

General Terms And Conditions Of Purchase Young & Rubicam Group NV

1. Application

- 1.1. These terms and conditions of purchase apply to every order of Young & Rubicam Group, despite any contrary terms and conditions of the supplier. Any deviations shall only apply if agreed in writing by the parties.
- 1.2. Orders and agreements are only binding if they were made in writing, i.e. by letter, fax or by e-mail and signed by an authorised representative of Young & Rubicam Group.
- 1.3. Barring written notice to the contrary within three (3) working days after the date specified on the order form, the order is deemed to have been accepted by the supplier under the general terms and conditions of purchase. In case of a full or partial refusal, Young & Rubicam Group reserves the right to change or cancel the order without the supplier being entitled to any compensation.

2. Delivery - Terms Of Delivery

- 2.1. The supplier undertakes to deliver the goods and/or services free of charge during office hours at the address specified on the order form.
- 2.2. The goods are transported at the supplier's risk.
- 2.3. The specified term of delivery constitutes a commitment for the supplier and must be strictly respected.
- 2.4. If the supplier does not respect its commitment to deliver within the agreed term, Young & Rubicam Group can immediately cancel the order by ordinary letter, without requiring a prior notice of default and without precluding Young & Rubicam Group's right to claim damages. The supplier shall also assume liability vis-à-vis both Young & Rubicam Group and vis-à-vis the customer of Young & Rubicam Group who might suffer damage as a result of this delay or non-delivery.
- 2.5. The supplier undertakes to deliver the goods and/or services in compliance with and with observance of the applicable laws including among others, the privacy act.

3. Acceptance

- 3.1. Young & Rubicam Group reserves the right to return or refuse goods or services that do not meet the properties or qualities specified in the order request, this includes the agreed quantities thereof, at the supplier's expense, without prejudice to the right to claim damages for the non-observance of the order request and/or either (1) to allow the supplier to make a new delivery without additional costs for Young & Rubicam Group, (2) to immediately cancel the order without prior notice of default and any possible damage claim.
- 3.2. Acceptance does not cover any hidden defects and the supplier remains liable for this.

4. Payment

- 4.1. Barring indication to the contrary the prices on the order forms are in euros. They are final, will not be reviewed and are not subjected to indexing and are assumed to include free delivery of the goods.
- 4.2. Following acceptance of the delivery by Young & Rubicam Group the supplier shall send a correct invoice in duplicate. The invoice shall be addressed to the accounting department and must at least contain the following information:
 - The order reference number specified on the order form to which the invoice refers.
 - The vat number of Young & Rubicam Group and the supplier.
- 4.3. Unless otherwise agreed in writing, the undisputed invoices shall be paid within 60 days starting from the last day of the current month. The payment of invoices received without order form or after the fifth working day of the month following the date of invoicing shall automatically be delayed a month without damages.

