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OKLAHOMA
Office of Management
& Enterprise Services

STATE OF OKLAHOMA CONTRACT WITH HMC GLOBAL LTD

This State of Oklahoma Contract ("Contract") is entered into between the State of Oklahoma by and through the Department of Commerce ("State") and HMC Global Ltd ("Supplier") and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature ("Effective date"). The term of the Contract is one (1) year with three (3) one-year options to renew the Contract.

Purpose

The State is awarding the Contract to Supplier for the provision of Europe-based FDI Consultant, as more particularly described in certain Contract Documents. This Contract Document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Issuance of a purchase order is required prior to payment to a Supplier.

2. The following Contract Documents are attached hereto and incorporated herein:

    2.1. Solicitation Purpose, Attachment A;
    2.2. General Terms, Attachment B;
    2.3. Agency Terms, Attachment C;
    2.4. Response to Specification, Attachment E and
    2.5. Pricing, Attachment E-1

3. The parties additionally agree:

    3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.

    3.2. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the

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State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

4. Payment obligations rest solely with the Department of Commerce.
Please send invoices and billing inquiries to:

900 North Stiles Avenue
Oklahoma City, Oklahoma 73104, United States
Accounts_Payable@okcommerce.gov

5. The undersigned Agency hereby attests that any required terms and conditions based on a Federal Award applicable to this Contract are included herein.

6. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

SIGNATURES

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Agreement and to bind their respective party thereto.

STATE OF OKLAHOMA
by and through the DEPARTMENT OF COMMERCE :

By: Signed by: John Budd 7C27FC2B620E49D...
Name: John Budd
Title: Chief Executive Officer
Date: 8/7/2026

Agency Counsel

By: Signed by: Tim Bunson 96F6357817A9459...
Name: Tim Bunson
Title: Chief Compliance Officer/Chief of Staff/General Counsel
Date: 7/30/2026

HMC GLOBAL LTD

By: John Haran
Name: John Haran
Title: Director
Date: 29 July 2026

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The State Purchasing Director is signing solely to ensure state agency compliance with provisions of the Oklahoma Central Purchasing Act pursuant to 74 O.S., 85.5 concerning acquisitions by state agencies.

By: Signed by: Amanda Otis 669CCBBCE8C942E...

Name: Amanda Otis

Title: State Purchasing Director

Date: 8/7/2026

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OKLAHOMA
Office of Management
& Enterprise Services

Attachment A

AGENCY SOLICITATIONS
SOLICITATION NO. EV00000880

This solicitation is a contract document and is a request for proposal in connection with the contract awarded on behalf of the Department of Commerce by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other contract document.

I. PURPOSE

The Office of Management and Enterprise Services (OMES) Central Purchasing division is seeking responses on behalf of the Department of Commerce from potential suppliers to provide a contract for the purchase of **European FDI Consultant Services.** By supporting European foreign direct investors, Oklahoma can leverage these advantages to foster a more dynamic and prosperous economic environment. A contract resulting from this solicitation may be designated for use as a statewide contract. *See* 74 O.S. § 85.5(G)(3).

The contract is awarded on behalf of the Department of Commerce for **European FDI Consultant Services**.

1. **Contract Term and Renewal Options**
   - **1.1** The initial contract term, which begins on the effective date of this contract, is one year, and there are three one-year options to renew the contract.
2. **Solicitation Criterion**
   - **2.1** The bid will be evaluated using a best-value criterion, based on the following:
     - **2.1.1** Price.
     - **2.1.2** Ability to meet requirements.
3. **Scope and description**
   - **3.1** Services will be provided to the Oklahoma Department of Commerce for a Europe-based Foreign Direct Investment (FDI) Consultant and Representative.
   - **3.2** The bid response shall show the ability of the bidder to meet or exceed the mandatory specifications located in **Exhibit 1 – Scope of Work**.
4. **Pricing**
   - **4.1** Pricing shall be proposed as one of the following:
     - **4.1.1** A total firm, fixed cost and include all information concerning fees, other costs and any other information relevant to the total cost.
     - **4.1.2** A detailed hourly breakdown showing the supplier staffing roles necessary to complete the work, the number of hours to be worked by each role, the hourly rate for each role and the total hours to be spent on the project.
5. **All technical responses.** Located in Exhibit 1.
6. **The response to pricing** shall be proposed using Exhibit 2: Price
7. **Third-party vendor information** is included in Exhibit 3: Third-Party Supplier Information.

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ATTACHMENT B

OKLAHOMA
Office of Management
& Enterprise Services

STATE OF OKLAHOMA
GENERAL TERMS

This State of Oklahoma General Terms ("General Terms") is a contract document in connection with the contract awarded by the State of Oklahoma by and through the Office of Management and Enterprise Services.

In addition to other terms contained in an applicable contract document, supplier and state agree to the following General Terms:

1 Scope and Contract Renewal

1.1 Supplier may not add products or services to its offerings under the contract without the state's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the contract, supplier shall contact the state.

1.2 At no time during the performance of the contract shall the supplier have the authority to obligate any customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded contract amount. Likewise, supplier is not entitled to compensation for a product or service provided by or on behalf of supplier that is neither requested nor accepted as satisfactory.

1.3 If applicable, prior to any contract renewal, the state shall subjectively consider the value of the contract to the state, the supplier's performance under the contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of contract documents to determine validity with current state and other applicable statutes and rules; b) current pricing and discounts offered by supplier; and c) current products, services and support offered by supplier. If the state determines changes to the contract are required as a condition precedent to renewal, the state and supplier will cooperate in good faith to evidence such required changes in an amendment. Further, supplier may request a price increase no more than once per contract year by submitting a request to OMES Central Purchasing (CP) at least 30 days prior to the end of the then current term. OMES CP will take requests to increase price into account up to but not exceeding the U.S. Bureau of Labor Statistics Consumer Price Index (CPI) percentage change rates for the current calendar year in which the price increase request is made. OMES reserves the right to refuse such price increases at our sole discretion. A price increase will not be effective until approved in writing by the category manager.

1.4 The state may extend the contract for 90 days beyond a final renewal term at the contract compensation rate for the extended period. If the state exercises such option to extend 90 days, the state shall notify the supplier in writing prior to contract end date. The state, at its sole option and to the extent allowable by law, may choose to exercise subsequent 90-day extensions at the contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new supplier.

1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, supplier shall maintain its supplier registration with the state as a precondition to renewal of the contract.

2 Contract Effectiveness and Order of Priority

2.1 Unless specifically agreed in writing otherwise, the contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the state until the contract is effective.

2.2 Contract documents shall be read to be consistent and complementary. Any conflict among the contract documents shall be resolved by giving priority to contract documents in the following order of precedence:

A. Any amendment.

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B. Terms contained in this contract document.

C. Any contract-specific state terms that include, without limitation, information technology terms and terms specific to a statewide contract or a state agency contract.

D. Any applicable solicitation.

E. Any successful bid as may be amended through negotiation and to the extent the bid does not otherwise conflict with the solicitation or applicable law.

F. Any statement of work, work order or other mutually agreed contract documents.

2.3 If there is a conflict between the terms contained in this contract document or in contract-specific terms and an agreement provided by or on behalf of supplier including but not limited to linked or supplemental documents which alter or diminish the rights of customer or the state, the conflicting terms provided by supplier shall not take priority over this contract document or acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an amendment.

2.4 Any contract document shall be legibly written in ink or typed. All contract transactions, and any contract document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of contract Terms and contract documents

3.1 The contract may only be modified, amended, or expanded by an amendment. Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the supplier, is a material breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written contract modification, shall be void and without effect and the supplier shall not be entitled to any claim under the contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the contract.

3.2 Any additional terms on an ordering document provided by supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the supplier or by a customer other than OMES in connection with an acquisition.

3.3 Except for information deemed confidential by the state pursuant to applicable law, rule, regulation, or policy, the parties agree contract terms and information are not confidential and are disclosable without further approval of or notice to supplier.

3.4 Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no contract document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this contract or expand the state's or customer's liability or reduce the rights of customer or the state. If supplier is acting as a reseller, any third-party terms provided are also subject to the foregoing.

3.5 To the extent any term or condition in any contract document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United states law or regulation, such term or condition is void and unenforceable. By executing any contract document which contains a conflicting term or condition, the state or customer makes no representation or warranty regarding the enforceability of such term or condition and the state or customer does not waive the applicable Oklahoma and/or United states law or regulation which conflicts with the term or condition.

4 Definitions

In addition to any defined terms set forth elsewhere in the contract, the Oklahoma Central Purchasing Act and OAC Title 260, the parties agree that, when used in the contract, the following terms are defined as set forth below and may be used in the singular or plural form:

4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the contract.

4.2 **Amendment** means a mutually executed, written modification to a contract document.

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4.3 **Bid** means an offer a bidder submits in response to the solicitation.

4.4 **Bidder** means an individual or business entity that submits a bid in response to the solicitation.

4.5 **Contract** means the written, mutually agreed and binding legal relationship resulting from the contract documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the contract.

4.6 **Customer** means the governmental entity receiving goods or services contemplated by the contract.

4.7 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the state and may also result in cancellation of existing contracts with the state.

4.8 **Destination** means delivered to the receiving dock or other point specified in the applicable contract document.

4.9 **Governmental entity** means any governmental entity specified as a political subdivision of the state pursuant to the Governmental Tort Claim Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the state.

4.10 **Indemnified parties** means the state and customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.

4.11 **Inspection** means examining and testing an acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the acquisition meets contract requirements.

4.12 **Moral rights** means any and all rights of paternity or integrity of the work product and the right to object to any modification, translation or use of the work product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

4.13 **OAC** means the Oklahoma Administrative Code.

4.14 **OMES** means the Office of Management and Enterprise Services.

4.15 **Solicitation** means the document inviting bids for the acquisition referenced in the contract and any amendments thereto.

4.16 **State** means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency or other unit of the government of the State of Oklahoma.

4.17 **Supplier** means the bidder with whom the state enters into the contract awarded pursuant to the solicitation or the business entity or individual that is a party to the contract with the state.

4.18 **Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a supplier from inclusion on the supplier list; be eligible to submit bids to state agencies and be awarded a contract by a state agency subject to the Oklahoma Central Purchasing Act.

