



August 13, 2024

Ten Key Strategies, LLC
158 Sweet Hollow Road
Huntington, New York 11743
Attn: Resi Cooper

Dear Resi:

The purpose of this letter is to confirm that Ten Key Strategies, LLC ("Ten Key") and Las Vegas Sands Corp. ("Sands") are parties to a Master Professional Services Agreement, with an effective date of June 1, 2022 ("Agreement"), and to Statement of Work #2 ("SOW #2"), with an effective date of January 1, 2023, which is governed by such Agreement. Pursuant to SOW #2, Ten Key has provided legislative and regulatory representation on behalf of Sands since January 1, 2023. Additionally, Ten Key has registered as lobbyists for Sands with the New York State Joint Commission on Public Ethics.

Sincerely,

DocuSigned by:
Chad Forster

Chad Forster
Vice President, Procurement and Supply Chain
Las Vegas Sands Corp.

Acknowledged and agreed:

Ten Key Strategies, LLC

Resi Cooper

Signature

Resi Cooper

Printed Name

Owner/President

Title

Certificate Of Completion

Envelope Id: B495F85A8FE246D8B6E91B587643B2DB

Status: Completed

Subject: CW2793783 - CW2793783_Ten Key_LVSC - Filing Letter for SOW 2 - NY Lobbying - 2024.08.13.pdf

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Kyle Aten

AutoNav: Enabled

3355 Las Vegas Blvd. South

Las Vegas, NV 89109

Envelopeld Stamping: Enabled

kyle.aten@sands.com

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

IP Address: 35.223.106.21

Record Tracking

Status: Original

Holder: Kyle Aten

Location: DocuSign

8/22/2024 5:04:56 PM

kyle.aten@sands.com

Signer Events	Signature	Timestamp
Chad Forster chad.forster@sands.com VP Global Procurement Las Vegas Sands Corp. Security Level: Email, Account Authentication (None)	<div>DocuSigned by: <i>Chad Forster</i> 9107B74B281F4AB...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 70.189.245.243</div>	Sent: 8/22/2024 5:06:29 PM Viewed: 8/22/2024 5:07:18 PM Signed: 8/22/2024 5:07:40 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Kyle Aten kyle.aten@sands.com Senior Manager – Development Contracts Administration, Procurement Las Vegas Sands Corp. Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 8/22/2024 5:07:41 PM

Electronic Record and Signature Disclosure:
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Uzoma Ehiemere uzoma.ehiemere@sands.com Director - Dev Contract Admin Las Vegas Sands Corp. Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 8/22/2024 5:07:42 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Alex Lanford Alexandra.Lanford@sands.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/22/2024 5:07:42 PM
Benson Xu Benson.Xu@sands.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/22/2024 5:07:44 PM
Ron Reese ron.reese@sands.com Senior VP Global Communications Las Vegas Sands Corp. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/22/2024 5:07:45 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/22/2024 5:06:29 PM
Certified Delivered	Security Checked	8/22/2024 5:07:18 PM
Signing Complete	Security Checked	8/22/2024 5:07:40 PM
Completed	Security Checked	8/22/2024 5:07:45 PM

Payment Events	Status	Timestamps
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Master Professional Services Agreement

This Master Professional Services Agreement ("Agreement") (CW2771129) is effective as of June 1, 2022 ("Effective Date") and is made by and between:

- (A) Las Vegas Sands Corp., a Nevada corporation with its principal address at 3883 Howard Hughes Parkway, Suite 550, Las Vegas, Nevada 89169 ("Buyer"), acting for itself and for the benefit of its Affiliates; and
- (B) Ten Key Strategies, LLC, a New York limited liability company with its principal address at 158 Sweet Hollow Road, Huntington, New York 11743 ("Service Provider").

Unless terminated earlier in accordance with its terms, this Agreement will continue through May 31, 2027 ("Expiration Date").

Background:

Service Provider is engaged in the business of providing consulting and lobbying Services relating to strategic planning, development and community organizing and Buyer wishes to purchase from Service Provider and obtain the benefit of such Services as set out in this Agreement and the relevant SOW.

It is agreed:

1. Services and Price.

Buyer may purchase from Service Provider Services as specified in Exhibit A, attached hereto and incorporated herein. The Prices for such shall be listed in Exhibit A or in a SOW issued by Buyer.

2. Buyer's Affiliates.

- 2.1. Buyer's Affiliates in United States may purchase Services under this Agreement directly from Service Provider at the same Prices and on the same terms set out in this Agreement by issuing a SOW in their own name. Such Affiliates which issue SOWs shall have the same rights granted to Buyer under this Agreement and will be solely and independently responsible for their obligations and liabilities related to that purchase.
- 2.2. Nothing in this Agreement will make Buyer responsible for obligations of any Buyer's Affiliate, nor will any Buyer's Affiliate be responsible for obligations of Buyer or any other Buyer's Affiliate.

3. Acceptance of Orders.

Each SOW becomes legally binding on the Parties only when fully executed by the Parties.

4. Acceptance of Services.

Acceptance of Services shall be determined by Buyer upon completion of the Services in accordance with the applicable SOW. Buyer may inspect the status of the Services at any time but Buyer's inspection or payment (or lack of inspection or payment) is not an acceptance of the Services or a waiver of any right or warranty and does not preclude Buyer from rejecting any Services discovered to be non-conforming.

5. Representations and Warranties.

- 5.1. **Service Representations and Warranties.** Service Provider provides the following minimum representations, warranties and guarantees to Buyer in relation to the Services supplied:

- (a) Services must be delivered on time, in a professional manner and in compliance with all requirements and specifications set out by Buyer in the relevant SOW;
- (b) Service Provider shall utilize Personnel of suitable skills, knowledge and experience such as would be generally expected of workmen or professionals engaged to perform the same or similar Services; and
- (c) Service Provider shall comply with any other warranties or guarantees set out in Exhibit A or a SOW.

5.2. **General Representations and Warranties.** Service Provider provides the following general representations, warranties and guarantees to Buyer at all times during the Term:

- (a) there are no threatened, imminent or current proceedings or investigations to which Service Provider is or may be a party that has a material adverse effect upon the ability of Service Provider to perform its obligations under, or the validity and enforceability of this Agreement;
- (b) all information provided by Service Provider to Buyer in relation to request for proposal (if any), Buyer's due diligence and this Agreement is accurate and complete in all material respects;
- (c) Service Provider shall at all times during the Term, comply with all applicable Law, industry standards and codes of ethics, and maintain any requisite product, service, professional or business licenses, permits and other certificates including licenses or permits for its Personnel. Service Provider will notify Buyer in writing immediately if any licenses or permits are revoked or suspended (even partially or temporarily);
- (d) Service Provider has not been debarred, suspended or excluded, or convicted of any offenses which might lead to debarment, suspension or exclusion, from participation in any relevant professional or government program or body which would govern Service Provider's provision of Services or have had civil monetary or other penalties imposed on Service Provider by any such program or body;
- (e) there exists no restriction that would prevent Service Provider from performing the Agreement including but not limited to any restriction contained within Service Provider's corporate policies;
- (f) neither the Services, nor Buyer's use of the Services, will constitute an infringement or misappropriation of IP rights, misappropriation of any trade secret or a violation of a right of publicity, nondisclosure obligation, or a violation of any other agreement that Service Provider may have with any third-party and that the Services and Service Provider's performance under this Agreement shall be free from liens, restrictions, reservations, security interests, encumbrances or Claims (including Claims based on the infringement of IP);
- (g) Service Provider has full power and authority to enter into and perform its duties and obligation under this Agreement;

- (h) Service Provider has not and will not pay or tender, offer, promise, or agree to pay, directly or indirectly, any commission or finder's or referral fee to any person or firm in connection with its activities on behalf of Buyer;
- (i) Service Provider warrants that all information supplied by Service Provider is complete, truthful, and accurate, and that Service Provider shall not obtain on Buyer's behalf or provide to Buyer any information that is not legally available in the U.S. and Territory or which is procurement-sensitive, proprietary, or classified or where there is reason to believe that possession of such information is unauthorized, illegal, or unethical; and
- (j) Service Provider represents and warrants that:
 - (i) no officer, director, shareholder, or agent of Service Provider is a Public Official, including, but not limited to, an official of any government department, agency, or instrumentality (including any state-owned or state-controlled entity), or a public international organization, or political party (other than Lauren Corcoran-Doolin, which Service Provider has notified Buyer of, and which Buyer has provided an exception to this warranty) or candidate for political office, or an RCA of such a person; and
 - (ii) it is not, and its officers, directors, and shareholders are not, "Specially Designated National(s)" or otherwise subject to any sanction or restriction on dealing imposed by a national or international authority. Service Provider will promptly disclose to Buyer in writing any change in status that may make this representation and warranty untrue or incomplete.

