



STANDARD TERMS FOR ALL SUPPLIERS CONTRACTED BY CSM NORTH AMERICA, LLC AND ITS UNITED STATES GROUP COMPANIES

The supply of all goods and/or Services (which shall include all materials and deliverables) by the Supplier to CSM North America, LLC and/or its affiliated group companies (collectively “**CSM**”) is subject to these Standard Terms.

CSM operates as a group of individual businesses transacting separate lines of business. The rights and obligations of CSM as a party to the agreement, and its liability to the Supplier do not extend beyond the specified CSM agency, except to the extent any other group business is explicitly and separately identified in the agreement as having rights and obligations in relation to the Supplier.

All orders for goods and/or Services will only be authorized if they are made in writing on an official CSM Booking Form, Order Form, Purchase Order or Statement of Work (collectively “**SOW**”). Both the Supplier and CSM will be required to sign the SOW and in so doing, the Supplier automatically accepts these Standard Terms (“**Agreement**”). If Supplier and CSM do not sign a SOW, but Supplier provides services to CSM, Supplier shall be bound by the terms and conditions of this Agreement which shall govern the parties’ relationship.

1. DEFINITIONS

1.1 The following terms used in this Agreement shall have the following meanings:

1.1.1 “Confidential Information” means all Deliverables and CSM Content, including all information disclosed by or on behalf of a party or otherwise acquired by a party which is clearly marked as confidential or notified in writing to the receiving party as being confidential or by its nature is reasonably deemed to be confidential including, but not limited to, all business, financial, commercial, technical, operational, organizational, legal, management and marketing information marked as confidential or notified in writing to the receiving party as confidential. Neither party will acquire any right, license, title, or interest whatsoever, including any proprietary right, in any Confidential Information of the other party.

1.1.2 “Deliverable” means all copyrightable, trademarkable or patentable material, including any document, writing, report, software, drawing, design, artwork, photography, illustration, software, source file, source code, creative concept, social media concept, idea or other tangible development work, and any other design asset, work product, invention, improvement, development and discovery made, conceived or reduced to practice by Supplier, whether individually or in collaboration with others, which relate in any manner to CSM’s business, CSM’s clients or to the Services provided hereunder.

1.1.3 “Indemnified Parties” means CSM North America, LLC, its parent companies, subsidiaries and affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns.

1.1.4 “CSM Content” means all CSM provided material, including copyrights, trademarks, service marks, software, code, creative concepts, social media concepts, ideas, campaigns, methodology, copyrighted texts or graphic designs, symbols, logos, copy, artwork, emblems, decals, designs, colors, likenesses or other visual representations, or any other intellectual property of CSM and/or CSM’s clients.

1.1.5 “Protected Marks” means any trademarks, trade names, logos, designs or similar graphics which CSM may advise the Supplier is protected or which the Supplier should reasonably know is protected (including CSM and its client’s marks).

1.1.6 “Services” means the professional services to be provided to CSM by Supplier to fulfill the Deliverables and projects set forth in a SOW.

2. STATEMENT OF WORKS AND ACCEPTANCE

2.1 Nothing in this Agreement creates any obligation or requirement on the part of CSM to engage Supplier to provide goods or Services. Supplier understands that if Supplier is engaged or contracted by CSM to provide goods or Services, such engagement shall be on an individual project basis, with the details of each project to be separately worked out and set forth in a SOW issued by CSM. The terms of this Agreement apply to each SOW entered into with Supplier regardless of whether such SOW references this Agreement.

2.2 Supplier acknowledges and agrees that any terms and conditions included in any click-wrap or shrink wrap license agreements, quotes, invoices, acknowledgements, bills of lading or other forms utilized by Supplier or exchanged by the parties will NOT be incorporated into this Agreement or be binding upon the parties in any way. The parties intend for the express terms and conditions contained in this Agreement (including any SOWs, Schedules and Exhibits hereto) to exclusively govern and control each of the parties’ respective rights and obligations regarding the subject matter of this Agreement, and this Agreement is expressly limited to such terms and conditions. The terms of a SOW shall supplement and not replace or amend the terms and provisions of this Agreement.