4.19 **Supplier confidential information** means certain confidential and proprietary information of supplier that is clearly marked as confidential and agreed by the state purchasing director or customer, as applicable, but does not include information excluded from confidentiality in provisions of the contract or the Oklahoma Open Records Act.

4.20 **Work product** means any and all deliverables produced by supplier under a statement of work or similar contract document issued pursuant to this contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web

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sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works); (ii) trademarks, service marks, trade dress, trade names, logos or other indicia of source or origin; (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how; (iv) domain names; (v) any copies and similar or derivative works to any of the foregoing; (vi) all documentation and materials related to any of the foregoing; (vii) all other goods, services or deliverables to be provided by or on behalf of supplier under the contract; and (vii) all intellectual property rights in any of the foregoing that are or were created, prepared, developed, invented or conceived for the use of benefit of customer in connection with this contract or with funds appropriated by or for customer or customer's benefit (a) by any supplier personnel or customer personnel or (b) any customer personnel who then became personnel to supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with customer.

5 Pricing

5.1 Pursuant to 68 O.S. §§ 1352, 1356 and 1404, state agencies are exempt from the assessment of state sales, use, and excise taxes. Further, state agencies and political subdivisions of the state are exempt from federal excise taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the supplier shall not be reimbursed.

5.2 Pursuant to 74 0. S. § 85.40, all travel expenses of supplier must be included in the total acquisition price.

5.3 The price of a product offered under the contract shall include and supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on-board customer's destination. No additional fees shall be charged by supplier for standard shipping and handling. If customer requests expedited or special delivery, customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection and Acceptance

6.1 Any product or service furnished under the contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid purchase card. All orders and transactions are governed by the terms and conditions of the contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the contract shall be performed unless mutually agreed in writing otherwise.

6.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the customer. Notwithstanding any other provision in the contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service. Supplier warrants and represents that a product or deliverable furnished by or through the supplier shall individually, and where specified by supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of 90 days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the supplier shall be repaired or replaced by supplier at no additional cost or expense to the customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the contract shall be subject to final inspection and acceptance by the customer at destination. The customer assumes no responsibility for a product until accepted by the customer. Title and risk of loss or damage to a product shall be the responsibility of the supplier until accepted. The supplier shall be responsible for filing, processing and collecting any and all damage claims accruing prior to acceptance.

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Pursuant to OAC 260:115-9-1, payment for an acquisition does not constitute final acceptance of the acquisition. If subsequent inspection affirms that the acquisition does not meet or exceed the specifications of the order or that the acquisition has a latent defect, the supplier shall be notified as soon as is reasonably practicable. The supplier shall retrieve and replace the acquisition at supplier's expense or, if unable to replace, shall issue a refund to customer. Refund under this section shall not be an exclusive remedy.

6.3 Supplier shall deliver products and services on or before the required date specified in a contract document. Failure to deliver timely may result in liquidated damages as set forth in the applicable contract document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, supplier shall provide staff who are sufficiently experienced and able to perform with respect to any transitional services provided by supplier in connection with termination or expiration of the contract.

6.4 Product warranty and return policies and terms provided under any contract document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

7.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the contract in accordance with 74 O.S. § 85.44B, which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

A. An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.

B. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.

C. Payment of all fees under the contract shall be due net 45 days. Payment and interest on late payments are governed by 62 O.S. § 34.72. Such interest is the sole and exclusive remedy for late payments by a state agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.

D. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.

E. If an overpayment or underpayment has been made to supplier any subsequent payments to supplier under the contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to supplier.

F. Supplier shall have no right of set off.

G. Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six months after the end of the fiscal year in which the goods are provided or services performed.

H. The supplier shall accept payment by purchase card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

8.1 As a condition of this contract, supplier shall procure at its own expense and provide proof of insurance coverage with the applicable liability limits set forth below, and any approved subcontractor of supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better. Such proof of coverage shall additionally be provided to the customer if services will be provided by any of supplier's employees, agents or

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subcontractors at any customer premises and/or if employer vehicles will be used in connection with performance of supplier's obligations under the contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, supplier shall ensure each insurance policy includes a notice of cancellation and includes the state and its agencies as certificate holder and shall promptly provide proof to the state of any renewals, additions or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the contract is a continuing obligation until supplier has no further obligation under the contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for commercial general liability, auto liability and employers' liability. Unless agreed between the parties and approved by the state purchasing director, the minimum acceptable insurance limits of liability are as follows:

A. Workers' compensation and employer's liability insurance in accordance with and to the extent required by applicable law.

B. Commercial general liability insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than 2,000,000 per occurrence.

C. Automobile liability insurance with limits of liability of not less than $2,000,000 combined single limit each accident.

D. If the supplier will access, process or store state data, then security and privacy liability insurance, including coverage for failure to protect confidential information and failure of the security of supplier's computer systems that results in unauthorized access to customer data with a limit of not less than $5,000,000 per occurrence.

E. Additional coverage required in writing in connection with a particular acquisition.

8.2 Supplier shall be entirely responsible during the existence of the contract for the liability and payment of taxes payable by or assessed to supplier or supplier's employees, agents and subcontractors of whatever kind, in connection with the contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither customer nor the state shall be liable to the supplier, supplier's employees, agents or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a state or customer employee.

8.3 Supplier agrees to indemnify customer, the state and its employees, agents, representatives, contractors and assignees for any and all liability, actions, claims, demands or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or workers' compensation in connection with its performance under the contract.

9 Compliance With Applicable Laws

9.1 As long as supplier has an obligation under the terms of the contract and in connection with performance of its obligations, the supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, state and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:

A. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. § 81.

B. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans.

C. Prospective participant requirements set at 2 CFR part 376 in connection with Debarment, Suspension and other responsibility matters.

D. 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990.

E. Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 CFR Part 93.

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F. Requirements of IRS Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein).

G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F § 200.500 et seq. with approval and work paper examination rights of the applicable procuring entity.

H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System, defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at e-verify.gov.

I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.

J. Be registered as a business entity licensed to do business in the state, have obtained a sales tax permit, and be current on franchise tax payments to the state, as applicable.

9.2 The supplier's employees, agents and subcontractors shall adhere to applicable customer policies including but not limited to acceptable use of internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the supplier shall adhere to the State of Oklahoma Information Security Policy, Procedures and Guidelines set forth at e-verify.gov. Supplier is responsible for reviewing and relaying such policies covering the above to the supplier's employees, agents and subcontractors.

9.3 At no additional cost to customer, the supplier shall maintain all applicable licenses and permits required in association with its obligations under the contract.

9.4 In addition to compliance under subsection 9.1 above, supplier shall have a continuing obligation to comply with applicable customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.

9.5 The supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the contract of the supplier's obligations under the contract and supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the contract. At the request of the state, supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the contract.

9.6 As applicable, supplier agrees to comply with the governor's executive orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the state, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the state.

9.7 The execution, delivery and performance of the contract and any ancillary documents by supplier will not, to the best of supplier's knowledge, violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of any written contract or other instrument between supplier and any third party.

9.8 Supplier represents that it can pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.

9.9 Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving supplier has been disclosed in writing to the state and supplier is not aware of any other litigation, claim or threat thereof.

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9.10 If services provided by supplier include delivery of an electronic communication, supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with state standards regarding accessibility. Should any communication or associated support documents be noncompliant, supplier shall correct and redeliver such communication immediately upon discovery or notice, at no additional cost to the state. Additionally, as part of compliance with accessibility requirements where documents are only provided in nonelectronic format, supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the state.

10 Audits and Records Clause

10.1 As used in this clause and pursuant to 67 O.S. § 203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. Supplier agrees any pertinent federal or state agency or governing entity of a customer shall have the right to examine and audit, at no additional cost to a customer, all records relevant to the execution and performance of the contract except, unless otherwise agreed, costs of supplier that comprise pricing under the contract.

10.2 The supplier is required to retain records relating to the contract for the duration of the contract and for a period of seven years following completion or termination of an acquisition unless otherwise indicated in the contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later.

10.3 Pursuant to 74 O.S. § 85.41, if professional services are provided hereunder, all items of the supplier that relate to professional services are subject to examination by the state agency, state auditor and inspector, and the state purchasing director.

11 Confidentiality

11.1 The supplier shall maintain strict security of all state and citizen data and records entrusted to it or to which the supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations, and policies and shall use any such data and records only as necessary for supplier to perform its obligations under the contract. The supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. The supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without customer's prior express written permission. Supplier shall instruct all such persons and entities that confidential information shall not be disclosed or used without the customer's prior express written approval except as necessary for supplier to render services under the contract. The supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

11.2 Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to state and citizen data and records to fulfill supplier's duties and obligations under the contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any state or citizen data or records except as required by law or allowed by written prior approval of the customer.

11.3 Supplier shall immediately report to the customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any state or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees,

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officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonably should have knowledge. The supplier shall also promptly furnish to customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the customer in investigating or preventing the reoccurrence of such event in the future. The supplier shall cooperate with the customer in connection with any litigation and investigation deemed necessary by the customer to protect any state or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of state or citizen data or records including but not limited to credit monitoring services with a term of at least three years, all notice-related costs and toll free telephone call center services.

11.4 Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of state or citizen data and records.

11.5 Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any state data or records to others may cause immediate and irreparable harm to the customer and certain beneficiaries and may violate state or federal laws and regulations. If the supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the contract, the customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The supplier shall immediately forward to the state purchasing director, and any other applicable person listed in the Notices section of the contract, any request by a third party for data or records in the possession of the supplier or any subcontractor or to which the supplier or subcontractor has access and supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to supplier's confidential information. State agencies are subject to the Oklahoma Open Records Act and supplier acknowledges information marked confidential will be disclosed to the extent permitted under the Open Records Act and in accordance with this contract.

