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OMB No. 1124-0006; Expires October 31, 2026

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
Brunswick Group LLC

2. Registration Number
6826

3. Primary Address of Registrant
1114 Avenue of the Americas, 24th Floor, New York, NY 10036

4. Name of Foreign Principal
University College of London

5. Address of Foreign Principal
University College of London, Gower Street
London
UNITED KINGDOM WC1E 6BT

6. Country/Region Represented
UNITED KINGDOM

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)* University
- ☐ 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(s) 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(s) 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.

The University College of London is a multidisciplinary university founded in 1826 in London. UCL East is a founding member of East Bank, a cultural quarter located in the Queen Elizabeth Olympic Park.

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).

Item 10(b) Financed: The University College of London is an exempt charity in accordance with the Charities Act of 2006. The Charity is exempt from regulation by the Charity Commission, but has as its principal regulator the Higher Education Funding Council for England. The University College of London is a public institution that receives UK Government funding.

Item 10(b) Subsidized: The University College of London is an exempt charity in accordance with the Charities Act of 2006. The Charity is exempt from regulation by the Charity Commission, but has as its principal regulator the Higher Education Funding Council for England. The University College of London is a public institution that receives UK Government funding.

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.

The University College of London is an exempt charity in accordance with the Charities Act of 2006. The Charity is exempt from regulation by the Charity Commission, but has as its principal regulator the Higher Education Funding Council for England.

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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
10/09/2024	Kavitha Reddy	Sign	/s/Kavitha Reddy
		Sign	
		Sign	
		Sign	

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EXECUTION

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Date	Printed Name	Signature
Sept. 17, 2024	Kavitha Reddy	Kavitha Reddy

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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
Brunswick Group LLC	6826

3. Name of Foreign Principal

University College of London

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? 08/29/2024

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

Brunswick has been engaged by the University College of London to provide communications support aimed at raising the profile of East Bank with key stakeholders and audiences both nationally and internationally. Brunswick will provide East Bank partners and directors with strategic advice, including a communications plan.

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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.

Brunswick has been engaged by the University College of London to provide communications support aimed at raising the profile of East Bank with key stakeholders and audiences both nationally and internationally. Brunswick will provide East Bank partners and directors with strategic advice, including a communications plan.

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.

Preparation of informational materials, including press kits, emails and conversations with certain members of the press, in order to support East Bank and the partner institutions within the development. This may include outreach to the U.S. media.

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.

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

Date	Contact	Method	Purpose

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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, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

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

Date	Recipient	Purpose	Amount/Thing of Value

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
10/09/2024	Kavitha Reddy	Sign	/s/Kavitha Reddy
		Sign	
		Sign	
		Sign	

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EXECUTION

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Date	Printed Name	Signature
Sept. 17, 2024	Kavitha Reddy	Kavitha Reddy

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Engagement Letter No: 1

BRUNSWICK ARTS

Jane Bolger
Head of Communications
University College London | UCL East Campus
UCL East, Marshgate, Queen Elizabeth Olympic Park
E20 2AE

28 August 2024

Dear Jane,

Engagement Letter - East Bank: Communications & Strategy

Thank you for giving Brunswick the opportunity to provide communications support in connection with East Bank's communications strategy and execution (the "**Services**"). I am now writing to clarify how we would work with you in this regard.

Services

Brunswick will provide East Bank partners and director with strategic advice and will continue to work proactively to deliver media relations for the collaboration across the period of the contract. The Services shall include the following:

- Overarching communications plan, acknowledging partners individual activity, with media targets for East Bank as a whole
- Implementation of plan, positioning East Bank as a destination on QEOP, highlighting its role in the success of the Olympic Legacy, and communicating its scale, impact to date, public offer and ambition for the future
- Liaise with partners and key stakeholders to ensure communications is streamlined, and avoid clashes
- Ongoing advisory for East Bank director, with recommendations for media activity and networking

The Services are more fully described in Schedule A of this Engagement Letter. Where Services are not specifically included in this Engagement Letter then these are deemed to be excluded. A non-exclusive list of services which do not form part of the Services is attached as Schedule B of this Engagement Letter.

Variation

If there is either:

- a material change in the level of support we are required to provide you within the existing scope of the Services; or
- a material change in the context within which the Services are provided; or
- you request us to provide services which are outside the original scope of Services,

Brunswick Group Advisory Limited
16 Lincoln's Inn Fields
London WC2A 3ED
United Kingdom
Telephone +44 20 7404 5959
www.brunswickgroup.com

Registered in England Number 13410347
Registered office as above

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we shall agree revised or additional fees with you (as the case may be) and capture this agreement in a letter of variation signed by both parties.

Commercial Terms

The Services shall be performed in accordance with the terms set out in this Engagement Letter, including all the Schedules attached to this Engagement Letter:

- Schedule A – Contract Details
- Schedule B – Excluded Services
- Schedule C - Terms and Conditions

Our fees for the Services shall be as set forth in Schedule A along with other commercial terms relevant to the performance of the Services.