2.3 The Services and Deliverables for any work to be performed by Supplier will be set forth in a SOW and Supplier will not commence any work for CSM until CSM has authorized Supplier to start work by the parties signing a SOW.

2.4 If CSM wishes to change a SOW, Supplier will promptly submit to CSM a summary including a statement of any additional charges and any adjustments to the SOW resulting from the proposed change (“Change Notice”). On CSM’s written approval of the Change Notice, the SOW will be deemed updated and the Change Notice subject to the terms of this Agreement.

2.5 Following receipt of Deliverables from Supplier, CSM shall provide Supplier with either (a) written approval of the Deliverables, or (b) a written list of changes that must be made to the Deliverables before CSM can approve. Supplier shall not charge CSM in respect of the time spent modifying a Deliverable so that it conforms to the SOW.



3. FINANCIAL

3.1 In consideration for the Services to be provided by Supplier under a SOW, CSM will pay to Supplier the agreed fees set forth in such SOW. All work will be billed by Supplier according to the SOW, and CSM will make payment to Supplier the later of 45 days after receipt of the Supplier's valid invoice or 14 days after receipt by CSM of the funds from the relevant client on whose behalf CSM may be purchasing the Supplier's goods and/or Services (subject always to the receipt of the Supplier's valid invoice).

3.2 CSM shall have the right, upon reasonable notice, to audit the Supplier's accounts to review and verify the Supplier's compliance with the provisions of this Agreement and verify that Supplier's fees and charges to CSM are accurate.

3.3 The Supplier shall disclose to CSM any cash, volume or similar discount available to the Supplier in the provision of the Services and CSM shall have the right to benefit from any such cash, volume or similar discount (as may be applicable). Further, the Supplier shall not mark up any costs included as part of the charges in the provision of its Services.

3.4 Unless agreed otherwise, all payments to Supplier shall be made in United States Dollars.

3.5 Additional fees must be agreed in writing by an authorized representative of CSM before CSM will be obligated to pay Supplier for any such additional fees.

3.6 CSM may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by CSM to the Supplier under a SOW.

3.7 CSM may withhold payment of the charges if the Supplier is in breach of any of the terms of this Agreement, including any deadlines or KPIs.

4. PROVISION OF SERVICES

4.1 The Supplier warrants that it will:

4.1.1 provide the goods and/or Services with the relevant industry standard of skill and care in accordance with generally recognized commercial practices and standards commensurate with a skilled and experienced supplier of the same or similar goods and/or Services;

4.1.2 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;

4.1.3 ensure that the Services conform in all respects and at all times with any specification and/or description for the Services agreed by the parties and comply with all applicable legislation;

4.1.4 make its representatives available to CSM at mutually acceptable times and locations to keep CSM fully informed of the progress of the Services being provided and provide CSM with regular status updates as CSM may reasonably request;

4.1.5 meet any agreed performance dates and provide the Services in accordance with any agreed KPIs; and

4.1.6 abide by and comply with any service level agreements and/or security requirements placed upon CSM by its current or prospective clients. CSM will ensure that Supplier is aware of any service level agreements and/or security requirements required of CSM by its current or prospective clients and Supplier agrees to abide by such requirements and sign any agreement as necessary to comply therewith.

4.2 If CSM becomes aware of any discrepancy, error or deficiency in the Services, it shall notify the Supplier immediately. If any discrepancy, error or deficiency in the Services is discovered during the term, the Supplier shall, without delay and at its own cost, rectify such discrepancy, error or deficiency or re-perform such Services.

4.3 The Supplier shall:

4.3.1 not seek to solicit, endeavor to entice away, canvass for business or otherwise interfere with CSM's existing or proposed business or custom with any person, firm or company who at any time during this Agreement is or was a customer, client, supplier or contractor of CSM; and

4.3.2 during the term of this Agreement and for 1 year thereafter, not solicit, interfere with, employ, engage, retain, endeavor to induce or entice away from employment, engagement or retention (any such action a "Solicitation"), or recommend to any individual, partnership, company or corporation, the Solicitation of any person that is an employee, agent, consultant, or independent contractor of CSM. For the avoidance of doubt, a Solicitation will not include the retention or hiring of any individual through an open application process.

