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OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Daniel J. Edelman, Inc.

2. Registration Number
3634

3. Primary Address of Registrant
200 E. Randolp - 62 Floor
Chicago, IL 60601

4. Name of Foreign Principal
AXA

5. Address of Foreign Principal
25 Avenue Matignon 75008 Paris, France

6. Country/Region Represented
France/U.S.

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☒ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
N/A

b) Name and title of official with whom registrant engages
N/A

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

N/A

b) Aim, mission or objective of foreign political party

N/A

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

AXA is a multinational insurance and financial services company headquartered in Paris, France

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒

11. Explain fully all items answered "Yes" in Item 10(b).

N/A

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

AXA is a public insurance and financial services company.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature	
March 03, 2021	Raquel daFonseca	Sign	/s/ Raquel daFonseca	eSigned
		Sign		
		Sign		
		Sign		

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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Daniel J. Edelman, Inc.	3634

3. Name of Foreign Principal

AXA

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? January 21, 2021

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

Edelman will provide public affairs and communication strategy to implement a communications program for Client in the US.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Edelman will provide PR services to increase the visibility of Client and its leadership among key established stakeholder groups. This approach will maximize AXA's attention on priority topics, as well as positively position AXA with priority audiences.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Edelman will perform media monitoring, public statements and media coverage of key policy issues (climate).
Develop a map of key stakeholders who may affect policy on matters that are a priority.
Craft messaging, schedule and support a series of meetings with identified key stakeholders.

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

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Provided internal PR services work for client including: topline media monitoring;
Researched influencers in the climate space; held internal and client meetings to discuss
planning for 2021 activities; and developed suggested language for correspondence to influencers; Suggested
client participation in FT Global Boardroom Summit.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

Total

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature	
March 03, 2021	Raquel daFonseca	Sign	/s/ Raquel daFonseca	eSigned
		Sign		
		Sign		
		Sign		

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LETTER OF INTENT

February 23, 2021

Ulrike Decoene
Group Head of Communication, Brand and Corporate Responsibility
AXA
25 Avenue Matignon 75008 Paris, France

Dear Ulrike Decoene:

It is Edelman's policy to document in contractual form the terms under which it accepts client assignments so there will be no misunderstandings at a later date. Recognizing, however, that final agreement on the contract can be delayed for various reasons, we ask you or another authorized representative of **AXA** ("Client") to sign this interim letter authorizing us to commence work on your behalf effective January 21, 2021 through June 30, 2021 for public relations services set forth in Appendix A. In the event of non-payment of an invoice, Edelman may terminate this interim letter. Services shall be rendered by the **Washington D.C.** office of Edelman, unless specifically provided otherwise herein. This letter may be renewed upon the mutual agreement of the parties. In the event this letter expires without renewal, but the parties continue to perform, the terms and conditions of this letter shall govern until renewed or a new agreement is negotiated.

Edelman shall bill Client for its professional fees and expenses according to Appendix A. In addition, Edelman shall bill Client out-of-pocket costs which includes a 10% service charge (other than with respect to travel and entertainment expenses reimbursable to Edelman employees). Client shall also pay Edelman a monthly charge equal to six percent (6%) of Edelman's monthly fees, for certain expenses incurred by Edelman in order to provide the Services, which include, but are not limited to, utilization of certain research and media databases, and/or certain technological tools and services. Notwithstanding any provision to the contrary contained herein, Edelman shall not provide Client with an accounting or detail for such charges. Payment for the invoices are due within thirty days of the invoice date. All amounts due under this Agreement shall be billed and paid in US dollars. Edelman may charge and invoice Client, and Client shall pay, any applicable transaction taxes, including, without limitation, sales, use, value added, service, or any other similar transaction taxes imposed by the US or French governments, or the IRS, as a result of Edelman's performance of the Services regardless of when payment for Services was made, unless Client provides Edelman with a valid exemption certificate[1] or other valid documentation that Edelman is not required to collect such transaction taxes or Client can demonstrate that it has already paid such transaction taxes to the applicable government or taxation authority. For this, Edelman and Client will cooperate with one another in good faith in order to determine and minimize the abovementioned taxes.