Personnel

We have assembled the following dedicated team to perform the Services:

- Charlotte Sidwell, Director
- Sidje N'Choh, Executive
- Eleanor Flanagan, Trainee Executive

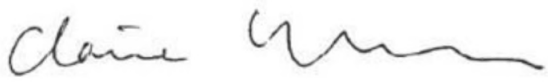
Full bios available on request.

Conclusion

Please confirm your acceptance of this Engagement Letter by signing and returning a copy of this enclosed letter to us as soon as reasonably practicable.

Please do not hesitate to contact me on 07980727296 if you would like to discuss this further.

Yours sincerely,



Claire Walsh
Partner

We hereby agree to the terms of this letter

For and on behalf of **UCL**

Signature: 

Name: Jane Bolger

Title: Head of Communications, UCL East

Date: 29.08.24

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Schedule A – Contract Details

Engagement Letter Number	1
Client	UCL
Brunswick	Brunswick Group Advisory Limited, a company incorporated in England with registered number 13410347 whose registered office is at 16 Lincoln's Inn Fields, London, United Kingdom, WC2A 3ED
Type of Services	Project
Commencement Date	1st July 2024
Term	12 months from the Commencement Date
Description of Services	Working with East Bank Partners: • Each East Bank partner remains responsible for their own PR work and publicity – for their programme, and for key milestones. • Brunswick will work to ensure that each of these partner-led campaigns is bolstered and complemented by well-planned coverage that tells the overall story of East Bank – both as an established, creative collaboration between major institutions and as a new public destination within Queen Elizabeth Olympic Park. • Ensure the partners have the support and messaging that they need to position East Bank consistency and prominently in the campaigns that they lead. • With the support of the East Bank partners, work closely with the Park's team to help facilitate an appropriate presence for East Bank's within QEOP content. • Work with the group to manage risk and to advise on the optimum timing of coverage to maintain positive sentiment towards East Bank. Deliverables • Overarching PR plan and activation that targets agreed categories of media, and highlights the moments & events to engage press – coordinated so that coverage resulting from this work avoids conflict with the PR plans of each partner. • Timeline of East Bank activity – rolling document • Reporting on media outreach, leads and feedback

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	• Attendance at all key partner meetings, including the 'core group' of senior communicators and the marketing and communications working group. • East Bank media toolkit/press pack – ensuring this is updated monthly, with relevant case studies, spokespeople, messaging etc.
Brunswick Relationship Manager	Name: Charlotte Sidwell Title: Director Email: csidwell@brunswickgroup.com Telephone: 07980727296
Fees (total and structure)	**Total: £63,000** 1. **Quarterly Invoicing to Client:** ○ £53,000 will be split into four equal amounts of £13,250 each, to be invoiced quarterly to the Client, commencing on 1st July 2024. 2. **Invoicing to London Legacy Development Corporation (LLDC):** ○ £10,000 will be invoiced to LLDC. ○ The Client will ensure that LLDC pays the £10,000 in accordance with the Client's payment terms. Fees exclude VAT and expenses.
Expense reimbursement policy	All out-of-pocket expenses and disbursements properly incurred in connection of the provision of the Services to be reimbursed at cost plus the expenses administrative mark-up
Expenses administrative mark-up	17.65%
Brunswick Bank Account Details for receipt of payment	[redacted]
Invoicing Details for Client	Jane Bolger Head of Communications, UCL East campus j.bolger@ucl.ac.uk Direct line: +44 (0) 20 3108 9040 Mobile: +44 (0)7713 261 477
Brunswick Details for receipt of legal notices (if different from Relationship Manager)	Legal notices shall be sent to the Brunswick Relationship Manager, with a copy to: Legal Department Address: 16 Lincoln's Inn Fields, London, United Kingdom, WC2A 3ED

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	Email: Legal@Brunswickgroup.com
Client Representative	Jane Bolger Head of Communications, UCL East campus j.bolger@ucl.ac.uk Direct line: +44 (0) 20 3108 9040 Mobile: +44 (0)7713 261 477
Termination without cause notice period	3 months
Governing law	The Laws of England
Jurisdiction	The English Courts
Additional Terms	1. As part of Brunswick Group we are on occasion able to make relevant introductions to companies we know engage in the arts, or that align their brand with activity and audiences in the cultural sector. If any introduction made through our work led to a financial sponsorship of your organisation, Brunswick Arts would take 10% of any partnership deal under £150,000, and an additional 15% of any figure over this. 2. Due to licensing restrictions, Brunswick Arts will no longer provide full text content to clients, whether that be delivered by electronic means or derived from scans of hard copy publications.
Additional Terms regarding the Foreign Agents Registration Act (FARA)	The Foreign Agents Registration Act (FARA) is a 1938 U.S. law requiring certain disclosures when one represents a foreign principal. A foreign principal is any foreign person, company or entity that is registered under the laws of a foreign government or principally based there. While some exceptions apply (practice of law, representation for purely commercial purposes, fine arts, humanitarian aid, etc.), generally, registration is required where the client is a foreign government (or government agency), or where the client is a company or entity that is funded, controlled or operated by a foreign government, and where the work entails engagement or outreach to any U.S. media or segment of the population (including tourism promotion). UCL understands and accepts that Brunswick may register under FARA for its work on this project and understands that such registration may make certain details (scope, fee, contact details, copy of engagement letter, etc.) publicly available.