4.4 Supplier shall only be allowed to retain third party contractors ("Contractors") to furnish Services to CSM in connection with the performance of its obligations under this Agreement and any SOW with the *prior written consent* in each instance of CSM, and if consent is given, Supplier may then permit such Contractors to have access to Confidential Information, but only to the extent and insofar as reasonably required in connection with the performance of Supplier's obligations under this Agreement. All such Contractors are required by Supplier to execute a written agreement complying with the terms and conditions of this Agreement, such agreement to be provided to CSM upon request.



4.5 The Supplier always remains responsible for its personnel and Contractors who provide the goods and/or Services and shall ensure that its personnel and Contractors have all the necessary permits, licenses, skills and experience to provide the Services.

4.6 Supplier shall, as an independent contractor, pay, and shall procure that its Contractors shall pay, all applicable federal, state or other taxes and agrees to indemnify and hold harmless the Indemnified Parties from any and all liability in any way arising out of Supplier's and/or its Contractors' failure to pay taxes as required and when due. Supplier will not be entitled to any of the benefits that CSM may make available to its employees. Because Supplier is an independent contractor, CSM will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, obtain worker's compensation insurance on Supplier's behalf, nor cover Supplier under CSM's worker's compensation insurance.

5. TIME FOR PERFORMANCE

5.1 Time is of the essence in the performance of any SOW by the Supplier.

5.2 In the event of failure by the Supplier to meet agreed timeframes, CSM has the right itself or through engaging a third party, to take such steps as CSM considers necessary to ensure the performance of that part of the Services or the Supplier's other obligations under this Agreement or a SOW which the Supplier is unable to perform. CSM has the right to charge the Supplier the full costs of so doing.

6. TERMINATION

6.1 CSM may terminate this Agreement and/or any SOW and cancel Supplier's Services at any time without cause by providing notice to Supplier. CSM shall have no further obligation to Supplier, except CSM shall pay Supplier all costs for goods and/or Services rendered to the satisfaction of CSM up to the date of termination.

6.2 CSM may terminate this Agreement and/or any SOW immediately if Supplier is in breach of this Agreement and/or a SOW and has failed (in the case of a breach capable of being remedied) to remedy the breach within five business days of a written request to do so. If Supplier is in breach of this Agreement or a SOW, no further payments shall be made to Supplier and Supplier shall refund all fees paid.

6.3 Supplier may terminate this Agreement and/or any SOW immediately by written notice to CSM if CSM commits any material breach of this Agreement and/or a SOW which is not capable of remedy or, if remediable, is not remedied within five business days of receipt of written notice requiring the default to be remedied.

6.4 The termination of this Agreement shall not affect those provisions expressly or implicitly having effect after termination.

6.5 The rights to terminate this Agreement and/or a SOW shall be without prejudice to any other right or remedy of a party in respect of the breach concerned (if any) or any other breach.

6.6 On termination of this Agreement, Supplier shall immediately deliver to CSM all goods and Services complete or in process.

7. INTELLECTUAL PROPERTY RIGHTS, TITLE AND RISK

7.1 Except as otherwise stated in clause 7.3 below, all Deliverables will be the sole property of CSM, and consequently Supplier will provide to CSM all materials and information related to the Deliverables simultaneously with the delivery of the work itself. If any Deliverable is committed to a tangible medium of expression, it will be a "work made for hire" as defined in the 1976 Copyright Act (17 USCA 101) and CSM shall be the sole owner of such work upon creation. To the extent that any Deliverable is not a "work made for hire," Supplier hereby irrevocably and unconditionally assigns to CSM all of Supplier's right, title and interest in and to such Deliverable, and agrees to execute any documents that in the reasonable discretion and judgment of CSM, may be necessary to further carry out the assignment or to protect CSM's rights in that Deliverable. Supplier hereby acknowledges that Supplier has no right, title or interest to CSM Content.

7.2 CSM and CSM's clients are the owner of all right, title and interest in and to their respective marks. Supplier shall obtain from each employee or Contractor who makes or has made any contribution to the Deliverables, a written agreement, assigning to CSM all rights (except for the rights owned by Supplier in accordance with clause 7.3) in or to any Deliverable performed by such party while providing the Services and all results and proceeds thereof throughout the world. Upon CSM's request, Supplier will furnish CSM with copies of all such agreements secured by Supplier pursuant to this clause.