11.8 Except for information deemed confidential by the state pursuant to applicable law, rule, regulation or policy, the parties agree contract terms and information are not confidential and are disclosable without further approval of or notice to the supplier.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the state. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the state, its employees or any other third-party individual or entity awarded a contract with the state. Further, as long as the supplier has an obligation under the contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the state. Any conflict of interest shall, at the sole discretion of the state, be grounds for partial or whole termination of the contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the contract may not be assigned or transferred to any other person or entity without the prior written consent of the state which may be withheld at the state's sole discretion. Should supplier assign its rights to payment, in whole or in part, under the contract, supplier shall provide the state and all affected customers with written notice of the assignment. Such written

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notice shall be delivered timely and contain details sufficient for affected customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the contract may be assigned by supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the supplier, or a sale of all or substantially all of the assets of the supplier to which the contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the supplier as fully as if it had been originally made a party to the contract. Supplier shall give the state and all affected customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the supplier is permitted to utilize subcontractors in support of the contract, the supplier shall remain solely responsible for its obligations under the terms of the contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the supplier, the supplier shall obtain written approval of the state of such subcontractor and each employee, as applicable to a particular acquisition, of such subcontractor proposed for use by the supplier. Such approval is within the sole discretion of the state. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the supplier shall provide a copy of a written agreement executed by the supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the supplier under the terms of all applicable contract documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the state of any subcontractor and associated employees shall be a continuing obligation. The state further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the contract shall be made directly to the supplier, except as provided in 13.1 above regarding the supplier's assignment of payment. No payment shall be made to the supplier for performance by unapproved or disapproved employees of the supplier or a subcontractor.

13.5 Rights and obligations of the state or a customer under the terms of this contract may be assigned or transferred, at no additional cost, to other customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the state in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the state. The costs of additional background checks beyond supplier's normal hiring practices shall be the responsibility of the customer unless such additional background checks are required solely because supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, supplier shall pay for the additional background checks. Supplier will coordinate with the state and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the supplier who will be providing services under the contract not be acceptable as a result of the background check or criminal history investigation, the customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or service.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by

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supplier under the contract infringes that party's patent, intellectual property, copyright or other property right, supplier shall enable each affected customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or reperform or redeliver in the case of a service, with at least a functional noninfringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the supplier determines that none of these alternatives are reasonably available, the state shall return such portion of the product or deliverable at issue to the supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by supplier.

16 Indemnification

16.1 State Shall Not Indemnify

The State of Oklahoma cannot lawfully agree to indemnify a private contractor. The credit of the state shall not be given, pledged or loaned to any individual, company, corporation, association, municipality or political subdivision of the state pursuant to Okla. Const. art. 10, § 15, OAC 260:115-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

16.2 Acts or Omissions

A. Supplier shall defend and indemnify the indemnified parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of or resulting from any action or claim for bodily injury, death or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the supplier or its agents, employees, or subcontractors in the execution or performance of the contract.

B. To the extent supplier is found liable for loss, damage or destruction of any property of customer due to negligence, misconduct, wrongful act or omission on the part of the supplier, its employees, agents, representatives or subcontractors, the supplier and customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to and is payable by supplier 60 days after the date of supplier's receipt of an invoice for the negotiated settlement amount.

16.3 Infringement

Supplier shall indemnify the indemnified parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with supplier's breach of its representations and warranties in the contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) customer's or user's content; (b) modifications by customer or third party to a product delivered under the contract or combinations of the product with any nonsupplier-provided services or products unless supplier recommended or participated in such modification or combination; (c) use of a product or service by customer in violation of the contract unless done so at the direction of supplier, or (d) nonsupplier product that has not been provided to the state by, through or on behalf of supplier as opposed to its combination with products supplier provides to or develops for the state or customer as a system.

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16.4 Notice and Cooperation

In connection with indemnification obligations under the contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any customer affected by the claim will reasonably cooperate with supplier and defense of the claim to the extent its interests are aligned with supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against indemnified parties that are not a state agency, where relief against the indemnified parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the contract.

16.5 Coordination of Defense

In connection with indemnification obligations under the contract, when a state agency is a named defendant in any filed or threatened lawsuit, the defense of the state agency shall be coordinated by the attorney general of Oklahoma, or the attorney general may authorize the supplier to control the defense and any related settlement negotiations; provided, however, supplier shall not agree to any settlement of claims against the state without obtaining advance written concurrence from the attorney general. If the attorney general does not authorize sole control of the defense and settlement negotiations to supplier, supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the contract and shall remain responsible to indemnify the applicable indemnified parties.

16.6 Limitation of Liability

A. With respect to any claim or cause of action arising under or related to the contract, neither the state nor any customer shall be liable to supplier for lost profits, lost sales or business expenditures, investments or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

B. Notwithstanding anything to the contrary in the contract, no provision shall limit damages, expenses, costs, actions, claims and liabilities arising from or related to property damage, bodily injury or death caused by supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of supplier or its employees, agents or subcontractors.

C. The limitation of liability and disclaimers set forth in the contract will apply regardless of whether customer has accepted a product or service. The parties agree that supplier has set its fees and entered into the contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

17.1 Notwithstanding anything to the contrary in any contract document, the state may terminate the contract in whole or in part if funds sufficient to pay obligations under the contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, supplier will be provided at least 15-day written notice of termination. Any partial termination of the contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the contract that are not terminated. The determination by the state of insufficient funding shall be accepted by, and shall be final and binding on, the supplier.

17.2 Upon receipt of notice of a termination, supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been

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accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to supplier in the form of prepaid fees that are unused when the contract or certain obligations are terminated shall be refunded.

17.3 The state's exercise of its right to terminate the contract under this section shall not be considered a default or breach under the contract or relieve the supplier of any liability for claims arising under the contract.

18 Termination for Cause

18.1 Supplier may terminate the contract if (i) it has provided the state with written notice of material breach, and (ii) the state fails to cure such material breach within 30 days of receipt of written notice. If there is more than one customer, material breach by a customer does not give rise to a claim of material breach as grounds for termination by supplier of the contract as a whole. The state may terminate the contract in whole or in part if (i) it has provided supplier with written notice of material breach, and (ii) supplier fails to cure such material breach within 30 days of receipt of written notice. Any partial termination of the contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the contract that are not terminated.

18.2 The state may terminate the contract in whole or in part immediately without a 30-day written notice to supplier if (i) supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to supplier's performance or obligations under the contract; (ii) supplier's material breach is reasonably determined to be an impediment to the function of the state and detrimental to the state or to cause a condition precluding the 30-day notice; or (iii) when the state determines that an administrative error in connection with award of the contract occurred prior to contract performance.

18.3 The state may terminate the contract if the scope includes public relations (PR) vendor services and the supplier, or supplier's employee, violate the lobbying clause. PR vendor services is defined to include a contract for public relations, marketing or communication services. The state may immediately terminate the contract with no more than a 10-day notice under this section.

18.4 Upon receipt of notice of a termination, supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to supplier in the form of prepaid fees that are unused when the contract or certain obligations are terminated shall be refunded. Termination of the contract under this section, in whole or in part, shall not relieve the supplier of liability for claims arising under the contract.

18.5 The supplier's repeated failure to provide an acceptable product or service; supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a customer's rights or obligations under the contract (except as required by a governmental authority); actual or anticipated failure of supplier to perform its obligations under the contract; supplier's inability to pay its debts when due; assignment for the benefit of supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of supplier shall constitute a material breach of the supplier's obligations, which may result in partial or whole termination of the contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure

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to adhere to the contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-1 is an example.

19 Termination for Convenience

19.1 The state may terminate the contract, in whole or in part, for convenience if it is determined that termination is in the state's best interest. In the event of a termination for convenience, supplier will be provided at least a 30-day written notice of termination. Any partial termination of the contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the contract that remain in effect.

19.2 Upon receipt of notice of such termination, supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory nor to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to supplier in the form of prepaid fees that are unused when the contract or certain obligations are terminated shall be refunded. Termination of the contract under this section, in whole or in part, shall not relieve the supplier of liability for claims arising under the contract.

20 Suspension of Supplier

20.1 Supplier may be subject to suspension without advance notice and may additionally be suspended from activities under the contract if supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to supplier's performance or obligations under the contract.

20.2 Upon receipt of a notice pursuant to this section, supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by supplier, the suspension does not relieve an obligation to pay for the product or service, but there shall not be any liability for further payments ordinarily due under the contract during a period of suspension or suspended activity or for any damages or other amounts caused by or associated with such suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to supplier in the form of prepaid fees attributable to a period of suspension or suspended activity shall be refunded.

20.3 Such suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such a resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by supplier with respect to debarment, suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the contract. A determination that supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the contract for supplier's default. Additionally, supplier shall promptly provide written notice to the state purchasing director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding state Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the supplier certifies that no person involved in any manner in the development, approval or negotiation of the contract, including change orders, extensions, renewals or amendments, while

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employed by the state shall be employed or given anything of value to fulfill any services provided under the contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, nonperformance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of customer. Supplier is not entitled to payment for products or services not received; therefore, amounts payable to supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the contract, (i) the following are not a force majeure event under the contract: (a) shutdowns, disruptions or malfunctions in supplier's system or any of supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to supplier's systems or (b) the delay or failure of supplier or subcontractor personnel to perform any obligation of supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event; and (ii) no force majeure event modifies or excuses supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with supplier's performance under the contract, supplier may have access to customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment and other property of customer.

Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of customer property in its possession, regardless of cause. If supplier fails to comply with customer's security requirements, supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any contract document shall be in writing, reference the contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the contract and the designated supplier contact provided in a successful bid, notices shall be sent to the state at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the contract, confidentiality, breach and termination-related notices shall not be delivered solely via email.

If sent to the state:

OMES Central Purchasing, Attn: State Purchasing Director
2401 N. Lincoln Blvd., Oklahoma City, OK 73105

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With a copy, which shall not constitute notice, to:
OMES Central Purchasing, Attn: Deputy General Counsel
2401 N. Lincoln Blvd., Oklahoma City, OK 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the contract documents, in the singular or in the aggregate, shall be governed by the laws of the state without regard to application of choice of law principles. Pursuant to 74 O.S. § 85.7(F), where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the state. Venue for any action, claim, dispute or litigation relating in any way to the contract documents, shall be in Oklahoma County, Oklahoma. The state expressly declines any terms that minimize its rights under Oklahoma law, including but not limited to, statutes of limitations.

26.2 Employment Relationship

The contract does not create an employment relationship. Individuals providing products or performing services pursuant to the contract are not employees of the state or customer and accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.3 Transition Services

If transition services are needed at the time of contract expiration or termination, supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of supplier.

