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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
111 North Canal Street, Suite 1100, Chicago, IL 60606

4. Name of Foreign Principal
DIGITALEUROPE

5. Address of Foreign Principal
Rue de la Science, 14
Brussels, Belgium
BELGIUM B-1040

6. Country/Region Represented
BELGIUM

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

b) Name and title of official with whom registrant engages

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

b) Aim, mission or objective of foreign political party

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.

DIGITALEUROPE is an international non-profit association who work to shape digital industry policy positions on relevant legislative matters and contribute to the development and implementation of relevant EU policies.

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).

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.

Digital Europe is an international non-profit organization whose membership represents over 36,000 businesses who operate and invest in Europe. It includes 97 corporations which are global leaders in their field of activity, as well as 40 national trade associations from across Europe.

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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
04/25/2022	Raquel daFonseca	/s/Raquel daFonseca

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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
DIGITALEUROPE

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? 04/19/2022

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

Raise awareness of DIGITALEUROPE'S digital policies among U.S. policymaker audiences through op-ed and media relations services for DIGITALEUROPE's upcoming U.S. visit on cybersecurity.

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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 opinion editorial development, media relations and placement support.

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.

Development of opinion editorial targeting U.S. based policymaker audiences and media relations on behalf of DIGITALEUROPE.

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.

Media outreach activities on 4-21-2022 and 4-22-2022.

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

Date	Contact	Method	Purpose
04/21/2022	Media contacts at CNN,NPR, Bloomberg and	Email	Media pitch for possible interview with Director of DIGITALEUROPE.
04/22/2022	NBC oped@nytimes.com	Email	Media pitch w/op-ed for consideration by Director of DIGITALEUROPE

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

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
04/25/2022	Raquel daFonseca	/s/Raquel daFonseca

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DIGITALEUROPE
STATEMENT OF WORK
Proactive Media Communications Support
April 19, 2022—May 15, 2022

Pursuant to the Agreement by and between DIGITALEUROPE ("Client") and Daniel J. Edelman, Inc., doing business as Edelman Global Advisory ("Edelman") dated April 19, 2022 ("Agreement"), this Statement of Work is incorporated into and subject to the terms and conditions of the Agreement. The parties agree to the below Scope of Services and financial terms:

SCOPE OF SERVICES

Overview

Edelman will provide editing, research, and placement support for an opinion editorial, and media relations support for 2-3 pitches for DIGITALEUROPE's upcoming Washington visit.

Objectives for the statement of work include: (1) raising awareness of DIGITALEUROPE's priority policies among U.S. policymaker audiences, (2) obtaining coverage for current areas where transcontinental collaboration is needed.

Deliverables/Milestones & Timeline

Program Element	Activities	Project Fee	Project Expenses
Editing and Research for Opinion Editorial	• Working from the draft copy, research, and key concepts determined by DIGITAL EUROPE to develop an opinion editorial targeting a U.S.-based policymaker audience • Pitching to 3-5 top outlets to target the desired audience	$5,645	As incurred
Media Engagement	• Core media list development and pitching outreach from Edelman Global Advisory to 5-6 outlets with DIGITALEUROPE's priority messages • Strategic counsel from EGA's team to identify the most relevant messages for the desired audience and maximum resonance	$5,155	As incurred

Note: Any media lists used for outreach and engagement purposes will be created by Edelman and will contain publicly available personal information (i.e., name, title, media outlet/organization, email, phone number). The lists will be shared with Client for informational use only. Client will not be contacting any media on the list. In addition, Edelman will remove any media/reporters who wish to opt-out of receiving notices from Edelman regard Client.

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.

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BUDGET

Professional Fees:	$10,800
Estimated Expenses:	**$As Incurred**
(includes 10% mark-up on 3rd party expenses)	
Total:	**$10,800 + expenses as incurred**

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 detailed by person and expenses by category. Documentation for out-of-pocket expenses will be available upon request. If applicable, sales tax, VAT, or other transactional taxes will be charged in addition to the budgeted amount and will appear as a separate line item at the bottom of the invoice. 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:**	Chris Ruff Communications Director DIGITALEUROPE
Address:	Rue de la Science, 14 B-1040 Brussels +32 2 609 53 10

Company Headquarters Information:

Company Name:	DIGITALEUROPE
Address:	Rue de la Science, 14 B-1040 Brussels +32 2 609 53 10

FIXED FEE BILLING SCHEDULE

ESTIMATED INVOICEDATE (m/dd/yyyy)	AMOUNT $
4/19/2022	$10,800*

**includes 6% internal expense charge*

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ACCEPTED AND AGREED TO ON THIS 19 DAY OF April, 2022.

