

GENERAL TERMS AND CONDITIONS OF SERVICE OF  
EDELMAN

Article 1 - Terms

In these General Terms and Conditions the following definitions apply:

**Actions:** all the actions carried out by a Client, or by/on behalf of EDELMAN on instruction of a Client, as a result of Services or Output delivered by EDELMAN, such as - but not limited to - statements, announcements, statements in the media, campaigns, publications, videos, press releases and websites;

**Services:** the services to be rendered by EDELMAN to a Client in its area of expertise as a professional communication and marketing agency;

**EDELMAN:** the private limited company Edelman Public Relations Worldwide B.V., with its registered office in Amsterdam, the Netherlands and listed under number 34082901 in the Commercial Register of the Chamber of Commerce;

**External Costs:** the costs to be charged on by EDELMAN to a Client incurred by EDELMAN in the context of the Services rendered to the Client;

**Remuneration:** a payment owed by a Client to EDELMAN for Services rendered;

**Offer:** an offer by EDELMAN to enter into a Contract for Services under the terms and conditions referred to in that offer;

**Client:** any (legal) person with whom EDELMAN has entered into a Contract for Services as contractor;

**Output:** all documents, texts, visual material, reports, advice, calculations and other works, as well as designs, concepts and ideas, which EDELMAN compiles, creates, develops, devices for the Client in the context of an Offer or Contract for Services or makes available or discloses to the Client;

**Contract for Services:** any agreement between EDELMAN and a Client, whether or not recorded in writing in correspondence, in a Master Service Agreement, a Statement of Work or otherwise, as a result of which

agreement EDELMAN has committed itself to render Services for or on behalf of the Client.

Article 2 - Applicability

- 2.1 These General Terms and Conditions form an integral part of any Offer issued by EDELMAN and of any Contract for Services if in or with such an Offer or Contract for Services there is a reference to these General Terms and Conditions as well as if the Client has previously received an Offer from EDELMAN or has entered into a Contract for Services with EDELMAN in which or whereby it was referred to these General Terms and Conditions (or an earlier version of such).
- 2.2 Provisions that conflict with these General Terms and Conditions shall only apply between the Client and EDELMAN if they have been expressly agreed by EDELMAN in writing.
- 2.3 The provisions in these General Terms and Conditions which purport to protect EDELMAN also protect, by means of third-party clause, other (Dutch or foreign) companies belonging to the group to which EDELMAN belongs in the event a legal relationship exists between the Client and such a company.
- 2.4 If an individual provision in these General Terms and Conditions or in a Contract for Services is void, voidable or is otherwise not permissible by law or is unenforceable, the validity of the other provisions shall not be affected as a result. The relevant provision so affected shall be replaced in proper consultation between the Client and EDELMAN, with retroactive effect, by a provision that is legally valid and is closest to the intention of the original provision.
- 2.5 EDELMAN is at any time free to amend or supplement these General Terms and Conditions. The adjusted General Terms and Conditions shall, from the day on which they are published by EDELMAN on its website, take the place of these General Terms and Conditions and then form part of every existing Contract for Services. However, if the Client demonstrates that an individual amended or supplementary provision has such a negative effect on what it may expect from the Output of an existing Contract for Services that the interest of EDELMAN in the amendment should reasonably be outweighed by this, then - in the event of a supplementary provision - the relevant provision shall not apply to the existing Contract for Services and - in the event of an



amended provision - the original provision shall keep its applicability.

#### Article 3 – Offers

- 3.1 All Offers issued by EDELMAN shall be based on the information provided by the Client to EDELMAN and the nature and extent of the Services offered in such.
- 3.2 If in anticipation of an Offer the Client has failed to provide EDELMAN with all the information required and useful for the compilation of the Offer and if the nature and extent of the Services to be rendered to the Client appear different than was anticipated by EDELMAN at the time of the submission of the Offer, EDELMAN is not obliged to stand by its Offer unchanged.
- 3.3 Unless otherwise agreed, the Client will be charged costs for the presentation of ideas and concepts before EDELMAN and the Client have entered into a Contract for Services with each other. The Client shall refrain from using the presented ideas and concepts, in whatever form or for whatever purpose, and from sharing them with third parties if and for as long as no Contract for Services has been formed that allows the Client the right to do so.

#### Article 4 - Formation of Contract for Services

- 4.1 A Contract for Services is formed after acceptance by the Client of an Offer or in any other way that an agreement may be formed pursuant to the law.
- 4.2 If the Client requests EDELMAN to render Services in addition to Services which EDELMAN already renders or has rendered to the Client pursuant to an existing Agreement, then a Contract for Services shall be formed in respect of such additional Services by the express acceptance of this request by EDELMAN or as soon as EDELMAN has made a start with the performance of the Services in a manner apparent to the Client.
- 4.3 If EDELMAN sends a confirmation of instructions to the Client, it is deemed to contain the correct reflection of a Contract for Services unless the Client disputes the accuracy of such on good grounds within five working days from the sending of such confirmation of instructions.