26.4 Publicity

The existence of the contract or any acquisition is in no way an endorsement of supplier, the products or services and shall not be so construed by supplier in any advertising or publicity materials. Supplier agrees to submit to the state all advertising, sales, promotion and other publicity matters relating to the contract wherein the name of the state or any customer is mentioned or language used from which, in the state's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion or publicity matter or release any informational pamphlets, notices, press releases, research reports or similar public notices concerning the contract or any acquisition hereunder without obtaining prior written approval of the state.

26.5 Open Records Act

Supplier acknowledges that all state agencies and certain other customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. § 24A-1 et seq. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the act is required. Nothing herein is intended to waive the state purchasing director's authority under OAC 260:115-3-9 in connection with bid information requested to be held confidential by a bidder. Notwithstanding the foregoing, supplier confidential information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of supplier confidential information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) pricing provided to the state. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of supplier confidential information, provided that the customer provides reasonable written notice, pursuant to contract notice provisions, to the supplier so that the supplier may promptly seek a protective order or other appropriate remedy.

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26.6 Failure to Enforce

Failure by the state or a customer at any time to enforce a provision of or exercise a right under the contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any contract document, or any part thereof, or the right of the state or a customer to enforce any provision of or exercise any right under the contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a contract document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the contract.

26.7 Mutual Responsibilities

A. No party to the contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without express written consent by the other party.

B. The contract is a nonexclusive contract, and each party is free to enter into similar agreements with others.

C. The customer and supplier each grant the other only the licenses and rights specified in the contract and all other rights and interests are expressly reserved.

D. The customer and supplier shall reasonably cooperate with each other and any supplier to which the provision of a product and/or service under the contract may be transitioned after termination or expiration of the contract.

E. Except as otherwise set forth herein, where approval, acceptance, consent or similar action by a party is required under the contract, such action shall not be unreasonably delayed or withheld.

26.8 Invalid Term or Condition

To the extent any term or condition in the contract conflicts with a compulsory applicable state or United states law or regulation, such contract term or condition is void and unenforceable. By executing any contract document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable state or federal law or regulation which conflicts with the contract or any nonconflicting applicable state or federal law or regulation is not waived.

26.9 Severability

If any provision of a contract document or the application of any term or condition to any party or circumstances is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.10 Section Headings

The headings used in any contract document are for convenience only and do not constitute terms of the contract.

26.11 Sovereign Immunity

Notwithstanding any provision in the contract, the contract is entered into subject to the state's constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the state nor any other right or defense available to the state.

26.12 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar contract documents entered into between the parties under the terms of the contract shall survive contract expiration. Additionally, rights and obligations under the contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the contract.

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26.13 Entire Agreement

The contract documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a contract document shall be binding or valid. The supplier's representations and certifications, including any completed electronically, are incorporated by reference into the contract.

26.14 Gratuities

The contract may be immediately terminated, in whole or in part, by written notice if it is determined that the supplier, its employee, agent, or another representative violated any federal, state or local law, rule or ordinance by offering or giving a gratuity to any state employee directly involved in the contract. In addition, suspension or debarment of the supplier may result from such a violation.

26.15 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

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ATTACHMENT C

AGENCY TERMS

SOLICITATION NO. EV00000880

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7.7 Section Seven: Response to Specification and Requirements

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About HMC

The team at HMC are delighted to respond to this RFQ relating to European FDI consultancy brought forward by Oklahoma Department of Commerce. As an organisation founded and staffed by economic development professionals, we are proud to have the opportunity to support the work carried out by the Oklahoma FDI team.

Founded in 1990, HMC is a specialist economic development consultancy. Headquartered in the UK, with sales offices in London, Brussels, Belfast & Taipei, our team has helped to deliver over **US$60 Billion in new investment**, creating thousands of new jobs and helped to drive significant economic growth for communities across the globe.

For the last 35 years, the company has carved out a reputation for ambitious standards and consistency in the qualification of sales opportunities and their conversion into deals for our clients across Europe, North America and Asia. Our experience in working with the Oklahoma team over many years, gives us a strong understanding of the state's strengths and the profile of investor that is ideally suited to this value proposition.

Our ability to successfully deliver this contract is based on four key HMC strengths:

- **Experience** – only our most senior staff will be deployed, and all customer-facing activities will be undertaken by the lead consultant, John Haran
- **Business contacts** – an unrivalled network for key decision makers across Europe
- **Flexibility** – we understand that Oklahoma will require a range of support during the execution of this contract and we are committed to providing an exceptional level of service, focused on delivering results
- **Focus on Outputs** – our sales methodologies (have been tried and tested over many years), are designed to deliver results. We are committed to working with Oklahoma to deliver the scope of work and the key metrics

This proposal outlines how HMC will work with Oklahoma to bring new high-quality investment to the state.

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Understanding of the Requirements

Oklahoma Department of Commerce has a very strong industrial base, supported by leading international investors such as Lufthansa and Siemens. As the world adapts to geopolitical changes, the re-thinking of global supply changes, and the renewed drive to re-shore vital manufacturing processes, the opportunities to attract new high-tech investment have never been better.

Having worked with Oklahoma DOC for many years, we have a very strong understanding of their objectives and goals. With competition stronger than ever, it is important that Oklahoma has a strong voice in one of the most important FDI markets. The scope of work clearly sets out Oklahoma's ambitions and expectations from this programme. The key requirements from this service are:

- Site visits to Oklahoma by European companies to meet with Oklahoma DOC representatives
- A pipeline of investors that have confirmed interest in a US investment
- A high-profile European marketing campaign to raise the profile of Oklahoma with major multinationals
- Development of key influencers such as Select USA, site location consultants and trade associations

Our market strategy is designed to fully exploit the existing client base and sectoral strengths of Oklahoma, while developing our presence in several new sectors which, if successful, will lay the foundations for the next wave of growth. It will also provide the basis for new training and skill opportunities for the local workforce.

Our response below has been created to show HMC's ability to meet or exceed the mandatory specifications outlined in Exhibit 1, providing evidence of:

- Extensive list of global clients where we have demonstrated ability to deliver work of a similar nature
- Case studies to show our ability to take projects from lead generation to project announcement
- Our understanding of the Oklahoma value proposition and the target markets
- The HMC Team that will be responsible for delivering the FDI targets
- Detailed outline of how the scope of services will be delivered
- Clearly defined table of deliverables and outputs

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HMC Past Performance

Below is a sample of the **120+ EDO's** for whom we have delivered similar contracts to that being proposed in this RFP.

Selection of HMC Clients:

JobsOhio

Department for International Trade

Invest in Madrid Spain

Invest Northern Ireland

Enterprise St Helena
creating opportunity, enabling growth

Trade & Investment KwaZulu-Natal
South Africa KwaZulu-Natal Zulu Kingdom. Exceptional

Invest Cape Town

Virginia YesVirginia.org BEST STATE FOR BUSINESS

Llywodraeth Cymru Welsh Government

Arizona Commerce Authority

Toronto Global

Spirit Invest Slovenia

Invest Lithuania

Prince Edward Island Canada

Wyoming Business Council

Enterprise Ireland

Business Birmingham

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With many of our clients, we have enjoyed multi-year contracts which demonstrates our ability to deliver on the objectives and targets required. The following are some the major contacts that we have delivered in recent years:

- Arizona Commerce Authority - 6 years (2015 – 2021)
- Invest Northern Ireland – 30 years (1995-2024)
- Virginia Economic Development Partnership – 5 years (2014-2018, 2024)
- Oklahoma Department of Commerce – 6 years (2018 – 2024)

Over the past 30 years, we have helped secure over US$40 billion of foreign direct investment from both major multinationals and their supply chains. Each investment, big or small, has made a major difference to communities around the world.

To demonstrate our ability to deliver significant investment, we have included three case studies showing how our methodologies and experience result in high-quality jobs and impactful investments for local communities.

Examples of Raven FDI Wins

tsmc

acer

citi

Microsoft

TEL TOKYO ELECTRON

J.P.Morgan

KOKUSAI ELECTRIC

VISA

LG Energy Solution

CME Group
A CME/Chicago Board of Trade Company

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Past Performance – Case Study 1

Arizona Commerce Authority – FDI Representation and account Development in Europe & Asia

HMC won a series of contracts from 2015 until 2021 to represent Arizona for investor attraction in Europe and Asia. The European team was led by John Haran, senior consultant and in Asia by Vicki Chiu, Director Asia.

Outside the scope of work on this project, we also provided digital marketing and event management services to promote the Arizona brand.

Key target sectors included: semiconductors, advanced manufacturing, defence, and logistics.

Activities

- Over 2,000 companies were contacted and qualified to determine their investment intentions.
- Over 600 meetings were undertaken, either by ACA staff or the HMC consultants.
- 11 trade show meeting programmes were arranged, involving 158 investor meetings to key investors and influencers.

Outcomes

- 37 projects were identified which delivered 11 sites visits and 6 projects.
- In 2019, our Taipei team supported the investment by TSMC in their first US chip fabrication plant, with capital investment expected to exceed $60 billion. **This is the single largest FDI investment ever announced in the US.**
- We subsequently undertook an outreach programme to over 300 global international semiconductor suppliers which resulted in a further six projects being announced over the past two years, creating an **additional 1,800 jobs.**

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Past Performance – Case Study 2

Invest Northern Ireland – FDI Representation in Europe, North America & Asia

Contract

HMC provided FDI representation services for Invest Northern Ireland from 1994 until 2022. The contract was managed by a dedicated HMC management team, supported by an international team of 47 sales & marketing executives, with offices in London, Brussels, Dusseldorf, Boston, NY, San Jose, Tokyo, Seoul, Taipei and Shanghai.

We were also responsible for the development and delivery of a global marketing plan which included advertising, marketing and PR campaigns in each of our target markets.

Activities

- Delivered an annual target of face-to-face 1,500 investor meetings.
- Organise/attend 18 trade shows annually.
- Full account management responsibility for all leads up until investment decision is taken.

Outcomes

- All metrics were exceeded for every year of the contract, both in terms of projects won and jobs created.
- Over **£1.5 billion of investment and 11,000 jobs** created.
- **Significant investments included:** Citigroup (5000 jobs), Microsoft (650 jobs), New York Stock Exchange (800 jobs), Ryobi (380 jobs), Samsung (930).