Client shall be entitled to withhold from any amount payable under this Agreement required by Applicable Law in effect at the time of the payment, unless Edelman provides Client with a valid residency certificate, for purposes of the application of the Convention entered into between the United States and France for the avoidance of double taxation.

Within a reasonable timeframe (but no later than 30 (thirty) days after request) set forth in writing, each party shall provide and make available to the other party any documentation related to applicable transaction taxes reasonably requested by the other party, including resale certificates, direct pay permits, or treaty certifications. Client shall not be responsible for any other taxes, including but not limited to Edelman's Federal Income Tax. Edelman reserves the right to adjust the budget if there is a variation in any relevant currency exchange rate greater than two percent (2%). Client, recognizing that Edelman is obligated to pay out-of-pocket, third party vendor expenses and other costs in full in the local currency in which they were incurred, shall reimburse Edelman if any shortfall occurs as a result of fluctuating currency exchange rates. In such instances, Edelman will include an adjustment in the

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next monthly invoice or render a separate invoice. Unless specifically paid for by Client, Edelman does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client. Nothing herein shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.

Client represents and warrants that the materials and information it provides to Edelman are accurate and that it is the owner or licensee of all intellectual property rights sufficient to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing services for Client hereunder. Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of or relate to: (i) information, statements or materials provided by Client or that Client directed Edelman to use; (ii) personal injury or property damage arising out of, or relating to, Client's acts or omissions or Client's products, services or equipment; and/or (iii) Client's negligence or willful misconduct. Client will not, however, be responsible for any such Claims to the extent that such Claims have resulted from Edelman's fraud, gross negligence, material breach of its obligations under this Agreement or willful misconduct in its performance of the services hereunder.

In addition, in matters in which Edelman is not an adverse party, Client shall pay or reimburse Edelman for all reasonable attorneys' fees and expenses Edelman incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Client is a party, subject or target. In addition, in matters in which Client is not an adverse party, Edelman shall pay or reimburse Client for all reasonable attorneys' fees and expenses Client incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Edelman is a party, subject or target.

Except in the performance of the Services set forth in this interim letter, Edelman shall not use the AXA logo or AXA name in any publicity, press releases, promotions, publication and/or in any communications whatsoever, either written, oral or visual, and on any media whatsoever unless Edelman has received an express consent in writing from the Client. Nothing herein authorizes EDELMAN to use the AXA logo or name or any other logos, names or trademarks, whether registered or not, belonging to the Client or any of its affiliates, anywhere in the world, for any purposes whatsoever.

EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS INTERIM LETTER AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN HEREUNDER. IN ADDITION, EDELMAN SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES.

Each party will keep confidential all information and materials so designated by the other party including, (i) any confidential information about the business, activities or affairs of the Client and its affiliates or any other confidential matters which may come to its knowledge in the course of providing the services contemplated hereunder; and (ii) the nature, content or existence of discussions relating to, and the terms of, this Agreement, and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement during this Agreement and for a period of three (3) years following its termination. Each party will disclose confidential information only to its employees and contractors who have a need to know and are bound to keep it confidential and will use confidential information only for purposes of performing the services contemplated by this Agreement, and each party shall be responsible for any breach of these obligations by such employees. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the

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time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party. Edelman will reasonably cooperate with the Client in preventing or limiting any legally required disclosure. All documents supplied by either party to the other party in connection with the services contemplated by this Agreement will, upon written request, be returned by the receiving party to the disclosing party or destroyed to the extent technically and administratively feasible, provided that the receiving party may retain a copy if required by law or a regulatory body, subject to the obligation to maintain such copy confidential in accordance with this Agreement. Any information provided to Edelman by, or on behalf of, the Client in connection with the services contemplated by this Agreement remains the property of the Client. In compliance with data privacy and security laws, the parties agree to, among other things, comply with the provisions of Appendix B.

Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform, including without limitation, present or future law, regulation or order, act of God, earthquake, flood, fire, epidemic, pandemic, accident, explosion, casualty, labor controversy, riot, civil disturbance, war or armed conflict, act or threat of terrorism (all, an "Event of Force Majeure"), except for the failure to pay any amounts due hereunder. Each party shall notify the other party in writing of an Event of Force Majeure and such other 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, such other party may terminate this interim letter.

Edelman is an independent contractor and not the Client's employee or agent and shall not hold itself out as such. For the avoidance of doubt, Edelman has a purely advisory role, with no authority to decide, bind, represent the Client or negotiate for the Client.

Edelman shall comply with the Client's anti-corruption and bribery policy provided to Edelman in writing and all relevant laws relating to anti-corruption and bribery in the performance of the Services.

This interim letter shall be construed in accordance with the laws of the State of Illinois, regardless of any conflict of law rules. By signing below, Client authorizes Edelman to begin work on its behalf on the aforestated terms pending finalization of a formal contract with the understanding that we will be governed by the terms of the written contract when it is signed by both parties.

Please sign both copies of this letter, retaining the original for your files and returning the copy to us.

ACCEPTED AND AGREED TO ON THIS ___ DAY OF _____, 2021

AXA	**DANIEL J. EDELMAN, INC.**
By: _____	By: Vikram Tohan
Printed Name: _____	Printed Name: Vik Tohan
Title: _____	Title: EVP Finance

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Amendment No 1
Select Customer Entity
To Indicate Name of the Amended Contract
Select SCM Ref.

APPENDIX A

AXA and Edelman
STATEMENT OF WORK
PROJECT NAME: 2021 Public Affairs & Policy Communications
January 21, 2021 – June 30, 2021

OVERVIEW

Edelman will provide public affairs and communication strategy to implement a communications program for Client in the US. This program is designed to increase the visibility of Client and its leadership among key established stakeholder groups by implementing a multi-prong strategy, built on a foundation of targeted influencer mapping. This strategy will be aligned to and supplemented by a First 100 Days Action Plan. This approach will maximize AXA's attention on priority topics, as well as positively position AXA with priority audiences.

This description of services details the deliverables we will provide, along with an estimated scope of work and budget.

DESCRIPTION OF SERVICES & ACTIVITIES

Services	Activities
Strategic Planning	• Develop a map of key stakeholders and government officials in the US who may affect policy on matters that are a priority for the Client. • Track and monitor public statements and activities to inform future conversations and alterations in strategy
First 100 Days Action Plan	• Create an action plan for the Client that details the recommended messaging for the first 100 Days. • Outline suggested policy positioning based on AXA's priorities. • Map tactical activations against a six-month calendar.
Strategic Outreach & Education	• Leverage the messaging, foundational research, and map, to schedule and support a series of meetings in the US. • Conduct outreach and scheduling for these meetings. • Develop a calendar and recommended cadence of calls or meetings to facilitate personal, one-on-one conversations on the topic of the day. • Provide a briefing memo prior to each call or meeting.

Any items not contemplated above will be considered outside the Scope of Services. If Client expands the Scope of Services, the amount required to perform the additional services will be agreed upon and an Addendum will be attached to the current Statement of Work.

Budget

Professional Fees:	**$141,000**
Internal Expenses (6%):	**$8,460**
Estimated Expenses: *(includes 10% markup on 3rd party expenses)*	**$As Incurred**
Total:	**$149,460 plus expenses as incurred**

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Client authorizes Edelman to bill up to ten percent (10%) over the estimated expense amounts in the above Budget without seeking further approval. If staff expenses are anticipated to exceed ten percent (10%) over the estimated amounts, Edelman will issue an addendum to the current SOW for Client approval.

TERMS

Fee Billing. Edelman shall invoice Client in accordance to the payment schedule set forth below. Fees are based on the Scope of Services above and not based on actual hours. As such, Edelman shall not be obligated to provide Client with hourly billing detail.

