

## **GENERAL TERMS AND CONDITIONS OF BUSINESS**

### **Terms**

In these General Terms and Conditions of Business ("**Terms**") the following definitions apply:

"**Agreement**" means these Terms together with any applicable SOW and/or any other agreement which incorporates these General Terms and Conditions of Business by reference or inclusion, or otherwise details an agreement by Edelman to provide Services to the Client;

"**Background Materials**" means any materials, photographs, files or sound recordings, the rights in which are owned by Edelman or its affiliates and which are in existence on the Commencement Date or are not created in the course of providing the Services;

"**Client**" means the party to whom Edelman is providing Services or as identified in the Agreement;

"**Client Materials**" means all information, data, reports, photography, artwork, literature or other materials provided by or on behalf of the Client or any of its affiliates to Edelman or its affiliates under the Agreement, including any information, representations, reports, data or materials contained in press releases, articles, copy, scripts, advertisements, designs, artwork and detailed plans or programmes or any price sensitive information which the Client authorises or directs Edelman to publish, transmit or release;

"**Commencement Date**" means the date of the Agreement or, if earlier, the date on which the Agreement takes effect or the date from which Services are provided;

"**Confidential Information**" means information, whether oral or written and whether held on tangible, electronic or other media, which is confidential or commercially sensitive including all information relating to the business, finances, clients, prospective clients, suppliers, personnel, pricing, ideas, analyses, methods, trade secrets and other proprietary technical, marketing and business information of a party or its affiliates. The terms and conditions of the Agreement including those relating to Edelman's remuneration shall also, for the avoidance of doubt, constitute Confidential Information;

"**Contract Year**" means each period of twelve consecutive months during the term of the Agreement beginning with the Commencement Date or its anniversaries;

"**Developed Materials**" means any finished deliverables, including press releases, copy, layouts, artwork, scripts, films and other media, advertising and publicity materials created by or on behalf of Edelman pursuant to the Agreement excluding any Background Materials or Third Party Materials;

"**Edelman**" means Edelman Europe Holdings B.V. a private limited company with its registered office in Amsterdam, the Netherlands and listed under number 34266874 in the Commercial Register of the Chamber of Commerce;

"**Programme Costs**" means costs for goods and services bought from Third Party Suppliers on behalf of the Client (other than expenses);

"**Project**" means an individual engagement to be undertaken by Edelman in the delivery of the Services;

"**Services**" means the communications marketing and other services Edelman performs for the Client under the Agreement;

"**SOW**" means the written descriptions of the Services signed by the parties to it, detailing the Services Edelman has agreed to provide to the Client in relation to a Project which shall also include the fees that the

Client has agreed to pay to Edelman for such Services and which forms a part of the Agreement;

"**Subcontractor**" means a supplier engaged by Edelman in relation to the provision of elements of the communications marketing services that Edelman have expressly agreed to provide to Client itself and as set out in the Agreement, excluding Third Party Suppliers;

"**Third Party Materials**" means press and publicity materials, photographs, films, sound recordings, research data and all other materials created by a third party other than an affiliate, regardless of whether such material is already in existence at the time that it is intended to be used or is commissioned by Edelman or any affiliate, on behalf of the Client, for the provision of the Services; and

"**Third Party Supplier**" means a supplier engaged by Edelman, on behalf of the Client, in relation to the provision of elements of the Services including photography, production, models, performers and influencers, music, recordings, voice over, animation, artwork, illustration, design, printing, advertising, market research, exhibition and display materials, press distribution and major mailings, artiste/celebrities and venue hire or any other element of the Services which may involve a licence or assignment of rights.

Any terms defined in an SOW, shall have the meaning set out in the SOW. The words "**include**" and "**including**" (and any similar term) shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.

1. **Applicability.** These Terms form the basis upon which Edelman will provide Services to the Client and, together with any applicable Letter of Engagement or SOW(s), forms a critical and fundamental part of the Agreement between Edelman and the Client.
2. **Services.**
  - (a) Edelman shall perform the Services using reasonable care and skill, and to the standard reasonably expected from a competent and professional supplier of services of the relevant type.
  - (b) If the Client wants to expand the scope of the Services or wants additional services, the Client and Edelman shall agree upon the additional scope or Services and the additional amount Edelman shall charge the Client. The parties will then either amend the current Agreement or execute a new Agreement, as appropriate. Edelman shall invoice the Client and the Client shall pay Edelman for such additional Services in accordance with the Agreement.
  - (c) If Edelman's performance of the Agreement is prevented or delayed by any act or omission of the Client (including failing to provide Edelman with all information, assistance, and materials reasonably required to facilitate the proper and timely performance of the Services) or any third party used by the Client, Edelman shall not be responsible for any resulting delay or liability.
3. **Warranties.** Each party warrants that it: (a) is duly incorporated, validly existing and in good standing in the jurisdiction in which it is registered or incorporated; and (b) has the requisite corporate power and authority to execute this Agreement and to perform this Agreement. The parties agree that any condition, warranty, representation or other term which might otherwise be implied into or incorporated in this Agreement, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by law.
4. **Client Responsibilities.**
  - (a) The Client represents and warrants that: (i) the Client Materials are accurate and complete and not in any way contrary to applicable law

