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OMB No. 1124-0004; Expires October 31, 2026

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 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
Clock Tower X LLC	7649

3. Name of Foreign Principal

HAVAS Media Network

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, and the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 12/19/2025

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

Registrant shall provide strategic communications, planning, and media services in support of Havas' engagement by the State of Israel to develop and execute a nationwide campaign in the United states to combat antisemitism.

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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 shall provide strategic communications, planning, and media services in support of Havas' engagement by the State of Israel to develop and execute a nationwide campaign in the United states to combat antisemitism.

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 shall provide strategic communications, planning, and media services in support of Havas' engagement by the State of Israel to develop and execute a nationwide campaign in the United states to combat antisemitism.

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

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12. During the period beginning 60 days prior to the obligation to register[3] to the date of registration 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] to the date of registration 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 ☐ 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	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

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
12/26/2025	Bradley Parscale	Sign	/s/Bradley Parscale
		Sign	
		Sign	
		Sign	

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EXECUTION

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Date	Printed Name	Signature
12/22/25	Bradley Parscale	

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FIRST AMENDMENT

TO

SERVICES AGREEMENT AND INITIAL STATEMENT OF WORK

This First Amendment (this "**Amendment**") is entered into as of November [__], 2025, by and between Havas Media Germany GmbH ("**Client**") and Clock Tower X LLC ("**Agency**"). Capitalized terms used and not otherwise defined herein have the meanings set forth in the Services Agreement dated as of September 8, 2025 (the "**Agreement**").

RECITALS

WHEREAS, the Parties entered into the Agreement and the Initial Statement of Work attached as Exhibit A thereto (the "**Initial SOW**"); and

WHEREAS, the Parties desire to amend the Initial SOW to reflect (a) the funding structure actually utilized by Client, and (b) Client's election to provide additional budget dedicated exclusively to Digital Advertising.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Amendment to Section 3 of the Initial SOW. All references in the Initial SOW to "US$1,500,000 per month for four (4) consecutive months" are hereby deleted and replaced with the following:

"US$6,000,000 provided by Client in a single lump-sum disbursement."

2. Additional Digital Advertising Budget. Client shall provide an additional US$3,000,000 to Agency. This additional funding shall be used exclusively for Digital Advertising, including without limitation paid media, performance campaigns, platform-specific digital formats, and associated analytics. Upon receipt, the US$3,000,000 Digital Advertising budget shall be incorporated into the combined budget pool referenced in the Initial SOW. For clarity, the combined budget pool is increased from US$6,000,000 to US$9,000,000.

3. Conforming Changes. The Agreement and Initial SOW are amended such that all references to "US$1,500,000 per month for four (4) consecutive months" and "US$6,000,000 total" shall be deemed to refer to the funding structure described in this Amendment. All references to the "combined budget pool" shall now mean US$9,000,000 unless otherwise specified.

4. No Change to Scope or Nature of Services. The Parties acknowledge and agree that, except as expressly set forth in this Amendment, the Agreement and the Initial SOW remain unchanged in scope, purpose, and operation. The modifications reflected in this Amendment relate solely to the funding structure and budget allocation, and do not alter the nature of the Services, the foreign principal on whose behalf the Services are performed, or the direction or oversight

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structure applicable to the engagement. All Services shall continue to be performed in accordance with the Agreement (as amended), the Initial SOW (as amended), and applicable law.

5. No Other Amendments. Except as expressly amended herein, all terms of the Agreement and Initial SOW remain unchanged and in full force and effect.

6. Counterparts; Electronic Signatures. This Amendment may be executed in counterparts, each of which shall be considered an original. Electronic signatures constitute valid and binding signatures.

Signatures Follow

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IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first written above.