5.3. Each of the representations, warranties and guarantees of Service Provider in this Agreement are continuing in nature, shall survive acceptance and payment and shall not be deemed to exclude other rights, warranties, representations or remedies in law or equity, which are cumulative and may be exercised concurrently or separately.

6. **Provision and Removal of Personnel.**

Service Provider shall at all times provide sufficient and qualified Personnel to perform the Services. Buyer may with written notice request the removal of any Service Provider Personnel, or request that certain Service Provider Personnel do not provide Services for any reason including no reason. Upon Buyer's request, Service Provider shall provide suitable replacements, without additional expense to Buyer, within a reasonable time and without causing undue delay to the Services.

7. **Service Provider Representative.**

Service Provider shall provide a designated representative with full authority to act for Service Provider on all matters relating to this Agreement who shall be responsible for overseeing and monitoring the administration and performance of the Services in accordance with this Agreement and each SOW. Service Provider shall notify Buyer of the name and contact information of the designated representative, and shall notify Buyer of any changes after.

8. **Invoice.**

Upon completion of Services, Service Provider shall invoice Buyer by sending a Properly Documented Invoice within thirty (30) days. Service Provider agrees to submit invoices

electronically using Buyer's automated invoice processing system or other means identified by Buyer.

9. **Payment Terms.**

Buyer (or applicable Buyer's Affiliate) shall only pay undisputed amounts for accepted Services delivered and invoiced in accordance with this Agreement and the applicable SOW. Payment terms shall be Net thirty (30) days upon receipt of a Properly Documented Invoice unless otherwise provided in a SOW.

10. **Method of Payment.**

10.1. Service Provider shall provide Buyer with up-to-date bank account information and, unless otherwise expressly approved in writing by Buyer, such account should be in the same country as Service Provider's principal place of business. All payments will be made via electronic funds transfer to Service Provider's bank account identified by Service Provider to Buyer or such other method of payment as otherwise determined by Buyer. Buyer and Buyer's Affiliate will not make payment to any bank account that is not in the name of Service Provider.

10.2. Buyer utilizes an Automated Clearing House ("ACH") debit procedure to administer electronic funds transfer payments. ACH set-up forms are provided in connection with the vendor onboarding process.

11. **Additional Invoice and Payment Conditions.**

Service Provider agrees to the additional terms and conditions applicable to invoicing and payment as set out in Exhibit D.

12. **Set Off.**

Upon written notice to Service Provider, any unsettled liability of Service Provider (whether such liability is liquidated or unliquidated, present or future, accrued or contingent) may be set off against any amounts payable by Buyer (or Buyer's Affiliates), to Service Provider (or Service Provider's Affiliates) under this Agreement, Other Agreements or otherwise.

13. **Audit.**

13.1. Buyer and its authorized representatives shall have the right to audit and make copies of all financial and other records (in whatever form they may be kept, whether written, electronic, or other) relating to this Agreement kept by or under the control of Service Provider and its Subcontractors, and Service Provider shall (and shall ensure its Subcontractors) in good faith cooperate with Buyer and Buyer's authorized representatives in such audit, including making their personnel available for interviews by Buyer or Buyer's authorized representatives.

13.2. Service Provider shall ensure Buyer has these audit rights with Service Provider's employees, agents, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements between Service Provider and any Subcontractors to the extent that those subcontracts or agreements relate to the fulfillment of Service Provider's obligations to Buyer.

14. **Expenses.**

Buyer will not bear any expenses (airfare, car rental, lodging, license and permit fees, etc.) of Service Provider unless such expenses:

(a) are approved by Buyer in writing prior to being incurred by Service Provider; and

- (b) comply with the applicable, then-current “Contractor Expense Reimbursement Policy” listed in the Additional Information box at <https://www.sands.com/corporate-overview/procurement-supply-chain.html>. Service Provider undertakes that it will not provide nor promise to provide any gift or benefit of any type to any third parties, including meals and entertainment, without the written pre-approval of Buyer.

15. **Sales and Other Taxes.**

Buyer shall not be charged for, and Service Provider shall pay, any taxes based on the net or gross income of Service Provider or taxes imposed on Service Provider in lieu of income taxes or income tax increases. Service Provider shall be responsible for, and shall indemnify and hold Buyer harmless against, all payroll and employment related taxes and withholdings for Service Provider’s Personnel levied upon or attributable to the Services and work product rendered, including but not limited to, all state and federal FICA, worker’s compensation, disability and unemployment compensation insurance, and any compensation, contributions, dues, or other remuneration agreed to between Service Provider and its Personnel or as required by law. Buyer shall be responsible for all sales taxes, use taxes, value added taxes and other similar taxes (collectively “Applicable Taxes”) related to the Services and the work product. Service Provider’s fees as set out in each SOW are exclusive of Applicable Taxes. Buyer may self-assess and pay all Applicable Taxes in jurisdictions where it is authorized to do so provided that Buyer has furnished a valid exemption certificate to Service Provider. In the absence of a valid exemption certificate, Buyer shall reimburse Service Provider for any amounts related to Applicable Taxes that are remitted by Service Provider to the relevant taxing authorities.

16. **Withholding Tax.**

Buyer may withhold taxes from any payment amount if required and remit the same to the appropriate tax authority. In such event, Buyer shall pay the net amount to Service Provider and shall have no obligation to re-gross the same.

17. **Insurance.**

Without limiting and independent of Service Provider’s indemnification obligations, upon execution of this Agreement and during the Term, Service Provider, at its sole cost and expense, shall carry and maintain minimum insurance coverage and limits as described in Exhibit C.

18. **Termination for Convenience.**

In addition to any other termination rights in this Agreement, Buyer may terminate any SOW in whole or in part, or this Agreement, at any time for any reason (including no reason) by specifying the effective date of termination in a written notice to Service Provider.

19. **Termination for Cause.**

If an Event of Default occurs, Buyer may, at its sole discretion:

- (a) terminate this Agreement or any SOW with immediate effect by giving written notice to Service Provider; or
- (b) allow Service Provider a cure period by delivering a notice of default to Service Provider (“Notice of Default”). The Notice of Default shall detail the nature of the Event of Default and request Service Provider to cure such Event of Default within the cure period. If Service Provider fails to cure the Event of Default within the cure period, Buyer may by written notice terminate this Agreement with immediate effect.

20. **Effect of Termination or Expiration.**

Upon termination or expiration of this Agreement:

- (a) neither Party will be liable to the other Party, except for a liability:
 - (i) that arose before the termination or expiration of this Agreement; or
 - (ii) arising after the termination or expiration of this Agreement and in connection with clauses that carry post expiry or post termination obligations including the clauses listed in the “Survival of Certain Clauses” clause;
- (b) Service Provider shall cease any and all use of Buyer Marks (whether or not such use was permitted by Buyer during the Term) and cease representing to third parties that it has a Service Provider relationship with Buyer; and
- (c) Save for post termination obligations that survive termination, Buyer's sole liability for termination shall be limited to payment for the Services that have been delivered and accepted by Buyer as of the termination date unless i) Buyer becomes aware of, what it determines in good faith to be, a breach by Service Provider of Compliance section of this Agreement or ii) such payment is prohibited by Law or any government authority.

21. **Survival of Certain Clauses.**

All obligations that are intended either expressly or by their nature to survive termination or expiration of this Agreement shall so survive. Notwithstanding the foregoing, the terms and conditions of this Agreement shall apply to Orders that are in effect at the time of expiration of this Agreement, until the expiration or completion of the Order.