Expense Billing. Edelman shall invoice Client the actual out-of-pocket expense amount(s) at the end of the month on an as-incurred basis. Actual expenses may vary from any estimated amounts provided in the Budget section.

Invoices. Edelman will render invoices to include professional services in one lump sum and expenses by category. Documentation for out-of-pocket expenses will be available upon request. Payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices shall be addressed to:

Name: Company Name: Address:	Ulrike Decoene Group Head of Communication, Brand and Corporate Responsibility AXA 25 Avenue Matignon 75008 Paris, France ulrike.decoene@axa.com

RETAINER BILLING SCHEDULE

ESTIMATED INVOICE DATE (mm/dd/yyyy)	AMOUNT $
01/21/2021	$24,910
02/01/2021	$24,910
03/01/2021	$24,910
04/01/2021	$24,910
05/01/2021	$24,910
06/01/2021	$24,910
	$149,460.00*

**includes 6% internal expense charge*

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Amendment No 1
Select Customer Entity
To Indicate Name of the Amended Contract
Select SCM Ref.

Appendix B - Data Protection Addendum

SECTION 1 Purpose

This Addendum supplements the Agreement with respect to the parties' Processing of Personal Data and compliance with Data Protection Law. This is not intended to modify the terms of the Agreement, but shall take precedent with respect to matters involving the Processing of Personal Data.
For the performance of the Agreement, it is understood Edelman, where it accesses, receives and/or processes Personal Data from Client (or from another AXA Company or a third party related to an AXA Company), shall act as Data Processor on behalf of Client, acting as Data Controller.
Further, Client, where it accesses, receives and/or processes Personal Data of Edelman employees, shall act as Data Processor on behalf of Client, acting as Data Controller.

SECTION 2 Definitions

Capitalized terms used but not defined have the meaning given in the Agreement.

"Client Personal Data" means Personal Data received from or on behalf of the Client in connection with the performance of the Services.

"Data Protection Law" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, as applicable to Client or Edelman, relating to data security, data protection and/or privacy, including, without limitation, the California Consumer Protection Act (provided that Edelman communicated to Client all diligences to undertake), Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("GDPR"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance binding on Client or Edelman, as amended, extended, repealed and replaced, or re-enacted from time to time.

"Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person under applicable Data Protection Law.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to Personal Data, whether transmitted, stored, or otherwise Processed.

"Data Controller" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data.

"Data Processor" means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the Data Controller.

"Processing" means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "Process" and "Processed" will have equivalent meanings.

SECTION 3 Data Protection Requirements

(1) Client, in its capacity as a Data Controller, shall:
(i) Ensure that it has the lawful right to authorize Edelman to process Client Personal Data as contractually agreed or as instructed by the Client;

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(ii) Comply with Data Protection Law in connection with the Processing of Client Personal Data;

(iii) Ensure all instructions given by it to Edelman with respect to the Processing of Client Personal Data are compliant with Data Protection Law;

(iv) Be solely responsible for assessing the admissibility of the Processing requested by it and for the rights of affected parties;

(v) Document all orders, partial orders or instructions provided to Edelman. In urgent cases, instructions may be given verbally, provided Client promptly confirms and documents the instructions;

(vi) Immediately notify Edelman of any errors or irregularities found when reviewing the results of the processing;

(vii) Be responsible for ensuring that any subprocessors of Client Personal Data selected by Client comply fully with Data Protection Law; and

(viii) To the extent Client receives Personal Data of Edelman employees pursuant to the Agreement, Client will process such Personal Data in compliance with Edelman's instructions and Data Protection Law.