5. Rights

- 5.1. The supplier declares to fully, exclusively and for the whole world, wholly or partly transfer the intellectual property rights, which, not exhaustively shall be understood to mean the copyright, rights to trademarks, rights to databases, rights to computer programs, know-how as well as patent rights and the related rights connected with the created works and the performance accepted by Young & Rubicam Group to Young & Rubicam Group in the context of the order form.
- 5.2. The supplier also declares to transfer all moral rights (image right, name right, etc.) relating to the works created and performed by the supplier to Young & Rubicam Group. The transfer applies for the entire term of the right in question and covers all works, creations and performance conceived or developed by the supplier alone or with the co-operation of other people (servants, independent employees, subcontractors, etc.). The rights are immediately transferred and assigned to Young & Rubicam Group at the moment of creation.
- 5.3. With regard to rights that already existed when the order was placed, they shall belong to Young & Rubicam Group as soon as the order form is signed. The supplier also transfers all the supporting material on which the work was wholly or partly created.
- 5.4. The transfer is permitted for every form or method of operation (full or partial reproduction, adaptation, translation, distribution, communication to the public, additional and derivate use, etc.).
- 5.5. The supplier declares to be the holder or the assignee of the transferred rights. With a view to this he undertakes to enter into any agreement that is necessary for the transfer of the rights of his employees, subcontractors, executive artists and authors of original works as well as every intervening third party. The supplier indemnifies Young & Rubicam Group against any recourse that could be exercised by these people. The supplier undertakes to provide every support to Young & Rubicam Group, to make any declaration and sign any document that could be useful to us to prove, lay down or guarantee, in any way whatsoever, in all countries, the transfer of the copyright as referred to in this article. The supplier shall pay all the costs that we, within the context of our defence or negotiations, need to incur and shall compensate us in full for any damage Young & Rubicam Group might suffer as a result of a claim of a third party, including any shortcoming we might suffer as a result of the withdrawal or the restriction of the enjoyment of the works.
- 5.6. The consideration for the transfer is included in the agreed price and laid down in the order form. Non-payment for a valid reason of the price shall not impair the transfer.
- 5.7. From the individualisation of the good and/or the service, Young & Rubicam Group becomes the owner. However, the supplier shall still bear the risk of the good until the moment of receipt by Young & Rubicam Group.
- 5.8. Models, ideas, creations, or other documents given by Young & Rubicam Group to the supplier for an order or the execution thereof are Young & Rubicam Group's property at all times and may not be notified to third parties. Nor may these documents be modified or corrected without Young & Rubicam Group's written consent. They need to be returned on simple request and at least after delivery.

6. Prohibition Of Hiring Other Party's Staff

- 6.1. The supplier undertakes not to carry out one of the following acts, nor to take part in them in any capacity (including as owner, partner, employee, manager, director, adviser, consultant, shareholder, client, agent) be it directly or indirectly (whether it is personal or by mediation or payable by or in co-operation with a legal or physical person, via an agent or not):
 - Encourage, convince or in any other way persuade an employee of Young & Rubicam Group to resign.
 - Encourage, convince or in any other way persuade an employee or supplier of Young & Rubicam Group to wholly or partly suspend his professional activities.
 - Hire an employee or supplier of Young & Rubicam Group.
- 6.2. The term of this non-hiring is up to one (1) year after the date of the last invoice. If the supplier violates the provisions of this article without prior consent, he undertakes to pay fixed damages to the amount of 12 months gross salary.

7. Confidentiality

- 7.1. The supplier shall not make public any information, whatsoever, obtained from Young & Rubicam Group under the agreement or following the reaching of the agreement without Young & Rubicam Group's explicit written consent.
- 7.2. The supplier undertakes to notify his employees, servants, independent employees, subcontractors, etc. Of the confidential character of the obtained information and takes responsibility for the fact one of these, or several, might make the information public.
- 7.3. The supplier undertakes to take all necessary measures to block access to confidential information by third parties and is responsible for this.
- 7.4. The aforementioned commitment applies for an indefinite period of time.

8. Subcontracting

Barring prior written consent Young & Rubicam Group is not obliged to accept subcontracted work, goods or services.

9. References

The supplier shall refrain from including Young & Rubicam Group and/or customers of Young & Rubicam Group in its portfolio and/or making any reference or publicity in any way with regard to the delivered goods and/or services in accordance with the order form, unless it is with Young & Rubicam Group's prior written consent.

10. Cancellation

Without prejudice to its right to damages, Young & Rubicam Group has the right to cancel all or part of the order without notice of default in case of liquidation, dissolution, bankruptcy protection, bankruptcy, suspension of activities on the part of the supplier.

11. Engagement

Young & Rubicam Group is part of the wpp group and respects the ethical principles of the group when handling its business. These principles have been described in the "wpp corporate responsibility report", which is available on the following website: www.wpp.com.

The supplier undertakes to accept the same commitment and hereby respects the principles specified in the "wpp code of business conduct for suppliers" on www.wpp.com/wpp/about/how-we-buy/.

12. Dispute

This agreement is governed by Belgian law. The courts of the registered office of Young & Rubicam Group have exclusive jurisdiction to hear any disputes.