

## Standard Terms & Conditions

### 1 Agreement to Act as Agency

1.1 The “**Client**”, the company named in any relevant statement of work, media schedule, estimate or invoice to which these Terms & Conditions apply (the “**SoW**”), appoints McCann Erickson Central Limited (the “**Agency**”) to carry out, and the Agency agrees to provide, the services outlined in the SoW (the “**Services**”) to the Client during the Term (as defined below) in accordance with these Terms & Conditions.

1.2 Any changes or additions to the Services provided by the Agency must be agreed in writing between the Agency and the Client. The Agency will take all reasonable steps to comply with any such request from the Client provided that the Agency is able to do so within its contractual obligations to suppliers.

1.3 In the event of any such cancellation, amendment or addition to the Services provided the Client will reimburse the Agency for any charges or expenses committed to or incurred by the Agency. The Client shall also pay the Agency’s remuneration covering the cancelled or amended Services as well as any charges imposed on the Agency by third parties arising from the cancellation or amendment.

1.4 The Agency will allocate suitable personnel with appropriate levels of experience and seniority to provide the Services. The Client acknowledges and agrees that it may be necessary for the Agency to replace the personnel with alternative personnel with similar levels of seniority and experience.

1.5 The Agency acts in all its contracts as a principal at law and the Client appoints the Agency as sole provider to perform the Services.

1.6 The Agency may outsource or sub-contract its performance of the Services or part thereof with the prior consent of the Client, such consent not to be unreasonably withheld or delayed.

1.7 In the event the Client requests the Agency to provide any of the services as set out in Schedule I (“**Specialist Media Services**”) the supplemental terms set out in Schedule I shall apply pursuant to which the Agency and/or Agency Affiliates (as defined in Schedule I) may provide such Specialist Media Services.

### 2 Term of Appointment

2.1 These Terms & Conditions shall be effective from the date of the first relevant SoW and shall continue until all Services are completed and delivered pursuant to any and all relevant SoW, or unless terminated pursuant to Clause 7 (the “**Term**”).

### 3 Co-operation

3.1 The Client will give the Agency clear briefings and ensure that all the facts given about the Account are accurate. The Agency will co-operate fully with the Client and use reasonable care and skill to make the Materials (as defined below) as successful as is to be expected from a competent communications agency. The Client will help the Agency do this by making available to the Agency all relevant information and co-operating with the Agency.

### 4 Fees and Production Costs

4.1 The Client shall pay the Agency the fee for the Services as set out in any relevant SoW, or as otherwise agreed between the parties in writing, (the “**Fee**”). Unless otherwise stated in the SoW, the Fee is earned on a fixed and non-reconcilable basis and shall be payable in addition to all production, studio costs, and other disbursements and expenses committed to or incurred.

4.2 All production costs and expenses are normally invoiced at the value of estimates set out in the relevant SoW.

4.3 The Client will pay all Fees and other production costs and expenses within 30 days of the date of the invoice, or as otherwise agreed between the parties in writing. Where suppliers require payment in advance or at various stages of production, the Agency will notify and obtain the Client’s written agreement in advance and payment will be made immediately upon presentation of invoice or by the date specified thereon.

4.4 POs will be issued in advance for all work to be paid for by the Client. Should this not be possible, the Client must approve the estimate in writing in advance and this will serve as sufficient authority until the PO is issued.

4.5 All Fees and other charges issued by Agency shall be exclusive of VAT or other taxes. In addition to the charges issued by Agency, Client shall be solely responsible to pay all VAT and other tax charges that are levied or imposed by reason of the transactions contemplated by these Terms & Conditions.

### 5 Media Charges

5.1 In respect of media buying Services, the Agency shall invoice media costs payable by the Client for media space booked by the Agency based on the negotiated gross cost of media less the standard agency discount given by the media owner or as otherwise as approved by the Client on the relevant SoW (“**Media Charges**”) together with the associated Fee and any industry related charges as set out in Clause 5.5.

5.2 The Client acknowledges and understands that media costs, ratings and/or other campaign metrics as set out in any SoW represent estimates based on market predictions and that the final actual pricing, channel share and/or ratings performance may therefore differ from that set out in any SoW.

5.3 The Agency purchases media on behalf of its clients as principal and at its own risk and may, on occasion, receive from the media owners volume or other discounts, bonuses, free or discounted media space or any other equivalent benefit (“**AVBs**”) derived from the Agency’s aggregate spend across many clients. The Client hereby agrees that the Media Charges incurred by the Agency for the Client pursuant to this agreement/schedule may be aggregated in any such Agency AVB arrangements with media suppliers. The Agency reserves the right to utilise such AVBs to discount media costs to the Agency and, in such instances, the final media costs payable by the Agency to relevant media owners may differ from the Media Charges payable pursuant to these Terms and Conditions. The Agency will always act in media neutral manner in the delivery of the media buying and planning Services hereunder.