AGENCY:

CLOCK TOWER X LLC

By:_____
Name: Bradley J. Parscale
Title: Managing Member

CLIENT:

HAVAS MEDIA GERMANY GMBH

By:_____
Name: Nathalie Nikpour-Wagner
Title: International Consultant

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CONFIDENTIAL
CLOCK TOWER DRAFT
August 27, 2025

SERVICES AGREEMENT

This Services Agreement (this "**Agreement**") is entered into as of September [8], 2025 (the "**Effective Date**"), by and between Havas Media Germany GmbH, a global media agency ("**Client**"), and Clock Tower LLC, a Delaware limited liability company ("**Agency**"). Each of Client and Agency may be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Agency is engaged in the business of providing strategic communications and digital media services, including the design, execution, and deployment of integrated narrative campaigns across traditional and digital platforms;

WHEREAS, Client has been engaged by or on behalf of the State of Israel to coordinate and execute certain public communications and media activities in connection with a campaign to combat antisemitism in the United States and, in furtherance of that engagement, desires to retain Agency to perform strategic communications and related services, subject to the terms and conditions of this Agreement; and

WHEREAS, Client wishes to retain Agency, and Agency wishes to be retained by Client, to perform certain services as further described in this Agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Engagement. Client hereby engages Agency, and Agency accepts engagement by Client, to provide certain strategic communications and digital media services (the "**Services**"), subject to the terms and conditions of this Agreement. All Services shall be provided by Agency on a non-exclusive basis pursuant to one or more statements of work (each, an "**SOW**"). The initial SOW is attached hereto as Exhibit A. To the extent that the Parties later mutually agree to add or remove certain Services from this Agreement, such removed or additional Services may be memorialized herein by the addition of Exhibits A.1, A.2, and so forth.

2. Relationship of the Parties. While this Agreement is structured as a services arrangement, both Parties acknowledge the mission-driven and collaborative nature of the engagement. The relationship is intended to be cooperative and goal-aligned, with each Party contributing distinct capabilities toward shared objectives. Notwithstanding the foregoing, the Parties agree that Agency is an independent contractor, and nothing in this Agreement shall create or imply a partnership, joint venture, agency, employment relationship, or fiduciary relationship between the Parties.

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3. Covenants.

(a) Mutual Covenants. Each Party shall reasonably cooperate with the other in good faith in connection with the performance of this Agreement, including compliance with all applicable legal and regulatory requirements. Without limiting the foregoing, the Parties acknowledge that certain disclosures, filings, or transparency obligations may arise under the Foreign Agents Registration Act, 22 U.S.C. § 611 *et seq.* (together with its implementing regulations, "**FARA**"), and agree to cooperate with one another and with any applicable governmental authorities as may be necessary to ensure timely and good-faith compliance with any such obligations. Each Party shall notify the other promptly upon becoming aware of any actual or potential FARA-related filing, exemption request, or inquiry relating to the Services. Nothing in this Agreement shall be construed to require either Party to violate applicable law or to waive its rights or privileges in connection with any regulatory process.

(b) Agency Covenants. Agency shall: (a) perform the Services diligently, professionally, and in accordance with industry standards; (b) engage affiliated entities, subcontractors, or consultants to perform services under this Agreement (collectively, "**Third-Party Providers**"), provided that Agency remains fully responsible and liable for all acts and omissions of such Third-Party Providers; and (c) instruct and ensure (to the extent required by applicable law) that all Third-Party Providers comply with all applicable laws, regulations, confidentiality obligations, and Client's content guidelines provided in advance and in writing to Agency.

(c) Client Covenants. Client shall: (a) provide Agency with all necessary materials, information, approvals, and assistance promptly upon request by Agency; (b) timely compensate Agency as detailed in the relevant SOW; (c) review and provide approval or feedback regarding Work Product or other deliverables promptly upon receipt from Agency.

4. Compensation and Expenses.

(a) General. Client agrees to (a) pay Agency the compensation detailed in the SOW; and (b) reimburse Agency for all reasonable and documented expenses incurred on Client's behalf in connection with the Services; provided, however, that any such expenses must be pre-approved by Client in writing and shall be reimbursed within thirty (30) days following submission of expense receipts by Agency.

(b) Tax Matters. The Parties agree that each shall be solely responsible for any and all taxes or assessments attributable to such Party arising out of or relating to the transactions contemplated by this Agreement. Without limiting the foregoing, each Party specifically acknowledges that it is responsible for any income, sales, use, or transfer taxes assessed by any jurisdiction in connection with the Services.