or misleading; and (ii) it is the owner or licensee of all intellectual property rights necessary to enable Edelman to edit, reproduce and otherwise use, publish and distribute the Client Materials in performing Services. The Client grants Edelman, its affiliates and their Subcontractors and Third Party Suppliers (where necessary) a royalty free, worldwide, non-exclusive licence to use the Client Materials to provide the Services. The Client shall reimburse fully and hold Edelman harmless from and against: (i) any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable legal fees and costs, that arise directly or indirectly out of or relate to Edelman's, its affiliates' or their subcontractors' or Third Party Suppliers' use of the Client Materials in accordance with the Agreement; (ii) product liability or death, personal injury or property damage arising out of, or relating to, Client's acts or omissions; (iii) Client's products, services or equipment; (iv) Client's negligence or wilful misconduct.

- (b) Approval by the Client of drafts and proofs is authorisation to proceed to production and/or publication, and approval of supplier estimates is the Client's authorisation for Edelman to enter into contracts with such suppliers on the basis of such estimates. The Client shall reimburse Edelman fully and hold Edelman harmless against any costs, claims, proceedings or demands arising out of or in connection with any press releases, publications or other material prepared for the Client by or on behalf of Edelman which are approved or directed to be used by the Client prior to publication or transmission.
- (c) In addition, in matters in which Edelman is not an adverse party, the Client shall reimburse Edelman for all reasonable staff time, legal fees and expenses that Edelman or an affiliate incurs in relation to (i) any legal inquiry, claim, proceeding, governmental, legislative or regulatory hearing, investigation or other civil or criminal proceedings in which the Client is a party, subject or target; and (ii) any request made against Edelman or any other related party under any data protection law that relates to any data processed by Edelman on behalf of Client or that relates to the Services.

## 5. Fees and Expenses.

- (a) **Budget.** The total projected fees, expenses, Programme Costs and payment schedule for the Services (the "**Budget**"), if determined, are set forth in the Agreement. Any Budget pertains only to the relevant Services as set forth in the Agreement. At the completion of a project, if Edelman holds any unused Client prepaid funds, Edelman shall first apply such funds towards overservice of the current projects. If any prepaid amounts remain, Edelman will give notice to Client detailing any unused amount. Within twelve months of the completion of the current project, Client must elect in writing to have the prepaid balance applied either as a credit towards: (i) other current project(s); (ii) other pending services; or (iii) refunded to Client.
- (b) **Expenses.**
- (i) **Third-Party Expenses.** The Client shall reimburse Edelman for all out-of-pocket, third-party vendor expenses incurred in performing the Services, including Subcontractors and Third Party Suppliers. The client shall pay by way of administrative fee a fixed surcharge of 10% of the amount of the Third-party expenses. For any individual expense the greater than €5,000, the Client shall prepay Edelman.
- (ii) **Travel and Additional Expenses.** The Client shall reimburse Edelman for all approved travel and/or entertainment related expenses incurred in performing the Services, including travel, accommodation, subsistence and overnight delivery. Where such expenses are set out in an SOW, this shall constitute approval by the Client.
- (iii) **Technology Fee.** Client shall pay Edelman a monthly charge equal to ten percent (10%) of Edelman's monthly fees, for general expenses incurred by Edelman to provide the Services,

which include utilisation of research and media databases, and/or technological tools and services. Notwithstanding any provision to the contrary, Edelman shall not be obliged to detail such expenses.

- (iv) **Legal Services.** The cost of outside legal services to approve copy, deal with regulatory issues, arrange spokespersons, negotiate with suppliers engaged on behalf of the Client, or otherwise providing Services will be billable to the Client as a third-party expense. Edelman shall provide, for the Client's prior approval, an estimate of such legal expenses. Edelman cannot provide the Client with legal services or legal advice of any kind and is not liable to the Client if the Client relies on any legal advice given by Edelman.

