Restricted Transfer. The parties make the following selections for the purposes of Module 1:

2.4.1 Clause 7 – *Docking clause* shall apply;

2.4.2 Clause 11(a) – *Redress* the optional language shall not apply;

2.4.3 Clause 13(a) – *Supervision*

2.4.3.1 Where Client is established in an EU Member State, the following shall apply: "The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer shall be the supervisory authority of the Member State in which Client is established or (if different) the lead supervisory authority of the Client in respect of a cross-border processing activity". *OR*

2.4.3.2 Where Client is not established in an EU Member State, but falls within the territorial scope of application of the GDPR in accordance with Article 3(2) and has appointed a representative pursuant to Article 27(1) of the GDPR the following shall apply: "*The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, shall act as competent supervisory authority.*" *OR*

2.4.3.3 Where Client is not established in an EU Member State, but falls within the territorial scope of application of the GDPR in accordance with Article 3(2) without however having to appoint a representative the following shall apply: "*The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred*

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under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority."

2.4.4 Clause 17 – *Governing law* "Option 1" shall apply and the "Member State" shall be the Republic of Ireland;

2.4.5 Clause 18 – *Choice of forum and jurisdiction* the Member State shall be the Republic of Ireland;

2.4.6 Annex 1 – the data exporter is Client and the data importer is FTI (in each case as identified, including in relation to their places of establishment, in the Principal Agreement) and the description of transfer is deemed to be as described in Annex 1 to this Schedule;

2.4.7 Annex 2 – the technical and organizational security measures are deemed to be as described in Annex 2 to this Schedule; and

2.4.8 Annex 3 – not applicable.

2.5 In respect of any Restricted Transfer subject to the UK GDPR, the parties hereby enter into the UK Standard Contractual Clauses (with Client as data exporter and FTI as data importer), which are incorporated by reference into this Schedule and which shall come into effect upon the commencement of a Restricted Transfer. For the purposes of clause II h) of the UK Standard Contractual Clauses, the Parties shall be deemed to have selected option (iii). Annex 2 to the UK Standard Contractual Clauses shall be deemed to be prepopulated with the relevant sections of the Annex to this Schedule. If at any time the UK government approves the EEA Standard Contractual Clauses for use under the UK GDPR, the provisions of paragraph 2.4 shall apply in place of this paragraph 2.5 in respect of Restricted Transfers subject to the UK GDPR, subject to any modifications to the EEA Standard Contractual Clauses required by the UK GDPR (and subject to the governing law of the EEA Standard Contractual Clauses being English law).

2.6 The Client acknowledges and agrees that certain Processors or Controllers engaged by FTI under paragraph 2.3 may be located in places that may require cross-border transfers of Personal Data. In respect of transfers by FTI to such Controllers or Processors, FTI will take steps in accordance with the Data Protection Laws to ensure an adequate level of protection for the Personal Data Processed by such Processors or Controllers. Where such a Controller or Processor notifies FTI that it may no longer be able to provide an adequate level of protection in accordance with Data Protection Laws, FTI shall independently assess the level of protection provided and, where necessary, shall take mitigating steps to improve the level of protection or, where this is not possible, terminate the transfer.

2.7 The Client acknowledges that FTI's email records are replicated onto a Microsoft 365 Cloud system in the United States of America and the Client hereby consents that any Personal Data that is provided to FTI by email will be replicated accordingly. To the extent that the Client wishes to transmit certain information or data to FTI and the Client objects to that data being replicated in accordance with this paragraph, the Client will use a communication or transmission method other than e-mail or will use an alternative e-mail system.

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SCHEDULE B

FTI CONSULTING CALIFORNIA DATA PROTECTION SCHEDULE

This California Data Protection Schedule ("Schedule") forms part of the contract for services to which it is an attachment (the "Contract") between the client party identified in the Contract (the "Client") and the relevant FTI Consulting group entity identified in the Contract ("FTI"). FTI will be functioning as a service provider.

1. Processing of Personal Information.

In connection with FTI's provision of services to Client under the Contract, if FTI receives any personal information (as such term is defined under the California Consumer Privacy Act) from or on behalf of Customer, then FTI:

(a) will only process such personal information for the purpose of providing the services;

(b) will not retain, use, or disclose such personal information for any purpose other than to perform the services or outside of the direct business relationship between FTI and Client;

(c) will not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate such personal information to any third party for monetary or other valuable consideration; and

(d) certifies that it understands the restrictions on its processing of such personal information as set forth in this sentence, and will comply with them.

FTI may disclose personal information to FTI's service providers in connection with such service providers providing services to FTI, and FTI may permit such service providers to process personal information as necessary for FTI to provide the services to Client.

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Exhibit A

MEMORANDUM

TO:	**Interested parties**
FROM:	**FTI Consulting, Inc.**
RE:	**Updated scope of work**
DATE:	**May 26, 2022**

Thanks for the opportunity to share some of our thinking around how our team could potentially be of service to yours as efforts continue to raise awareness among investors, partners and key members of the public about the once-in-a-generation opportunities associated with the safe and sustainable development of the Greater Sunrise offshore energy fields.

Revised Scope Superseding Old Proposed Strategy

As we have discussed, the scope of work that our team initially organized several months ago (captured in a proposal dated Jan. 19, 2022) no longer aligns with the realities and circumstances that characterize the broader issue landscape today – nor does it reflect NuSource's current business priorities or needs. The opportunity is now specifically focused on advancing the commercial development of Greater Sunrise, which is expected to require international energy industry expertise and public and private finance partners.