5. Ownership.

(a) Work Product. All materials, creative content, deliverables, briefs, strategies, plans, reports, documentation, and other works of authorship (collectively, the "**Work Product**") created, conceived, developed, or prepared by Agency, its employees, contractors, or agents for Client

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under or in connection with this Agreement (excluding Social Media Content) shall remain the sole and exclusive property of Agency. Subject to timely payment of all fees and expenses due, Agency hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license to use, display, reproduce, and distribute the Work Product solely for Client's use during the Term of this Agreement and for any reasonable wind-down, compliance, or archival purposes thereafter, unless otherwise agreed in writing. Upon termination or expiration of this Agreement, all rights in and to the Work Product shall revert exclusively to Agency, and Client shall cease all use of the Work Product, except as otherwise expressly agreed in writing.

(b) Social Media Content. Notwithstanding anything to the contrary herein, Social Media-generated social media content, posts, images, videos, audio, writings, and other materials created by social media Social Medias in connection with the Services ("**Social Media Content**") shall not be deemed Work Product hereunder, and no rights, title, or interest in Social Media Content shall transfer to Client pursuant to this Agreement, except that Agency shall ensure that Social Medias grant Client a non-exclusive, perpetual, royalty-free, worldwide license to display, distribute, repost, share, or otherwise use such Social Media Content solely as contemplated by this Agreement and the attached SOW.

(c) Agency's Pre-Existing Materials. Client acknowledges that Agency retains ownership of all intellectual property rights in any of Agency's pre-existing materials, methodologies, tools, templates, processes, and technologies created or developed independently by Agency outside the scope of this Agreement ("**Pre-Existing Materials**"). Agency hereby grants Client a limited, non-exclusive, perpetual, royalty-free, worldwide license to use any Pre-Existing Materials solely to the extent necessary to utilize the Work Product and Services delivered by Agency under this Agreement. Notwithstanding the foregoing, Client shall not, and shall not permit any third party to, reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code, structure, or underlying ideas or algorithms of any Pre-Existing Materials provided by Agency under this Agreement.

(d) Feedback. To the extent Client provides Agency with any feedback, suggestions, comments, or recommendations regarding the Services or Agency's products, services, methodologies, or processes ("**Feedback**"), Client hereby grants Agency a perpetual, irrevocable, royalty-free, worldwide, non-exclusive right and license to freely use, disclose, reproduce, sublicense, distribute, modify, and exploit such Feedback without restriction or compensation to Client.

(e) Limited License to Use Client Materials. Client hereby grants Agency a limited, non-exclusive, sub-licensable (solely to Third-Party Providers engaged to perform Services on behalf of Client), revocable license to use Client's intellectual property (including, without limitation, all copyrights, trademarks, trade names, domain names, trade dress, moral rights, and other items of intellectual property) solely to the extent necessary to perform the Services. This license terminates immediately upon termination or expiration of this Agreement.

(f) Reservation of Rights. Except as expressly provided in this Section 5, no other rights or licenses, express or implied, are granted by either Party to the other under this Agreement.

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6. Confidentiality.

(a) Definition. For purposes of this Agreement, "**Confidential Information**" means any non-public, proprietary, or sensitive information disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in any form, whether oral, written, electronic, or visual, including without limitation: (i) the existence, terms, or substance of this Agreement; (ii) strategic plans, campaign concepts, creative materials, media buys, distribution tactics, and narrative frameworks; (iii) data sets, audience research, polling results, engagement analytics, and performance metrics; (iv) business plans, financial information, cost structures, and compensation terms; (v) attorney-client communications or materials prepared in connection with compliance under FARA or other applicable laws; and (vi) any other information that a reasonable person would understand to be confidential given the nature of the information or the context of its disclosure. Notwithstanding the foregoing, Agency may disclose any information as necessary to comply with its obligations under FARA, and such disclosures shall not be deemed a breach of this Section 6.

(b) Obligations of Confidentiality. Each Party agrees to: (i) maintain the confidentiality of the Confidential Information using commercially reasonable care and at least the same degree of care as the Receiving Party uses to protect its own confidential information; (ii) use the Confidential Information solely for purposes related to or arising out of the transactions contemplated by this Agreement, and not for any other purpose unless expressly authorized in writing by the Disclosing Party; and (iii) limit disclosure of the Confidential Information solely to those employees, agents, affiliates, or contractors who have a need to know in order to fulfill obligations under this Agreement, and who are bound by confidentiality obligations substantially similar to those set forth herein.