## (c) Taxes.

- (i) **General Tax.** Subject to sections 5(c)(ii) and 5(c)(iii), all sums due under an Agreement shall be payable in full without deduction, withholding or set-off. Except as expressly provided in this Agreement, the Client shall be solely responsible for and shall pay to the appropriate taxing authorities all taxes (including interest and penalties on any such amounts, but excluding corporate income taxes imposed on Edelman's net income that are not collected via a withholding), that are levied or imposed by reason of the transactions contemplated by the Agreement.
- (ii) **Withholding Tax.** All payments made by the Client under the Agreement shall be made free and clear of and without deduction or withholding for or on account of any taxes unless such deduction or withholding is required by applicable law (or the prevailing income tax treaties), in which case the Client shall:
- (I) withhold the legally required amount from payment and increase the sum payable pursuant to the Agreement by such amount as shall, after such deduction or withholding has been made, leave Edelman with the same amount as it would have been entitled to receive in the absence of such deduction or withholding;
- (II) remit such amount to the applicable taxing authority; and within 30 days of payment or as soon as possible with no unreasonable delays, deliver to Edelman original documentation or a certified copy evidencing such payment ("**Withholding Tax Receipt**"). In the event the Client does not provide a Withholding Tax Receipt in accordance with the preceding sentence, the Client shall be liable to and shall reimburse Edelman for the withholding taxes deducted from the payments.
- (iii) **Transaction Taxes.** All sums referred to in the Agreement and the SOWs are exclusive of VAT, consumption tax, sales and use tax, and any other duty or tax (collectively "**Transaction Taxes**") which shall (to the extent applicable) be payable by the Client. If Edelman is required, by applicable law, to collect or charge Transaction Taxes, the Client will pay such Transaction Taxes together with all sums due, upon presentation by Edelman of a valid tax invoice. Where applicable law requires the Client to self-assess or reverse-charge Transaction Taxes, the Client will be solely responsible for complying with such law and may not deduct, withhold or set-off such self-assessed or reverse-charged Transaction Taxes from any sums due and payable under the Agreement.
- (d) **Payment.** Fees and expenses may be invoiced monthly in arrears, unless otherwise stated in an SOW. Except as otherwise provided herein, payment of invoiced fees and expenses is due within thirty (30) days of the invoice date. If payment is not received by Edelman within such period, the

Client shall pay interest on any overdue amount at the annual rate of 3% above the prevailing base rate of Barclays Bank Plc, which interest shall accrue on a daily basis from the date payment becomes due until the date that Edelman has received payment of the overdue amount together with all accrued interest. If the Client is more than thirty (30) days late in paying any invoice, Edelman may, in its sole discretion, cease performing Services until the Client has paid all outstanding invoices. Edelman's failure to issue an invoice in a timely manner will not relieve the Client of the Client's obligation to pay the amounts due pursuant to such invoice but will postpone the due date accordingly. This section shall survive termination or expiry of the Agreement.

6. **Use of Work and Modifications.** Edelman shall have no liability arising as a result of: (a) the use of any work carried out as part of the Services for any purpose other than that for which it was commissioned; or (b) the use or publication of any draft or incomplete work without Edelman's prior written approval. Edelman shall not be liable for any modifications or alterations made by the Client to any materials or services provided by Edelman or an affiliate as part of the Services. The Client may not use any work or materials created by Edelman or an affiliate as part of the Services in a modified or amended form in a situation where the work is identified as, or a reasonable observer would take it to be, the work of Edelman. This section shall survive termination or expiry of the Agreement.

7. **Term.** Unless otherwise stated in a SOW, the Agreement shall commence on the Commencement Date and shall continue thereafter in full force and effect unless terminated by either party as provided herein.

8. **Termination.** Either party may terminate the Agreement or an SOW for any reason by providing the other with not less than 3 months' written notice. In addition, either party may terminate the Agreement immediately on notice in the event: (a) of any material breach of the Agreement by the other, which is incapable of remedy or, if capable of remedy, is not remedied within 30 days after the service of a written notice specifying the nature of the breach and requiring it to be remedied; or (b) the other becomes insolvent, enters into liquidation, whether voluntary or compulsory, passes a resolution for its winding up, has a receiver or administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of debt or ceases or threatens to cease to carry on business. Upon expiry or termination of the Agreement or an SOW, the Client shall pay Edelman its fees in respect of Services performed up to the termination date and reimburse Edelman for expenses incurred up to the termination date. In addition, the Client shall either assume liability or pay Edelman for non-cancellable expenses committed to be incurred prior to the termination date. This section shall survive termination or expiry of the Agreement.