#### Article 5 - Performance of the Services

- 5.1 The Client may demand from EDELMAN that Services pursuant to a Contract for Services shall be carried out in a manner which may be expected from a professional

communication and marketing agency. In addition, EDELMAN is under a duty to make every effort to ensure that the results and agreed deadlines intended by the Contract for Services are realised.

- 5.2 The Client shall provide EDELMAN, solicited and unsolicited, on time with all cooperation, information, documents and facilities required or deemed useful by EDELMAN for the performance of the Services or of which the Client must reasonably understand that they are required for the performance of the Services.
- 5.3 The Services shall be carried out by EDELMAN for the agreed Remuneration and External Costs. However, if during the performance of the Services it becomes clear that the agreed amounts in Remuneration and External Costs are inadequate for the performance of the Services as a result of interim adjustment of the nature or extent of the Services or as a result of the actual time spent, a periodical adjustment of the rates of EDELMAN or the actual External Costs to be incurred by EDELMAN, EDELMAN is entitled to invoice, without further approval of the Client, up to 10% (ten percent) more than these agreed amounts. If an overrun of more than 10% is anticipated, EDELMAN shall notify the Client of this overrun.
- 5.4 EDELMAN may engage third parties in the performance of the Services. Insofar as this relates to third parties selected and instructed by EDELMAN itself, EDELMAN remains responsible towards the Client for the manner of the performance of the Services by such third parties. However, if the Client itself selects or instructs a third party, this releases EDELMAN from responsibility for the manner of the performance of the Services by such third party.
- 5.5 A failure in the performance of any obligation pursuant to a Contract for Services by EDELMAN, gives the Client the rights it may claim by law, this always under applicable condition that the Client has first issued EDELMAN with a written notice of default and has granted a reasonable remedy period and EDELMAN nevertheless fails to comply with the obligation within the remedy period. This remedy period commences on receipt of a notice of default addressed to EDELMAN.
- 5.6 In its relationship with EDELMAN, the Client itself is responsible that its use of Output and the Actions carried out by the Client and/or on behalf EDELMAN on the client's instruction, comply with the laws and regulations by government and with the other related (whether or

not sector-specific) regulations in the country of the use of the Output and of the performance of the Actions, and are not unlawful or constitute a breach of contract towards third parties.

- 5.7 The client can no longer rely on a defect in the manner in which EDELMAN has discharged its obligations in the performance of the Services if the Client has not objected to EDELMAN in writing within two months after the Client has discovered or reasonably should have discovered the defect. The Client shall properly substantiate any complaints. In the event of justified complaints which have been lodged on time, the Client is entitled to a remedy of the Service by EDELMAN.

#### Article 6 - Payment Conditions

- 6.1 Any claim of EDELMAN in respect of Remuneration arises in any event no later than as soon as the Service to which the Remuneration relates has been rendered, unless the Contract for Services to which the Remuneration relates has determined otherwise. For each claim in respect of the Remuneration, the Client shall owe a fixed surcharge of 6% of the amount of the Remuneration to cover the difficult to specify internal costs of EDELMAN.
- 6.2 Every claim of EDELMAN in respect of External Costs arises in any event no later than the moment that EDELMAN takes on an obligation towards a third party from which the relevant costs ensue, unless the Contract for Services determines otherwise. EDELMAN is always entitled, even if the Contract for Services does not provide for this, to demand advance payment of External Costs. On each claim in respect of External Costs, the Client shall pay by way of administrative fee a fixed surcharge of 10% of the amount of the External Costs.
- 6.3 If in the context of the performance of the Services travel or representation costs are incurred by EDELMAN, including but not limited to costs for flights, car hire, overnight stays, meals, tips, Wi-Fi, international telephone calls, mobile telephone calls and couriers and delivery services, these shall be charged on to the Client without surcharge. For travel by car, a kilometre allowance will be charged of EUR 0.50 per kilometre.
- 6.4 All amounts communicated by EDELMAN to the Client are exclusive of Turnover Tax payable on this payable by the Client and any other levies by government, unless expressly stated otherwise.

- 6.5 EDELMAN shall send the Client invoices in respect of its claims. Invoices from EDELMAN must be paid by the Client within 30 days from the invoice date without deduction or settlement. In the event the Client challenges the indebtedness of an invoice amount, the Client must notify EDELMAN within 30 days from the invoice date of this challenge such on penalty of the lapsing of the right to as yet challenge the invoice.