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Schedule B

Excluded Services

(Unless explicitly referred to under the Description of Services in Schedule A)

1. Acquisitions and divestments
2. Defence projects
3. Corporate communication programmes
4. Crisis management including unplanned board changes
5. Internal communication programmes
6. Investor Relations: Buy-side projects including
    - buy-side audit
    - roadshow support
7. Product launches and associated marketing activity
8. Public affairs
9. Secondments
10. Financial calendar announcements and scheduled trading updates
11. CEO appointments
12. Events management (other than connected to Brunswick related East Bank events)
13. Opinion/perception research
14. Liaison with other agencies
15. Monitoring and market intelligence including parliamentary, regulatory and political monitoring
16. Political contact programme
17. Working with think tanks and NGOs
18. Additional territories outside the UK
19. Media training
20. Presentation training
21. Speech writing
22. Production of written material
23. Sponsorship
24. Advertising copy and advice
25. Measurement and evaluation (media evaluation)
26. CSR

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Schedule C
Terms and Conditions

PARTIES

Brunswick Group Advisory Limited, a company incorporated in England with registered number 13410347 whose registered offices at 16 Lincoln's Inn Fields, London, United Kingdom, WC2A 3ED (**"Brunswick"**); and

University College London, a company incorporated by Royal Charter (number RC 000631) whose registered offices at [PLEASE INSERT] ("**Client**")

These Terms and Conditions (the **"Terms"**) apply to the provision of services (**"Services"**) by Brunswick to the Client or an Affiliate of the Client as identified in any relevant letter of engagement (each, an **"Engagement Letter"**). Each Engagement Letter shall be deemed to have incorporated these Terms and shall commence on the date as stated within such Engagement Letter or the date that Brunswick begins providing services to Client, whichever is first. Brunswick may perform Services for the Client or an Affiliate of the Client (as the case may be) either itself or through its Affiliates under an Engagement Letter. The Services are specifically described in the relevant Engagement Letter.

Brunswick and the Client are each described as a **"Party"** and together, the **"Parties."**

Capitalised words and phrases used but not defined in the context of these Terms shall have the following meanings or have the meanings given in the Engagement Letter.

"Affiliate" means, with respect to either party, any person or entity that directly or indirectly controls, is controlled by, or is under common control with that party. An entity that otherwise qualifies under this definition will be included within the meaning of "Affiliate" even though it qualifies after the execution of these Terms.

With respect to each Engagement Letter, these Terms and the relevant Engagement Letter and any amendments thereto shall together comprise the entire contract (the **"Contract"**) between the parties with respect to the subject matter of that Engagement Letter, and all other contracts or other documents are hereby specifically excluded, including, without limitation, any prior confidentiality or non-disclosure agreement entered into between the Parties.

The Parties shall be able to vary these Terms in the relevant Engagement Letter and in the event of any conflict between these Terms and the terms set out in the relevant Engagement Letter, the Engagement Letter shall prevail.

Headings in these terms are for ease of reference only and do not affect interpretation.

1 PERFORMANCE

1.1 **Standard of Performance** – Brunswick will perform the Services with reasonable skill and care and in a professional manner, consistent with the applicable standards in Brunswick's profession. Brunswick will use commercially reasonable efforts within its control to perform the Services in accordance with any timetable for performance set out in the Engagement Letter.

1.2 **Assistance** – The Client will promptly provide to Brunswick all information and materials in the Client's possession reasonably required to enable Brunswick to provide the Services in a timely manner or otherwise in accordance with prescribed deadlines as set out in the relevant Engagement Letter. The Client will promptly liaise with its own internal stakeholders and any applicable third parties in order to assist Brunswick in meeting any prescribed deadlines set out in the relevant Engagement Letter.

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1.3 **Accuracy of Information** – The Client agrees that all information disclosed or to be disclosed to Brunswick, either directly by the Client or at the Client's direction, is, or will be, true, accurate and not misleading. The Client shall promptly inform Brunswick upon the discovery of any information that subsequently becomes untrue, inaccurate, or misleading.

1.4 **Consents** – Each Party represents and warrants to the other Party that it has and will maintain all necessary consents and authorizations which are required for its performance or authorization of obligations under these Terms and any Engagement Letter.

1.5 **Compliance** – Each Party represents and warrants to the other that it is in compliance with, and will comply with, all relevant laws and regulations as applicable to such Party in connection with the receipt or performance of the Services, as the case may be, pursuant to these Terms and any Engagement Letter.

1.6 **Hosting** – The Services may involve the management and maintenance of a website on behalf of the Client by Brunswick or an Affiliate (**"Hosting"**). If applicable, these Hosting services are provided based on separate terms and Terms of service, which shall apply to the relevant Engagement Letter and are incorporated here by reference (**"Hosting Terms"**). The Hosting Terms are available upon request.