(2) Edelman, in its capacity as a Data Processor to Client, shall:

(i) Process Client Personal Data pursuant to the Agreement only on documented instructions from Client, including with regard to transfers of Personal Data outside a country that has been considered by the European Commission as providing an adequate level of protection, unless required to do otherwise by European Union or Member State law to which Edelman is subject. In such case, Edelman will inform Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. In any case, the Parties shall sign the EU Standard Contractual Clauses as attached in Appendix 2 before any such transfer;
IN THE EVENT THAT THE EUROPEAN COMMISSION OR THE DATA PROTECTION EUROPEAN AUTHORITIES, IN PARTICULAR, THE FRENCH CNIL WOULD RELEASE NEW GUIDANCES (INCLUDING NEW VERSION OF STANDARD CONTRACTUAL CLAUSES) ABOUT THE TRANSFER OF PERSONAL DATA OUTSIDE THE EUROPEAN UNION, THE PARTIES AGREE TO RENEGOCIATE THE NECESSARY AMENDMENT TO THIS SCHEDULE TO COMPLY WITH THE RECOMMENDATIONS THAT WOULD BE RELEASED.

IN THE EVENT AND TO THE EXTENT REQUIRED BY APPLICABLE LAW, CLIENT WILL BE ABLE TO REQUEST FROM EDELMAN THE LIMITATION OF PERSONAL DATA PROCESSING RELATED TO EUROPEAN DATA SUBJECTS WITHIN THE EUROPEAN UNION, EXCLUDING ANY TRANSFER OF PERSONAL DATA OUTSIDE THE EUROPEAN UNION OR, IF THE PARTIES, CANNOT, AFTER GOOD FAITH NEGOTIATION, REACH AN APPROPRIATE RESOLUTION, TO TERMINATE THE AGREEMENT.

(ii) Ensure that subprocessors authorized by Edelman to Process Client Personal Data (except to the extent a subprocessor has been selected by Client) agree to comply with all the obligations contained in this Appendix and Data Protection Law.
Not engage a subprocessor to perform the Services governed by the Agreement without prior written authorization of Client.

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(iii) -make available to Client a list of the subprocessors involved in the processing of Client Personal data in the description table hereinafter. Edelman shall inform Client of any intended changes concerning the addition or replacement of any sub-processor, thereby giving Client the opportunity to object such changes. Edelman shall not be responsible for the actions of subprocessors Client has selected and instructed Edelman to utilize with respect to the Processing of Client Personal Data. Because processors have a direct link with subprocessors, Edelman shall establish, through a specific agreement with subprocessors, appropriate data privacy clauses including the requirements of Client;Take all measures required by Data Protection Law relating to data security, including but not limited to adequate information security measures in accordance with Data Protection Law;

(iv) Taking into account the nature of the Processing, assist Client by appropriate technical and organizational measures, insofar as this is reasonably possible, for the fulfillment of Client's obligation to respond to requests for exercising the Data Subjects' rights stated in Data Protection Law with respect to Client Personal Data; When the Data Subject Rights are requested directly to Edelman by the Data Subject, Edelman shall transfer these requests upon receipt, by e-mail to Client, at the following address: privacy@axa.com.

(v) Reasonably assist Client in ensuring compliance with data security, Personal Data Breach obligations and data protection impact assessments, and engaging in other matters, pursuant to and as required by Data Protection Law with respect to Client Personal Data. In particular, Edelman shall notify the Client without undue delay and no later than forty-eight (48) hours after becoming aware of any Personal Data Breach in respect of Client Personal Data;

(vi) maintain records of all of its Processing activities hereunder and make available to the Client such information in its possession or control as is reasonably necessary to demonstrate its compliance with this Exhibit and Data Protection Law;

(vii) Promptly delete or return all the Personal Data to Client that Edelman has Processed solely for Client pursuant to the Agreement, after the end of the provision of Services relating to Processing and at any other time upon the written request of Client, and delete existing copies unless European Union or Member State law requires storage of Personal Data;

(viii) promptly inform Client if, in its opinion, an instruction from Client is inconsistent with Data Protection Law in which case Edelman shall be entitled to suspend providing the relevant Services until the parties have agreed upon amended instructions which are not inconsistent with Data Protection Law.