- 6.6 From the day the Client is in default with the payment of an invoice, the Client owes default interest on the payable invoice amount equal to the statutory interest ex section 6:119a of the Dutch Civil Code and the Client is obliged to pay EDELMAN all costs which are reasonably incurred by EDELMAN to collect its claim at law and otherwise.

#### Article 7 - The termination of the Contract for Services

- 7.1 A Contract for Services which has been entered into for a fixed term, a specific project or a specific size of the agreed Services, ends by their completion. A Contract for Services which has not been entered into for a specific term, a specific project or a specific size of the agreed Services, can be terminated by giving notice. Termination must be in writing, taking effect from the last day of the calendar month, with due observance of a notice period of at least two months.
- 7.2 Any Contract for Services can be terminated by either party with immediate effect in the event the other party is declared bankrupt, applies for a moratorium, or otherwise (whether or not under the laws of the country of establishment of the relevant party) appears to be insolvent, ceases its business or is dissolved.
- 7.3 The provisions in this article do not affect the options of the parties, where the law so permits, to terminate a Contract for Services.
- 7.4 The termination of a Contract for Services, for whatever reasons, shall not result in the Client being released from any payment obligation or from performing any other obligation arising from the relevant Contract for Services and which already accrued to EDELMAN at the time of the termination, nor shall such termination imply a waiver of the right of EDELMAN to claim compensation for any disadvantage or loss arisen as a result of any non-performance of the Contract for Services by the Client.

- 7.5 In cases where EDELMAN has, for the benefit of a Contract for Services, already committed itself towards third parties at the time of the termination of this Contract for Services, the Client is obliged to compensate EDELMAN for obligations still arising from such for EDELMAN, even if they first arise after the ending of the Contract for Services.
- 7.6 At the end of the Contract for Services, any Remuneration or External Costs already paid by the Client prior to the termination of the Contract for Services but which are not balanced by time spent or actual incurred costs, revert to EDELMAN except in the event the Contract for Services ends as a result of a justified reliance on termination by the Client due to an attributable failure by EDELMAN in the performance of the Contract for Services.
- 7.7 Provisions in these General Terms and Conditions which by their nature are intended to keep or acquire force after termination of a Contract for Services, remain in full force.

#### Article 8 - Intellectual property rights

- 8.1 Unless expressly otherwise agreed in writing, a Contract for Services intends or contains no transfer of intellectual property rights relating to the Output of such.
- 8.2 On condition of full payment for the Services, the Client acquires the non-transferable right to use the Output of a Contract for Services for itself in the manner, with the objective, for the duration and within the geographical area as expressly agreed, or which on entering into the relevant Contract for Services may reasonably be expected by the Client and anticipated by EDELMAN. For more far-reaching use, the Client requires written permission of EDELMAN, to which permission EDELMAN may attach conditions.
- 8.3 If EDELMAN engages third parties in the performance of a Contract for Services, it acquires, if required, the same user rights for the Client to the same extent.
- 8.4 The user right of the Client does not preclude EDELMAN using the Output, or parts of such, itself whether or not for the benefit of other Clients, on the condition that such use by EDELMAN does not show that the Output is (partly) the result of a Contract for Services with the Client and provided the use of such by EDELMAN does not cause damage to the Client.

- 8.5 The Client guarantees towards EDELMAN that the use by EDELMAN of information and documents which the Client provides to EDELMAN in the context of the performance of Services, does not constitute an infringement of intellectual property rights of third parties.
- 8.6 EDELMAN is entitled to use the tradenames, brands and logos used by the Client in the context of referring to the fact that it has rendered services to the Client whereby EDELMAN shall observe the necessary care that this shall not negatively affect such tradenames, brands and logos.

#### Article 9 - Confidentiality

- 9.1 EDELMAN and the Client shall make reasonable efforts to keep information and documents marked by the other party as being confidential, secret and therefore not disclose such or submit it to third parties and to limit the access to such information and documents to persons who must be aware of it in the context of the performance of a Contract for Services.
- 9.2 Information and documents are deemed not to be, or no longer, confidential if and as soon as this information and documents appear to be, or have become, publicly accessible (other than by the actions of the receiving party which by doing so has breached the agreed duty of confidentiality), were already known to the receiving party at the moment of provision, were apparently intended for disclosure or have been released by the providing party for disclosure.
- 9.3 If a party is obliged to disclose or provide confidential information or documents on the basis of a statutory obligation, this party shall prior to this disclosure or provision contact the other party in order to restrict the disclosure or provision of information or documents to an absolute minimum in proper consultation.