22. **Equitable Relief.**

Parties agree that:

- (a) the rights granted under this Agreement are critical to Buyer's business and Buyer's ability to service its customers;
- (b) the loss of these rights cannot be adequately compensated or measured in monetary damages; and
- (c) Buyer is entitled Equitable Relief to enforce the terms of this Agreement without showing proof of actual damages and without the need to secure or post any bond, provided however that all claims or actions for relief other than Equitable Relief shall remain exclusively subject to final and binding arbitration as provided in this Agreement.

23. **Indemnity and Defense Obligations.**

23.1. Service Provider shall defend, indemnify and hold harmless Buyer's Parties against all liabilities, actions, suits, claims, demands, losses, charges, costs and expenses of whatsoever nature (including reasonable legal and other professional fees and expenses) relating to:

- (a) any actual or alleged violation of Law by Service Provider, its employees or agents;
- (b) any actual or alleged infringement, violation or breach of any IP right;
- (c) any actual or alleged breach of any confidentiality or personal data obligation or restriction against publicity;
- (d) any actual or alleged breach of any statutory, regulatory or administrative requirement or directives including those relating to anti-corruption;

- (e) any actual or alleged gross negligence or willful conduct resulting in death, injury or loss, destruction of, or damage to tangible or intangible property;
- (f) actual or alleged act, neglect, default or omission by Service Provider or its Subcontractors with respect to the payment to their Personnel of salary, taxes or other amounts and benefits required by Law that arise out of or in connection with the supply under this Agreement;
- (g) any actual or alleged claim made at any time by any employee of the Service Provider who claims to have become an employee of or have rights against Buyer's Parties; and
- (h) any breach by Service Provider of its obligations under this Agreement.

("Indemnified Claim")

- 23.2. The protection of this indemnity shall be deemed to survive the completion of this Agreement and any assignment or earlier termination thereof for whatever reason.
- 23.3. Buyer's Parties shall notify Service Provider in writing of any matter for which it seeks indemnity hereunder.
- 23.4. Service Provider shall defend Buyer's Parties against any Indemnified Claim, at Service Provider's sole cost and expense, and Service Provider shall obtain Buyer's express written permission prior to taking any action that may be materially adverse to a Buyer's Party. Service Provider shall not settle any Indemnified Claim without Buyer's prior express written consent to such proposed settlement. If Service Provider does not obtain such permission or consent, Buyer shall have the right to avoid, dispute, settle, compromise or defend the Indemnified Claims and to control or take any action, including without limitation, the making of any admission of jurisdiction, fact or liability and the selection of counsel, all at Service Provider's expense.
- 23.5. Buyer's Parties may engage separate counsel and, in the event that Buyer's Parties do so because of conflict of interest between Service Provider and any Buyer's Party or because Service Provider does not defend Buyer's Parties, Service Provider shall bear the cost and expense of such separate counsel. Service Provider shall provide Buyer and its legal and professional advisers all reasonable assistance, information and co-operation.
- 23.6. Service Provider shall indemnify Buyer's Parties against any liabilities, damages, losses, settlements, attorney's fees, dispute resolution costs, professional's fees as well as any other costs or expenses incurred by or awarded against a Buyer's Party as a result of an Indemnified Claim or agreed to in a settlement and attributable to an Indemnified Claim.

24. **Limitation of Liability.**

BUYER AND BUYER'S PARTIES WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS), EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY SOW.

25. **Intellectual Property Ownership.**

All IP owned by each Party prior to entering into this Agreement shall remain the property of that Party ("Background IP"). Save for such Background IP, all IP which is or has been conceived, made or developed by Service Provider or its Personnel or incorporated in any Service, work, deliverable or other purchase under this Agreement or any SOW and all stages of conception, creation or development of such IP, shall be and remain the sole and exclusive property of Buyer. Service Provider agrees and will cause its Personnel, contractors and agents to promptly disclose and assign, and does assign to Buyer any and all such IP. At no additional charge to Buyer, Service

Provider shall provide reasonable assistance to Buyer to secure IP protection, including but not limited to, assistance in the preparation and filing of any patent, design, trademark and other applications, and the execution of all applications, assignments or other instruments for perfection or protection of title. Service Provider will pay its Personnel any compensation due in connection with such assignment of any IP or invention. Service Provider warrants to Buyer that Service Provider Personnel are subject to agreements that will secure Buyer's rights under this clause. If such assignment is not possible under Law, Service Provider grants an exclusive, royalty-free, perpetual license to Buyer with respect to such IP or shall reimburse Buyer any fees that it may incur in obtaining such a license.

26. **Remedy for Infringing Services.**

If Buyer's (or Buyer's Affiliate's) purchase or use of Services or Service Provider's service deliverable is enjoined, Buyer (or Buyer's Affiliate) may (at Buyer's (or Buyer's Affiliate's) option and Service Provider's expense) require Service Provider in addition to all other remedies, to promptly:

- (a) provide non-infringing Services or Service Provider's service deliverable;
- (b) modify the infringing Services or Service Provider's service deliverable so the infringement is removed; or
- (c) refund to Buyer (or Buyer's Affiliate) the Price paid by Buyer (or Buyer's Affiliate) for the infringing Services or Service Provider's service deliverable.

27. **Notice of Infringement.**

Service Provider shall promptly report to Buyer in reasonable written detail each notice or Claim of IP infringement or invasion of any right of privacy of which Service Provider has notice or knowledge and which arises out of or relates to this Agreement.

28. **Buyer Marks.**

Service Provider shall not use any Buyer Marks without the prior written consent of Buyer. If Service Provider is granted a right to use Buyer Marks, Service Provider will do so only in strict compliance with Buyer's requirements.

29. **Confidential Information.**

29.1. Service Provider shall use Confidential Information only for the purpose of this Agreement. Service Provider shall:

- (a) not disclose, nor allow the disclosure of, Confidential Information; and
- (b) safeguard Confidential Information from unauthorized use and disclosure.

29.2. Upon Buyer's request, Service Provider shall promptly return, or only to the extent that return is not physically feasible, destroy all Buyer Confidential Information. Following such return or destruction, Service Provider shall provide to Buyer written certification that no Confidential Information (or copies) is retained by Service Provider.

29.3. Contractual relationships between Service Provider and third parties shall not conflict with Service Provider's duty of confidentiality to Buyer. If Service Provider continues, or proposes to establish, any contractual relationship which may result in such conflict while this Agreement remains in effect, Service Provider shall immediately notify Buyer of the name and address of such third party and will disclose to Buyer the nature of such relationship. In the event that Buyer in its sole discretion considers the relationship a conflict of interest and the conflict cannot be resolved

between the Parties in a timely manner, Buyer may terminate any SOW or this Agreement on notice to Service Provider without any further liability other than for payment for Services delivered and accepted by Buyer, if any.

29.4. Any disclosure of Confidential Information by Service Provider to third parties shall only be to Service Provider's Subcontractors and licensees appointed pursuant to the provisions of this Agreement and the professional advisors, responsible officers and employees of Service Provider who require such disclosure on a need-to-know basis, for the proper performance of their duties and who will individually comply with all obligations of confidentiality imposed upon Service Provider by the provisions of this clause. Service Provider shall undertake all reasonable steps to minimize the risk of disclosure of Confidential Information by such third parties, professional advisers, officers and employees, and shall take all reasonable steps to restrict them from disclosing any Confidential Information. At a minimum, such efforts shall include:

- (a) the encryption of all such data in a commercially reasonable manner;
- (b) the segregation of all such data from Service Provider's data or that of any third party;
- (c) all access to such data shall be via commercially reasonable two-factor authentication; and
- (d) no such data may be stored in any cloud-based solution.

29.5. Nothing in this clause shall prohibit or restrict the disclosure of any Confidential Information to any third parties as required by Law or any regulatory authority to which Service Provider is subject. Service Provider shall as soon as reasonably practicable inform Buyer of the requirement to make any such disclosure, prior to making such disclosure.