7.3 Other than to the extent permitted within this Agreement, nothing shall assign to CSM any intellectual property rights in pre-existing Supplier works, software or any other Supplier product which is of general applicability and is of a non-project specific nature ("Supplier IP"). Supplier shall retain all right, title and interest in any Supplier IP, and prior to entering a SOW, the parties will agree on if any Supplier IP is incorporated into any Deliverable. Supplier agrees to grant and hereby grants to CSM and CSM's clients, as applicable in each instance, a non-exclusive, royalty free, perpetual and worldwide right and license, with the right to sublicense and authorize the granting of sublicenses, to use, sell, assign, creative derivative works of, repurpose, reproduce and/or otherwise dispose of all or any part of the Supplier IP for the exploitation of the Deliverable and project, but Supplier retains all rights to reproduce, use and sublicense the Supplier IP to third parties as well.

7.4 Where physical goods are being supplied, risk shall pass to CSM only when an authorized representative of CSM has signed to accept delivery of such goods.

8. PROHIBITED PUBLICITY ACTIVITIES

8.1 Supplier agrees that it shall not:

8.1.1 use any marks or any trademarks, trade names or logos which cause confusion with the Protected Marks;



8.1.2 undertake any form of ambush marketing which means any activity, commercial or non-commercial, undertaken by any person or entity, whether public or private, that creates, implies or refers to a direct or indirect association of any kind (including an association in the minds of members of the public) with the Protected Marks or any of the activities covered by this Agreement;

8.1.3 cause to be done, or permit anyone reasonably within the Supplier's control to do, anything which might damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Marks;

8.1.4 represent, directly or indirectly, that any product or service provided has been endorsed or approved by CSM (or its applicable client) or the event or activity for which the goods and/or Service is being provided;

8.1.5 use the Deliverables (or any part or element thereof), take or publish any photographs or make any other graphical or other reproduction, or use any Protected Mark, or refer to CSM or any of CSM's clients as part of or in connection with any promotional, advertising or marketing tools or materials for Supplier (including Supplier's creative reel or portfolio) or another entity without prior written approval of CSM; or

8.1.6 publish or issue any statement (factual or otherwise) about the Supplier's provision of goods and/or Services to CSM (or its client) without prior written approval of CSM.

9. INSURANCE

9.1 Supplier must secure and maintain, at Supplier's sole expense, the following insurance coverage with insurers having an A.M. Best rating of at least A- VII or better.

9.1.1 Commercial general liability ("CGL") insurance written on an occurrence form, including but not limited to premises-operations, bodily injury, property damage, product/completed operations, contractual liability, personal and advertising injury and liability assumed under an insured contract, with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate;

9.1.2 If an automobile is used by Supplier in connection with its performance under a SOW, commercial automobile liability insurance, including hired, borrowed and non-owned automobile coverage, in the amount of \$1,000,000 per occurrence and \$1,000,000 general aggregate;

9.1.3 Statutory workers' compensation insurance meeting all state and local requirements, including coverage for Employer's Liability with limits of not less than \$1,000,000;

9.1.4 Professional Liability ("E&O") insurance, including endorsements for internet and technology E&O and privacy and network security/cyber liability, in the minimum amount of \$2,000,000 per occurrence, covering losses from any acts, omissions, negligence, breach of duty or misrepresentations related to Supplier's obligations under this Agreement and any SOW with retroactive date prior to start of Services. E&O insurance must be maintained for (a) so long as this Agreement and any SOW is in effect, and (b) for a period of one year after the later of (i) the date this Agreement is terminated, and (ii) the date on which all SOWs have expired or been terminated; and

9.1.5 Umbrella/Excess Liability providing excess liability coverage in the minimum amount of \$5,000,000 per occurrence, to supplement the primary coverage limits for CGL and, if applicable, commercial automobile liability.