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HMC

Past Performance – Case Study 3

Virginia Economic Development Partnership – FDI Representation Services in Europe

Contract

We provided FDI services to the VEDP from 2014-18.

This included: lead generation, investor meetings, trade show meeting programmes and representation to key influencers in the UK, France & Germany

VEDP Virginia Economic Development Partnership

Activities

- Development of sector target lists and initial outreach to qualify interest and identify investor leads. Initial calls with key decision makers to confirm investment plans
- Arranged meetings for investor with VEDP staff to take project forward
- Supported VEDP staff in account development and completion of Site Location Requirements
- Provided meeting programmes and on-site support for European trade events

Outcomes

ANORD MARDIX A Flex Company

- Outreach to over 350 potential investors annually
- Over 60 investor meetings and 30 investment leads identified annually
- In 2018, an outreach programme to the European data centre sector identified Anord Mardix as a potential investor. Meetings were held with the Irish CEO and the US representative. Details were passed the VEDP recruitment team which resulted in the announcement to build a 250,000 sq ft facility outside Richmond. Today, the factory employs over 300 staff and recently (2026) announced a major re-investment to support the AI data centre market

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Our understanding of the Oklahoma Value Proposition and Market Opportunity

Market Selection

FDI between the U.S. and Europe plays a crucial role in transatlantic economic relations. The last few years have been challenging for European companies, affected by Brexit, EU/US trade relations, the war in Ukraine and now the middle east. While this uncertainty is likely to persist for some time, the trend towards supplier resilience and the lure of the US market ensures that the FDI flows will continue. Recent data suggested that the following markets should remain as Oklahoma's primary FDI targets:

- **United Kingdom:** In 2023, the U.S. direct investment position in the United Kingdom was $1,057.6 billion, a 1.1% decrease from 2022. The U.K.'s direct investment in the U.S. was $630.6 billion, a 7.7% decrease from the previous year. This indicates the U.K.'s dominance in transatlantic investments, despite a slight decline in both U.S. investment and U.K. inflows, possibly due to ongoing economic uncertainties.
- **France:** The U.S. direct investment position in France was $100.9 billion, marking a 7.5% increase from 2022. In contrast, France's direct investment in the U.S. decreased by 1.0% to $243.5 billion. While the U.S. saw solid growth in investment in France, the slightly reduced inflow from France suggests a cautious approach.
- **Germany:** In 2023, the U.S. direct investment position in Germany was $193.2 billion, up 8.2% from 2022. Germany's direct investment in the U.S. increased by 14.2% to $472.9 billion, the largest growth among the leading European countries. These highlights strengthened economic ties, likely driven by growth in sectors such as technology, manufacturing, and energy transition.

We would therefore focusing our proactive marketing activities on these three markets, while continuing to monitor deal flow from across Europe so that we can identify other opportunities as they arise.

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Market Strategy

Approach – direct outreach to well-researched companies that meet the investor profile that we will develop in collaboration with the ODOC team. A combination of email and telephone follow-up is the most effective method of connecting with the decision makers in European companies.

Relationship building – the key to long-term FDI success is to establish and maintain relationships with key executives and influencers. As well as our direct outreach, we will use in-market visits by ODOC staff to strength relationships at multiple levels in strategic accounts

Sector-specific sales messages – we will create a series of high-impact sales messages which reflect the specific investment needs of each target sector. As an example, within the aerospace MRO sector there is demand from carriers for component and maintenance capacity for US Airbus fleets. We can position Oklahoma as an ideal opportunity for existing Airbus MRO providers in Europe.

Strategic Account Development – we will develop a list of strategically important accounts which would make a significant impact on the Oklahoma economy. We will create and execute an account plan for each company, one of the key goals being to arrange meetings for an Oklahoma VIP when visiting Europe

Virtual Visit Programmes – we have found that virtual site visits are a very effective way to introduce investors to potential sites and key stakeholders at an early stage in the sales cycle. We will work with the Oklahoma team to implement this.

Target Sectors

European investments in the U.S. are spread across a range of sectors, with manufacturing leading the way. The diverse allocation of European FDI reflects the broad spectrum of opportunities available in the U.S. market, ranging from traditional sectors like manufacturing and finance to emerging industries such as clean energy, technology, and biotech. The key industries receiving European FDI that align with the Oklahoma value proposition are:

Aerospace and Defence - The rebound in air travel after the pandemic, along with the increases in global conflict, have significantly increased manufacturing demand in both aerospace and defence. Combined with labour shortages and supply chain issues, this has

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created major investment opportunities, not only with the OEMs, but more importantly with the large supplier base that are being encouraged to locate closer to the point of final assembly. As well as supporting Oklahoma at both the Paris airshow and MRO Europe, we will continue to follow up on existing leads and identify new targets across Europe.

Transportation - This sector as seen significant investment over the past few years, driven by environmental demands and the stimulus packages offered by the US government. Regardless of how legislation develops, transition of the transport sector will continue and Oklahoma is well positioned to take advantage of this trend and indeed has been short-listed for several major investments. A single investment from one of the major battery manufacturers would be transformative for the local economy and we will work closely with the OK team to develop the senior level links that are required to be successful. In addition, our recent outreach to the battery recycling sector has been very encouraging with over a 50% response rate to our marketing campaign, including 3 very large international recycling companies who wish to engage with Oklahoma to understand how we might better support their US expansion.

Energy - The success of the Oklahoma green energy sector has shown the potential that exists and confirms Oklahoma's value proposition. The ability to reference major international investors will be very helpful in our promotional efforts. A recent marketing campaign to the European PV supply chain identified several companies who are currently looking at US locations for expansion. We have engaged with these companies, working with recruiters from the OK team, and will continue to market to this sector over the coming year. We will also continue to develop our relationships with other providers, both in PV but also wind and hydrogen. We have also identified opportunities in energy storage, whether in the production of hydrogen, ammonia or aviation fuel from renewable energy.

Manufacturing - As the re-shoring trend continues across the world, so does the need for new production methods. As companies reshore various production processes, there is a need to develop and implement equipment that is more technically advanced and allow for competitive production, with reduced labour costs. Already, we have seen a number of European machinery manufacturers announce investments in the US in support of this re-shoring. We are targeting this sector, particularly equipment manufacturers that support the automotive, silicon fabrication, and aerospace sector. Both Germany and Italy are very active in this area.

Agribusiness – the Oklahoma agri sector is very strong and a major pillar of the local economy. With over US$28b in revenue and supporting 188,000 jobs, it offers a range of opportunities across protein production, wheat and innovation in both production and processing. With many of Europe's leading food companies actively increasing their footprint in the US, we have a strong value proposition and a logistical advantage in terms of distribution across the country.

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Key Deliverables and Outputs

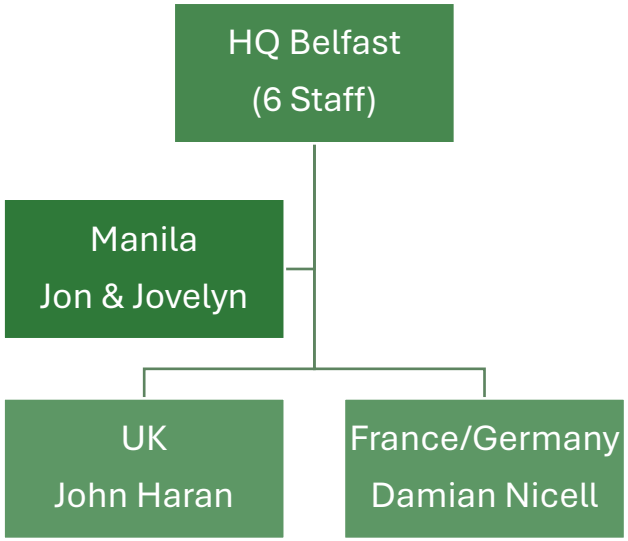
Summary of Project targets		
Target	Monthly *(Average)*	Annual *(Target)*
Investor meetings for ODOC personnel with qualified companies who have confirmed a live US investment project	2	24
Qualified Leads	5	60
Companies contacted to introduce the Oklahoma investment proposition	30	360
Large Event – European Airshow		1
Independent Event Representation		2
Event Support with customized FDI Programme (10-15 Meetings)		2
Inbound Marketing Support		Adhoc
Quarterly newsletters distributed to our target database of over 600 clients		4
Monthly marketing promotion to key targets and sectors	1	12
Monthly report on performance & review meeting with ODOC executive	1	12
Ongoing marketing advice on refining the Oklahoma value proposition		
Ongoing support to help development of any strong FDI opportunities identified		

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HMC Delivery Team

The lead consultant for the project will be John Haran, our senior consultant, based in London, supported by Damian Nicell from our Brussels office. Both are very experienced FDI consultants and have an intimate knowledge of the Oklahoma investment proposition. Research and investor qualification will be handled by our team in Belfast, led by Hannah Duffy

HMC Group Structure



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John Haran, Senior Partner & Project lead



- 35 Years industry Experience
- Over 120 EDO clients
- Over 300 commercial clients
- 20 years living and working in Asia and the US

A chemical engineer, with experience in the Medtech sector, John co-founded HMC in 1990 to provide economic development services to the Northern Ireland government. Over the next 20 years, he created a global FDI team with offices in the US, Europe and Asia securing investment projects from companies such as Citigroup, Vodafone, Visa, NYSE, and IBM.

The HMC client base expanded to over 120 EDO's across the world, providing them with FDI and trade support. In 2024, he merged HMC with a UK boutique investment bank to create HMC, providing a range of investment services to both the public and private sector. He holds an MBA from the University of Ulster and currently sits on the council of the Northern Ireland Chamber of Commerce and Industry.

European Clients

Invest Northern Ireland (UK), Department of Trade (UK), IDA (Ireland), Spirit Slovenia, Invest in Spain, Invest Lithuania, Promomadrid, Think London

US EDOs

Oklahoma, Minnesota, Virginia, South Dakota, North Dakota, Colorado, Connecticut, North Carolina, Metro Denver, Arizona, Oregon.

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Damian Nicell, - Representative - France & Benelux Region



- 22 years industry experience
- Worked with over 20 US EDOs on investment attraction
- Fluent in English, France & German
- Based in the HMC Brussels office

Damian is one of our most experienced sales executives, responsible for the management and delivery for several of our largest clients. He has also represented multiple US Economic Development Agencies as a trade and investment representative to Europe.