Understood in those terms, this new scope and contract is meant to supersede our prior proposal, and represent our best revised thinking (informed by a very different set of circumstances than those we encountered many months ago) around how our global team of experts can help you and your clients support and advance the safe development of hydrocarbons off the coast of Timor-Leste.

Discovered in 1974, the Greater Sunrise fields are located approximately 150 km south of Timor-Leste and 450 km northwest of Darwin, Australia. The Greater Sunrise offshore development tract includes the Sunrise and Troubadour gas and condensate fields, collectively known as Greater Sunrise. Timor GAP, E.P., Timor-Leste's national oil company, owns a 56.56% majority interest; Woodside, the operator, holds 33.44% percent interest, and Osaka Gas owns the remaining 10%. According to the latest available estimates, the Greater Sunrise fields hold contingent resources of 5.1 Tcf of dry gas and 226 million barrels of condensate.

Greater Sunrise spans the territorial waters of both Timor-Leste and Australia, which is covered in the Maritime Boundary Treaty that both countries signed in 2019. Since 2019, the Timor-Leste and Australian governments, as well as Greater Sunrise's joint-venture partners have been in negotiations to complete the legal and fiscal frameworks required for this commercial development.

Recent progress in these negotiations has resulted in an agreement among interested parties to complete the required legal and fiscal frameworks in 2022, which among other things, presents emerging commercial opportunities for leading oil and gas firms with the expertise and experience and public and private finance institutions to participate in the development of Greater Sunrise.

Recommended Activities

We believe our global team of experts is uniquely positioned – both from a geographic standpoint, and as it relates to domain expertise and relationships with leading industry experts – to support and advance this commercial development in a timely manner. On behalf of NuSource, FTI will utilize its deep industry

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experience, relationships, and expertise to develop and implement a strategy that seeks to accomplish the following:

- Raise awareness of the commercial opportunities and benefits to be realized in the development of Greater Sunrise fields.
- Identify and engage representatives of leading international energy companies and experts who possess the experience to develop offshore resources of this size and scope, and facilitate discussions with potential commercial opportunities at it relates to Greater Sunrise.
- Identify and introduce to the NuSource team potential future investment partners, including public and private finance institutions, which could participate in financing the development of Greater Sunrise.
- Inform stakeholders internationally of the wide-ranging benefits to be realized by removing unnecessary barriers to this sustainable commercial development.

Conclusion

We believe we're uniquely positioned to add immediate and significant value to the enterprise in which you are presently engaged – from the nuts to the bolts, to arms, legs and heart. Thank you once again for the time and attention, and for your confidential consideration of this revised scope of work. Please don't hesitate to contact us directly with whatever comments, concerns or questions you may have.

Appendix: About FTI

FTI Consulting, Inc. (NYSE: FCN) is a global business advisory firm dedicated to helping organizations protect and enhance enterprise value in an increasingly complex legal, regulatory and economic environment.

With more than 7,000 employees located in 30 countries, FTI's professionals work closely with clients to anticipate, illuminate and overcome complex business challenges in areas such as investigations, litigation, mergers and acquisitions, regulatory issues, reputation management and restructuring.

Relevant Experience

Our team has deep experience working with clients to manage high-profile issues and achieve desirable outcomes, especially in emerging economies seeking to develop their resources. We understand the political challenges that developing nations face in the global geopolitical environment. We can leverage our international relationships to identify the necessary like-minded third-party influencers to create and amplify awareness of the issues, and effectively advocate for our client's desired goals. FTI takes an integrated approach to ensure we are bringing to bear the right solutions to meet our clients' unique business challenges.

FTI has built a proud record as one of the staunchest supporters of the energy industry broadly, but particularly the oil and natural gas sector as many of the world's largest firm seek to navigate tricky markets and regulatory systems and adapt to the energy transition. With the largest dedicated Energy and Natural Resources practice in the world made up of more than 100 experts, our team is regularly called upon to develop and execute strategies around the most complex, high-stakes communications challenges for companies of all sizes across the entire industry value chain.

Practitioners in FTI's global Energy & Natural Resources team include former industry-beat journalists; buy- and sell-side analysts; E&P investor relations officers and corporate public, government, and media affairs managers; and senior policy and communications professionals from relevant government agencies across the United States, Europe and Asia. We believe that FTI is uniquely positioned to serve as your partner on this important journey thanks to our:

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- Integrated, multidisciplinary approach to communications that is firmly rooted in business strategy;
- Deep and extensive industry and government expertise, particularly in helping clients overcome complex and multifaceted challenges;
- Global reach with a presence in every major financial and regulatory hub in the world, including the United States, Australia, and Asia;
- Proven success in advising clients at the heart of the energy transition as well as organizations working to align their business with sustainability and climate-focused priorities;
- Trusted relationship with many of Timor GAP's would-be business partners and peers in the industry;
- Extensive networks spanning all key governments, business, trade and legal media, industry organizations and other relevant third parties;
- Intimate understanding of the full energy system – including oil and gas, as well renewables, utilities, hydrogen, carbon capture and storage, and other new energy solutions – combined with first-class expertise in ESG/sustainability.

Our deep energy expertise and years of sector-specific experience has placed the team at the center of some of the most pressing media, public affairs and financial communications challenges the global energy industry has faced in recent years.

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