9.2 CSM shall have the right to require Supplier to increase its levels of insurance, or to procure additional insurance (in each instance at Supplier's own expense), if in CSM's reasonable opinion it deems Supplier's insurance to be inadequate. If Supplier cannot meet the above insurance requirements, Supplier should discuss with CSM prior to providing any Services to see if CSM can accept different coverage or lower limits from Supplier for the Services to be provided under a SOW.

9.3 Within five days of execution of a SOW, and annually upon the anniversary date of each insurance policy's renewal date, Supplier will provide certificates of insurance, evidencing that the policies required above are in full force and effect. Each policy required in Sections 9.1.1, 9.1.2 and 9.1.5 will name the Indemnified Parties as additional insureds. Supplier shall have all its insurers waive their subrogation rights against the Indemnified Parties and ensure that its policies contain a severability of interest clause or appropriate endorsement stating that the exclusions in said policies apply to each insured. Supplier's insurance shall be primary and non-contributory coverage to any insurance of the Indemnified Parties. The foregoing requirements shall be noted on the certificate of insurance. Supplier will also provide CSM with no less than 30 days written notice prior to any cancellation, termination, or material alteration of any insurance policy.

9.4 Insurance limits specified herein are minimums. Insurance coverage shall apply to the fullest extent of Supplier's insurance policy limits, or to the extent allowed by law, whichever is greater. The insurance limits shall not be construed as a limitation of any liability to the Indemnified Parties, and failure to request evidence of this insurance shall not be construed as a waiver of Supplier's obligation to provide the insurance coverage specified.

10. COMPLIANCE WITH REGULATORY REQUIREMENTS

10.1 Supplier (and its Contractors) shall fully comply with the following (collectively the "Relevant Requirements"):

10.1.1 all applicable federal, state and local laws, rules, regulations, ordinances and statutes, or other legislative or administrative action of a governmental body, including economic or trade sanctions, in the course of Supplier's performance under this Agreement;



10.1.2 all applicable laws, regulations, codes and sanctions relating to anti-slavery, human trafficking, anti-bribery, and anti-corruption, including the Foreign Corrupt Practices Act and the UK Bribery Act 2010;

10.1.3 any trade, export controls, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced in the states in which the party is registered or in which it otherwise conducts activities; and

10.1.4 all applicable state and federal laws, rules, regulations, and government orders and directives relating to Personal Data. "Personal Data" means any and all personal, medical, and/or financial data pertaining to an identifiable individual, living or deceased, as well as all types of data covered by applicable data privacy laws and/or regulations (including, but not limited to: Gramm-Leach-Bliley, EU Data Protection Directive 95/46/EC, UK Data Protection Act of 1998, HIPAA, federal and state data breach laws as enacted within the United States, and the California Consumer Privacy Act) that is created by or made available to Supplier and/or its Contractors by or on behalf of CSM. Personal Data shall include any such data in any media or format, including both paper and electronic. Personal Data constitutes CSM's Confidential Information. Under a SOW, should it become necessary for CSM to: (i) send Personal Data to Supplier that originates from the EU, and/or (ii) send Personal Data to Supplier in the EU, then the parties agree to enter into separate data protection agreements with standard contractual clauses that complies with the GDPR.

10.2 Supplier shall have in place adequate procedures designed to prevent activities, practice or conduct which would infringe any of the Relevant Requirements. Supplier shall provide supporting evidence of such procedures as CSM may reasonably request.

10.3 Without limiting any other warranty or obligation specified in this Agreement, and in particular the confidentiality provisions of this Agreement, during the term and thereafter in perpetuity, Supplier will not gather, store, log, archive, use or otherwise retain any Personal Data in any manner and will not disclose, distribute, sell, share, rent or otherwise transfer any Personal Data to any third party, except as expressly provided in this Agreement or as Supplier may be expressly directed in advance in writing by CSM. Supplier represents, covenants, and warrants that Supplier will use Personal Data only in compliance with: (1) this Agreement; (2) CSM's then-current privacy policy (available at <https://www.csm.com/special-pages/privacy-policy> or such other location designated by CSM); and (3) all applicable laws (including but not limited to all current and future laws and regulations relating to spamming, privacy, and consumer protection). From time-to-time, CSM may deliver to Supplier, based on the nature of Supplier's Services, additional written instructions describing Supplier's responsibilities with respect to preserving the privacy and security of Personal Data. Upon delivery to Supplier, such instructions shall be considered part of Supplier's obligations hereunder. In the event any breach of security or confidentiality by Supplier or its Contractors with regard to Personal Data requires notification to an individual under any privacy law, CSM shall have sole control over the timing, content, and method of such notification and Supplier shall reimburse CSM for its reasonable out-of-pocket costs in providing the notification and any fines or sanctions imposed on CSM by any regulatory body having jurisdiction over them as a result of such breach.