2 OWNERSHIP AND USE OF DELIVERABLES AND IP

2.1 IP Definitions

(i) **"Background IP"** means: all materials or software developed or created by Brunswick prior to or independently of the performance of the Services or applicable to more than one Client. Brunswick will grant the Client a royalty-free, non-exclusive, non-transferable, worldwide license to use Background IP (excluding Third-Party IP) to the extent it is necessary for the use of the Deliverables and for the Client's own internal business use as outlined in the relevant Engagement Letter. The Client agrees not to provide any Background IP to any third party without Brunswick's prior written permission.

(ii) **"Third-Party IP"** means: any intellectual property rights not owned by Brunswick, including without limitation, music, photographs, graphics, artwork, web design tools, where such intellectual property has been incorporated into the Deliverables or are strictly necessary for Client's use of the Deliverables as set forth in the applicable Engagement Letter. To the extent any Third-Party IP (has been incorporated into the Deliverables, where practicable and after discussion with the Client, Brunswick will secure for the Client a royalty-free, non-exclusive, non-transferable, worldwide license to use such Third-Party IP. Brunswick will inform the Client where it has not been possible to secure such Third-Party IP on such terms. In certain circumstances it may be necessary for the Client to (1) enter into a license agreement directly for the use of such Third Party IP, or (2) pay the fees and perform the obligations under any license that Brunswick enters into on the Client's behalf. The Client's use of such Third-Party IP will in any case thereafter be subject to the terms of the license for use of such Third-Party IP, whether entered into by Brunswick or the Client directly. The Client is solely responsible for securing the necessary licenses for any Third-Party IP, which the Client sources and requests Brunswick to incorporate into the Deliverables. If requested by the Client, Brunswick may assist in negotiating such licenses for the Third-Party IP.

(iii) **"IP Rights"** means: all intellectual property rights which includes, without limitation, moral and financial rights in the following (without limitation): patents, inventions (whether patentable or not) trademarks, copyrights, service marks, brands, images (whether electronic or otherwise) logos, domain names, database rights, design rights and rights in know–how, trade secrets, business methods, processes, formulations, technical data and any other intellectual property rights or proprietary rights in each case, whether registered or

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unregistered and including applications for the grant of any such rights and any and all forms of protection having equivalent or similar effect anywhere in the world and any rights under licenses in relation to such rights.

(iv) "**Media Content"** means: Brunswick may provide the Client with content such as news articles or video clips ("Media Content") from external media and information providers. Brunswick will identify any Media Content it provides to the Client and will notify the Client if any Media Content comprises any part of the Deliverables. Brunswick, where permitted under its relevant supply agreements is authorized to share certain content specifically in connection with the Services and on a restricted basis, otherwise Client will need to secure its own license for the use of such Media Content. The individuals employed by or working on behalf of the Client to whom such Media Content is sent may not share this Media Content with, or transfer this Media Content to, any other individual employed or engaged by the Client or any third parties.

2.2 **Rights in Deliverables** – Brunswick hereby assigns all IP Rights in all final materials developed and designed by Brunswick specifically for the Client and delivered to the Client as a result of the performance of the Services (**"Deliverables"**) (as specified in the relevant Engagement Letter), except for any Background IP, Media Content, Client provided or sourced material, or Third-Party IP. Should Client seek to use any Deliverables in ways that have not been set forth in any relevant Engagement Letter, the Parties shall negotiate any reasonable additional payment(s) to Brunswick for the additional uses and Brunswick shall apprise Client of any restrictions or issues relating to Third-Party IP. Unless otherwise stated to the contrary in the Engagement Letter, Brunswick shall retain all IP Rights in any drafts, designs or other development work proposed to Client by Brunswick in connection with the performance of the Services but which do not relate to the production of the Deliverables.

2.3 **Use of Client Materials** – Brunswick will assert no rights of ownership in any information the Client provides to Brunswick in connection with the Services, but the Client will allow Brunswick to use and adapt such information as necessary to provide the Services. The Client hereby grants to Brunswick the right to use the Deliverables for its own internal knowhow and training purposes, subject always to the confidentiality obligations of these Terms.

Brunswick may disclose Client as a client in its credentials as specified in a related Engagement Letter. Brunswick may:

(i) include Client's logo in marketing materials;

(ii) subject to Client's prior written approval of its content, include a case study outlining the nature of the Services in its marketing materials and in connection with pitching and making proposals to other current and prospective clients; and

(iii) subject to Client's prior written approval, reproduce, publish, and display the Deliverables for the purposes of creative excellence or professional advancement and be credited with authorship of the Deliverables in connection with such uses and include a link to Client's website.

2.4 **Advisory Services** – Notwithstanding the above, where the Services consist of providing advice to the Client (oral or written), such advice is personal to the Client. Such advice may not be (except as otherwise provided for in the Engagement Letter as part of the Services):

(i) attributed to Brunswick;

(ii) disclosed to a third party;

(iii) relied on by such third party; or

(iv) cited in any public document or communication,

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without Brunswick's prior written consent. While such consent will not be unreasonably withheld by Brunswick, it may be subject to certain restrictions.

