

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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, Registration Unit, Counterespionage 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.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Daniel J. Edelman 1875 I Street NW, Suite 900 Washington, DC 20006	2. Registration No. 3634
---	---------------------------------

3. Name of foreign principal Embassy of Switzerland	4. Principal address of foreign principal 2900 Cathedral Avenue, NW Washington, DC 20008
--	--

5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify): _____

Individual-State nationality _____

CRM/ISS/REGISTRATION UNIT
2009 OCT -6 AM 10:41

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

a) Branch or agency represented by the registrant
Embassy of Switzerland

b) Name and title of official with whom registrant deals
Mr. Norbert Barlocher, Counselor, Head of Communications

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

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

8. 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.

N/A

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

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

2009 OCT -6 AM 10:41
CRM/ISS/REGISTRATION UNIT

10. 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.

N/A

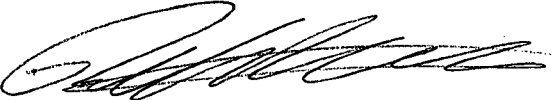
Date of Exhibit A	Name and Title	Signature
10-2-09	Global Compliance Officer	

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Daniel J. Edelman 1875 I Street NW, Suite 900 Washington, DC 20006	2. Registration No. 3634
---	---------------------------------

3. Name of Foreign Principal Embassy of Switzerland
--

CRM/ISS/REGISTRATION UNIT
2009 OCT -6 AM 10:41

Check Appropriate Boxes:

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

Client Goal: Client (Embassy of Switzerland) seeks to enhance Switzerland's overall image and increases awareness of Swiss-related issues among relevant U.S. audiences. Edelman will provide overall strategic public relations and public affairs counsel and advice to the Embassy of Switzerland on the client's efforts to achieve the aforementioned goal.

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

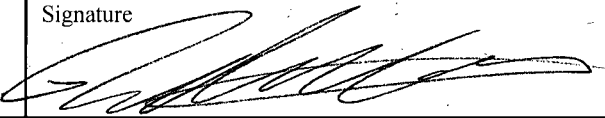
Edelman will provide overall strategic public relations and public affairs counsel and advice to the Embassy of Switzerland.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

Edelman will provide strategic counsel and advice around the client's media, third-party and public affairs outreach activities.

2009 OCT -6 AM 10:41
COM/ISS/REGISTRATION UNIT

Date of Exhibit B	Name and Title	Signature
10-2-09	Global Compliance Officer	

Footnote: 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.

Contract

2009 OCT -6 AM 10: 43

CRM/ISS/REGISTRATION UNIT

between

The Swiss Confederation, represented by the Swiss Embassy in Washington on behalf of the **Federal Department of Foreign Affairs (DFAE)**, 2900 Cathedral Avenue, NW, Washington, DC 20008, United States of America

"Client"

and

Daniel J. Edelman, Inc., 1875 Eye Street, NW, Suite 900, Washington, DC 20006, United States of America

"Edelman"

regarding

a mandate for services on government and public relations matters.

The Swiss Federal Department of Foreign Affairs (hereinafter called "Client") and Daniel J. Edelman, Inc. doing business as Edelman (hereinafter called "Edelman") agree as follows:

1 Objective of the Contract

Client entrusts Edelman with the mandate concerning public relations counsel („Services“), towards the achievement of the goals outlined in section 3 of this contract.

2 Duration of the Contract

The present contract shall commence effective on the date of signature by both parties and shall continue until 15 January 2010.

3 Goals of Contract

By entrusting Agent with this present mandate, Client is aiming to achieve the following goals:

- i. Enhance Switzerland's overall image and reputation among relevant U.S. audiences
- ii. Increase understanding of Swiss-related issues among relevant U.S. audiences;
- iii. Optimize perceptions of Switzerland's positions and issues among relevant U.S. audiences
- iv. Increase awareness among key audiences of Switzerland's positive attributes and the close economic, political and cultural relationship with the United States

4 Strategic Approach

In order to achieve the goals set in article 3 of this contract, the following strategic approach will be followed by Client:

- a) Engage in a proactive media outreach and communications efforts;
- b) React promptly to developments related to Switzerland's image and Swiss-related issues;
- c) Engage in a proactive third-party engagement and education efforts
- d) Engage in a proactive public affairs outreach efforts to educate and enhance Switzerland's image among relevant public policy audiences;
- e) Leverage opportunities, such as events, visits, milestones and others, to create greater understanding of, and enhance Switzerland's image among U.S. audiences.