DIGITALEUROPE

By: _____

Printed Name: CHRISTOPHER RUFF

Title: DIRECTOR FOR COMMUNICATIONS & POLITICAL OUTREACH.

DANIEL J. EDELMAN, INC.

By: _____

Printed Name: Anne D. MacDonald

Title: Managing Director, Political Risk

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LETTER OF AGREEMENT

For Edelman Use Only
GM:
Client Code:
Contract No(s):

April 19, 2022

Chris Ruff
Communications Director
DIGITALEUROPE
Rue de la Science, 14
B-1040 Brussels

Dear Chris:

This constitutes the master services agreement ("Agreement") between DIGITALEUROPE ("Client") and Daniel J. Edelman, Inc., doing business as Edelman, ("Edelman") for the provision of services as set forth herein. The parties agree as follows:

1. **Services.** Edelman shall perform those services ("Services") set forth in each statement of work ("SOW") executed by the parties, which is attached hereto as an Exhibit. If Client wants to expand the scope of the Services or wants additional services, Client and Edelman shall mutually agree upon the additional services to be performed and the amount required to perform the additional services and either amend the current SOW or execute a new SOW, as appropriate. Edelman shall bill Client and Client shall pay Edelman for such additional services in accordance with the terms of this Agreement and SOWs.

2. **Compensation.**

2.1. **Budget.** The total projected fees, expenses, and payment schedule for the Services ("Budget"), if determined, are set forth in each SOW. The Budget pertains to Services only as set forth in the SOW and is only for Services rendered by Edelman's **Washington D.C.** office, unless specifically provided otherwise herein. If Client expands the scope of the Services or wants additional services, the amount required to perform the additional services shall be determined and the Budget in the SOW will be either amended or a new SOW will be executed, as appropriate. If any activities entail services of other Edelman offices, divisions or affiliates, Client will pay for such services at Edelman's then current time and material rates customary for such office location, practice and title. Edelman, with prior notice to Client, may in its sole discretion amend its then current billing rates.

2.2. **Expenses.**

(a) Third-Party Expenses. Client shall reimburse Edelman for all out-of-pocket, third-party vendor expenses incurred by Edelman in performing the Services. Such expenses include, but are not limited to, research services, media monitoring/clipping, production costs, and conferencing charges. Client shall pay a ten percent (10%) service charge on all such expenses incurred and paid by Edelman. Client may avoid the service charge by paying vendors directly. For any individual expense equal to or greater than US$5,000, Client shall be required to prepay Edelman or directly pay vendors.

(b) Travel and Additional Expenses. Client shall reimburse Edelman monthly for all travel and/or entertainment related expenses incurred by Edelman or its employees in performing the Services, including, but not limited to, air travel, ground transportation, lodging, meals, tips and wireless internet and long distance telephone calls, cellular phones, messengers, and overnight delivery. Such expenses are not subject to the 10% service charge.

(c) Taxes. Edelman may charge and invoice Client, and Client shall pay, any applicable transaction taxes, including, without limitation, sales, use, value added, general services, or any other similar transaction taxes imposed by any government or taxation authority, as a result of Edelman's performance of the Services regardless of when payment for Services was made, unless Client provides

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Edelman with a valid exemption certificate 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. Within a reasonable timeframe 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 taxes based solely on Edelman's income.

(d) Technology Fee. Client shall 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.

(e) Legal Services: The costs of Edelman's outside legal services incurred to approve copy, deal with regulatory issues, arrange spokespersons, negotiate terms with vendors and suppliers engaged on behalf of Client, and other matters dealing with the provision of services will be billable to Client as a third party expense. Edelman shall provide for Client's prior approval, an estimate of legal expenses to be incurred.