2.5 **Publication** – The Client is solely liable for the release and contents of any material (including, without limitation, a Client website where this forms part of the Deliverables), any public document or any other communication into the public domain (including without limitation, any Deliverables), notwithstanding the fact that Brunswick reserves the right to approve any such material containing its advice or citation prior to its publication. Unless otherwise stated to the contrary in the Engagement Letter, the Client shall be required to provide its approval or sign off to Brunswick prior to the issuance of any such content, the publication of any such document, release of Deliverables, or the issuance of any communication into the public domain. Where applicable, the precise details in respect of the form of any such approval or sign off will be included in the Engagement Letter.

2.6 **Third-Party Contracts** – Client's written approval or sign off in respect of elements of certain Services (including without limitation, cost estimates or quotations) will be deemed to provide Brunswick with the requisite authorization to enter into further contracts with third parties for the completion and/or publication of Deliverables as necessary.

2.7 **Correction** – If Client approves the presentation of Deliverables and thereafter requests changes to such presentation, Client shall pay any third-party costs arising from those changes.

3 FEES AND PAYMENT

3.1 **Fees** – The Fees are set out in the relevant Engagement Letter. An Engagement Letter may specify any applicable change in Fees as agreed upon by the Parties and/or a percentage rate by which any fixed fees shall be automatically increased following a twelve-month period or other period of time. Brunswick may from time to time change its fee structure; in the event it does so, it shall provide Client with written notice of such changes.

3.2 **Estimates** – In respect of certain Services, Brunswick will only be able to provide a good faith estimate of Fees or timing for the performance of the Services in the Engagement Letter. Under those circumstances, Brunswick will inform the Client as soon as practicable where it reasonably believes that the actual Fees will be in excess of those previously estimated or where a variation to the timeline as set out in the Engagement Letter will be required. The Parties will then agree and document any such variation. The Client will be liable to pay the full amount of the Fees and Expenses (as defined below) actually incurred.

3.3 **Expenses** – The Fees exclude all reasonable costs, expenses, disbursements, third-party license fees incurred in connection with Clause 3.1 and other charges properly incurred in the performance of the Services (**"Expenses"**) and are subject to a standard administration charge as set out in the Engagement Letter. Further clarification in respect of specific Expenses excluded from the Fees shall be provided in the relevant Engagement Letter.

3.4 **Taxes** – All Fees and Expenses exclude value-added, indirect or sales taxes, levies, customs, duties, and other taxes of a similar nature (**"Taxes"**). The Client will pay all such Taxes. Brunswick will be responsible for the payment of any taxes levied on its income or profits.

3.5 **Withholding** – Where the Fees or Expenses are paid subject to any deduction or withholding, Brunswick reserves the right to charge the Client an additional amount which will, after any deduction or withholding has been made, leave Brunswick with the same amount it would have received in the absence of any such deduction or withholding.

3.6 **Invoices** – Invoices will be issued periodically in advance as set out in each Engagement Letter. Unless otherwise stated in the Engagement Letter, all invoices are due for payment in full within thirty (30) days from the date of the invoice. If Client requires Brunswick to submit invoices

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through a payment system for which Brunswick is charged a fee, Brunswick reserves the right to include the amount of such fee in the invoices as part of the Expenses.

3.7 **Dispute** – Undisputed portions of an invoice will be paid in accordance with Clause 3.6 above. The Client shall promptly advise Brunswick if there is any dispute in relation to any invoice and the parties shall work in good faith to resolve such dispute within fifteen (15) days.

3.8 **Late and Non-Payment** – In the event of late payment, in addition to any other rights Brunswick reserves in these Terms, Brunswick reserves the right to (i) suspend the Services until payment is made in full and (ii) claim interest at the rate of 3% (three percent) per annum on any overdue amount. Should Brunswick use any third-party service or other means to collect payment due under this Contract, Client agrees to pay any such fees, including reasonable attorney's fees, associated with such collection.

3.9 **Exchange Rate** – Fees shall be paid in the currency stated in the Engagement Letter. Expenses shall be reimbursed in the currency in which they are submitted to the Client for reimbursement or as otherwise agreed to by the Parties.

3.10 **Payment of Fees by a Third Party** – Where arrangements are made for a party other than the Client to pay the Fees, Expenses or Taxes in connection with the Services, the Client shall remain liable for the payment of such Fees, Expenses or Taxes to the extent that such other party does not pay Brunswick in full.

4 TERM AND TERMINATION

4.1 **Term** – These Terms shall commence on the Effective Date and shall continue until terminated by either Party in accordance herewith. Termination of these Terms does not terminate any Engagement Letter, which shall continue and incorporate the terms of these Terms by reference.

4.2 **Termination Without Cause** – These Terms may be terminated by either Party without cause by giving to the other not less than the period of written notice as set out in the Engagement Letter. Where the Services comprise the provision of periodic advice and support, invoiced at a standard rate on a monthly or quaterly basis, the relevant Engagement Letter may be terminated by either Party without cause upon the requisite written notice as set out in the Engagement Letter.