Working in Brussels and managing our activities in Germany and France, Damian holds a master's degree in executive leadership as well as a Bachelor's degree in Marketing from Ulster University in addition to Strategic Negotiation from University of Michigan and Global Leadership from Boston College.

He has organized and hosted bespoke roundtable investment promotion and industry events across Europe and attended global conferences including SXSW, SIBOS, Fund Forum and Mobile World Congress. He also oversaw investments from organisations such as Microsoft, Herbert Smith Freehills, Chicago Merchantile Exchange, Citigroup & Ryobi.

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Hannah Duffy, Research Lead



- 6 years' experience in delivering FDI lead generation
- Fluent English and French
- Manages research teams in Belfast & Manila
- Strong knowledge of the Oklahoma investment proposition

Hannah has six years of experience working in international trade and foreign direct investment and has fluency in French after spending five years working in Paris and Montpellier. Demonstrating expertise in industry sectors such as aerospace, ICT and Medtech, Hannah provides direction and support to business development teams and research teams working on FDI attraction, trade development and export programmes for North American and European economic development agencies and private sector companies.

Hannah's core Expertise:

B2B Selling

- Export Growth
- Foreign Direct Investment
- Sales team management
- Project Management

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Ability to Deliver the Scope of Services

1. Lead Generation

The key to any successful FDI campaign requires three key activities:

- A well-planned outreach programme, where strong research identified target companies in target sectors that match the Oklahoma value proposition.
- Constant qualification to ensure that time is allocated appropriately to those leads that demonstrate both the desire and ability to invest
- A well-structured account planning process that identifies the specific company needs, develops relationships with the key decision makers and ensures that the client is provided with a high-quality service across the sales cycle.
- Effective communications between the contractor and the OK Commerce delivery team

Annex 1 provides more detail on the HMC lead generation and account management methodology.

Qualified Leads - based on our experience in Europe, we would use the following metrics to ensure delivery of the minimum of 5 qualified leads per month:

Monthly Lead Generation Activity Targets	
Min. Qualified leads per month	5
Initial company Outreach	30
Companies researched	70

The initial research is carried out by our in-house teams, based in Belfast and Manila. Working from clearly defined investor criteria and sector focus (designed by the lead consultant), the team will review, analyse and select companies that have a strong fit with the Oklahoma value proposition.

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Initial outreach is conducted by our Sales Development Representatives (SDR) through email, Linkedin and telephone. This is the initial qualification process, allowing the consultant to select those companies that meet with requirements.

Initial sales call is carried out by the lead consultant and is focused on establishing rapport with the investor, further qualifying the opportunity, and collecting information that will establish next steps and an initial timeline for the project. This is all recorded on a bespoke call plan which is used to ensure uniformity across our sales process and that key steps are not missed.

All the date gathered during this process is recorded on the dedicated Oklahoma CRM system which we run on Hubspot and accessible by the client at any time.

The qualified leads generated in the process form a key part of our monthly report to the client, providing details of the prospect, the potential project and next steps.

Account Management - Once a qualified lead has been identified, we will work closely with the ODOC team to create an account plan, so that we can identify the key tasks and milestones required to deliver the FDI project. HMC has extensive experience of delivering high-value projects which have required a range of activities to be co-ordinated across a diverse team. We will provide and implement this plan in partnership with ODOC, along with detailed reports and adhoc updates as the project moves through the sales cycle.

2. Marketing & Research

Select USA - As part of previous contracts with ODOC, we have established strong contacts with all the main European SUSA offices and provide them with regular updates on our activities. This helps to build trust with the individual staff members in each office and provide access to investor information from their network.

One of our key marketing tools is the quarterly Oklahoma Investor newsletter, which we distribute to a range of key influencers, partners and select companies. The newsletter, compiled by our marketing team with input from the client marketing department in Oklahoma City, provides information on recent investments and initiatives that highlight the sector strengths within the state and the pro-business approach of ODOC.

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When we attend trade events, we take the opportunity to set up meetings with the relevant SUSA staff that will be attending. Again, it allows us to build the relationship and gain market information.

It is apparent over the past 18 months that the role of SUSA has changed significantly and they are now dealing with a much larger range of potential investors and playing an increasing important role in providing information in areas such as tariffs, work visas etc. This makes them a very important element of our marketing strategy and highlights the need to be more engaged in their promotional activities, such as the roadshops in advance of SUSA Summit. This is an area which we would propose to be more active in 27/27, where possible attending these roadshops and increasing awareness of the Oklahoma brand.

Contact Database – We currently maintain and update a dedicated ODOC CRM system, hosted on hubspot. The system holds details on over 900 companes and 1,500 contacts that have been added and updated over the past 5 years. The database is used to manage our contact lists, help the sales team to quickly access contact details and notes on previous meetings, and to generate our various promotional activities, including the quarterly newletter. The system is administered by our office manager, who insures that data is being quality-assured, uploaded in a timely fashion and is kept up to date.

The system can used to provide a monthly report on all the key client activities, including marketing activities, outreach efforts and connections established. It can also provide clear performance metrics in terms of conversion ratios, time spent on each marketing activity and progress across investor account plans.

We would propose to add these metrics to our monthly report so that it can be reviewed by the client and discussed at the monthly meeting. In addition, we have provided the client with full access to the Hubspot system so that they can review at any time and download specific data as required.

Marketing outreach – currently our marketing activities include the quarterly newletter, adhoc sector-specific emails to target clients and investor announcements which we send to site location consultants and other interested parties. In Europe, it is very important to manage this process carefully as GDPR requirements are very strictly enforced. Therefore, we ensure material is only sent to those that have consented to receive it or where there is already an established relationship.

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For this contract, we propose to provide a minimum of 1 outreach per month, targeting investors in specific sectors, updates for influencers and partners, along with an increased engagement with the SUSA offices. To achieve this, we will work closely with the ODOC team to gather relevant news and activities that we can use to create impactful content. Again, we will be able to use the CRM to gather information on the effectiveness of each activities, using the CRM system to collect open rates, click through rates and direct responses to each marketing activity. This will all be presented in our monthly report to ODOC.

3. Independent Event Representation

With the high level of competition that exists within Europe for US-bound FDI, it is important that Oklahoma increases its profile by attending events and interacting face-to-face with prospective investors. While digital marketing and video meetings have become increasing popular (and important in delivering cost-effective sales activities), a physical presence in the market is the most effective way to build relationships, gain market intelligence and promote the Oklahoma brand.

Over the years, we have attended several European trade shows as representatives of Oklahoma, with varying success. While many of the major events attract target accounts, the level of attendee does not always allow for meaningful interactions. For our experience, we would highlight the following key opportunities that might be considered as part of the contract:

Select USA Road Shows – very focused and now getting much higher levels of attendance and quality of attendee. Given our geographical focus, we would look at events in both Germany and France. Not only do they give us access to potential investors, but they allow us to further build our relationship with the local SUSA team and develop a stronger partnership

Trade Shows – A review of current investment flows into the US provide an insight into the type of show that we might consider for 2026/27, such as AI/Data Centre infrastructure (we attended Data Centre World in London earlier this year, which provided a number of promising leads), specialist chemical shows such as Chemspec and perhaps Hanover Messe, where most of the main European advanced manufacturing companies will exhibit.

We would work with the ODOC team to identify those events that match our strategic goals, develop a activity plan including expected outcomes, and present to the client for approval.

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HMC

4. Large Event Support

As part of previous contracts with ODOC, HMC has successfully delivery a major event each year at the European airshow, either London or Paris. For each event, we have worked closely with the ODOC team to clearly define the requirements and outcomes required, both in terms of quality and quantity.

Within our team, we have experienced researchers who already understand and can articulate the Oklahoma value proposition. This gives us a unique advantage in the ability to have an informed engagement with potential investors and secure meetings with senior level representatives from the company.

For such a large-scale event, we use experienced researchers from both our UK and Manila based team, combined with support from our in-market sales consultants in London and Brussels. The key elements of the delivery would be:

	Week									
Activity	10	9	8	7	6	5	4	3	2	1
Project initiation Document (PID)	■									
Data Collection and qualification		■	■	■						
Build Target Lists		■	■	■						
Collect contact information		■	■	■	■					
Initial Outreach				■	■	■	■			
Telephone follow up					■	■	■	■		
Apppointment Setting				■	■	■	■	■		
Briefing Material					■	■	■	■		
Creation of draft meeting plan								■		
Meeting confirmation and reschedules							■	■	■	
Final schedule and briefing delivered								■	■	
In-person attendance and support										■
Final report and investor follow-up										■

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5. Event Support

HMC has experience of delivering a range of in-market FDI promotional activities, which are highly effective in building investor relations and progressing projects. With sales staff in each of our key markets, HMC is fully resourced to provide the level of on-the-ground support required to ensure an effective programme.

Where possible, we would try to build a programme around a specific trade event, which allows us to maximise the number of meetings delivered. We would also look to leverage the local SUSA offices and other key partners, such as the local chamber of commerce, to access high-level contacts in our target companies.

Below is a summary of our event delivery methodology:

a) HMC and the ODOC attend a project kick-off conference call to enable the HMC to summarize the objectives, illustrate clear understanding of the project and related deliverables. We will also prepare a draft visit plan, setting out the logistics and travel requirements. All these, along with in-market support, will be provided by our field salesperson, who will accompany the visit and provide translations services when required.
b) HMC will conduct outreach activities to exhibitors and attendees at targeted event (or geographical market) and will inform the ODOC of companies that are interested in meeting with the ODOC, confirming within 2 working days that they agree to meet the company.
c) HMC will provide company profiles for each company that the ODOC has agreed to meet including: company name, website, company description, size/financials, FDI Track record, Contact name, position, email, LinkedIn, description of any known FDI plan/strategy for the North American region, project decision date if known, follow up actions, meeting details.
d) Upon the ODOC's review of the Company Profile submitted by the HMC and acceptance of the company meeting, we will confirm meeting arrangements. Arrange 10-15 company meetings with Qualified Leads for the ODOC during the show or market visit. The meetings will be with the relevant company decision maker with responsibility for or influence on FDI.
e) Provide an itinerary for the meeting program including: companies to be met, name of decision makers(s) being met, their position, and contact information, agreed location of each meeting.