(c) Exceptions. Confidential Information does not include information that: (i) was already known to the Receiving Party without restriction at the time of disclosure by the Disclosing Party; (ii) becomes publicly available through no breach of this Agreement by the Receiving Party; (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (iv) is rightfully received from a third party who is not under a duty of confidentiality with respect to such information. In addition, nothing in this Section 6 shall prevent either Party from disclosing Confidential Information or providing truthful testimony as required by applicable law, regulation, or valid legal process (including, without limitation, any subpoena or court order, or any request arising under, or disclosure required by, FARA). The Receiving Party shall, to the extent permitted by law, promptly notify the Disclosing Party of any such requirement and reasonably cooperate with any effort to seek protective treatment. If Agency determines in good faith that continued performance under this Agreement would conflict with or jeopardize its ability to comply with applicable FARA obligations, Agency may terminate this Agreement without penalty.

(d) Duration of Obligation. The confidentiality obligations contained herein shall survive for a period of five (5) years following the termination or expiration of this Agreement.

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7. Representations and Warranties.

(a) Mutual Representations and Warranties. Each Party represents, warrants, and covenants to the other Party as follows:

(i) *Organization and Authority*. It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization and has full corporate power and authority to execute, deliver, and perform its obligations under this Agreement.

(ii) *Execution and Performance*. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate actions, and this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms.

(iii) *Compliance with Laws*. Its performance under this Agreement will comply with all applicable laws, regulations, rules, and industry standards in any jurisdiction in which activities under this Agreement are conducted, including, without limitation, laws relating to advertising, public communications, anti-discrimination, and data protection. This includes, without limitation, compliance with FARA, the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), and any applicable national, federal, state, or local privacy or data security laws. To the extent either Party processes personal data in connection with the Services, each Party shall comply with all such applicable data protection laws and shall execute any data processing agreement or other documentation required to give effect to such compliance upon reasonable request.

(iv) *Content and Messaging*. All campaign materials developed or deployed by Agency shall comply with applicable advertising, content, and platform-specific guidelines, and shall not knowingly include false, defamatory, or unlawful content.

(v) *No Conflicts*. Neither the execution nor performance of this Agreement will violate, conflict with, or constitute a breach of or default under: (A) its organizational documents; (B) any contract or agreement to which it is a party; or (C) any law, regulation, or court order applicable to it.

(b) Additional Client Representations and Warranties. Client further represents and warrants that:

(i) *Ownership*. It owns or has obtained all necessary rights, licenses, and permissions to grant Agency the limited license provided herein and for the use of its intellectual property in connection with the performance of Services.

(ii) *Non-Infringement*. The materials and content provided by Client to Agency for use in the Services shall not infringe upon the intellectual property rights or other proprietary rights of any third party.

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(iii) *Clear Title*. All materials provided by Client to Agency are, to Client's knowledge, free and clear of any liens, claims, encumbrances, or other restrictions that would interfere with the rights granted herein.

(c) Additional Agency Representations and Warranties. Agency further represents and warrants that:

(i) *Good Faith Performance*. It will perform the Services in a professional, diligent, and workmanlike manner consistent with industry standards and practices.

(ii) *Third-Party Providers*. It will engage Third-Party Providers who are reputable, qualified, and competent to perform the promotional activities described in the SOW.

(iii) *Licenses*. It shall secure from Third-Party Providers all necessary licenses, consents, and permissions to grant Client the rights contemplated by this Agreement, except as otherwise expressly limited herein.

8. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION SHALL BE CONSTRUED TO LIMIT EITHER PARTY'S EXPRESS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS AS SET FORTH ELSEWHERE IN THIS AGREEMENT.

9. Indemnification.

(a) Agency Indemnification. Agency agrees to indemnify, defend, and hold harmless Client, its affiliates, officers, directors, employees, representatives, and agents (collectively, the "**Client Indemnified Parties**") from and against all claims, demands, suits, liabilities, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to: (i) any breach by Agency of any of its representations, warranties, covenants, or obligations under this Agreement; (ii) negligence, gross negligence, fraud, or willful misconduct by Agency, its employees, subcontractors, or agents; (iii) any violation of applicable laws, rules, regulations, or industry standards by Agency or its Third-Party Providers; and (iv) Agency's infringement or misappropriation of any third-party intellectual property rights related to the Services, excluding claims related solely to Client-provided materials.