5.4 In the absence of any agreement between us whereby the Agency verifies the placement of advertisements it is the clients’ responsibility to notify the Agency in writing within 30 days of date of insertion if the Client advertisement does not appear or is to a different specification than that agreed in accordance with this Media Schedule. In the absence of such notification the advertisements will be deemed to have appeared as specified and are payable in full by the Client.

5.5 The Agency shall also invoice the Client, as applicable, the following industry related charges:

- Charges for Donovan Data Systems Limited at 0.175% of the sum of Media Charges, or such other rate as advised by the Agency to the Client in advance from time to time;
- British Advertising Research Bureau levy applicable to television advertising at 0.3% of Media Charges or such other rate as advised by Agency to Client in advance from time to time;
- In order to fund the UK self-regulatory system, a levy is payable to the Advertising Standards Board of Finance (“**ASBOF**”) in relation to non-broadcast advertising and to the Broadcast Advertising Standards Board of Finance (“**BASBOF**”) in relation to broadcast advertising. The ASBOF levy will be a percentage to be determined by ASBOF from time to time (currently 0.1%) of the Media Charges for outdoor, cinema, paid-for search, mobile and press display advertisements (excluding classified lineage, semi-display and any displays, screenings and publications outside the UK), the postage cost of direct mailings in the UK, and internet advertising in paid for space. The BASBOF levy will be a percentage to be determined by BASBOF from time to time (currently 0.1%) of the Media Charges for broadcast advertisements in the UK

5.5 Payment terms are 28 days from date of invoice, with the exception of TV media which is due within 15 days of the date of invoice. Surcharges applied by media owners may be levied in the case of late payment. The Client accepts it will be liable for such late copy charges if we, the Agency, are not responsible for providing such copy or at fault for failing to do so on time.

### 6 Intellectual Property Rights and Warranties

6.1. When the Agency is providing creative services the Agency shall discuss with Client on a case by case basis, which usage rights in pre-existing materials and commissioned materials are required and negotiate to obtain these on Client's behalf at the Client's cost.

6.2 At the end of the Term or relevant SOW the Agency shall, upon the Client's request, and provided all material obligations of the Client arising from these Terms & Conditions have been met, assign to the Client the intellectual property rights capable of assignment in the material created solely by the Agency specifically for the Client (the "Materials"). To the extent that any intellectual property rights in the Materials are not capable of assignment pursuant to this clause, the Agency shall procure for the Client an agreed and most appropriate licence.

6.3 The Agency warrants that its own work in the Materials is original work of the Agency and does not infringe any third party rights and that where work is commissioned or licenced that appropriate licences are obtained.

6.4 Notwithstanding the above the Agency shall, with the Client's written consent, be able during and after the relationship to use the materials created for the purpose of promoting its own business and for purposes associated with the entry and conduct of advertising industry awards schemes.

6.5 Where the Agency is providing media services the Client warrants that: (i) it is the owner, licensor or has the right to authorise use of all the advertising content provided by it or its authorised third parties and agents to the Agency (The Advertising) and this will not infringe copyright, trade marks, trade names, design rights or data base rights (the Intellectual Property Rights) of any third party and will not contain any material which is obscene, offensive, defamatory and will comply in all respects with all relevant laws, rules and Regulations; (ii) in the event that Agency grants the Client access to any third party services (including, without limitation, any technology or third party platforms) as part of the Services, the Client shall comply with all applicable privacy policies, terms and conditions and/or any other instructions communicated to Client by Agency, or the applicable third party (it being acknowledged by the Client that, for example, third party providers such as Google's DoubleClick Bid Manager may use data gathered from Agency Group Companies and/or Client's use thereof in a manner that does not identify such Agency or Client or end users as the source of such data); and (iii) Agency Group Companies may use their proprietary pixel management system together with third party pixel tags, web beacons, technology and other relevant tags ("Tags") to collect and/or use IP Addresses, cookies, non-personal data or anonymous user data from one or more of Client owned and/or operated websites ("Data").

6.6 The Client shall indemnify the Agency and keep the Agency indemnified in the event of any losses, costs and expenses (including reasonable legal costs) of whatsoever nature suffered by the Agency in connection with a breach or an alleged breach of Clause 6.5. If there is an error in Advertising as published or publication is delayed or does not occur as planned, the Agency will not be liable unless this is caused by the wilful default or gross negligence of the Agency.