5 Services

Edelman agrees to provide the following services for Client:

- a) Providing *overall* strategic public relations and public affairs counsel and advice related to the achievement of the goals outlined in section 3 of this contract;
- b) Providing strategic counsel and insights on developing appropriate messages and materials by Client during overall public relations and public affairs activities;
- c) Providing counsel and insights on Client's *overall* media outreach efforts and general communications strategies in the United States, including but not limited to:
 - i. Providing strategic counsel on appropriate outreach strategies, channels and tactics for media engagement efforts by Client.
 - ii. Providing strategic counsel on appropriate media audiences for engagement and outreach efforts by Client.
 - iii. Supplementing Client's current media monitoring as appropriate.
 - iv. Providing insights and counsel around relevant media trends.
 - v. Providing recommendations on appropriate responses to media coverage.
 - vi. Providing strategic counsel on development of appropriate databases by Client.
- d) Providing counsel and insights on Client's *overall* efforts to establish and maintain networks and contacts with relevant U.S. third-parties, including but not limited to:
 - i. Providing strategic counsel on appropriate outreach strategies, channels and tactics for third-party engagement efforts by Client.
 - ii. Providing strategic counsel on appropriate third-party audiences for engagement and outreach efforts by Client.
 - iii. Providing strategic counsel on development of appropriate databases by Client.
- e) Providing counsel and insights on Client's *overall* public affairs outreach efforts, including but not limited to:
 - i. Providing strategic counsel on appropriate outreach strategies, channels and tactics for public affairs engagement efforts by Client.
 - ii. Providing strategic counsel on appropriate public affairs audiences for engagement and outreach efforts by Client.
 - iii. Supplementing Client's current legislative and policy monitoring as appropriate.
 - iv. Providing insights and counsel around relevant policy trends.
 - v. Providing strategic counsel on development of appropriate databases by Client.

- f) Providing counsel and insights on leveraging special events, milestones, national days and other opportunities by Client towards the achievement of the goals outlined in section 3 of this contract
- g) Provide creative counsel to amplify ongoing Client activities related to the achievement of the goals outlined in section 3 of this contract.

Upon signature of contract, parties agree to a (Right from the Start Meeting) to define relevant strategies and engagement parameters.

Edelman will perform the Services and provide the deliverables in a diligent, professional and workmanlike manner in a manner consistent with good commercial practices that are applicable to the performance of such Services and its industry, provided, however, that, notwithstanding anything to the contrary in this contract, the General Terms and Conditions for Service Contracts of the Swiss Federal Procurement Commission of 01 March 2001 ("GTCSC") and related documentation, Edelman does not guarantee results or its performance hereunder.

6 Organisation of cooperation

- a) Edelman undertakes to provide the Services as stated in article 5 of the present contract in close collaboration with the firm of Podesta Group ("Podesta") as its subcontractor. Podesta is located at 1001 G Street, NW, Suite 900 East, Washington, DC 20001, United States of America. Edelman undertakes to transfer all provisions of the present contract that are necessary for protection of Client's interests into its contract with Podesta as a subcontractor.
- b) Edelman undertakes to provide its Services through the following core team (except for withdrawals due to resignation or termination of a below-named person's employment/engagement or due to circumstances beyond Edelman's control). Depending on need of Client, core team will be supplemented by counsel and advice from senior members of Edelman's function areas, such as Research, Digital, Advertising, Message/Speech writers, and Strategic Counsellors:

For Edelman:

Principal Team:

Peter Segall, Managing Director
 Chris Hayes, Executive Vice President & Group Head International Affairs
 Rich Myers, Executive Vice President & Group Head Financial Communications
 Kevin Sheridan, Senior Vice President & Director of Media Relations
 Michael Hartt, Vice President International Affairs
 Mory Fontanez, Senior Account Supervisor Digital Public Affairs
 Amgad Noguib, Account Supervisor International Affairs

Edelman shall use commercially reasonable efforts to have Podesta undertake to provide its Services through the following core team (except for withdrawals due to resignation or termination of a below-named person's employment/engagement or due to circumstances beyond Podesta's control) Depending on need of Client, core team will be supplemented by counsel and advice from senior members of Podesta's function areas:

For Podesta: Tony Podesta, Chairman
 Andrew Lewin, Principal
 Andrew Kauders, Principal

Jessica Lawrence, Principal
Teal Baker, Principal
Molly McKew, International Specialist
Nicole Young, Principal

These persons shall perform their obligations personally. Any replacement of said persons shall need Client's prior written approval.