9. **Liability.**

- (a) Save for any liability for fraud or fraudulent misrepresentation, for death or personal injury caused by negligence, the Client's obligation to pay the fees or reimburse Edelman in accordance with this Agreement, or which may not be excluded or limited as a matter of law:
  - (i) each party's liability to the other, whether in contract, tort (including negligence), for breach of statutory duty or otherwise shall not exceed 200% of the fees in respect of a Project paid by the Client in a Contract Year;
  - (ii) neither party shall be liable to the other for any loss of actual or anticipated income or profit, loss of contract, or loss of data (in each case whether direct or indirect) or for any indirect or consequential loss or damage of any kind

howsoever arising; and

- (iii) neither party shall be liable to the other for any loss or damage suffered by the other party arising out of or in connection with any act, omission, misrepresentation, or error made by or on behalf of that other party.

(b) Each party shall mitigate any losses in relation to the Agreement.

(c) This section shall survive termination or expiry of the Agreement.

10. **Confidentiality.**

- (a) Each party shall keep confidential all Confidential Information of the other and limit access to such Confidential Information to those of its employees, agents, consultants, subcontractors or professional advisers with a need to know for the purposes of performing the Agreement. Notwithstanding the foregoing, each party acknowledges that Confidential Information shall not be deemed confidential if such information: (i) becomes publicly available through no wrongful act or breach of any obligation of confidentiality by the receiving party; (ii) is, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) is independently developed or obtained by the receiving party without breach of the Agreement; (iv) is required to be disclosed by law or applicable legal process; or (v) is authorised for release by the disclosing party. Edelman shall have the right to utilise any publicly available work product to demonstrate examples of Edelman's work and in order to seek industry awards for Edelman's work. Nothing shall prevent the disclosure or use by Edelman of the Confidential Information in the proper performance of Edelman's duties under the Agreement.
- (b) The Client acknowledges that nothing in the Agreement shall affect Edelman's right to use as it sees fit any general intelligence gained by Edelman in the course of its appointment.
- (c) This section shall survive termination or expiry of the Agreement.

11. **Data Protection.**

- (a) Each party shall comply with its obligations under all applicable data protection and privacy legislation, including the General Data Protection Regulation (EU 2016/679) ("GDPR") and any national laws implementing the GDPR ("Data Protection Laws"). Where Edelman processes personal data (as defined in the GDPR) on behalf of the Client in the performance of the Services, it shall, unless otherwise specified, be a data processor and the parties shall separately agree appropriate data processing terms and/or instructions in advance of any personal data being provided by or on behalf of the Client to Edelman. The Client shall always ensure that it has the lawful right to allow Edelman to process all personal data provided by or on behalf of the Client to Edelman as necessary to perform the Services in accordance with the Agreement.
- (b) The Client acknowledges that Edelman and the affiliates use cloud services and systems to store and process data which may involve the transfer of personal data outside the United Kingdom and European Economic Area (EEA). The Client consents to this transfer of any personal data it provides to Edelman provided it is effected by way of Appropriate Safeguards. "Appropriate Safeguards" means such legally enforceable mechanism(s) for transfers of personal data as may be permitted under applicable Data Protection Laws from time to time. Edelman shall not otherwise transfer any personal data outside the United Kingdom and European Economic Area (EEA) or to any international organisation (as defined in the GDPR) without the Client's prior written

consent.

- (c) To the extent either party processes the name, business telephone number, business mobile phone number, business address or business email address of the other party's employees in the ordinary course of developing and/or maintaining a business relationship between them, each party represents to the other party that it is authorised to permit the other party to process such personal data regarding employees for the sole purpose of performing their respective responsibilities under the Agreement and each party will act as an independent data controller for its processing of such personal data for that purpose.