29.6. Notwithstanding anything to the contrary in this Agreement, subject to all applicable Laws, Service Provider agrees that full disclosure of the existence and terms of this Agreement, including the compensation provisions, may be made at any time and for any reason to whomever the Buyer determines has a legitimate need to know such terms, including, without limitation, U.S. and Territory government organizations. Service Provider shall disclose to all parties with whom it deals on behalf of the Buyer that Service Provider has been retained by the Buyer to provide the Services. Service Provider shall not have any right, power or authority to create any obligation, express or implied, or make any representation on behalf of Buyer and shall never (i) negotiate terms and prices with any potential or current customer, (ii) accept notices, (iii) submit invoices to any customer under its own signature on behalf of the Buyer, or (iv) do anything else that might obligate Buyer to third parties, or cause the Buyer to be deemed to be doing business in the Territory, or to have created a permanent establishment in the Territory.

30. **Publicity.**

Service Provider shall not, without prior written consent of Buyer, sell, publish or publicly communicate any information related to the existence and terms of this Agreement or any SOW, including to confirm or deny the existence of such.

31. **Non-Disparagement.**

Service Provider agrees that, during the Term and for one (1) year after the expiry of this Agreement or its early termination, Service Provider will not make any statements in any communications with the press or media or to any other third parties or take any action which is:

- (a) intended; or

(b) would reasonably be expected,

to be disparaging towards, harmful to reputation of, or lead to unwanted or unfavorable publicity to Buyer's Parties.

32. **Personal Data Protection Compliance.**

The Parties agree that this Agreement (and any SOW) does not involve, and Service Provider shall refrain from Processing any Personal Data on behalf of Buyer or providing any Personal Data to Buyer.

33. **Macao Personal Data Law Compliance.**

Intentionally omitted.

34. **EU Personal Data Law Compliance.**

Intentionally omitted.

35. **Compliance.**

35.1. **Gaming Compliance.** Service Provider understands that Buyer and its applicable Affiliates operate pursuant to gaming licenses issued by the jurisdictions in which they operate that require strict compliance with all gaming-related rules and regulations. Throughout the Term, Service Provider agrees to fully cooperate with Buyer's vetting procedures of third parties in order to obtain and maintain suitability as a supplier of the Services. If required by applicable Gaming Authorities, Service Provider shall, at its sole cost, secure and maintain all appropriate licenses, qualifications, clearances or the like to perform its obligations under this Agreement.

35.2. **Compliance with Anti-Bribery, Anti-Corruption and other Laws.**

(a) In connection with this Agreement and its own business, Service Provider shall comply, and compel its directors, officers, employees, agents, and Subcontractors to comply, with all Law related to anti-corruption, anti-money laundering, and gaming. This includes, without limitation, the U.S. Foreign Corrupt Practices Act of 1977 (the "FCPA") (15 U.S.C. §§ 78dd-1, et seq.) which precludes giving, offering or agreeing to give anything of value to foreign Public Officials or RCAs, directly or indirectly, in connection with obtaining or maintaining contracts or orders or obtaining other benefits and also includes all other Laws applicable to Buyer or to Service Provider prohibiting bribery of any person, whether employed by an entity in the public or private sector.

(b) Service Provider warrants that it neither has violated nor will violate the FCPA or any other Law referenced in this clause. Service Provider warrants that it has not paid or agreed to pay, nor will it pay, anything of value to any employee or other representative of Buyer or to any third-party on behalf of Buyer. Service Provider further warrants that it has not made, offered, or agreed to make any political or charitable contributions or donations in relation to this Agreement and Service provider will not make any political or charitable contributions or donations in relation to this Agreement without first obtaining Buyer's a written pre-approval. Service Provider warrants that it shall disclose to Buyer if any Public Officials or RCAs currently or at any point throughout the Term:

(i) own an interest in Service Provider; or

- (ii) have any legal or beneficial interest in this Agreement, including legal or beneficial interest to any payments Buyer has made or will make to Service Provider under the Agreement.

35.3. **Record Keeping and Audit Rights.** Service Provider shall maintain complete, accurate, and reasonably detailed records arising from and related to this Agreement, as required by the FCPA and any other Law. Service Provider (and, if applicable, its Affiliates) shall, upon written request, allow Buyer's representatives to examine, audit, and make copies of said records and related documentation. Service Provider shall fully cooperate with any audit, to be conducted during normal business hours, of any records related to Service Provider's compliance or noncompliance with the terms of this Agreement and any Law.

35.4. **Other Legal Obligations.** Service Provider warrants that it shall comply in all respects with all Laws of the U.S. and the Territory applicable to Service Provider and Service Provider's relationship with Buyer, including without limitation applicable trade, human rights, personal data protection, labor, immigration, gaming, lobbying, fair competition and anti-corruption laws, laws governing political contributions and reporting requirements of same, and environmental Law in all activities related to the creation and provision of Services. Service Provider shall take no intentional action which would subject Buyer to penalties under Law.

Service Provider agrees that, prior to making any written or oral communication with any representative of any state, Territory or federal entity, or of any political subdivision thereof, Service Provider will obtain the written pre-approval of the Buyer with respect to the appropriate approach for any such communication and will provide written proof to the Buyer of any registration required of Service Provider by Law in connection such communications or activities. Service Provider further represents, warrants, and covenants to Buyer as follows:

(a) Service Provider represents and warrants that Service Provider and its Personnel have complied and will comply at all times with the applicable Laws and regulations of any jurisdiction in which Service Provider has acted or will act, including Federal Election Commission rules and regulations; the Federal Election Campaign Act, as amended ("FECA"); the Honest Leadership and Open Government Act ("HLOGA"); the Lobbying Disclosure Act of 1995, as amended ("LDA"); the Foreign Agents Registration Act ("FARA"); and other applicable federal, state and local campaign finance, pay-to-play, government ethics, post-employment, and gift and entertainment laws and rules of the U.S. and the Territory; and

(b) Service Provider and its Personnel will comply with all of Buyer's applicable policies and standards communicated to Service Provider. Service Provider will track and record time spent on issues and activities in accordance with the LDA and Buyer's policies and standards. Service Provider's procedures will include, in part, collecting and maintaining information related to contacts and communications with government officials and employees, including time spent on activities in support of such contacts and communications. This information will be used to ensure compliance with Buyer's contractual and legal obligations, including compliance with the LDA.

35.5. **Corporate Responsibilities.** Service Provider warrants that during the Term, it will fully comply with Buyer's "Supplier Code of Conduct" provided to Service Provider at <https://www.sands.com/corporate-overview/procurement-supply-chain.html>, Buyer's "Code of Business Conduct and Ethics" provided to Service Provider at <https://www.sands.com/corporate-overview/procurement-supply-chain.html>, as well as Buyer's "Anti-Human Trafficking Policy" provided to Service Provider at <https://www.sands.com/corporate-overview/procurement-supply-chain.html>, all as may be amended from time to time. Service Provider shall ensure, by

taking proactive steps, that all employees', Subcontractors', and agents' activities are consistent with these provisions.

- 35.6. **Conflicts.** In order to avoid any actual or perceived conflicts of interest, Service Provider represents that it has provided to Buyer a list of all of its current clients in Exhibit E, attached hereto and incorporated herein, for which services, which may include lobbying, consulting, advisory, professional, or similar activity, are being conducted by Service Provider (whether or not such activities require registration under the relevant jurisdiction lobbying laws) and Service Provider warrants and agrees that, during the Term, it will notify Buyer in writing and on a timely basis of any new client engagements for which such activity is being conducted.

- 35.7. **Notification and Cooperation.** Service Provider agrees to provide immediate written notice to Buyer in the event that:

- (a) Service Provider has or believes it may have failed to comply with any of its representations, warranties, or covenants under this Compliance Clause; or
- (b) Service Provider is alleged to have made improper payments in connection with its performance under this Agreement.

Service Provider shall cooperate fully with Buyer and/or any government agency investigating a possible violation of this Compliance Clause.

- 35.8. **Detrimental Activity.** Notwithstanding anything to the contrary in this Agreement, if Buyer shall in good faith determine that Service Provider, or any of its officers, directors, employees, agents, designees, representatives, partners, owners, members, shareholders, lenders, or financial participants is or may be engaged in, or is about to be engaged in, any activity or relationship that may be detrimental to Buyer's or any of Buyer's Affiliates' business, image, or reputation, or if any of Buyer's or Buyer's Affiliates' licenses are threatened to be, or are, denied, curtailed, suspended or revoked by such activity or relationship then Buyer may, in its sole discretion, terminate this Agreement or any SOW without further liability to Service Provider.