7 Budget

- a) Notwithstanding anything to the contrary in this contract, the GTCSC or related documentation:

The total professional staff fees („Fee“) for the Services as stated in article 5 of the present contract is US\$160,000. In addition to the professional Fee, Client shall be assessed Edelman's six percent (6%) fee for reimbursement of administrative and out-of-pocket expenses. Additional expenses incurred beyond the six percent will be subject to prior client approval. Client shall be required to prepay Edelman or direct pay vendors for any individual expense equal to or greater than US\$5,000. Client shall reimburse Edelman for all taxes, including, without limitation, taxes on the sale or use of goods and services, value added taxes, and general services taxes, imposed by any government or taxation authority, as a result of Edelman's performance of the Services; provided, however, that Client shall not be responsible for any taxes based solely on Edelman's income. Edelman shall not pass on to Client any rebate Edelman receives if such rebate is based on Edelman's overall purchase volume and not a purchase specifically and solely for Client's account. The costs of Edelman's outside legal services incurred to approve copy, deal with regulatory issues, arrange spokespersons, negotiate terms with vendors and suppliers engaged on behalf of Client, and other matters dealing with the provision of services will be billable to Client as a third party expense. Edelman shall provide for Client's prior approval, an estimate of legal expenses to be incurred.

- b) The Professional Staff Fees will be payable to Edelman on a monthly basis as set forth in article 8, paragraph a).
- c) Edelman recognises that it will be necessary to maintain a close and ongoing review of budgetary and billing procedures against their actual experience in order to determine the most cost-effective system and will include this item as a major priority within their review procedures.

8 Payment

Notwithstanding anything to the contrary in other articles of this contract, the GTCSC and related documentation:

- a) Payment shall be affected in four (4) instalments as follows:

- US\$ 42,400* on the signature of the contract;
- US\$ 42,400* on 15 October 2009;
- US\$ 42,400* on 15 November 2009;
- US\$ 42,400* on 15 December 2009.

*Amount includes 6% mark-up fee for administrative and out-of-pocket costs

- b) Client is entitled to withhold the payment of any portion of the Budget in the event that:

- i) any portion of the Services is not performed to the satisfaction of Client and is not rectified to the satisfaction of Client within thirty days (30) of receipt of Client's written notice for rectification;

- ii) portion of the Budget is disputed by Client on reasonable ground and that Client has provided Edelman with written detailed notification of such dispute within thirty (30) days of the invoice date;

9 Reporting and Evaluation

- a) Edelman shall provide Client with a monthly evaluation report, to be delivered by the end of each month. Said evaluation report shall be based on the Services as described in article 5, paragraphs e) and f), and shall give an overview of the results achieved so far;
- b) A final evaluation report of all results achieved by the mandate shall be provided to Client until December 21, 2009.

10 Indemnification

- a) Client represents and warrants that the materials and information it provides to Edelman are accurate and complete and that it is the owner or licensee of all intellectual property rights sufficient to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing Services for Client. Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs (collectively "Claims") that arise out of or relate to: (i) information, statements or materials (including any Claims relating to intellectual property rights therein), prepared or provided by Client, that Client redirected Edelman to use or that were approved by Client, including, without limitation, any Claims of infringement or misappropriation of copyright, trademark, patent, trade secret or other intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel, (ii) product liability or death, personal injury or property damage arising out of, or relating to, Client's acts or omissions or Client's products, services or equipment; and/or (iii) Client's negligence or wilful misconduct.
- b) Edelman shall defend, indemnify and hold Client harmless from and against any Claims that arise out of, or relate to Edelman's negligence or wilful misconduct in performing the Services under this contract.
- c) The indemnifying party's obligations under this contract are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defence and settlement of a Claim (provided that the indemnifying party may not settle any Claim in a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defence and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defence thereof with counsel of its choosing at its own expense.
- d) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, THE GTCSC, OR RELATED DOCUMENTATION, EXCEPT IN THE EVENT OF UNLAWFUL INTENT OR GROSS NEGLIGENCE ON BEHALF OF EDELMAN:
 - i. EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN PURSUANT TO THIS AGREEMENT.
 - ii. EDELMAN SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES.