4.3 **Termination for Cause** – Either Party may terminate these Terms and any or all Engagement Letter(s) on written notice with immediate effect if:

(i) the other Party commits a material breach of contract, which if capable of being remedied, is not remedied within thirty (30) days of a written request to remedy the same; or

(ii) if a receiver, liquidator or administrator or any similar official in any jurisdiction is appointed in respect of the other Party's business or if the other Party is or becomes insolvent or subject to any bankruptcy, winding up or reorganization proceedings.

Brunswick may decide to terminate these Terms or any Engagement Letter immediately if, in its reasonable opinion, the performance of the Services or its association with the Client may impact (i) its reputation or (ii) the safety of its people.

4.4 **Payment on Termination or Cancellation** – Upon termination of the Services or where the Client wishes to cancel or amend a portion of the Services without terminating the Engagement Letter in its entirety, Client shall pay Brunswick for (i) all Services provided up to the date of termination, (ii) any Expenses and (iii) any committed, non-refundable costs and Expenses Brunswick has reasonably incurred in connection with the Services. Where the Services provided up to the date of termination involve the creation of Deliverables to an agreed timeline where

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amounts are to be invoiced and paid upon the achievement of certain milestones by Brunswick or the occurrence of certain events and termination is effected by the Client prior to the next such milestone or occurrence, the Client will pay Brunswick on a pro-rated basis in respect of the time spent performing the Services as a proportion of the total time agreed for performance irrespective as to the status of the creation of the Deliverables at the date of termination or as otherwise agreed to by the Parties in the relevant Engagement Letter. Brunswick will use commercially reasonable efforts to mitigate against the incurrence of any such costs, charges, and Expenses.

5 CONFIDENTIALITY AND DATA PROTECTION

5.1 **General** – Neither Party will disclose to any third party without the other Party's prior written consent any confidential information which relates to the business or affairs of the other Party which is disclosed to it in connection with the Services ("Confidential Information"). Confidential Information shall only be used in connection with the Services. Neither Party shall publish or communicate to any person or entity any disparaging remarks, allegations, accusations, comments, or statements concerning the other Party or related to this Contract.

5.2 **Exclusion** – Confidential Information excludes information which:

(i) is or becomes generally available to the public other than as a result of breach of an obligation under this Clause 5; or

(ii) is acquired by the receiving Party from a third party who owes no obligation of confidence directly or indirectly to such Party; or

(iii) is or has been independently developed by the receiving Party or was known to it prior to receipt and was free of any restriction as to its use or disclosure.

5.3 **Permitted Disclosure** – Confidential Information may be disclosed by a Party, provided that the individual or entity to whom it discloses such Confidential information, agrees to be bound by confidentiality obligations no less stringent than those set out in these Terms:

(i) to its other Affiliates to the extent necessary to perform the Services and for internal quality reviews;

(ii) to its respective insurers, representatives, or legal advisors; or

(iii) to a third party to the extent that it is legally required by any court of competent jurisdiction, or by a governmental or regulatory authority, provided that, where prior notification is permitted, the other Party receives not less than two (2) business days' written notice of such disclosure.

5.4 **Retention** – With respect to Confidential Information Client provides to Brunswick in connection with the Services, Brunswick may store, delete and/or destroy, or if it electronically archived or backed up and not able to be practicably deleted, retain as part of its internal records, some or all of the Confidential Information from time to time in accordance with its then-current document retention policies.

5.5 **Prior Agreement** – Where the Parties have previously entered into a confidentiality or non-disclosure agreement, this Contract shall override the terms of such agreement to the extent there is a conflict between them.

5.6 **Data Protection** - Each Party shall comply with any applicable obligations under relevant Data Protection Legislation and shall ensure that it makes any necessary notification(s) to any relevant Regulator. Where GDPR applies, the Parties agree that they are each a controller in relation to Personal Data provided to Brunswick by Client. Each Party shall maintain robust and effective processes, procedures, and arrangements in relation to its processing of Personal Data

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transferred and/or made available by or on behalf of the other Party to ensure compliance with Data Protection Legislation. Each Party shall notify the other Party promptly (and in any event within forty-eight (48) hours) following its (or any of its Personnel's) receipt of any Data Subject Request or Regulatory Correspondence which relates to any Personal Data transferred and/or made available by or on behalf of the other Party and shall (and shall ensure that its Personnel shall): (i) save as required by law, not disclose any Personal Data transferred and/or made available by or on behalf of the other Party in response to any Data Subject Request or Regulatory Correspondence that may have Material Adverse Impact without the other Party's prior written consent; and (ii) at no additional cost, provide the other Party with all reasonable co-operation and assistance required by it in relation to any such Data Subject Request or Regulatory Correspondence. Client agrees not to transmit any protected health information to Brunswick and Client affirmatively agrees that it must notify Brunswick in advance prior to the transmittal of any protected health information.