#### Article 10 - Protection of employees

- 10.1 The Client undertakes, both during the term of the Contract for Services and for the duration of one year after the end of the last entered Contract for Services, not to employ employees of EDELMAN or otherwise (directly or indirectly) hire, or have them carry out work, without EDELMAN, in the appropriate case having given its express and written consent for this. EDELMAN can attach financial and other conditions to its consent.

10.2 If the Client breaches the provisions in the previous paragraph of this article, it forfeits for each breach to EDELMAN a penalty equal to twelve times the monthly salary agreed between EDELMAN and the relevant employee(s), which penalty shall be immediately due and payable without further notice of default being required, such without prejudice to the right of EDELMAN to demand specific performance and without prejudice to the right of EDELMAN to demand compensation of the loss it has suffered as a result of the breach insofar as this loss exceeds the amount of the forfeited penalty.

10.3 If pursuant to a Contract for Services EDELMAN has made an employee available to the Client in the meaning of the Placement of Personnel by Intermediaries Act [*Wet allocatie arbeidskrachten door intermediairs*] and the provisions in the first paragraph of the current article are deemed to be an impediment in the meaning of section 9a of such act, the Client is - in departure from the provisions in the first paragraph of the current article - in principle free at the end of the placement to enter into an employment contract with the employee, this on the proviso that the Client in that case shall pay EDELMAN reasonable compensation for services rendered by EDELMAN in connection with the placement, recruitment and training of the relevant employee. The Client declares in advance to agree to an amount of twelve times the monthly salary agreed between EDELMAN and the relevant employee(s) as being reasonable compensation.

Article 11 - Personal data

If in the context of providing Services EDELMAN has at its disposal personal data in the meaning of the General Data Protection Regulation (Algemene Verordening Gegevensbescherming ("AVG")), the Client to whom EDELMAN renders the relevant Services shall (continue to) be deemed to be the processing controller in relation to this personal data, the Client guarantees towards EDELMAN the correct and full compliance of the obligations arising from the AVG in connection with the processing of this personal data and the Client shall indemnify EDELMAN against entitlements and claims by government and (other) third parties arising from the failure to comply with such obligations and/or the failure to comply with such in full.

Article 12 - Liability

12.1 EDELMAN guarantees the quality and expertise of its service provision and therefore accepts in its relationship with the Client - with due observance of that

provided for in these General Terms and Conditions in this respect - liability for specific financial loss which is the direct result of a failure in the performance of its contractual obligations which can be attributed to EDELMAN. EDELMAN is not liable for any other loss.

12.2 In the interest of the continuity of EDELMAN and therefore also in the joint interest of all its Clients, EDELMAN is responsible for its professional and business liability insurance and it applies that any obligation to pay compensation for loss to the Client - on whatever ground - is at all times limited to the amount the insurance companies pay out in the relevant case plus any excess.

12.3 Any liability of EDELMAN in connection with claims commenced against the Client as a result of the Client's use of Output and/or as the result of Actions, is excluded. The Client shall compensate EDELMAN in connection with, and indemnify against, claims by third parties due to their use of Output and as a result of Actions.

12.4 For any pre-contractual or post-contractual liability, the above articles shall apply mutatis mutandis.

Article 13 - Force majeure

13.1 In the event of force majeure as a result of which one of the parties is impeded in the performance of its obligations pursuant to a Contract for Services, the party affected by this force majeure shall notify the other party of this within 5 working days, after which the performance of the Contract for Services shall be suspended. During the period of such suspension, the parties shall be indemnified against any liability towards each other.

13.2 If the period during which the performance of a Contract for Services is not possible due to force majeure has lasted at least two uninterrupted months, both parties are entitled to terminate the Contract for Services in that case, without an obligation to pay compensation arising.

13.3 Force majeure includes, in addition to that understood as such in the law and case law, natural events, natural phenomenon, explosions, fires, vandalism, riot, civil unrest, sabotage, blockades, embargos, epidemics, acts or omissions by government bodies, labour disputes and any other event or cause, either equal to or different from the above, outside the control of the party relying on force majeure and, in any event, against which the party relying on force majeure could not reasonably



protect itself and as a result of which this party is impeded in the performance of the relevant obligation.

Article 14 - Applicable law and territorial jurisdiction

- 14.1 The legal relationship between the Client and EDELMAN, arising from a Contract for Services or otherwise arisen, is exclusively and always governed by Dutch law.
- 14.2 Disputes between EDELMAN and the Client can be submitted for resolution to the Court in the district of Amsterdam with jurisdiction according to the nature of the dispute, without prejudice to the right of EDELMAN to submit a dispute to any other court with jurisdiction according to the statutory or treaty jurisdiction rules.

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