2.3. Payment. Except as otherwise provided herein, payments for the fees and expenses described in this Section 2 and any SOWs are due and owing to Edelman on the invoice dates; provided, however, that such payments shall not be deemed late if received by Edelman within thirty (30) days of such invoice dates. If payment is not received by Edelman within such period, Edelman may assess and Client agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate. If Client is more than thirty (30) days late in paying any invoice, Edelman may, in its sole discretion, cease performing Services until Client had paid all outstanding invoices. Edelman's failure to issue an invoice in a timely manner will not relieve Client of Client's obligation to pay the amounts due pursuant to such invoice, but will postpone the due date accordingly. Restrictive endorsements or other statements on checks accepted by Edelman shall be of no force or effect. To the extent that Client disputes any invoice, Client must provide Edelman written notice of such dispute within thirty (30) days of the invoice date, or Client shall waive any claim with respect to such invoice.

2.4. International Services. All amounts due under this Agreement shall be billed and paid in US dollars. 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 next monthly invoice or render a separate invoice.

3. Indemnification.

3.1 Client represents and warrants that the materials and information it provides to Edelman are accurate and complete 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. 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 prepared or provided by Client, that Client directed Edelman to use or that were approved by Client (ii) product liability or death, 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.

3.2 Edelman shall defend, indemnify and hold Client harmless from and against any Claims that arise out of, or relate to Edelman's gross negligence or willful misconduct in performing the Services under this Agreement.

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3.3 The indemnifying party's obligations under this Agreement are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defense and settlement of a Claim (provided that the indemnifying party may not settle any Claim in a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defense thereof with counsel of its choosing at its own expense.

3.4 In addition, in matters in which Edelman is not an adverse party, Client shall pay or reimburse Edelman for all reasonable staff time, 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.

3.5 This Section shall survive termination or expiration of this Agreement.

4. Term. This Agreement shall commence effective as of **April 15, 2022** and shall continue for one (1) year. This Agreement shall automatically renew for subsequent one-year terms unless terminated by either party as provided herein.

5. Termination. Either party may terminate this Agreement or a particular SOW for any reason by providing the other party with not less than sixty (60) days' written notice. In addition, either party may terminate this Agreement upon ten (10) days' written notice to the other party in the event of a material breach of this Agreement (including non-payment of any invoice), if such breach is not corrected by the other party within the ten-day period. Either party may immediately terminate this Agreement if the other becomes insolvent; is unable to pay its debts as they mature; is the subject of a petition in bankruptcy or of any other proceeding under bankruptcy, insolvency or similar laws; makes an assignment for the benefit of creditors, or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated. The respective rights and duties of the parties shall continue in full force and effect during the notice period. Upon expiration or termination of this Agreement, Client shall pay Edelman fees through the termination date and reimburse Edelman for expenses incurred through the termination date. In addition, Client shall either assume liability or pay Edelman for non-cancelable expenses committed to be incurred prior to the termination date. This Section shall survive termination or expiration of this Agreement.

If the term set forth in an SOW extends beyond the expiration or termination date of this Agreement, the terms of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration.

6. Limitation of Liability. EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EDELMAN 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. This Section shall survive termination or expiration of this Agreement.

7. Confidentiality. Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. 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 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 shall have

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the right to utilize any publicly available work product to demonstrate examples of Edelman's work and in order to seek industry awards for Edelman's work.

8. Intellectual Property. Unless specifically provided for in the SOW and 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 in this Agreement shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.

Conditioned upon payment in full of all amounts due and owing Edelman with respect to the Services, Edelman will assign all of its right, title and interest, including all of its copyright and trademark rights, in the materials Edelman creates in connection with such Services; provided, however, that Client shall obtain no ownership interest in (i) third party materials, including without limitation, stock photography, (ii) materials prepared by Edelman prior to or outside the scope of this Agreement, even if customized for Client, and (iii) materials Edelman considers proprietary, including but not limited to, media lists, certain media training guides, influencer lists, data bases, materials and proposals Edelman submits to Client that Client does not engage Edelman to implement. Upon Client's request, and at Client's expense, Edelman shall use reasonable efforts to obtain from any third party any and all assignments and releases necessary to grant Client the rights of such third party. This Section shall survive termination or expiration of this Agreement.

9. Non-Solicitation of Employees. During the term of this Agreement and for one (1) year after its termination, Client will not, without the written consent of Edelman, knowingly solicit (either directly or indirectly) any Edelman employee with whom Client came into contact during the performance of this Agreement, for the purpose of engaging such employee as an employee, consultant, agent or other independent contractor. In the event Client does so solicit and employ or engage any person so employed by Edelman, Client shall pay Edelman a fee equal to the total amount of such employee's annual cash and non-cash compensation as a reimbursement to Edelman of its recruitment and training costs. This Section shall survive termination or expiration of this Agreement.