With the respect to the above clause, the following definitions apply:

"CCPA" means the California Consumer Privacy Act of 2018 (AB-375), a statute governing privacy rights and consumer protections for certain residents in the United States;

"Data Protection Legislation" means: (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a Party is subject, including, without limitation the GDPR and/or the CCPA (if applicable);

"Data Subject Request" means an actual or purported subject access request or notice or complaint from (or on behalf of) a data subject exercising his rights under the Data Protection Legislation;

"GDPR" means 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 the processing of personal data;

"Material Adverse Impact" means a materially detrimental effect on: (i) the reputation of a Party or any members of its group; or (ii) a Party's relationship with the data subject, including, in each case, as a result of such Data Subject Request or Regulatory Correspondence resulting in: (i) threatened or actual enforcement action (whether formal or informal) by a Regulator for an infringement of the Data Protection Legislation; or (ii) a prospective or actual claim by a data subject or third party (whether for breach of contract, negligence or any other tort, under statute or otherwise);

"Personal Data" means personal data (including, without limitation, sensitive personal data as defined in the GDPR) that is transferred and/or made available by or on behalf of one of the Parties to or for the other Party (and/or its Personnel) under or in connection with the Services;

"Personnel" means all persons engaged or employed from time to time by a Party in connection with the provision or receipt of the Services, including its officers, employees, consultants, contractors, agents and/or sub-contractors (of any tier);

"Regulator" means any regulatory or supervisory body to which each of the parties are subject from time to time with respect to the processing of personal data; and

"Regulatory Correspondence" means any correspondence or communication (whether written or verbal) from a Regulator in relation to the processing of Personal Data.

6 LIABILITY AND INDEMNITY

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6.1 **Limitation of Exclusion** – Neither Party excludes or limits its liability to the other for death or personal injury caused by its negligence, or any other liability which cannot lawfully be excluded or limited.

6.2 **Third-Party Sites** – In the course of the provision of the Services, the Client may direct or confirm that Brunswick should transfer data to certain third party websites, applications or services (**"Third-Party Sites"**) outside of the control of the Client or not hosted by Client, to facilitate collaboration between the Client and Brunswick. The Client hereby disclaims and releases Brunswick from any and all liability for any damage to, or corruption or loss of data or other information or materials, and/or use or disclosure of data by unauthorized parties caused by or related to the use of such Third-Party Sites.

6.3 **Consequential Loss** – Neither Party shall be liable for any special, incidental, indirect, or consequential damages, loss of profits, business, contracts revenue goodwill and/or similar losses or loss of anticipated benefits.

6.4 **Financial Limitation** – Brunswick's liability to the Client in contract, tort (including negligence or breach of statutory duty), misrepresentation, or otherwise arising in connection with the performance of any Engagement Letter entered into by the Parties shall in no circumstances exceed the Fees paid by the Client in respect of such Engagement Letter during a twelve (12) month period.

6.5 **General Indemnity** – The Client shall indemnify Brunswick, its officers, agents and representatives and any other Affiliates, its officers, agents and representatives ("**Indemnified Parties**") from and against any and all third party liabilities, losses, expenses or costs or actions, investigations or other proceedings (including legal costs and any amounts paid by Brunswick in settlement or compromise of any such actions, claims or proceedings) ("Losses") which they may incur, suffer or sustain in connection with:

(i) the Services, save where any such Losses are finally judicially determined to arise from the Indemnified Parties' gross negligence or wilful default;

(ii) any breach of applicable law by the Client;

(iii) the provision of false, inaccurate or misleading information to third parties in written or oral form, either (a) by the Client, its Affiliates or agents directly, or (b) where such information has been provided to Brunswick by the Client and is disseminated by Brunswick in good faith in accordance with any approval by the Client in connection with the provision of Services;

(iv) the use of Third-Party Sites;

(v) any liability arising from Brunswick's failure to meet any deadline due to Client's failure to provide materials or approval in a timely manner;

(vi) any Services performed by a Nominated Subcontractor;

(vii) the release by the Client of any public document or issuance of any communication by Client (including advice provided by Brunswick) into the public domain; and

(viii) any claims relating to infringement of Third-Party IP or other proprietary rights where (1) the allegedly infringing materials have been sourced, licensed or created by the Client and Brunswick has incorporated such materials into the Deliverables or other otherwise used it at the Client's request, or (2) the Client has used Third-Party IP outside the terms of use which Brunswick has communicated to the Client, or (3) the Client has used Media Content in breach of Clause 2.1 above or otherwise outside the terms of use which Brunswick has communicated to the Client, or (4) the Client has failed to clear any new marks, designs, slogans or logos used in the Deliverables prior to public dissemination, or

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(5) the Client has, or has attempted to, decompile, reverse engineer, creative derivative works or otherwise disassemble or modify any web design tools comprising any Third-Party IP.

6.6 **Third-Party IP** – Brunswick will indemnify the Client from and against all Losses which the Client may incur, suffer or sustain in connection with any claims relating to Third-Party IP infringement in connection with the Services excluding those in Clause 6.5 (viii) above.