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f) Arrange a pre-visit briefing (virtually or in-market) with the ODOC before the programme start to review the company meetings, program and key logistic requirements.
g) Deliver the meeting programme, ensuring that all meetings are re-confirmed in advance, any changes are communicated effectively to ODOC and all in-market issues are managed in a professional manner.
h) Post-programme, HMC will provide a full review of the visit, outcomes from meetings, lessons learned and next steps. We will then agree an action plan with ODOC for the account management of each lead.

6. Inbound Meeting Support

For individual investor or delegation visits from Europe, HMC has the team in place to provide all the logistical and communication support required to ensure a successful visit. Key activities that we would undertake to support these visits are:

1. Create a project plan in collaboration with the ODOC team, identify any specific issues or concerns, and agree key milestones in the preparation and implementation of the visit.
2. Initial telephone/f2f meetings with all participants to discuss goals/objectives for the visit, any information requirements prior to the visit, and gain a better understanding of their investment intentions, site criteria and timelines.
3. We will work closely with participants to develop a strong visit programme, providing outreach services and advice on how to maximise their visit.
4. Undertake outreach, supported by the ODOC team, to create a strong visit programme that ensures that each participant gets a strong impression of the Oklahoma value proposition and strong messages of validation from existing investors.
5. Immediate follow-up post visit to get feedback, areas of interest or concern, and agree next steps
6. Work closely with the ODOC team to develop an effective account management plan, providing ODOC with regular updates on the company and their project plan.

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HMC

7. Market Intelligence

While delivering this contract, we will be generating and analyzing a significant amount of data regarding investor intentions in Europe. Our intention is to share this as widely as possible, both through the ODOC CRM system and the on-going sector development planning.

Sales Plan - At the onset of this contract, we would propose to work with ODOC to develop an FDI sales plan for Europe. As part of this, our research team will undertake geographic, sector and sub-sector research to inform the key decisions that need to be made around strategy, tactics and promotional activities. We would review the plan with ODOC on a quarterly basis, identifying any areas where additional research may be needed and updating as required. This ensures that real time data is being used to direct our activities and the plan remains relevant.

Market Data – to support the ODOC Global Outreach Team, our researchers will be available to provide timely sector, geographic or company specific data to help inform their recruitment activities. We can help to identify and provide contact details for any leads they identify or opportunities that arise in the US market, perhaps from a US subsidiary of a European company. We will also provide them with access to our on-going market research that we conduct as part of our own outreach.

8.Monthly Activity Report

HMC have previously worked with ODOC to develop a monthly activity report that is used to monitor our performance against contract targets, highlight key market activity and trends, reports of events attended and planned activities for the following month. A example of this report is provided in Annex 2.

The report, provided within 3 working days of the month end, will be the basis for our monthly review call with ODOC, where we can assess activities, test our methodologies and market assumptions, updating our sales plan as necessary and ensuring accountability is maintained across the team.

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Annex 1 – HMC Lead Generation and Account Development

HMC's methodology has been developed over many years and has proved very effective in both identifying potential investors, but more importantly connecting with key decision makers within the target company. The model below illustrates HMC's process for developing and qualifying opportunities for Oklahoma in Europe. By following a strict research and engagement methodology, we ensure maximum time is spent engaging with properly qualified targets which have confirmed an interest in US FDI.

Research

HMC has a long-established track record of excellence in research for international business development. All research work will be carried out in partnership between the Lead Consultant and an experienced business analyst. We constantly monitor news from each of the key sectors of interest to Oklahoma, noting industry trends and factors which would indicate a potential interest in FDI.

Secondary research will be carried using:

- **Regional coverage & industry press** - Our research team take a wide variety of business press from Europe, this not only provides access to high level data on the industry, but the market conditions of the wider economy. Industry press are the general publications, e-mail alerts and websites which cover the entire industry we are researching – they give an overarching view of the marketplace, highlighting general trends and providing information on companies and products which are making waves.
- **Niche Publications, Google Alerts and RSS feeds** - Frequently online in the form of blogs, e-newsletters, twitter feeds and news alerts, these are specific to sub sectors which we may be looking at (Aerospace and Defence, Industrial Manufacturing, Energy, Chemicals and Plastics). HMC has access to research and statistics agencies and market research reports such as Mintel, LexusNexus, Factivia, Reuters, and Dun & Bradstreet.



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- **Databases & Social Media** – HMC currently has professional subscriptions to business press, corporate databases and social platforms such as Linkedin. Our research is drawn from all applicable sources to make sure what we provide to clients is not only relevant but as up to date as possible.

The key data from our research and outreach is stored on the bespoke CRM system that we have created for ODOC. This information allows staff to access the sales pipeline and monitor progress for individual investors.

The information gathered from these sources is also used to prepare our media watch which is included in our Monthly Activity Report for Oklahoma.

Initial Outreach activities through email, social media and calls to assess interest in US FDI and the potential of an initial meeting with our lead consultant. This outreach will also be used for an initial qualification of each account to assess whether they have the necessary resources and management capability to deliver a successful international investment.

Once a suitable company has been identified, we verify its potential by assessing recent news releases, trading statements, and annual reports. We consider the location and function of its current global infrastructure, and prior market entry strategy & investment history, and profile the company in line with Oklahoma's value proposition. HMC will use this information to build a bespoke message for each individual company to use in targeting the key decision makers within the companies.

Exploratory meetings/calls with identified targets

Of those companies who favourably respond to learning more about the opportunities open to them in Oklahoma, our Lead Consultant (and/or ODOC executive)will have a call with the company to qualify their interest, and discuss:

- Which markets are they interested in expanding into and why?
- Who are their customers and where are they located?
- Type of investment? (e.g. sales and marketing office, manufacturing facility, distributions/logistics centre, back office, or R&D etc)

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- What is their preferred market entry strategy, e.g. greenfield or brownfield? (HMC will focus on identifying greenfield/brownfield opportunities for Oklahoma Department of Commerce, however, will advise on all opportunities that may arise, including: licensing, joint venture, partnerships, acquisitions etc)
- What is their time frame? Level of investment?
- How many new jobs do they expect to create?
- What are their criteria for selecting new locations? (e.g. proximity to customers, industry clusters, labour pool, fiscal conditions, incentives, market size, labour costs, presence of suppliers, market maturity, or infrastructure etc)
- Who else is involved in the decision-making process?

Presentation of client proposition

The feedback received from the exploratory meetings will allow our team to assess how serious a company is regarding a potential investment into Oklahoma. Should they be qualified, our team will facilitate a call between the potential investor and the recruitment team at Oklahoma to carry out a more formal presentation on behalf of the agency. These presentations will form the foundation of what the final inward investment project will look like.

Trade Events

Over the course of the year, it is likely that Oklahoma Department of Commerce will attend key European industry events in target sectors. These events offer an opportunity to promote and market the benefits of Oklahoma to a large focused audience over a short period of time. Events such as Paris Airshow and MRO Europe have proven to be a very effective way to engage with senior executives within the aerospace industry. We will continue review our trade show attendance and identify additional events that fit with our proposed marketing strategy.

Development of business networks

As part of our marketing campaign, we will continue to build relationships within the main FDI influencers. This will include:

- Government contacts such as Select USA and trade representatives from target countries
- The key site locations consultants based in Europe such as Buck Consulting, Deloitte and CBRE

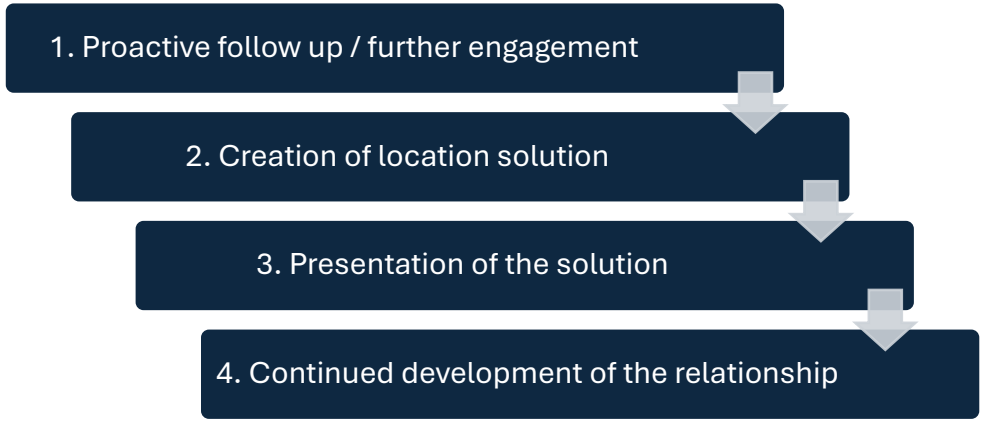
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- Trade associations and representative bodies such as the British American Business Inc

As well as keeping them updated on relevant Oklahoma business news through our quarterly newsletter, we will arrange regular calls to gain FDI leads and updates on their own FDI activities.

Account Development

Once an FDI project opportunity is identified, HMC will work closely with the Oklahoma team to develop the relationships, manage information flow and assist in the account management process. This will require proactive follow-up, potential multi-point company contact, prioritising needs and engaging division heads.



Carrying out effective, pro-active follow- up and engagement with potential investors is vital for securing inward investments as a strong relationship with a key decision-maker will create competitive advantages over other regions.

HMC will ensure that we deliver on queries to all potential investors in the sales pipeline in a timely and professional manner, answer questions which are asked and demonstrate reliability and credibility in the information that we supply. This will build a relationship of trust and openness with the client which increases engagement, information flow, and interest in Oklahoma as a region for investment.