(b) Client Indemnification. Client agrees to indemnify, defend, and hold harmless Agency, its affiliates, officers, directors, employees, representatives, and agents (collectively, the "**Agency Indemnified Parties**") from and against all claims, demands, suits, liabilities,

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damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to: (i) any breach by Client of any of its representations, warranties, covenants, or obligations under this Agreement; (ii) negligence, gross negligence, fraud, or willful misconduct by Client, its employees, subcontractors, or agents; (iii) any violation of applicable laws, rules, regulations, or industry standards by Client; and (iv) Client's infringement or misappropriation of any third-party intellectual property rights relating to any materials, trademarks, or other intellectual property provided by Client to Agency for use under this Agreement.

(c) Indemnification Procedures. The indemnified Party shall promptly notify the indemnifying Party in writing upon becoming aware of any claim for which indemnification may be sought hereunder. The indemnifying Party shall have sole control of the defense and settlement of such claim, provided that it shall not settle any claim without the indemnified Party's prior written consent (not to be unreasonably withheld, conditioned, or delayed) if such settlement imposes any obligation or liability upon the indemnified Party or contains an admission of wrongdoing by or binding restriction upon the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense or settlement of any such claim at the indemnifying Party's expense.

10. Limitation of Liability.

(a) Exclusion of Certain Damages. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10(b), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF DATA, OR LOSS OF GOODWILL), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Carveouts. NOTWITHSTANDING SECTION 10(a), NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR: (i) ITS INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (ii) BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 6; (iii) VIOLATION OF APPLICABLE DATA PROTECTION OR PRIVACY LAWS (INCLUDING, WITHOUT LIMITATION, GDPR AND OTHER NATIONAL OR STATE EQUIVALENTS); (iv) FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT; OR (v) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

(c) Liability Cap. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10(b), IN NO EVENT SHALL AGENCY'S TOTAL LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL COMPENSATION ACTUALLY PAID BY OR ON BEHALF OF CLIENT TO AGENCY UNDER THE APPLICABLE SOW IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

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11. Term and Termination.

(a) Term. This Agreement shall commence on the Effective Date and shall remain in effect through December 31, 2025, unless earlier terminated in accordance with Section 11(b) and for so long thereafter as any active SOW remains in effect, unless otherwise agreed by the Parties.

(b) Termination. This Agreement shall remain in effect until the earliest to occur of: (i) the date all Services under any active and outstanding Statement(s) of Work are completed; (ii) the expiration of the then-current Term (unless renewed); (iii) termination by either Party at any time, with or without cause, upon thirty (30) days' prior written notice to the other Party; (iv) termination by either Party upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice describing the breach in reasonable detail; or (v) a written determination by either Party that continued performance would conflict with its obligations under applicable law or regulation, including FARA, in which case the terminating Party may immediately terminate this Agreement without penalty.

(c) Effect of Termination. Upon termination of this Agreement: (i) Client shall promptly pay Agency for Services performed and approved expenses incurred through the effective date of termination; (ii) Agency shall deliver a final summary of completed work and funds allocated; and (iii) each Party shall return or securely destroy the other Party's Confidential Information then in its possession or control, subject to any retention obligations imposed by law or regulation.

(d) Survival. Upon any termination or expiration of this Agreement, all provisions that by their nature should survive termination shall so survive, including without limitation provisions relating to compensation, ownership, confidentiality, representations and warranties, indemnification, limitations of liability, dispute resolution, and governing law. Without limiting the foregoing, the provisions set forth in Section 4 (*Compensation and Expenses*), Section 5 (*Ownership*), Section 6 (*Confidentiality*), Section 7 (*Representations and Warranties*), Section 8 (*Disclaimer of Warranties*), Section 9 (*Indemnification*), Section 10 (*Limitation of Liability*), Section 11 (*Term and Termination*), Section 12 (*Dispute Resolution*), Section 13 (*Governing Law; Jurisdiction; Waiver of Jury Trial*), and Section 14 (*Miscellaneous Provisions*) shall survive and continue in full force and effect in accordance with their respective terms.