10.4 Supplier shall indemnify the Indemnified Parties against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, the Indemnified Parties as a result of any breach of this clause 10 by Supplier or its Contractors.

10.5 CSM may terminate this Agreement by written notice with immediate effect if Supplier or its Contractors breaches, or is investigated for a breach of, any of the provisions of this clause 10, and Supplier shall refund all fees paid by CSM.

11. WARRANTIES, REPRESENTATIONS, LIABILITY AND INDEMNITY

11.1 For a period of 90 days from the date of acceptance of the final Deliverable under a SOW (the "Warranty Period"), Supplier represents and warrants that all Deliverables will substantially conform to the specifications set forth in the SOW. Supplier agrees to use reasonable efforts to correct all non-conformities reported by CSM during the Warranty Period within a reasonable period at its sole expense.

11.2 Supplier hereby represents and warrants: (a) that it has the full capacity, power, right and authority required to enter into this Agreement and to fulfill its obligations hereunder, (b) it has sufficient staff and resources to perform this Agreement, (c) it is duly organized, validly existing and in good standing under the laws of the territory or state of its incorporation or organization, (d) the persons executing this Agreement on behalf of Supplier is duly authorized to execute and deliver this Agreement on behalf of Supplier and that this Agreement is a valid and binding instrument, and (e) there are no other agreements to which Supplier is a party or is bound, or orders, judgments or decrees to which each is subject, that conflict with this Agreement or with Supplier's ability to perform its obligations under this Agreement.

11.3 Supplier represents and warrants that it is the owner of all right, title and interest in the Supplier IP and that none of the Supplier IP nor Deliverables will: (a) violate the proprietary rights of any third party or (b) be libelous, obscene, or constitute fraud, misrepresentation, an unlawful business practice or unfair competition. Supplier further represents and warrants that all materials, information and Deliverables provided by Supplier to CSM are either exclusively owned or properly licensed by Supplier or are in the public domain or Supplier has obtained all required assignments of rights, releases and consents from third parties, that the use thereof by CSM and its clients, their respective employees, contractors, agents and representatives do not and will not infringe any intellectual property rights, privacy rights, or any other proprietary rights, of any third party, and that Supplier will indemnify and hold the Indemnified Parties harmless from all liabilities and claims for damages and/or suits in the event of any challenges to those rights.

11.4 CSM represents and warrants that it is the exclusive owner or authorized licensee of CSM Content, and the use of CSM Content will: a) not violate the proprietary rights of any third party, and b) will not be libelous, obscene, or constitute fraud, misrepresentation, an unlawful business practice or unfair competition.

11.5 Supplier shall indemnify, protect, defend, and hold harmless the Indemnified Parties from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, reasonable attorney's fees, court costs, and other legal expenses, arising from or connected with (a) Supplier's and/or its Contractors' negligence or willful misconduct, or (b) the acts and omissions of Supplier and Supplier's employees, Contractors, and agents in the performance of the Services, (c) any alleged or actual breach of Supplier's obligations, representations or warranties made under this Agreement, or (d) any claim that any goods, materials or information provided by Supplier, or any part thereof, infringes or misappropriates any intellectual property right of a third party.



11.6 Supplier represents and warrants that it will be responsible for and bear all risk of loss for all CSM Content, CSM clients' property or Confidential Information which is in Supplier's or its Contractors' possession or control and will indemnify CSM for any loss or damage to CSM Content, CSM clients' property and Confidential Information.