## 12. **Intellectual Property.**

- (a) Unless specifically provided in the Agreement and paid for by the Client, the Client acknowledges and agrees that Edelman will not perform any searches, including trademark, copyright and patent searches, to determine if materials prepared or provided by Edelman or an affiliate infringe the rights of any third party, and such searches and determinations are the responsibility of the Client.
- (b) Conditional upon payment in full of all amounts due and owing Edelman with respect to the Services, Edelman will assign to the Client all of its right, title and interest, including all of its copyright and trademark rights, in the Developed Materials; provided, however, that the Client shall obtain no ownership interest in: (i) Third Party Materials, (ii) Background Materials, and (iii) materials Edelman considers proprietary, including media lists, certain media training guides, influencer lists, databases, materials and proposals Edelman submits to the Client that the Client does not engage Edelman to implement.
- (c) Edelman shall inform the Client if it intends to incorporate any Third Party Materials in a Project and shall procure such usage rights (at the Client's expense) as Edelman reasonably believes will be required for the Project. Edelman shall grant to the Client only such rights in any Third Party Materials as Edelman is permitted by the relevant third party to grant to the Client. Edelman shall inform the Client of any usage restrictions that apply to the Third Party Materials and the Client shall comply with those restrictions. Where Client fails to do so, it shall fully reimburse Edelman for any resulting costs or liabilities incurred. To the maximum extent permitted by law, Edelman's liability to Client in relation to or as a result of the use of Third Party Materials shall be limited to the liability accepted by the third party rights holder under the relevant licence agreement.

- 13. **Non-Solicitation.** During the term of the Agreement and for six (6) months after its termination or expiry, the Client will not, without the prior written consent of Edelman, knowingly solicit (either directly or indirectly) any Edelman employee with whom the Client came into contact during the performance of the Agreement, for the purpose of engaging such employee as an employee, consultant, agent or contractor. In the event the Client does so solicit and employ or engage any person so employed by Edelman, the Client shall pay Edelman a fee equal to twenty-five (25) percent of such employee's then base salary as a reimbursement to Edelman of its recruitment and training costs. This section shall survive termination or expiry of the Agreement.
- 14. **Assignment.** Neither party may assign the Agreement or any rights or obligations hereunder without the prior written consent of the other party. Edelman may engage Subcontractors in connection with the performance of the Services. Such subcontracting shall not release Edelman from its obligations under the Agreement and Edelman shall remain responsible for the performance of the

Services.

- 15. **Force Majeure.** Neither party shall be liable to the other for any delay or failure in performance hereunder (other than a failure to pay amounts due hereunder) due to causes which are beyond the reasonable control of the party unable to perform, including present or future law, regulation or order, act of God, earthquake, flood, fire, epidemic, pandemic, accident, explosion, casualty, labour controversy, riot, civil disturbance, war or armed conflict, act or threat of terrorism (each an "Event of Force Majeure"). A party shall notify the other in writing of an Event of Force Majeure and the affected party's duties, covenants, obligations, and responsibilities hereunder shall be suspended through the duration of such Event of Force Majeure. If an Event of Force Majeure remains in effect for more than thirty days, either party may terminate the affected SOW.
- 16. **Notices.** Any notice or other formal communication which either party is required or permitted by the Agreement to serve on the other party shall be sufficiently served if sent to the other party at its specified address in the Agreement (or such other address as is notified to the other party in writing) either by hand, by registered post, or by recorded delivery. Notices sent by registered post or recorded delivery shall be deemed to be served 3 working days following the day of posting. Notices served by hand are deemed to be served on the day when they are actually received. This section is not intended to prohibit the use of e-mail for day-to-day operational communications between the parties. This section shall survive termination or expiry of the Agreement.
- 17. **Compliance with Laws.** In performing its obligations under the Agreement, each party shall comply with all applicable laws. In particular, each party shall comply with: (a) all applicable laws and regulations relating to anti-bribery and anti-corruption including the US Foreign Corrupt Practices Act 1977 and the Bribery Act 2010; and (b) all applicable laws and regulations in relation to modern slavery including the Modern Slavery Act 2015.
- 18. **Survival.** Termination or expiry of this Agreement shall not affect any provision which expressly or by implication is intended to survive termination or expiry. This section shall survive termination or expiry of the Agreement.
- 19. **Entire Agreement.** The Agreement, along with any and all exhibits and attachments and any Letter of Engagement, constitutes a single agreement, as well as the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties, whether written or oral, with respect to the subject matter, and may only be modified or amended if in writing and where signed on behalf of each of the parties by a duly authorised person.
- 20. **Third Parties.** A person who is not a party to the Agreement shall have no rights to enforce the Agreement.
- 21. **Order of Precedence.** Any preprinted terms and conditions of the parties' business forms shall be without legal effect with respect to a SOW or the Agreement. Where these Terms conflict with an SOW, these Terms shall prevail.
- 22. **Governing Law and Jurisdiction.** The Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the Netherlands and each party hereby irrevocably agrees to submit to the exclusive jurisdiction of the courts of Amsterdam, Netherlands over any claim or matter arising under or in connection with the Agreement or the legal relationships established by the Agreement. This section shall survive termination or expiry of the Agreement.