12. Dispute Resolution. Prior to initiating any legal action relating to this Agreement (other than actions seeking temporary, emergency, or injunctive relief), the Parties agree to confer in good faith for a period of not less than thirty (30) days to attempt to resolve the dispute informally.

13. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA. The Parties hereby consent to the exclusive jurisdiction of the state and federal courts located in Midland, Texas, USA. The Parties hereby irrevocably waive any objection to the personal jurisdiction of, or venue in, such courts. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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14. Miscellaneous Provisions.

(a) Opportunity to Consult Counsel. Client acknowledges and agrees that Client has been advised to seek independent legal counsel regarding this Agreement and has had ample opportunity to consult with an attorney prior to executing this Agreement. Client further acknowledges that Client is entering into this Agreement freely and voluntarily, with a full understanding of its terms and conditions.

(b) Incorporation of Recitals and Exhibits. The Recitals set forth above and all Exhibits attached hereto are incorporated into this Agreement by reference and form an integral part hereof.

(c) Force Majeure. Neither Party shall be liable for any delay or failure in performance (excluding payment obligations) to the extent caused by events beyond its reasonable control that render performance illegal, impossible, or commercially impracticable. Such events may include, without limitation, acts of God, natural disasters, epidemics or pandemics, labor disputes, acts of terrorism, war, civil unrest, embargoes, supply chain disruptions, or changes in law, regulation, or governmental policy. For the avoidance of doubt, no delay or failure in the payment of money shall be excused under this Section unless such failure results directly from: (i) a widespread failure of the international banking system or payment networks; or (ii) an official act of a sovereign authority that prohibits or lawfully restricts outbound payment transfers from the jurisdiction in which the payor is located, in a manner beyond the affected Party's reasonable control. In the event that continued performance becomes unlawful or commercially unreasonable due to a change in law or regulatory interpretation (including, without limitation, under FARA), the affected Party may suspend or terminate performance upon written notice to the other Party without liability or penalty.

(d) Amendments. No modification or amendment of this Agreement shall be valid unless in writing and executed by both Parties.

(e) Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement without the other Party's consent to an affiliate or in connection with a merger, acquisition, or sale of substantially all of its assets, provided that such assignee agrees in writing to be bound by the terms of this Agreement.

(f) No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto and their permitted successors and assigns, and nothing herein shall confer any rights upon any third party. Notwithstanding the foregoing, if the Services are performed on behalf of or for the benefit of a joint client (*e.g.*, a governmental entity or agency), such joint client shall be deemed a third-party beneficiary solely for purposes of enforcing its rights with respect to the Services and deliverables provided under this Agreement.

(g) Further Assurances. Each Party agrees to execute and deliver all further instruments and documents and to take all further actions reasonably necessary or desirable to fully carry out the intent and purposes of this Agreement.

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(h) No Waivers. No waiver of any right or remedy under this Agreement shall be effective unless in writing, and any delay or failure to enforce any provision shall not constitute a waiver thereof.

(i) Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability without affecting the validity, legality, or enforceability of the remaining provisions hereof.

(j) Headings No Effect. The headings contained in this Agreement are for convenience of reference only, shall not be deemed to constitute part of this Agreement, and shall not affect the meaning, interpretation, or construction of any provision hereof.

(k) Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and electronic signatures shall have the same validity as original signatures.

(l) Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof.

Signatures Follow

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Clock Tower LLC

By: _____
Name: Bradley Parscale
Title: Managing Member

Havas Media Germany GmbH

By: _____
Name: Nathalie Nikpour-Wagner
Title: International Consultant

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EXHIBIT A

INITIAL SOW

[SEE ATTACHED]

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CONFIDENTIAL
CLOCK TOWER DRAFT
August 27, 2025

Initial Statement of Work

This Initial Statement of Work (this "**Initial SOW**") is entered into pursuant to that certain Services Agreement dated as of August [ ], 2025 (the "**Agreement**") by and between Havas Media Germany GmbH ("**Client**") and Clock Tower LLC ("**Agency**"). Capitalized terms used but not defined in this SOW shall have the meanings ascribed to them in the Agreement.