10. Choice of Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Illinois, regardless of any conflict of law rules. Client hereby submits to the exclusive jurisdiction of the federal and state courts located in the State of Illinois. This Section shall survive termination or expiration of this Agreement.

11. Attorneys' Fees. In the event that any action or proceeding (including, without limitation, any alternative dispute resolution mechanism agreed to by the parties) is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. This section shall survive termination or expiration of this Agreement.

12. Assignment. Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party; provided, however, that Edelman may elect to engage subcontractors in connection with the performance of its Services hereunder.

13. Force Majeure. 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 the affected SOW.

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14. Notice. Except as otherwise provided herein, all notices that either party is required or may desire to give the other party hereunder shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, either postage prepaid, (iii) sent by prepaid overnight courier; or (iv) transmitted by e-mail, when received and opened. All such notices shall be addressed to each party as follows:

If to Edelman:	Anne MacDonald Daniel J. Edelman, Inc. 1875 Eye Street NW, Washington D.C. 20006 E-mail: anne.macdonald@edelmanega.com
With a copy to:	Office of the General Counsel Daniel J. Edelman, Inc. 200 East Randolph Drive Chicago, IL 60601 E-mail: shan.bhati@edelman.com or peter.petros@edelman.com
If to Client:	Chris Ruff Communications Director DIGITALEUROPE Rue de la Science, 14 B-1040 Brussels Chris.ruff@digitaleurope.org

15. Section Headings. Section headings contained herein are solely for convenience and are not in any sense to be given weight in the construction of this Agreement.

16. Counterparts. This Agreement and any SOW hereunder may be executed in two or more Counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.

17. Compliance with Laws. Client shall comply with, and be in compliance with, all applicable federal, state and municipal statutes, laws, ordinances and regulations, including, without limitation, those relating to privacy, security, environment, Occupational Safety and Health Administration, labor standards, and any required permits, licenses and certifications. In compliance with data privacy and security laws, the parties agree to, among other things, comply with the provisions of Appendix 1.

18. Survival. The respective rights and obligations of the parties set forth in this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

19. Entire Agreement. This Agreement, along with any and all SOWs, exhibits and attachments, constitutes a single agreement, as well as the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties, whether written or oral, with respect to the subject matter hereof, and may be modified or amended only by a writing signed by the party to be charged.

20. Order of Precedence. Any preprinted terms and conditions of the parties' business forms shall be without legal effect with respect to this Agreement or any SOWs.

Your signature below confirms that you, as an authorized representative of Client, enter into this Agreement on behalf of Client.

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Sincerely, Daniel J. Edelman, Inc.

ACCEPTED AND AGREED TO ON THIS 19 DAY OF April, 2022.

DIGITAL EUROPE

By: _____

Printed Name: CHRIS RUFF

Title: DIRECTOR FOR COMMUNICATIONS & POLITICAL OUTREACH.

DANIEL J. EDELMAN, INC.

By: _____

Printed Name: Anne D. MacDonald

Title: Managing Director, Political Risk

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Appendix 1 - 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.

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, 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;
- (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;

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(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 to a third country, an international organization, 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;

(ii) Ensure that persons authorized by Edelman to Process Client Personal Data (except to the extent a subprocessor has been selected by Client) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. 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;

(iii) 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;

(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 on 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) upon notice from Client, 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 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.

(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 subject matter of the Processing, including the nature, purposes and duration of Processing operations to be carried out and the categories of data subjects and types of Personal Data to be Processed, will be described in a SOW or other written agreement signed by the parties' authorized representatives, or documented instructions from the instructing party, each of which forms an integral part of 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.

(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) In the event and to the extent Processing instructions issued by Client make performance of the Agreement commercially unreasonable, Edelman shall advise Client and the parties will negotiate in good faith an amicable resolution of same. On resolution, the Processing instructions will take effect. Absent an amicable resolution, Edelman shall be entitled to terminate the Agreement for cause. Client shall reimburse Edelman for additional expenses reasonably incurred as a result of complying with Client's requests and/or instructions hereunder.

(11) The Client acknowledges that Edelman uses cloud services 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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