Regular Reporting

HMC's appointed lead consultant will submit and present a performance report monthly, and will arrange a formal call to discuss the content in detail with the ODOC contract manager. The purpose of this report will be to inform all parties on progress against plans and identify any areas of particular interest, significant successes

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Annex 2 – Sample Monthly Activity Report

Client	Oklahoma Department of Commerce
Contract Owner	Sarah Short
HMC Lead	John Haran
Report	Progress & Activity Update June 25

OKLAHOMA DEPARTMENT OF COMMERCE

Summary

- Outreach to 31 factory automation manufacturers.
- Attend Paris Air Show – 67 meetings arranged
- 4 investor calls completed and follow up actions agreed.
- 1 Projects Identified

Activity

2.1 Stats

	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	
Email/calls	31	31								
Leads	6	4								
Events (meetings)	-	4								
Influencer (Email/call)	4	2								
Projects (call)	1	1								

2.2 Current Projects

Investor	HQ	Owner	Project Outline	Next Steps
Trumpf	Germany	HMC	Customer support centre	Provide additional info on Oklahoma engineering sector
Verkor	France	HMC	EV Battery – Capex $750m, 600 staff	Waiting for confirmation of meeting date
Eneus Energy	UK	ODOC	Hydrogen Production	ODOC in the lead
ESPE	Italy	HMC	Wind turbines	Considering US locations
Windar	Denmark	HMC	Wind Turbine system	Looking at US locations
Luvside	Germany	ODOC	Horizotal turbines	Site visit took place Sept 24

2.3 Leads Generated

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Autonox Robotics– met with Nadja Doderer, CEO. She began by explaining that she had recently attended a virtual tour of Oklahoma, organised in conjunction with the US-German chamber of commerce.

Autonox build a range of robot structures that can be integrated into many different automation platforms. Based in Germany, with the US HQ in Atlanta, they supply a range of US companies across various sectors, including aerospace, precision engineering, electronics and food processing.

While they have no current requirement for new production capacity, Nadja asked for some details on the Oklahoma manufacturing sector, key investors and other robotic manufacturers in the state.

Trumpf – Met with Shane Sufflebean & Ryan Welcome from the US marketing team. Ryan is based in Connecticut (their US HQ) and Shane in Kansas city. Trumpf is a US$5b engineering company based in Germany with over 20,000 employees, 1,700 based in the US. They have manufacturing sites on the east coast and Ilinois.

The US operations have continued to expand in recent years although sales growth was stagnant in 2024 due to global economic factors. They do not have a significant presence in the southern US region and it is an area they have targeted for growth, particularly in the aerospace sector.

We discussed the continued expansion of aerospace companies in Oklahoma and the importance of the sector to the local economy. Also of interest is the wind energy sector where they have major customers such as Siemens.

They asked for more information on the aerospace sector and the support that ODOC can provide to new investors.

Follow up action – provide additional information and reconnect to discuss possible visit by senior management

Kapp-Niles: Matthias Kapp, Managing Director. The company is a leading German manufacturer of profile grinding tools and CNC machines, used mainly in the production of precision gears for the aerospace and automotive sectors. They currently have sites in Colorado and Ohio, from which they provide technical support to US customers.

They are currently reviewing their US foodprint and have asked for information on the Oklahoma aerospace and mechanical engineering sector. While they have no immediate plans to expand, they will keep us updated and their business grows.

Mikron Group – Rolf Rihs, COO. The Mikron Group develops, produces and markets highly precise, productive and adaptable automation solutions, machining systems and cutting

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tools. Rooted in the Swiss culture of innovation, Mikron is a global partner to companies in the pharmaceutical, medtech, consumer goods, automotive, and general engineering industries. The two business segments Mikron Automation and Mikron Machining Solutions are based in Switzerland (Boudry and Agno). Additional production sites are located in the USA, Germany, Italy, Singapore, China and Lithuania. Mikron Holding AG shares are traded on SIX Swiss Exchange (MIKN). The Mikron Group employs a total workforce of around 1,600.

Mr. Rihs confirmed that the company has two operations in the US, in Denver and Monroe NC. They are experiencing significant growth and may consider expansion in the near future, probably at the existing sites. Any new site will depend on the growth of new business and the opportunities to build new sectors such as aerospace.

I agreed to provide some information on the Oklahoma business environment, particularly in regard to aerospace and will follow up later in the year for an update.

2.4 Influencers

- Calls with several Select USA offices to get updates and feedback from the summit, as well as details on any leads that had been identified.
- Follow up on potential lead provided by Milan office. Schedule meeting with investors when they return to Italy. Andrea to co-ordinate.
- Updated CASE on current Oklahoma investment activity and discussed several initiatives that are been planned for 2025. This information to be shared with relevant staff in ODOC
- Select USA events in Italy Nov 25. Discuss internally and decide whether to participate.

3.0 On-going activities

Outreach – Follow up on EV & automation leads. Very strong response to our outreach with several opportunities being identified and followed up

Paris Air Show – Finalise meeting programme and briefing documents. Attend show and provide support to the ODOC team

Media Watch – Review key European business publications on a weekly basis to identify articles that relate to our key sectors, news of US investment and other areas which impact on our work.

Oklahoma CRM – regular update of leads and key activities

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Annex 1 – European Automation Suppliers

Company	Website	Contact	Email
Sugino Machine France SAS	https://www.sugino.com/92400	Quentin Gardette- Sales and BD Director	q.gardette@sugino.com
TAV VACUUM FURNACES SPA	https://www.tav-vacuumfurnaces.com/en	Calogero Cali- Technical Director	c.cali@tav-vacuumfurnaces.com
TRUMPF Group	https://www.trumpf.com/en_GB/	Dr. Voleker Jacobsen- MD	volker.jacobsen@trumpf.com
EMAG GmbH	https://www.emag.com/	Markus Clement- CEO	mclement@emag.com
WaldrichSiegen Werkzeugmaschinen	https://www.waldrichsiegen.com/	Markus Brumm- MD	markus.brumm@waldrichsiegen.com
KAPP NILES	https://www.kapp-niles.com/en/	Matthias Kapp- MD	matthias.kapp@kapp-niles.com
Renishaw	https://www.renishaw.com/en	Dave Wallace- Director of Operations	dave.wallace@renishaw.com
4JET microtech GmbH	https://www.4jet.de/en/	Jörg Jetter - Founder & CEO	joerg.jetter@4jet.de
HYDRO Systems KG	https://www.hydro.aero/en/home.html	Martin Duerr- MD	mduerr@hydro.aero
Reishauer AG	https://www.reishauer.com/	Marcus Setterberg- CEO	marcus.setterberg@reishauer.com
Mikron Group	https://www.mikron.com/en	Rolf Rihs- COO	rolf.rihs@mikron.com
Fidia S.p.A	https://www.fidia.it/en/	Augusto Mignani- MD	augusto.mignani@fidia.it
Comau	https://www.comau.com/en/	Pietro Gorlier- CEO	pietro.gorlier@comau.com
CMS Metal Technology	https://www.cms.it/en/metal	Nicola Rinaldi- Technical Director	nicola.rinaldi@cms.it
Colchester Machine Tool Solutions	https://www.colchester.co.uk/	Jonathan Wright- MD	jonathan.wright@colchester.co.uk
Ward CNC	https://www.wardcnc.com/	Simon Whitworth- MD	simon.whitworth@wardcnc.com
Mandelli	https://www.mandelli.com/en/	Marco Biollo- CEO	marco.biollo@mandelli.com
Willemin Macodel	https://willemin-macodel.com/en/	Olivier Haegeli- CEO	olivier.haegeli@willemin-macodel.com
Tornos	https://www.tornos.com/en	Jens Thing- CEO	thing.j@tornos.com
Hedelius	https://www.hedelius.de/en	Matthias Funk- CEO	matthias.funk@hedelius.de
BBS Automation	https://www.bbsautomation.com/en	Philip Kraus- MD	philip.kraus@bbsautomation.com
Agile Robots	https://www.agile-robots.com/en/	Zhaopeng Chen- CEO	zhaopeng.chen@agile-robots.com

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Neura Robotics	https://neura-robotics.com/	David Reger- CEO	david.reger@neura-robotics.com
Anybotics	https://www.anybotics.com/	Peter Fankhauser- CEO	pfankhauser@anybotics.com
Smart Robotics	https://smart-robotics.io	Heico Sandee- CEO	heico.sandee@smart-robotics.nl
Unchained Robotics	https://unchainedrobotics.de/	Mladen Milicevic- CEO	mladen.milicevic@unchainedrobotics.de
Pal Robotics	https://pal-robotics.com/	Francesco Ferro- CEO	francesco.ferro@pal-robotics.com
Kassow Robots	https://www.kassowrobots.com/	Kristian Kassow- CEO	kka@kassowrobots.com
Alutec	https://www.alutecsrl.it	Sami Poutanen- COO	sami.poutanen@alutec.fi
autonox Robotics GmbH	https://www.autonox.com/en	Hartmut Ilch- CEO	hartmut.ilch@autonox.com
Bonetto S.r.L.	https://www.bonetto-group.com/	Paolo Marchisano- Technical Director	paolo.marchisano@bonettoautomazioni.com

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Exhibit 2 - Price

Solicitation No.
EV00000880

Bidders Information	
Name	John Haran, Director, HMC Global Ltd
Contact Information	haran@hmcglobal.co.uk (Tel +44 759030

Instructions:	
Please provide the cost for each task with hourly breakouts for individual job descriptions on the project. Bidder has the option to break out the cost further into subtasks if they so desire. Travel should be included in the cost of the total price and non listed separately.	Costs shall include complete development and maintenance of the project until it is turned over to the client.

Job Description (examples provided for reference only)	Research	Outreach	riefing Document	Consultancy	Management	
Hourly Rate	$ 20	$ 40	$ 40	$ 65	$ 100	$ -
Hours Used	**# of hours**	**# of hours**	**# of hours**	**# of hours**	**# of hours**	**# of hours**
Monthly European FDI Representation Services – Lead Generation, Outreach, Market Intelligence, Reporting	180	480	60	480	36	1236

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Major Event Support – Provide 50+ lead meetings, meeting briefs, and follow up reports for one event per year	95	400	40	120	77	732
Custom Event Support – Provide assistance identifying targets, setting 10-15 meetings, assisting in arranging logistics for two additional outbound events in Europe per year	90	160	16	80	90	436
Independent Event Representation (European events) Participation in additional business recruitment events independent of ODOC direct involvement	10	16	4	20	10	60
Inbound Meeting Support – provide meeting support for inbound delegations from Europe	15	30	10	20	18	93
Total Hours	390	1086	130	720	231	2557

Total	**$ 7,800**	**$ 43,440**	**$ 5,200**	**$ 46,800**	**$ 23,100**	**$ 126,340**

Total Annual Cost	**Year 1 Total Cost**	**Year 2 Total Cost**	**Year 3 Total Cost**	**Year 4 Total Cost**
	$126,340	$126,340	$126,340	$126,340