(ix) be solely liable for the damage caused by its processing activities, when it has: (1) not complied with Data Protection Law in a manner that does not result from the actions or inaction of Client; dependent of and that failure does not result from, or (2) acted contrary to lawful instructions of Client.
Edelman shall reimburse Client for all damages, cost or charge, without prejudice to any remedies and shall defend, hold harmless and indemnify Client from any third-party claims to the extent arising out of Edelman's or its agent (including Sub-Processors)'s failure to comply with the privacy and security provisions in this Appendix.

(3) To the extent that Edelman Processes Personal Data pursuant to the Agreement in the capacity of a Data Controller, it will comply with Data Protection Law and the requirements of subsection (1) above.

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(4) To the extent that Client receives Personal Data from Edelman (e.g., Personal Data of Edelman employees, media contact or suppliers) pursuant to the Agreement, Client will Process such Personal Data in accordance with Data Protection Law and Edelman's instructions from time to time.

(5)

The table(s) below shall be filled-in and duplicated for each Processing activity of Client Personal Data undertaken by the Processor and shall be attached to the Agreement.

The table below acts as written instructions from the Client for the Processing of Client Personal Data by Edelman. Edelman undertakes to only process Client Personal Data according to these instructions, and only on behalf of the Client. All localizations, and Sub-Processors, listed in the table hereafter, shall be considered as authorized by Client.

Purpose 1 of the Processing *(i.e. Scoring, Recruitment management through a Software hosted & provided by XXX, Penetration Test carried out by XXX, etc.)*	The purposes of the Processing of Client Personal Data correspond to the Services provided by Edelman and defined in the Agreement
Nature of the Processing *(i.e. Hosting data, sorting data, disclosure of data, etc.)*	Use and collection
Type of processed Personal Data *(i.e. First name, last name, email, IP address, ID, account number, health data, biometrics, salary, family situation, etc.)*	The only categories of processed Personal Data are those related to the execution of the Services.
Categories of Data Subjects *(i.e. AXA's employees & external consultants, AXA's customers, etc.)*	The only categories of concerned persons are those related to the execution of the Services.
Location of Data Processing *(i.e. datacenter loc:ated in XXX, branch located in XXX, etc. This includes every country inside or outside the EEA)*	The location of the processing depends on the Services provided
Global duration of the Data Processing Activity *(The Provider can carry out the Data Processing Activity during the agreement term + a determined duration)*	Duration of the Services
Individual Personal Data Retention Period *Duration of Personal Data Processing per Data Subject from Collection to Deletion (i.e. 5 years from the departure of the employee, 3 months after the deletion of the person's account)*	Duration of the Services
Sub-Processors list (including affiliates within the same Group) *(i.e. Name, Localization and registered number)*	**Legal name** — ***Microsoft Corp*** **Primary address** — *Redmond, Washington, USA* **Location of processing** — *Global – Edelman and its affiliates use Microsoft cloud services worldwide* **Transfer** — *Edelman uses Microsoft cloud*

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	services to transmit, process and store data
Sub-processor scope of involvement in the processing	*Enterprise Cloud Services (namely Microsoft Office 365) for our underlying infrastructure and applications (e.g. e-mail, Office applications, SharePoint and OneDrive)*
Link between SUPPLIER and sub-processor	*Sub-processor is a supplier of Edelman*

Legal name	***Veritas***
Primary address	*Mountain View, California, USA*
Location of processing	*Global – Edelman and its affiliates use Veritas cloud services worldwide*
Transfer	*Edelman uses Veritas Cloud Services to process and store archived email data*
Sub-processor scope of involvement in the processing	*Veritas Cloud Services eDiscovery Platform use by Compliance, Legal and Information Security for performing Digital Forensics, Investigations on e-mail.*
Link between SUPPLIER and sub-processor	*Sub-processor is a supplier of Edelman*

Legal name	***TeamViewer***

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Primary address	*Rio Vista Drive Largo, Florida, USA*
Location of processing	*Global – Edelman and its affiliates use TeamViewer cloud services worldwide*
Transfer	*Does not Apply*
Sub-processor scope of involvement in the processing	*TeamViewer cloud services for our Remote Desktop Access, Remote Support and Online meetings*
Link between SUPPLIER and sub-processor	*Sub-processor is a supplier of Edelman*