- e) This section shall survive termination or expiration of the present contract.

11 Termination

- a) Either party may terminate this contract for any reason by providing the other party with not less than thirty (30) days' written notice. In addition, either party may terminate this contract upon ten (10) days' written notice to the other party in the event of a material breach of this contract (including non-payment of any invoice), if such breach is not corrected by the other party within the ten-day period. Either party may immediately terminate this contract if the other becomes insolvent; is unable to pay its debts as they mature; is the subject of a petition in bankruptcy or of any other proceeding under bankruptcy, insolvency or similar laws; makes an assignment for the benefit of creditors; or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated. The respective rights and duties of the parties shall continue in full force and effect during the notice period. Upon expiration or termination of this contract, Client shall pay Edelman fees up to the termination date and reimburse Edelman for expenses incurred up to the termination date. In addition, Client shall either assume liability or pay Edelman for non-cancellable expenses committed to be incurred prior to the termination date. Notwithstanding anything to the contrary in this contract, the GTCSC or related documentation, Edelman shall not be liable to Client for any damages due to termination of this contract.
- b) This section shall survive termination or expiration of the present contract.

12 Confidentiality

Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this contract. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this contract if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this contract; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party.

13 Intellectual Property

- a) Unless specifically provided for and paid for by Client, Edelman does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client. Nothing in this contract shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.
- b) Upon payment in full of all amounts due and owing Edelman with respect to the applicable Services, all intellectual property rights in the materials Edelman creates in connection with such Services which arise from the performance of this contract are the property of Client. Notwithstanding anything to the contrary in this contract, the GTCSC and related documentation, Client shall obtain no ownership interest in (i) third party materials, including, without limitation, stock photography, (ii) materials prepared by Edelman prior to or outside the scope of this Agreement, even if customized for Client, and (iii) materials Edelman considers proprietary, including but not limited to, media lists, media training guides, influencer lists, data bases, BrandCARE™ materials and proposals Edelman submits to Client that Client does not engage Edelman to implement. Upon Client's request, and at Client's expense, Edelman shall

use reasonable efforts to obtain from any third party any and all assignments and releases necessary to grant Client the rights of such third party. This Section shall survive termination or expiration of this Agreement.

- c) Edelman is obligated to immediately reject any claims from third parties with respect to the infringement of intellectual property rights. Notwithstanding anything to the contrary in this contract, the GTCSC or related documentation, Edelman shall have no obligation to defend or indemnify Client for any Claims with respect to the infringement of intellectual property rights, except for Claims arising out of or related to Edelman's proprietary materials incorporated into deliverables provided hereunder.
- d) Client is obligated to immediately inform Edelman about such claims and to provide all documents necessary for rejecting such claims, unless prevented by reasons of confidentiality.

14 Social Security / Insurance

- a) Edelman shall insure himself against risks of illness or accident, or death arising from illness or accident. The insurance premiums involved shall be payable by Edelman.
- b) Edelman shall be bound to deduct such contributions in respect of himself as are due to the social insurance institutions established by law, and to pay such contributions to the institutions for which they are intended.
- c) Edelman shall be solely responsible for the payment under applicable law of all taxes and fees, including VAT, becoming due in respect to this contract.

15 Assignment

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

16 Force majeure

Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform, except for the failure to pay any amounts due hereunder. If a force majeure event remains in effect for more than thirty (30) days, the other party may terminate this contract.

17 Notice

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

If to Edelman: Mr. Robert Rehg, Daniel J. Edelman, Inc., 1875 Eye Street, NW, Suite 900,
Washington, DC 20006.
Facsimile: 202.371.6529
E-Mail: rob.rehg@edelman.com

With a copy to:
Office of the General Counsel, Daniel J. Edelman, Inc., 200 East Randolph Drive, 32nd
Floor, Chicago, IL 60601
Facsimile: 312.297.6990.