36. **Precedence.**

The following principles of precedence shall apply where there is any conflict of terms:

- (a) the terms of the Agreement will prevail over the terms of any SOW; and
- (b) the terms of any Change Order that amends a SOW will prevail over the terms of the SOW being amended.

37. **No Agency.**

This Agreement will not be construed to and does not create a relationship of agency, partnership, employment, joint venture or any other similar relationship between the Parties. Nothing in this Agreement shall be construed to authorize either Party to:

- (a) incur any expenses on behalf of the other Party;
- (b) enter into any engagement or make any representation or warranty on behalf of the other Party; or
- (c) bind, oblige, or commit the other Party in any way without obtaining the other Party's prior written consent.

38. **Independent Contractors**

- 38.1. Service Provider Personnel are employees, exclusively, of Service Provider, and paid by, Service Provider or Service Provider's Subcontractors. Service Provider understands that neither Service

Provider nor Service Provider Personnel are eligible for workers' compensation or unemployment insurance benefits, or eligible to participate in any employee pension, profit sharing, stock option, health, vacation pay, sick pay or other benefit plan of Buyer or Buyer's Affiliate (collectively "Buyer Benefits"). Therefore, Service Provider shall ensure that Service Provider Personnel will not apply for or participate in Buyer Benefits. Service Provider further agrees that in the event a court or government agency later determines that Service Provider or Service Provider Personnel is an employee of Buyer or Buyer's Affiliate rather than an independent contractor, Service Provider waives any right to recover and promises not to seek employee benefits of any kind to which an employee would have been entitled during the period prior to the court or agency's ruling. Service Provider shall indemnify, defend and hold Buyer's Parties harmless against any Claim by Service Provider or Service Provider Personnel seeking any Buyer Benefits from Buyer or Buyer's Affiliate.

- 38.2. The Parties are independent contractors with respect to one another. Service Provider shall be solely responsible for payment to any suppliers, Subcontractors and third parties Service Provider utilizes in the provision of the Services to Buyer or Buyer's Affiliate. Service Provider shall, and shall also require that its Subcontractors, pay all applicable social security, unemployment, workers' compensation or other employment taxes or contributions of insurance and, upon request, shall provide Buyer with proof that such payments have been made in a form acceptable to Buyer. Service Provider shall also comply with all Law relating to employment, including without limitation those regarding minimum wages, social security, unemployment insurance, workers' compensation and immigration.

39. **Time is of the Essence.**

Time is of the essence in Service Provider's performance under this Agreement.

40. **Assignment.**

Save for Buyer who may assign this Agreement or any SOW to its Affiliates by providing notice to Service Provider, neither Party may assign this Agreement or any SOW, in whole or in part, without the prior written consent of the other Party. Any permitted assignment or delegation shall not relieve Service Provider of its obligations under this Agreement. Any attempted assignment or delegation of this Agreement or any SOW not in accordance with this clause shall be void.

41. **Subcontracting.**

- 41.1. Subject to the terms of this Agreement, Service Provider shall complete the Services and fully perform the Services thereunder. In the event that Service Provider desires to subcontract any or all of the Services to any other third party, Service Provider shall obtain prior written permission and approval of Buyer, which permission shall be at Buyer's sole and absolute discretion. Service Provider shall provide Buyer with:

- (a) the name and address of the potential Subcontractor; and
- (b) a description of the type of Services or materials that the potential Subcontractor will be performing or providing.

- 41.2. If Buyer consents to Service Provider's engagement of the Subcontractor, Service Provider shall ensure that the Subcontractor is aware of and bound to the terms of this Agreement, as so applicable, and that prior to performing any Services, the Subcontractor obtains, maintains, and provides evidence of insurance as required of Service Provider under this Agreement.

42. **Change in Control.**

The Service Provider shall promptly notify Buyer at least forty-five (45) days prior to any proposed Change in Control. The proposed controlling party of Service Provider ("Proposed Party") shall be

required to submit to Buyer's vetting procedures of third parties ("Due Diligence"). Buyer may terminate this Agreement and any Order in the event the Proposed Party fails to successfully pass Due Diligence.

43. **Cross-default.**

Service Provider agrees that any material breach of this Agreement and/or any Order shall constitute a breach of not only this Agreement but also of all Other Agreements. Such breach shall allow Buyer (and Buyer's Affiliate), with written notice, to withhold payment under or terminate this Agreement or any Other Agreements.

44. **Severability.**

Should any provision of this Agreement or any SOW be held to be void, invalid, unenforceable or illegal, it shall be severed from this Agreement or such SOW and the remaining terms shall remain in full force and effect. The balance of this Agreement or such SOW shall be construed and enforced as if this Agreement or such SOW did not contain the particular provision held to be void.

45. **Waiver.**

Waiver of any term or condition of this Agreement or any SOW by a Party shall not be valid unless it is by way of an amendment to this Agreement or such SOW. The delay or failure of Buyer to enforce any provision of this Agreement or any SOW, or to require performance of any provision, shall not in any way be construed as a waiver of such provision, or affect the right of Buyer to subsequently enforce each and every provision of this Agreement or any SOW.

46. **Amendment.**

This Agreement shall not be amended except by express written agreement of the Parties. Any other attempt to amend this Agreement shall be null and void.

47. **Entire Agreement.**

This Agreement contains the entire agreement and understanding between the Parties with respect to its subject matter and supersedes all prior representations, negotiations, and agreements, whether written or oral, relating to such subject matter.

48. **Clause Headings.**

The clause headings in this Agreement are inserted for the purpose of convenience and ready reference only. They do not define, limit, or extend the scope or intent of the language of the clauses to which they pertain.

49. **Construction.**

Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of the same, and any rule of construction that a document shall be construed against the drafting Party, including without limitation, the doctrine known as contra proferentem, shall not be applicable to this Agreement.

50. **Notices.**

All legal notices related to this Agreement shall be in English and in writing, addressed to the notified Party's business representative with a copy to the Party's General Counsel and delivered to the notified Party's address stated above. Any notice shall be deemed to have been given:

- (a) when received by the Party to whom it is directed by hand delivery or personal service; or
- (b) three (3) business days after sent by registered mail or courier (with proof of delivery).

51. **Third Party Rights.**

Except as provided above for Buyer's Affiliates, this Agreement is entered into for the exclusive benefit of the Parties and is not intended to benefit any person or entity not a signatory to this Agreement or create any rights, powers or interests in any third person.

52. **Governing Law and Dispute Resolution.**

- 52.1. Other than an action seeking Equitable Relief, for each claim or dispute arising between the Parties under this Agreement, the Parties shall attempt to resolve the matter through escalating levels of management. In the unlikely event the Parties cannot resolve a claim or dispute among themselves, Service Provider and Buyer agree that any unresolved dispute or claim arising out of or relating to this Agreement (other than an action seeking Equitable Relief), shall be settled exclusively in accordance with the terms of this clause. The Parties agree to attempt to settle all such disputes or claims first by confidential mediation to be conducted by the American Arbitration Association ("AAA") in accordance with the AAA's then-current Commercial Arbitration Rules and Mediation Procedures (the "Rules"). If mediation is unsuccessful in resolving the dispute(s) or claim(s), the Parties agree to settle the matter by binding arbitration conducted by the AAA in accordance with the Rules. A Party initiating arbitration shall file a Demand for Arbitration with the AAA, as prescribed by the Rules. The arbitration will be held in Clark County, Nevada before a panel of three (3) arbitrators and such arbitration shall be confidential. Each Party shall appoint one impartial arbitrator within thirty (30) days of the initiation of arbitration and if a Party does not appoint an impartial arbitrator within such time, then the AAA will appoint an arbitrator on that Party's behalf. The two arbitrators thus appointed shall select the third arbitrator from the AAA's National Roster pursuant to the Rules, and such third arbitrator will act as chairperson. The arbitrators will apply the substantive law of the State of Nevada without regard to its or any other conflict of laws provision. The arbitration will be governed by the United States Arbitration Act, 9 U.S.C. § 1 et. seq. The Parties will be permitted to engage in limited discovery prior to the arbitration. The Parties agree that each will only be entitled to one deposition of the other's officers, directors, employees or agents. The Parties further agree that no interrogatories shall be served and document production obligations shall be limited to documents directly and solely related to the performance of this Agreement or the specific SOW at issue. Following a hearing, the arbitrators shall issue a signed and dated written opinion which shall decide all issues submitted. The arbitrators shall award only those remedies which are authorized by law and requested by the Parties and which the arbitrators determine to be supported by credible relevant evidence. The Parties will be responsible for their own attorney's fees and expenses, except that the prevailing Party in the arbitration shall be entitled to an award of its reasonable attorney's fees and expenses as an element of the arbitrators' award. Unless otherwise provided by Law, the cost of the arbitrators and the administrative fees of the AAA will be shared equally by Service Provider and Buyer. In order to facilitate resolution of the claim or dispute, Service Provider will include the arbitration requirements of this Agreement in its contracts with those suppliers and in its subcontracts with Subcontractors. Judgment may be entered on the arbitrators' award in any court having jurisdiction. For the purposes of entering such judgment or seeking Equitable Relief with regard to this Agreement, Buyer and Service Provider hereby consent to the jurisdiction of any or all of the following courts:

- (a) the courts of the State of Nevada and of the United States of America for the District of Nevada; or
- (b) any other court having jurisdiction;

provided that damages for any alleged violation of this Agreement, as well as any claim, counterclaim or cross-claim brought by Service Provider or any third- party in response to, or in connection with any court action commenced by Buyer seeking said Equitable Relief shall remain exclusively subject to final and binding arbitration as provided for herein.

52.2. BUYER AND SERVICE PROVIDER HEREBY EACH RESPECTIVELY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH THEY MAY EITHER NOW OR HEREAFTER HAVE TO SUCH JURISDICTION OR VENUE AND ANY DEFENSE OF INCONVENIENT FORUM AND ARE HEREBY GIVING UP THE RIGHT TO HAVE DISPUTES DECIDED IN CIVIL COURT BY A JUDGE OR JURY.

52.3. The United Nations Convention on Contracts for International Sale of Goods does not apply to this Agreement.

DEFINED TERMS

“Affiliate” or **“Affiliates”** means with respect to a Party, any entity that controls, is controlled by or is under common control with another such Party.

“Buyer Marks” means trademarks, service marks, trade names, logos, designs or other symbols of Buyer or its Affiliates.

“Buyer’s Party” or **“Buyer’s Parties”** means Buyer, Buyer’s Affiliates, and their respective officers, directors, employees, agents, and customers, to the extent customers are indemnified by Buyer or Buyer’s Affiliates.

“Change in Control” means a change in the person or persons who either:

- (a) directly or indirectly control a majority of the Service Provider’s voting shares; or
- (b) has or have a position of dominant influence over the Service Provider.

“Claim” or **“Claims”** means any claim, demand, suit, or cause of action, liability, fine, penalty, or any claim for damage, loss or expense.

“Confidential Information” means all information, provided under this Agreement, whether or not marked confidential, that is disclosed or made available to Service Provider, directly or indirectly, in written, oral or electronic form, through any means of communication or observation; and includes:

- (a) the existence and the terms of this Agreement or any SOW;
- (b) information concerning Service Provider’s performance under this Agreement; or
- (c) information obtained by Service Provider from third parties in the course of supplying or obtaining approvals for performance.

Confidential Information does not include information that is:

- (i) lawfully known by Service Provider before negotiations leading to this Agreement;
- (ii) independently developed by Service Provider without use of the Confidential Information;
- (iii) part of the public domain; or
- (iv) obtained by Service Provider from a third-party without any violation of confidentiality.

“Data Protection Laws and Standards” means any prevailing Law and industry standards applicable to Buyer or Service Provider relating to data security and protection, including without limitation the PCI DSS, industry standards and practices, European Union General Data Protection Regulation, Singapore Personal Data Protection Act (No. 26 of 2012), Macau Personal Data Protection Act, law 8/2005, and applicable US federal and state data privacy laws and regulations.

“Equitable Relief” means an order of specific performance, mandatory injunction, or other appropriate preliminary or permanent equitable relief.

“Event of Default” means -

- (a) a breach of a material obligation under this Agreement, which for the avoidance of doubt, includes a breach of the Confidential Information Clause, Personal Data Protection Compliance Clause, Intellectual Property Ownership Clause, Remedy for Infringing Services Clause, Compliance Clause, Exhibit D Additional Invoice and Payment Terms and Conditions, Additional Terms and Conditions set out in the SOW;
- (b) a repetitive breach (i.e., in excess of two (2)) of any obligation under this Agreement;
- (c) a Party suffering an event of bankruptcy, insolvency, liquidation, composition or any other analogous event in any jurisdiction;
- (d) Service Provider conducting itself in a way detrimental to the image or reputation of Buyer or Buyer’s Affiliates;
- (e) the sale of substantially all the assets of Service Provider, any merger, consolidation or acquisition of Service Provider with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of Service Provider in one or more related transactions;
- (f) a change in law that makes effecting this Agreement illegal or prohibited;
- (g) the issuance of an order or direction by any governmental authority, restraining or enjoining the transactions under this Agreement.
- (h) any false or misleading information provided by Service Provider to Buyer in particular relating to Service Provider's or Subcontractors’ background, qualifications or other information supplied for purposes of Buyer’s background or due diligence checks on Service Provider and Subcontractors;
- (i) formal or informal notice from a regulatory agency given to Buyer that affiliation with Service Provider may or will jeopardize the licensing status of Buyer; or
- (j) the unavailability of Service Provider or Service Provider Personnel preventing the provision of services by Service Provider for more than ten (10) consecutive days.

“Gaming Authorities” means governmental authorities relating to casino gaming.

“Indemnified Claim” or **“Indemnified Claims”** means any claim, demand, suit, or cause of action, liability, fine, penalty, or any claim for damage, loss or expense set forth in Section 23.1.

“IP” means patents, rights to inventions, copyright and related rights, trademarks, service marks, trade names, logos, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which exist in any part of the world.

“Law” means all applicable, to the Buyer, the Service Provider, or both, laws, rules, statutes, decrees, decisions, orders, regulations, judgments, codes, enactments, resolutions and requirements of any government authority (federal, state, local, or international).

“Order” means a SOW issued by Buyer to purchase Services under this Agreement.

“Other Agreements” means other agreements between Buyer (or Buyer’s Affiliates) and Service Provider (or Service Provider’s Affiliates).

“Party” means either Buyer or Service Provider and **“Parties”** means both Buyer and Service Provider.

“Personal Data” means all data which is defined to be “personal data” under Data Protection Laws and Standards, and includes information of any type or in any medium including sound and image, which identifies, is able to identify, or which relates to an individual, whether true or not, in any form, disclosed, furnished or by any means made available directly or indirectly to Service Provider, its agents or its Subcontractor by or on behalf of Buyer or otherwise received or obtained by Service Provider, its agents or its Subcontractors pursuant to or in the course of performing this Agreement. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to a unique identifier, an indication number or otherwise, or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

“Personnel” or **“Service Provider Personnel”** means Service Provider’s and Subcontractors’ officers, directors, employees, and agents, and other personnel engaged by Service Provider or Service Provider’s Subcontractors to perform this Agreement.

“Price” or **“Prices”** means the price to be paid for the Services.

“Process” or **“Processing”** means the carrying out of any operation or set of operations in relation to Personal Data, whether or not by automatic means, and includes any of the following – collection, storing, consulting, using, processing, recording, holding, analyzing, organizing, adapting, copying, altering, using to create derivative works, retrieving, accessing, combining, transmitting, displaying or disseminating, publishing or otherwise making available by any means, blocking, erasing, or destroying, etc.

“Properly Documented Invoice” means an invoice submitted by Service Provider through Buyer’s electronic purchasing system that contains:

- (a) Ariba Order Number/CW Number;
- (b) Invoice date;
- (c) Delivery destination;
- (d) Description and quantity of items purchased, or services performed;
- (e) Date of delivery;
- (f) For each of the individual items purchased: Order line no., UOM, unit Price, extended Price, taxes, discounts, and total amount requested;
- (g) Freight charges (if applicable);
- (h) Payment Term;
- (i) Name of Buyer’s representative; and
- (j) Any other supporting documents or information reasonably requested by Buyer.