1. **Project Summary**. Agency shall provide strategic communications, planning, and media services in support of Client's engagement by the State of Israel to develop and execute a nationwide campaign in the United States to combat antisemitism. This Initial SOW covers the initial research and planning phase of the campaign.

2. **Scope of Services**. Upon execution, the project shall commence with a strategic planning phase focused on foundational research, audience targeting, and campaign framework development. Services to be performed under this SOW include:

- Cultural, audience, and sentiment research, including public polling and digital listening;
- Strategic consulting and development of a narrative framework and messaging approach;
- Data architecture design and influence mapping, including identification of high-impact channels and actors; and
- Creation and delivery of the first month's comprehensive media and influence plan, including clearly defined Key Performance Indicators (KPIs) and metrics for success.

3. **Deliverables**. Agency shall produce the following deliverables under this SOW:

- Agency shall provide the following deliverables under this SOW, funded through a combined budget pool consisting of USD $1,500,000 per month for four (4) consecutive months contributed by Client, together with any matching funds contributed by Agency. All campaign content, media, and reporting will reflect the combined impact of Client funds and Agency matching funds.
- **Research and Audience Development**
  - Completion of an initial cultural, demographic, and sentiment research report within 30 days.
  - Delivery of monthly updated audience segmentation and sentiment analysis, including Gen Z and other key U.S. demographic groups.
  - Development and monthly refresh of influence and network maps identifying high-impact voices, communities, and distribution nodes.
- **Strategic Narrative and Messaging**
  - Delivery of a comprehensive narrative framework and messaging blueprint in Month 1.
  - Ongoing monthly updates to messaging and framing based on data insights and audience testing.

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- **Content Production and Distribution**
  - Production and delivery of a minimum of 100 root creative assets per month, spanning video, audio, graphic, and written formats.
  - Creation of 5,000 monthly variants of creative.
  - At least 80 percent of content is tailored to Gen Z audiences across platforms, including TikTok, Instagram, YouTube, podcasts, and other relevant digital and broadcast outlets.
  - Integration of narrative messaging into Salem Media Network properties and aligned distribution channels.
  - Paid media campaigns delivering a minimum of 50 million impressions per month, with a target average CPM under USD $2.00 across the combined budget pool.
- **Search and Language Operations (MarketBrew)**
  - Monthly search engine optimization (SEO) campaigns using the MarketBrew AI platform to improve the visibility and ranking of relevant narratives.
  - Delivery of a minimum of 20 pages per month across priority keywords and search result categories.
  - Monthly analysis of search landscape shifts and adjustments to content and placement strategy.
  - Deployment of websites and content to deliver GPT framing results on GPT conversations.
- **Reporting and Analytics**
  - Monthly consolidated reports covering:
  - Total spend across Client funds and Agency matching funds, itemized by channel and activity.
  - Combined reach, impressions, CPM performance, and estimated audience penetration.
  - Engagement metrics, including views, shares, clicks, and sentiment movement.
  - Volume of content produced and distributed (with counts by format: video, audio, graphics, articles).
  - Number of SEO page wins achieved and progress against monthly targets.
  - Narrative impact assessment and recommendations for ongoing optimization.

4. Disbursement Structure and Payment Terms. Client and Agency may agree on milestone-based or installment payments in writing. Agency acknowledges that payment shall be made upon satisfactory delivery of agreed goods and services and that no advance payments shall be required. Each disbursement request submitted by Agency shall include:

- A detailed media and execution plan with CPM estimates and expected reach;
- A targeting and engagement strategy with measurable KPIs;
- A deliverables brief describing expected content and outputs; and
- A reporting format suitable for reconciliation and oversight.

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All disbursement requests are subject to Client's prior written approval. Approved disbursements shall be paid within thirty (30) business days of Agency's submission of an invoice and completion of the corresponding deliverables or milestones.

5. **Use of Funds and Allocation**. Agency shall allocate disbursed funds as follows:

   - Up to ten percent (10%) may be used for support costs directly tied to execution, including but not limited to: strategic management, travel, compliance advisory, administrative overhead, and logistical support; and

   - At least ninety percent (90%) shall be used for production, media spend, talent, distribution, analytics, and reporting.

Agency shall provide itemized reporting for each disbursement, reconciling expenditures against the approved plan and measurable outcomes.

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