11.7 IN NO EVENT WILL CSM BE LIABLE TO SUPPLIER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT (OR LOSS OF DATA) OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.8 EXCEPT AS STATED IN CLAUSE 11.9, THE AGGREGATE LIABILITY OF CSM TO THE SUPPLIER WITH RESPECT TO ALL CLAIMS UNDER OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DAMAGES NOT EXCEEDING THE TOTAL AMOUNT OF FEES AND COSTS PAID OR PAYABLE BY CSM TO THE SUPPLIER UNDER THIS AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE DATE OF ANY CLAIM OR SERIES OF CONNECTED CLAIMS.

11.9 Nothing in the Agreement shall limit the liability of either party for death or personal injury resulting from its negligence or for fraudulent misrepresentation or for any liability which cannot be excluded by law.

11.10 CSM's rights/remedies under this Agreement are in addition to its rights/remedies implied by statute and common law.

11.11 CSM shall not be responsible for any guests attending an event to which the Services relate, and CSM shall not assume any liability for any loss, injury (including death) or damage: (i) caused by the guests; or (ii) to the guests or their property, unless the same arises as a result of CSM's negligence.

11.12 The Supplier warrants that:

11.12.1 in carrying on its business, it abides by all relevant and applicable laws and regulations, including the Relevant Requirements, and neither the Supplier, nor any controlled or controlling person nor official of the Supplier, is subject to any such sanctions, or will receive any significant benefit in money or otherwise from the work being done for CSM;

11.12.2 it is not, nor are any beneficial owners, directors or any other persons who have powers of representation, decision or control over Supplier, identified on any restricted party list issued by a national government or international organization as subject to any sanction or embargo, including without limitation, any such list maintained by the authorities of the states in which the Supplier is registered, established or in which it otherwise conducts activities;

11.12.3 it shall not have, currently or in the future, any relationship or association with, nor owe any duty to, any person (including to CSM), the existence or non-disclosure of which (i) could affect adversely or prejudice Supplier's ability to honor Supplier's warranties or perform Supplier's obligations under this Agreement, or (ii) could affect adversely or prejudice CSM's rights, or (iii) could harm CSM's reputation or bring CSM or the Indemnified Parties into disrepute;

11.12.4 it has disclosed to CSM any recent judgments and pending claims of a material nature, or which are likely to adversely affect its or CSM's good name, reputation, or public image; and

11.12.5 it has in place systems for preventing, auditing and investigating fraudulent, corrupt or illegal activities, security breaches or similar situations and is not aware of any such situation currently existing.

12. CONFIDENTIALITY

12.1 Each party undertakes that it shall not during this Agreement, and for a period of two (2) years after termination of this Agreement, disclose to any person any Confidential Information except as permitted by clause 12.2.

12.2 Each party may disclose the other party's Confidential Information:

12.2.1 to its employees, officers, Contractors, representatives and/or advisers or those that have a need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or relating to this Agreement. Each party shall ensure that its employees, officers, Contractors, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 12; and

12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided such disclosure is kept to a minimum, where possible.

12.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or relating to this Agreement.

12.4 At any time, and upon the written request of CSM, Supplier shall (a) return to CSM all copies (in whatever media) of CSM Confidential Information and any analyses, compilations, summaries, studies, or other documents prepared by Supplier or its employees, Contractors or representatives based, in whole or in part, on CSM Confidential Information, and (b) remove from Supplier's computer systems any CSM Confidential Information. An appropriate representative of Supplier shall certify in writing to CSM that no CSM Confidential Information (including copies, summaries, analyses, studies, or other documents based upon the same) remains in the possession of Supplier or its Contractors or representatives and that CSM Confidential Information has been removed from Supplier's and its Contractors' computer systems.



13. FORCE MAJEURE

13.1 If either party is prevented or delayed by Force Majeure from the performance of any of its obligations under this Agreement (the “**Defaulting Party**”), then the Defaulting Party shall not be liable to the other party for delay or non-performance of its obligations and such delay or non-performance shall not constitute a breach of the Agreement. “**Force Majeure**” shall be any act, event, omission, cause or circumstance not within the reasonable control of the party in question, including any strike, lockout or other industrial action, any civil commotion or disorder, riot, invasion, war or terrorist activity or threat of war or terrorist activity, any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance), an event of national significance, any fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster. If any event or circumstances prevent Supplier from performing its obligations under this Agreement and/or a SOW for a continuous period of more than 15 business days, CSM may terminate this Agreement and SOWs immediately by giving written notice to Supplier. Supplier shall be required to mitigate the effects of any Force Majeure event.