“Public Official” means an employee, representative officer, director, agent, consultant, official, board member, or anyone acting in an official capacity on behalf of any:

- (a) agency, department, body or branch of national, regional, provincial, state, municipal or local government, whether legislative, executive, or judicial, or any person acting in an official capacity on behalf of a government entity (this includes candidates for political office);
- (b) public international organization;
- (c) political party; or
- (d) entity owned, operated or controlled by, or otherwise under the influence of, a governmental agency, department, body, or entity (commonly referred to as a State Owned Entity).

“RCA” means “Relative or Close Associate of a Public Official”, which means an individual with close personal or familial dealings with a Public Official, such as a business associate or someone related to the Public Official by blood or marriage.

“Service” or **“Services”** means the services as specified in Exhibit A or any other services made available to Buyer that are substantially similar in nature or in type to such services listed or described in Exhibit A.

“SOW” or “SOWs” means any statement of work issued under this Agreement, in the form as set out in Exhibit B.

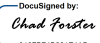
“Subcontractor” means a business or a person who is engaged by the Service Provider specifically to perform any part of an Order.

“Term” means the period commencing from the Effective Date, and ending on the earlier of:

- (a) the Expiration Date; or
- (b) the termination date of this Agreement, if this Agreement is terminated earlier in accordance with its terms.

“Territory” means the State of New York and any other country or jurisdiction indicated in an Order.

Accepted and agreed as of the Effective Date by:

Buyer: Las Vegas Sands Corp.	
Signature:	 9107074B201F4AB...
Print Name:	Chad Forster
Title:	VP Global Procurement
Date:	6/15/2022


Service Provider: Ten Key Strategies, LLC	
Signature:	 CACB0543AEAE439...
Print Name:	Resi Cooper
Title:	Principal
Date:	6/15/2022

EXHIBIT A

SERVICES, SPECIFICATIONS AND PRICE LIST

Consulting and lobbying Services relating to strategic planning, development and community organizing, which shall be further described in an SOW.

EXHIBIT B**FORM OF STATEMENT OF WORK to the
MASTER PROFESSIONAL SERVICES AGREEMENT**

This Statement of Work ("SOW") (CW No: []) is entered into under the terms and conditions of the Master Professional Services Agreement dated [] (Month/Date/Year) ("Agreement") [CW No: []] between:

- A. [] (Registration No: []), a company incorporated under the laws of [], and maintaining its [principal place of business/registered address] at [] ("Buyer"); and
- B. [] (Registration No: []), a company incorporated under the laws of [], and maintaining its [principal place of business/registered address] at [] ("Service Provider").

1. **Term** - This SOW is effective as of [date] (Month/Date/Year) and will continue through [date] (Month/Date/Year) unless terminated earlier in accordance with the terms of the Agreement.

2. **Project Organization** - [Project Organization: Buyer Representative, Service Provider Representative and Personnel].

3. **Services** - [Scope of Services to be performed].

Service Provider shall provide to Buyer the following Services:

- (a) *[insert detail] OR [Refer to table of Services below]; and*
- (b) *Any other ancillary tasks or works necessarily related to the Services and as requested by Buyer*

4. **High Level Schedule** - [High-level schedule of work to be performed].

Service Provider shall commence the Services by [insert start date] or on such other later date agreed in writing with Buyer.

Service Provider shall deliver the Services in accordance with the following schedule: [Insert any schedule for the Services that is time related]

5. **High Level Resource Plan** - [Resources throughout the previously defined schedule].

6. **Deliverables** - [Deliverables to be provided by Service Provider (by phase)].

7. **Service Provider Receivables (Buyer deliverables)** – [Deliverables to be provided by Buyer].

8. **Training** – [Required training content].

9. **Pricing** - [Pricing, Currency].

Buyer shall pay Service Provider the following Price:

[Currency] [] Only [insert figures] [per [insert time period if necessary]].

This Price includes/excludes [Insert applicable sales or withholding tax if different from Agreement clause on Sales Tax and Withholding Tax].

10. **Payment Terms** – [Payment Terms].

Buyer shall pay Service Provider according to the following payment schedule:

Scope of Services	Required Completion/Milestone Delivery Dates/KPIs/Acceptance criteria	Price (Currency)

[In the event of a termination between scheduled payment dates, Service Provider agrees to prorate the amount payable or paid by Buyer up to the effective termination date, and if any excess has been paid by Buyer, to refund such excess to Buyer within [thirty [30] days after termination.]

11. **Acceptance Criteria** - [Acceptance criteria].

12. **Assumptions** – [Order assumptions].

13. **Additional Terms and Conditions:**

The following terms apply to this SOW in addition to the terms and conditions set out in the Agreement:

13.1 Additional Representations and Warranties

For the purpose of SOW, the Service Provider represents and warrants that it and its Personnel hold the following licenses and certifications: [insert specific licences if important for the Service being provided].

13.2 Confidential Information

The Parties explicitly and unequivocally agree that, for the purpose of this SOW, the Confidential Information shall also include all reports and other deliverables produced by Service Provider for Buyer under this SOW, all of which shall be kept confidential by Service Provider in accordance with the terms of the Agreement.

13.3 Contract Monitor

- (a) The Contract Monitor for this SOW is [insert name] [insert title] [contact email and phone number] unless Buyer re-designates another Monitor by notice in writing to Service Provider.
- (b) Service Provider and Service Provider Personnel shall act upon, and only to the extent of, the instructions of the Contract Monitor.
- (c) The Contract Monitor may monitor and periodically evaluate the performance of Service Provider [by insert any specific evaluation terms].

13.4 Restrictions on Service Provider Scope of Work

- (a) Service Provider is engaged to supply Services only in the territory of [insert country in which Service Provider is performing Services] (the "Territory").
- (b) Prior to making any written or oral communications with any representative of any government entity including state owned entities, Service Provider shall obtain the written pre-approval of the Contract Monitor.
- (c) Service Provider shall comply with any conditions imposed by Contract Monitor regarding how the communications are to be handled.
- (d) In accordance with the No Agency Clause of the Agreement:

- (i) Service Provider has no authority to and may not conduct any negotiations on behalf of Buyer with any third parties;
- (ii) Service Provider may not use Buyer's business card nor represent orally or in writing that Service Provider or Service Provider Personnel is a representative or agent of Buyer;
- (iii) Service Provider shall not accept notices on Buyer's behalf or submit invoices on Service Provider's letterhead or under Service Provider's signature on Buyer's behalf; and
- (iv) Service Provider shall not, through Service Provider's conduct, cause Buyer to be deemed to be doing business in the Territory or create a permanent establishment for Buyer in the Territory.

13.5 Reports by Service Provider

- (a) Service Provider shall provide written reports on the following matters to the Contract Monitor:
 - (i) In relation to government interactions, on a [insert timing] basis:
 - A. Name, position and role of the persons Service Provider has been given approval to interact with;
 - B. Current status of the interactions;
 - C. Persons that Service Provider is proposing to interact with.
 - (ii) In relation to other activities, on a [insert timing] basis: [].

13.6 Exclusivity

For the duration of this SOW, Service Provider shall not assign any Personnel or supply similar Services to any competing integrated resort in the Territory without the prior written consent of Buyer.

[] [Insert any additional terms and conditions unique to the scope of work in the SOW]

Accepted and agreed.

Buyer:	Service Provider:
Name :	Name :
Title :	Title :
Date :	Date :

EXHIBIT C**INSURANCE COVERAGE AND REQUIREMENTS****INSURANCE**

Without limiting and independent of Service Provider's indemnification obligation, the Service Provider shall procure and continuously maintain, in full force, for the duration of the contract, minimum insurance coverage and limits as described below. Insurance is to be placed with insurer(s) authorized to write business where service, work, and/or products are being provided with a current A.M. Best rating of not less than A-, VIII (or equivalent), unless otherwise acceptable to Buyer. Limits required are expressed as minimum evidence of insurance only and are not intended to limit the legal liability of Service Provider.

1. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Workers' Compensation Insurance with statutory limits as required by law and Employer's Liability Insurance covering legal obligation to pay damages for bodily injury or occupation disease (including death) sustained by an employee with minimum limits of: \$1,000,000 bodily injury by accident; \$1,000,000 bodily injury by disease; \$1,000,000 policy limit.