E-Mail: shan.bhati@edelman.com and peter.petros@edelman.com

If to Client: Mr. Norbert Bäerlocher, Counselor, Head of Communications, Embassy of Switzerland,
2900 Cathedral Avenue, NW, Washington, DC 20008
Facsimile: 202.387.2564
E-Mail: norbert.baerlocher@eda.amin.ch

18 Adverse representation

- a) Edelman represents and warrants that its records reveal no existing representation of another client on any matter adverse to Client and that there are no parties adverse to Client in this matter.
- b) Without prior consent of Client, Edelman shall not undertake any adverse representation in the future that is substantially related to this representation, nor shall it undertake any substantially related adverse representation with respect to any other matter it may subsequently undertake on Client's behalf.

19 General Provisions

- a) Edelman shall undertake to carry out the present contract with due care and diligence and thereby safeguard the interests of Client.
- b) In the case of subcontracts or other contracts with third parties selected by Edelman, Edelman shall be responsible for the acts of such third parties.
- c) Edelman confirms that it has taken note of the General Terms and Conditions for Service Contracts and shall undertake to comply with them.
- d) Edelman shall inform Client immediately of any exceptional situation arising during the execution of the contract, which may endanger its realisation and/or require substantial modification of its aims.

20 Compliance with Laws

Each party shall comply with, and be in compliance with, all applicable federal, state and municipal statutes, laws, ordinances and regulations, including, without limitation, anti-corruption laws.

21 Right of Examination

Client, any third parties designated by Client, and the Swiss Federal Audit Office are authorised to check all documents concerned with the execution of this contract and/or to ask the opinion of Edelman.

22 Annexes

The following documents are enclosed and forms an integral part of the present contract:

- General Terms and Conditions for Service Contracts of the Swiss Federal Procurement Commission of 01 March 2001. (as used herein, "GTCSC").

In case of inconsistency or conflict between this contract and the GTCSC and/or Swiss Code of Obligations, the contents of this contract will prevail.

23 Amendments

Any modification and amendment of the present contract shall be made in written with the consent of both parties.

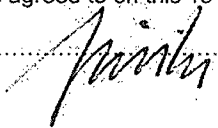
24 Applicable law and place of jurisdiction

- a) The General Terms and Conditions for Service Contracts of the Swiss Federal Procurement Commission of 01 March 2001 are enclosed and form an integral part of the present contract.
- b) Conditions not covered therein shall be governed by the Swiss Code of Obligations.

This present contract is executed in two copies, of which each party shall receive one copy.

Accepted and agreed to on this 15 day of September, 2009.

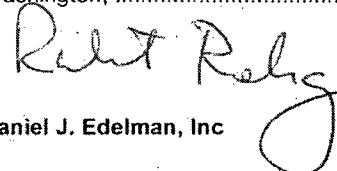
Washington,



Swiss Confederation
Federal Department of Foreign Affairs
Embassy of Switzerland

By:
Mr. Urs Ziswiler
Ambassador
Embassy of Switzerland
Washington, D.C.

Washington,



Daniel J. Edelman, Inc

By:
Mr. Robert Rehg
President
Edelman-Washington, D.C.
Washington D.C.

CRM/ISS/REGISTRATION UNIT

2009 OCT -6 AM 10:43

Encl.

- General Terms and Conditions for Service Contracts of the Swiss Federal Procurement Commission of 01 March 2001

Copy:

General Terms and Conditions for Service Contracts

1. Scope of application

- 1.1 These general terms and conditions govern the conclusion, content and performance of service contracts (with the exception of construction services).
- 1.2 When the bidder submits the offer, he/she is deemed to have accepted these general terms and conditions.
- 1.3 Changes or amendments must be confirmed in writing by the procurement office.

2 Offers

- 2.1 The offer including any demonstrations is free of charge to the procurement office unless stated otherwise in the tender.
- 2.2 The bidder submits the offer based on the tender. He/she is free to submit additional alternatives.
- 2.3 The offer remains binding for three months after it is submitted.