6.7 **Cooperation with Subpoenas, Investigations, etc.** – In the event that Brunswick is asked to assist with, cooperate with and/or provide information in any action, claim, proceeding, investigation by regulatory or law enforcement body involving Client and in which Brunswick is not a party, Client shall reimburse Brunswick for any external legal fees and expenses, including production costs, that Brunswick incurs related such action, claim, proceeding or investigation.

7 GENERAL

7.1 **Validity** – Each party represents and warrants that these Terms have been, and each Engagement Letter will be signed by a signatory who is duly authorized to sign on behalf of such Party.

7.2 **Amendment** – No changes to these Terms shall be effective unless agreed in writing and signed by both Parties. If specifically agreed to by the Parties, email shall be considered an acceptable format.

7.3 **Severability** – If any provision of these Terms is held to be, illegal, void, invalid or unenforceable in a relevant jurisdiction such provision shall be deemed to be deleted for the purpose of that jurisdiction and these Terms shall otherwise continue in full force and effect.

7.4 **Notices** – All notices must be sent by electronic mail to the email address of the relevant Party as set out in the Engagement Letter and shall be deemed to have been received when they are sent. A Party shall subsequently send a hard copy of such notice if so specifically requested by the receiving Party.

7.5 **Survival** –The rights and obligations contained in Clauses 1.6 ("Hosting"), 2.2 ("Rights in Deliverables"), 2.5 ("Publication"), 4.4 ("Payment on Termination or Cancellation"), 5.1 ("General"), 5.2 ("Exclusion"), 5.3 ("Permitted Disclosure"), 5.4 ("Retention"), 5.5 ("Prior Agreement"), 5.6 ("Data Protection"), 6.1 ("Limitation of Exclusion"), 6.2 ("Third-Party Sites"), 6.3 ("Consequential Loss"), 6.4 ("Financial Limitation"), 6.5 ("General Indemnity"), 6.6 ("Third-Party IP"), and 6.7 ("Cooperation with Subpoenas, Investigations, etc.") shall survive any termination of these Terms.

7.6 **Force Majeure** – Neither Party shall be liable to the other for any failure or delay in performing any of its obligations under these Terms due to any event that arises beyond such Party's reasonable control which could not be reasonably mitigated against. The Parties agree to confer in good faith prior to one Party asserting a Force Majeure declaration.

7.7 **Sub-Contracting** – Brunswick may subcontract any part of the Services without the Client's prior written consent but will remain liable to the Client in respect of any Services provided, save that where the Client insists that Brunswick use a specific subcontractor upon whom Brunswick either has not had the opportunity to perform the necessary due diligence (**"Nominated Subcontractor"**), Brunswick is under no obligation to review the Services provided by such Nominated Subcontractor (unless otherwise agreed in writing) and Brunswick will have no liability for the acts or omissions of such Nominated Subcontractor.

7.8 **Assignment** – In light of Brunswick's confidentiality and clearance obligations, neither Party shall transfer, charge or otherwise seek to deal in any of the other Party's rights or obligations

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under these Terms (including without limitation, the obligation to pay Fees and Expenses) without the other Party's prior written consent.

7.9 **Anti-Bribery** – Each Party represents and warrants that it has not, and will not, directly or indirectly pay, offer, give or promise to pay or authorize the payment of any monies or other things of value to: (a) an official or employee of a government department, agency or instrumentality, state-owned or controlled enterprise or public international organization; (b) any political party or candidate for political office; or (c) any other person at the suggestion, request or direction or for the benefit of any of the above-described persons and Affiliates if any such payment, offer, act or authorization is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of the U.S. Foreign Corrupt Practices Act 1977, U.K. Bribery Act 2010 or any other applicable anti-bribery legislation.

7.10 **Non-Solicitation** – During the term of any Engagement Letter and for six (6) months following its termination, Client will not, and will not attempt to, solicit or entice away from Brunswick's employment any Brunswick employee or subcontractor who provided Services under that Engagement Letter, other than by means of a generic public advertising campaign not specifically targeted at any of Brunswick's staff. Unless specifically prohibited or unenforceable under the relevant applicable law, in the event of a breach of this Clause by way of liquidated damages representing a genuine pre-estimate of loss, Client agrees to pay Brunswick a sum equal to six (6) months basic salary for such employee(s).

7.11 **Dispute Resolution** – Each Engagement Letter under which the Services are provided incorporating these Terms will be governed by and interpreted with the laws specified in the relevant Engagement Letter. The Parties will at first instance attempt to resolve any dispute amicably between themselves in good faith. The Parties agree that jurisdiction in any dispute will be as specified in the relevant Engagement Letter. Client hereby stipulates and consents to receive any service of process for any legal action relating to this Agreement by electronic mail to the contact set forth in the relevant Engagement Letter.

7.12 **Third-Party Rights** – No term of these Terms is enforceable by any person who is not a party to them. The relevant Affiliate who is a party to a specific Engagement Letter shall alone be entitled to enforce its terms.

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