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Covering bodily injury, property damage, products and completed operations, and personal & advertising injury with minimum limits of one million dollars (\$1,000,000) per occurrence. This policy shall include contractual liability coverage applicable to the indemnities assumed hereunder. If the policy has a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be two times (2x) the required occurrence limit. Product liability insurance shall not have mixing or blending exclusion(s).

3. AUTOMOBILE LIABILITY INSURANCE

Covering loss arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, hired, or non-owned with minimum limits of one million dollars (\$1,000,000) per accident for bodily injury and property damage. Appropriate endorsements should be evidenced if hazardous waste is to be transported – ISO MCS 90 and CA 9948 (Broadened Pollution Liability Endorsement).

4. UMBRELLA/EXCESS LIABILITY INSURANCE

The umbrella/excess liability insurance policies must follow form of the underlying primary policies (except Workers' Compensation and Professional (E&O) Liability) with minimum limits of four million dollars (\$4,000,000) per occurrence. Policy(ies) shall include as an "additional insured" any person or organization that qualifies as an "additional insured" in the underlying primary policy(ies).

5. PROFESSIONAL (E&O) LIABILITY INSURANCE (Claims-Made Form)

Covering liabilities arising out of, caused by, or resulting from any act, error and/or omission, negligence, breach of duty and/or misrepresentation with minimum limits of two million dollars (\$2,000,000) per claim.

ADDITIONAL REQUIREMENTS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

ADDITIONAL INSURED: Buyer and Buyer's Parties are to be covered as "additional insureds" on the above-mentioned liability policies (except for Workers' Compensation/ Employer's Liability and Professional (E&O) Liability) for on-going and completed operations with respect to liabilities arising out of work, service or operation performed by or on behalf of the Servicer Provider including materials, parts, products, or equipment furnished in connection with such work, service or operation. The "additional

insured” status shall apply to the full limits of liability purchased by Service Provider even if those limits of liability are more than those required by this Agreement.

PRIMARY & NON-CONTRIBUTORY: Service Provider’s insurance shall be primary to and without the right of contribution from any insurance policy(ies) maintained by and/or available to Buyer. Any insurance or self-insurance maintained by Buyer shall be excess of Service Provider’s insurance.

WAIVER OF SUBROGATION: Service Provider and Service Provider’s insurer(s) hereby waive any and all rights of subrogation that Service Provider and/or Service Provider’s insurer(s) may have against Buyer and Buyer’s Parties by virtue of payment of any loss. Service Provider agrees to obtain any endorsement from its insurer(s) that may be necessary to affect this waiver of subrogation.

CROSS LIABILITY/SEVERABILITY OF INTEREST: The policies required herein shall provide a cross-liability/severability of insureds clause indicating the insurance applies as if each insured is the only insured, and separately to each insured against whom a claim is made or suit is brought.

SELF-INSURED RETENTIONS, PREMIUMS, DEDUCTIBLES: The Service Provider shall be responsible for payment of premiums for all insurance coverages required under this Agreement. The Service Provider further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Service Provider is responsible hereunder, the Service Provider shall be solely responsible for all deductibles and self-insured retentions. There shall be no recourse against Buyer and Buyer’s Parties for the payment of premiums or other amounts with respect to the insurance required from the Service Provider under this Agreement.

If a self-insured retention is applicable, the policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Named Insured, Additional Insured, or other third parties.

CLAIMS MADE POLICIES: If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown on the certificate of insurance, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion or termination of the contract.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective or start of work date, the Service Provider must purchase extended reporting period coverage for a minimum of three (3) years after completion or termination of the contract.

CERTIFICATE OF INSURANCE: Service Provider shall furnish Buyer with certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Service Provider’s obligation to provide them.

NON-BUYER-OWNED PROPERTY: The Service Provider (and its subcontractor of every tier) is responsible for insuring its own materials, tools, equipment, and other personal property in its care, custody, or control whether in transit to, or stored on or off the premises, which is to be used in the work, service, and/or operation performed under this Agreement.

SUBCONTRACTORS: Service Provider shall require and verify that all subcontractors engaged by Service Provider under this Agreement, obtain and maintain insurance coverage in types and amounts reasonable and appropriate to that part of the work or service being performed. Service Provider shall ensure Buyer and Buyer’s Parties are added as “additional insured(s)” for on-going and completed operations on the liability insurance policy(ies) required from subcontractors. Service Provider acknowledges that Service Provider accepts liability for any loss or claim that may arise out of Service Provider’s use of subcontractors of every tier including any deficiencies in coverage and/or limits maintained by Service Provider’s subcontractors.

SPECIAL RISKS OR CIRCUMSTANCES: Buyer reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

INSURANCE REQUIREMENTS ARE NOT LIMITS: The foregoing requirements and any approval or waiver of said insurance by Buyer are not intended to and will not in any manner limit or qualify Service Provider's liabilities, whether imposed by applicable law or assumed pursuant to this Agreement, including but not limited to Service Provider's indemnification obligations. Buyer in no way warrants that the minimum limits contained herein are sufficient to protect Service Provider from liabilities that might arise out of the performance of the work, service, products and/or operation under this Agreement by Service Provider or Service Provider's agents, representatives, employees, or subcontractors; and Service Provider is free to purchase such additional insurance as Service Provider may deem necessary.

EXHIBIT D**ADDITIONAL INVOICE AND PAYMENT TERMS AND CONDITIONS**

1. Service Provider must ensure that each invoice complies with the following in order to issue a Properly Documented Invoice:
 - (a) be in the name of Service Provider;
 - (b) reference the project name;
 - (c) provide sufficient detail on the Services performed by Service Provider for Buyer during the periods covered by the invoice;
 - (d) include the following affirmation on Service Provider's behalf by its senior most officer:
"We, hereby certify that in performing services under the Master Professional Services Agreement ("Agreement") dated [], we and our officers, employees, partners, representatives, agents and anyone acting on our behalf or for our benefit (collectively, "Service Provider Personnel") have complied, and will continue to comply, with the terms of the Agreement and that Service Provider's Personnel have not given, promised, nor authorized any improper payments of money or anything of value, directly or indirectly to any government official or to any political party, political party official, candidate for political office, or employee of a state owned entity."
 - (e) not include any fees unless permitted under the relevant SOW; and
 - (f) not include any mark ups or admin fees charged on expense amounts to be reimbursed.
2. Service Provider agrees that payments of invoices shall comply with the following:
 - (a) Payment shall be only by check, ACH or wire transfer payable to Service Provider;
 - (b) Only compensation that is allowable under applicable law, regulation, or administrative requirement shall be due and payable Buyer. Any payment made to Service Provider that is later disallowed by an applicable governmental authority or declared unlawful by an applicable governmental authority or made in violation of the provisions of this Agreement shall be promptly refunded or returned by Service Provider to Buyer.
 - (c) Buyer reserves the right not to make payment if Service Provider's bank account name or name on the invoice is not identical to the legal entity named in this Agreement. Buyer will make payments only to bank accounts in the jurisdiction where Service Provider is organized, has its principal place of business, or performs the Services.
3. Each claim for reimbursement of expenses must comply with the following:
 - (a) The expense must be pre-authorized by the Contract Monitor in writing;
 - (b) The claim must be compliant with Buyer's policies applicable to consultant/contractor expense reimbursements;
 - (c) The claim must be accompanied by valid receipts detailing the amount, purpose of the expense, persons in attendance, positions of such persons in particular whether they hold any government positions;
 - (d) The claim must be accompanied by a representation that the expenses are accurate and consistent with Buyer's policies;
 - (e) The claim must be submitted within forty-five (45) days of the reimbursable expense being incurred.

EXHIBIT E
LIST OF CLIENTS

Kivitt LLC
1199SEIU Benefit and Pension Greater New York
Anbaric Development Partners LLC
The Good Growth Alliance
Goldman Sachs & Co. LLC
Planning for Tomorrow
Long Island Law Enforcement Foundation
Scarlet Oak Strategies
Unibail - Rodamco- Westfield
DLA Piper
Nassau Hub Master Development Corp LLC