Legal name	***GAVS Tech***
Primary address	*Sholinganallur, Chennai, India*
Location of processing	*Global – Edelman and its affiliates use GAVS services worldwide*
Transfer	*Edelman uses GAVS services for operation and delivery of process for first level IT technical support and Security Operations Center (SOC) functions*
Sub-processor scope of involvement in the processing	*GAVS Services to monitoring Information Security Controls (e.g. monitoring phishing email and Malwares, performing and reviewing vulnerability scans results) and Remote Desktop support*
Link between SUPPLIER	*Sub-processor is a supplier of Edelman*

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and sub-processor	

Legal name	***Hitachi Consulting Corporation***
Primary address	*14643 Dallas Parkway Suite 800, Dallas, TX 75254 United States*
Location of processing	*Hitachi performs all development and support activity in Edelman controlled environment by VPN connection to Edelman.*
Transfer	*Does not apply*
Sub-processor scope of involvement in the processing	*Hitachi provide application maintenance and support for HR, Finance, Microsoft & BI*
Link between SUPPLIER and sub-processor	*Sub-processor is a supplier of Edelman*

The above integrated table shall be updated and included in the Agreement whenever any element of any Processing activity mentioned in the table above shall change. These modifications shall be agreed by Client and formalized by an amendment to the Agreement.

(6) Each party will notify the other party without delay upon becoming aware of a Personal Data Breach affecting the other party's Personal Data Processed pursuant to the Agreement.

(7) Where one party faces an actual or potential claim arising out of or related to violation of any Data Protection Law concerning the Services or Personal Data Processed hereunder, the other party will promptly provide all materials and information requested that is relevant to the defense of such claim and the underlying circumstances concerning the claim.

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(8) Each party agrees that to the extent the other party Processes the name, business telephone number, business cell 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 Client and Edelman, each party represents to the other party that it is authorized 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 instructs the other party to Process such Personal Data for such purposes.

(9) To the extent either party provides instructions to the other party to Process Personal Data, the party providing instructions represents and warrants that it has the appropriate authorization to permit the party receiving instructions to Process such data consistent with the instructions in accordance with Data Protection Law.

(10) Client acknowledges that Edelman uses cloud services as described in the table above to store and process data which may involve the transfer of Client Personal Data outside the country of origin of the data (e.g. outside of United Kingdom, European Economic Area (EEA) or the United States). The Client consents to this transfer of Client Personal Data provided it is effected through legally enforceable mechanism(s) for transfers of personal data as may be permitted under applicable Data Protection Law and consistent with mutually agreed data security standards.

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Appendix 2 : EU STANDARD CONTRACTUAL CLAUSES

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organization	AXA SA
Address	25 avenue Matignon, 75 008 Paris, France
Tel:	
Fax:	NA
Email:	privacy@axa.com
Registration No	Paris N°572 093 920

Other information needed to identify the organization:

AXA SA signs these EU Standard Contractual Clauses:

- On its own behalf as Data Controller;
- On behalf of AXA Entities pursuant to a power of attorney given to AXA SA to exercise all rights in relation to Data Transfer agreement to sign these Standard Contractual Clauses in their name and on their behalf.

Annex 3 will be updated by the Parties following the evolutions of the performance of the Agreement.

(the data exporter)

And

Name of the data importing organization	Daniel J. Edelman, Inc.
Address	1875 Eye Street NW, Washington D.C. 20006
Tel:	
Fax:	-
Email:	vik.tohan@edelman.com
Registration No	

(the data **importer**)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.
However, upon any EU Data Protection Change (as defined below), the parties may terminate the Clauses with notice to the other party and replace them with an alternative that enables the lawful transfer of personal data from the European Union (“EU”) to the countries where data importer is established and processes data exporter’s personal data. “EU Data Protection Change” means any change in applicable laws, rules or regulations (including any guidance by the Article 29 Working Party or a regulatory body or a ruling by the Court of Justice of the EU) that (a) results in the Clauses

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ceasing to be a means to ensure adequate safeguards for the purposes of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection or (b) promulgates an alternative to the Clauses.