14. GENERAL

14.1 The parties are independent contractors and nothing contained in this Agreement will be construed to create, expressly or by implication, an employment relationship, joint venture, principal and agent relationship, partnership or other association between Supplier and CSM, and neither party has, expressly or by implication, the right to represent itself as having any authority to make contracts in the name of or binding on the other, or to obligate or bind the other in any manner whatsoever.

14.2 This Agreement, or any provision thereof, may be amended or modified only with the written consent of CSM, signed by an authorized representative, and expressly stating the parties' intent to amend this Agreement. CSM shall have the right to amend this Agreement at any time and without prior notice.

14.3 If any provision or any part of any provision of this Agreement is found invalid or unenforceable, then such provision or part of such provision will be curtailed or restricted only to the extent necessary to bring the remainder of the Agreement within legal requirements and will not invalidate or in any way affect the enforceability of the remainder of this Agreement.

14.4 All notices between the parties with respect to this Agreement shall be in writing and signed by or on behalf of the party giving it. Any notice shall be duly served: (i) on delivery if delivered by hand; (ii) 48 hours after sending if sent by first class post or recorded delivery; or (iii) on sending if sent by email, provided that in each case: (a) the notice is sent to the address of the addressee in this Agreement (or such other address as the addressee may from time to time have notified for the purpose of this clause); and (b) in relation to notices served on CSM, a copy of such notice is also sent by email to: legalna@csm.com.

14.5 Where Supplier is subject to the Freedom of Information Act (“FOIA”) and receives a request pursuant to the FOIA to disclose information relating to or received from CSM, Supplier will consult with CSM, and will use reasonable endeavors to identify and redact all commercially sensitive and other material exempt from disclosure, before releasing any such information.

14.6 This Agreement will not be subcontracted, assigned, delegated or otherwise transferred by Supplier unless Supplier first obtains the prior written consent of CSM. CSM may assign any or all its rights and duties under this Agreement at any time without consent.

14.7 Any phrase in this Agreement introduced by the term “include”, “including”, “in particular” or similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term.

14.8 This Agreement and any SOW entered into by the parties constitutes the entire agreement between the parties with reference to the provision of goods and/or supply of Services by Supplier and supersedes all prior discussions and agreements between the parties either written or oral.

14.9 Because of the unique nature of the CSM Content and Confidential Information, Supplier acknowledges and agrees that any disclosure or use of CSM Content or Confidential Information other than for the sole benefit of CSM in violation of Supplier's obligations under this Agreement would be wrongful and would cause irreparable injury to CSM. Furthermore, each party acknowledges that a breach by the other party of any confidentiality or intellectual property rights provision of this Agreement may cause the non-breaching party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching party may institute an action to enjoin the breaching party from any and all acts in violation of those provisions, which remedy will be cumulative and not exclusive, and a party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching party may be entitled at law or in equity.

14.10 This Agreement and any disputes relating in any way to this Agreement and/or a SOW will be construed and interpreted in accordance with and governed by the procedural and substantive laws of the State of Indiana, without reference to Indiana's conflicts of laws principles or the conflicts of laws principles of any other jurisdiction. With respect to this Agreement and any suit, action or other proceeding arising from or relating to this Agreement, each party hereby submits itself for the sole purpose of this Agreement and any controversy arising hereunder to the jurisdiction of the federal or state courts located in the State of Indiana, and any courts of appeal there from, and waives any objection (on the grounds of lack of jurisdiction, or forum not convenient or otherwise) to the exercise of such jurisdiction over it by any such courts.

14.11 The covenants, conditions and obligations in this Agreement which, by their terms or nature, extend beyond the termination or expiration of this Agreement will survive termination or expiration until fully performed.

14.12 Waiver of any provision in this Agreement will not be deemed a waiver of any other provision in this Agreement. Neither a course of conduct, nor any waiver by any party to this Agreement with respect to a default or breach of any provision of this Agreement by the other party will operate or be construed as a waiver of any subsequent default or breach, or as a modification of this Agreement.