3. Pricing

- 3.1 The bidder performs his/her obligations for a fixed price or in accordance with costs with an upper price (cost ceiling). In the latter case the bidder discloses the types of costs and the corresponding rates in his offer.
- 3.2 The price covers all work performed by the bidder which is necessary for the proper performance of the contract. In particular, the price covers any and all additional expenses such as petty cash and secretarial services, all social insurance payments and other compensation payments for illness, disability or death as well as all taxes or other public fees. Inflation shall be taken into account only if the parties specifically agree to it in writing.
- 3.3 The payments shall be made in accordance with the payment schedule. It depends upon the work progress and the actual expenses. When due, the bidder submits the corresponding invoice. The procurement office makes the payments within 30 days after receipt of the invoice.

4. Performance

- 4.1 The bidder is obligated to fulfill the contract expertly and with care.
- 4.2 Changes or amendments to the contract must be made in writing.
- 4.3 The bidder shall regularly inform the procurement office about the work progress and shall inform it immediately in writing about circumstances which may hinder the proper performance of the contract. The procurement office is entitled to inspect and control all aspects of the contract at any time.
- 4.4 Generally, the bidder shall perform his/her obligations personally and is not authorized to obligate the procurement office to third parties.
- 4.5 For the performance of the obligations, the bidder shall carefully select well trained employees. In particular, he/she shall take into account the procurement office's interest in continuity. Upon request by the procurement office the bidder shall replace employees who do not have the necessary know-how or otherwise hinder the proper performance of the contract in a timely manner.

5. Intellectual property rights

- 5.1 All intellectual property rights which arise from the performance of the contract (rendering services) are the property of the procurement office.
- 5.2 The bidder is obligated to immediately reject any claims from third parties with respect to the infringement of intellectual property rights, and to bear all resulting costs incurred by the procurement office, including payment of damages.
- 5.3 The procurement office is obligated to immediately inform the bidder about such claims and to provide all documents necessary for rejecting such claims, unless prevented by reasons of confidentiality.

6. Confidentiality

- 6.1 The contractual parties shall keep confidential all information which is not generally known or in the public domain. Confidentiality has to be maintained even before signing the contract and the confidentiality requirement remains valid after the fulfillment of the contractual relationship. Legal disclosure obligations remain reserved.

CRM/ISS/REGISTRATION UNIT

2009 OCT -6 AM 10: 43

6.2 If the bidder wants to advertise the contractual relationship or make it public otherwise, prior written approval of the procurement office is required.

7. Delinquency

7.1 The bidder is immediately considered delinquent if he/she does not comply with the deadlines agreed upon by the parties, and in all other cases upon receiving a reminder setting another deadline or extension.

7.2 If the bidder does not perform by the end of the extended deadline, the procurement office may terminate the contract in writing. The services performed until termination must be compensated.

7.3 **If a bidder is delinquent, a penalty in the amount of 1 % of the purchase price per day of delay is assessed, but not more than 10 % of the total purchase price. The payment of the penalty does not exempt the bidder from performing the contractual obligations. In cases of force majeure, no penalty shall be imposed:**

8. Guarantee

8.1 The bidder is liable for faithful and careful performance and guarantees that his/her performance will conform to the contractual conditions and specifications as well as that it will correspond to the current state of the art.

8.2 The bidder is liable for damages that his/her employees cause in the course of performing the contractual obligations.

9. Termination

9.1 The contract may be revoked or terminated in writing by either party at any time. The work performed until the termination of the contract shall be compensated.

9.2 Claims for damages due to untimely termination of the contract remain reserved. Claims for compensation for lost profits are excluded.

10. Assignment

The supplier's claims arising from the contract may not be assigned without the procurement office's prior written consent.

11. Principles

11.1 For the work performed in Switzerland, the supplier shall comply with the labor protection laws and working conditions for the supplier's employees applicable at the place of performance. The supplier guarantees equal treatment of men and women, particularly with respect to equal pay for equal work. Union contracts and standard employment contracts serve as the basis for the working conditions. If such contracts do not exist, the local and standard working conditions at the place of performance apply. The supplier is obligated to legally bind all subcontractors to abide by the above principles.

11.2 **Suppliers who do not adhere to the principles stated in Clause 11.1 shall be liable for a penalty amounting to 10% of the value of the contractual amount but not less than CH 3,000 and not more than CHF 100,000.**

12. Applicable law and place of jurisdiction

12.1 These general terms and conditions apply. Conditions not covered herein are governed by the Swiss Code of Obligations.

12.2 Place of jurisdiction is Bern, unless otherwise specified by contractual agreement.