The Parties may sign this Standard Contractual Clauses by using an electronic signature. In such case, the Parties agree that the electronic signature is governed by "Terms of use of the Electronic Signature Portal available prior to clicking on "sign" button and is equivalent of the handwritten signature on this Amendment. The Parties agree that the electronic signature expresses the consent for this Standard Contractual Clauses to be legally binding to the Parties and to serve as evidence on the same account as a hand-signed paper document.

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Amendment No 1
Select Customer Entity
To Indicate Name of the Amended Contract
Select SCM Ref.

Clause 1
Definitions

For the purposes of the Clauses:

(a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) '*the data exporter'* means the controller who transfers the personal data;

(c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) '*the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and

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obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

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(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii) any accidental or unauthorised access, and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees

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that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

   (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

   (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

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Amendment No 1
Select Customer Entity
To Indicate Name of the Amended Contract
Select SCM Ref.

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely France.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely France.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

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2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph

On behalf of the data exporter and the data exporters listed in Appendix 3 pursuant to powers of attorney:

Name (written out in full)	Mr. Thomas BUBERL
Position	Chief Executive Officer
Address	25 avenue Matignon, 75008 Paris, France
Other information necessary in order for the contract to be binding (if any)	_____
Signature	_____

Stamp of Organization

On behalf of the data importer: ……

Name (written out in full)	Sean Neary
Position	General Manager
Address	1875 Eye Street NW, Washington D.C. 20006
	_____
Other information necessary in order for the contract to be binding (if any)	_____
Signature	_____

Stamp of Organization:

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Amendment No 1
Select Customer Entity
To Indicate Name of the Amended Contract
Select SCM Ref.

Appendix 1 to the EU Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.
The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter
The data exporter is (please specify briefly your activities relevant to the transfer):
AXA SA

Data importer
The data importer is (please specify briefly activities relevant to the transfer):
Daniel J. Edelman, Inc.

Data subjects
The personal data transferred concern the following categories of data subjects (please specify):
The only categories of concerned persons are those related to the execution of the Services.

Categories of data
The personal data transferred concern the following categories of data (please specify):
The only categories of processed Personal Data are those related to the execution of the Services.

Special categories of data (if appropriate)
The personal data transferred concern the following special categories of data (please specify):
N/A

Processing operations
The personal data transferred will be subject to the following basic processing activities (please specify):
Use and collection

DATA EXPORTER:

Name (written out in full)	Mr. Thomas BUBERL
Position	Chief Executive Officer
Address	25 avenue Matignon, 75008 Paris, France
Other information necessary in order for the contract to be binding (if any)	_____
Signature	_____

Stamp of Organization

DATA IMPORTER:

Name (written out in full)	Sean Neary
Position	General Manager
Address	1875 Eye Street NW, Washington D.C. 20006
Other information necessary in order for the contract to be binding (if any)	_____
Signature	_____

Stamp of Organization:

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Amendment No 1
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Appendix 2 to the EU Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.
Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):
……
……
……
……

ILLUSTRATIVE INDEMNIFICATION CLAUSE (OPTIONAL)

Liability

The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

Indemnification is contingent upon:

(a) the data exporter promptly notifying the data importer of a claim; and

(b) the data importer being given the possibility to cooperate with the data exporter in the defense and settlement of the Claim.

On behalf of the data exporter:

Name (written out in full)	Mr. Thomas BUBERL
Position	Chief Executive Officer
Address	25 avenue Matignon, 75008 Paris, France
	_____
Other information necessary in order for the contract to be binding (if any)	_____
Signature	_____

Stamp of Organization

On behalf of the data importer: ……..

Name (written out in full)	Sean Neary
Position	General Manager
Address	1875 Eye Street NW, Washington D.C. 20006
	_____
Other information necessary in order for the contract to be binding (if any)	_____
Signature	_____

Stamp of Organization:

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