## **7 Termination**

7.1 Either party may terminate these Terms & Conditions by giving the other party written notice as set out in the relevant SoW. In the absence of a specific notice period in the relevant SoW, the terminating party shall provide such notice as is reasonable having regard to the relevant SoW.

7.2 Either party may terminate these Terms & Conditions immediately by notice in writing to the other if the other party is in material breach of any of these Terms & Conditions and, in the case of a breach capable of remedy, fails to remedy such breach within 30 days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it.

## **8 Liability**

8.1 The Agency's maximum aggregate liability under these Terms & Conditions is no greater than the total Fees paid to the Agency under the relevant SoW. Neither party shall be liable for any indirect or consequential losses.

## **9 Miscellaneous**

9.1 The cost to the Agency of materials or services purchased overseas may be more or less than the cost anticipated as a result of fluctuations in the rate of currency exchange. If so, the Agency will charge the Client at Lloyds TSB Bank plc's exchange rate on the date the Agency pays for the relevant materials or services.

9.2 A person who is not a party to these Terms & Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms & Conditions.

9.3 These Terms & Conditions constitute the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of these Terms & Conditions. No variation of these Terms & Conditions or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties. Unless specifically stated in these Terms & Conditions or in any relevant SoW, where there is any discrepancy between the terms contained herein and those stated on any relevant SoW the terms of these Terms & Conditions shall take precedence.

9.4 The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales and agree that these Terms & Conditions will be governed by and construed in accordance with the laws of England and Wales.

**Schedule 1 – Supplemental Terms for Specialist Media Services**

1. These Supplemental Terms for Specialist Media Services cover the services detailed below (“Specialist Media Services”) provided by the Agency and/or one or more of the Agency’s group companies listed below or any companies operating under the brand names below providing such services (“Agency Affiliates”).

Agency Affiliate	Services
Orion Media Savings	Media Savings
Ansible	Media buying
Rapport	OOH & Print Production
Cadreon	Programmatic
Reprise	Search
Society	Social

2. General Terms. In the event of any conflict between the Terms and Conditions and the terms in this Schedule 1, this Schedule 1 will prevail solely with respect to the Specialist Media Services described herein. Media Charges and other costs and related expenses, including any Fee to be paid to the Agency or any Agency Affiliate for providing Specialist Media Services, shall be approved by Client in writing including in a statement of work, media buy authorization, media plan, insertion order, purchase order, or otherwise pursuant to these Terms and Conditions (an “Approval”). Unless otherwise designated under an Approval, the Specialist Media Charges will be fixed and non-reconcilable. The Specialist Media Services will be subject to performance verification reporting only as provided by the Agency or that Agency Affiliate rather than any audit process specified in the Agreement. Ad serving, ad verification or technology costs associated with the implementation and measurement of media campaigns executed by Agency or Agency Affiliates shall be charged in addition to any Specialist Media Charges.

3. Platforms: By executing an Approval, Client authorises Agency and/or the relevant Agency Affiliate to purchase media including through one or more search engines, social media publishers, media exchanges, platforms, technology providers, web publishers or websites run by companies such as Google, Facebook or others (together, “Platforms”), which require Client to be subject to certain terms and conditions. Client acknowledges that in order to use certain Platform features or functionalities for Client’s benefit, including any beta features, certain additional terms may apply to Client. Agency and/or the relevant Agency Affiliate will pass through to Client any warranties, representations and indemnifications that Agency or the relevant Agency Affiliate are able to secure from the Platforms for the benefit of Client, but Agency and Agency Affiliates are not otherwise liable for the Platforms.

4. Tagging: The Client hereby authorises the the Agency or Agency Affiliates when providing ad serving, programmatic media, analytics, retargeting, or search, to use third party cookies, pixel tags, web beacons, technologies, and other relevant tags and data sources (together, “Tags”) to collect and use data (which may include IP addresses and other device identifiers) gathered with respect to one or more of Client’s owned and/or operated or affiliated websites (collectively, the “Sites”). Client acknowledges to the Agency and its Affiliates that it is solely responsible for the relevant privacy policies on the Sites, to ensure that data collection through Tags and data usage complies with all applicable laws, rules and regulations, including but not limited to applicable data/privacy laws, self-regulatory principles, guidelines, rules and codes of conduct (e.g., EDAA) to which third parties providing services, platforms, and data as part of the Specialist Media Services are bound (collectively, “Applicable Laws”). Client represents, warrants and covenants that, with respect to each website, mobile app, or other digital property owned, operated or controlled by Client, Client does and throughout the term will: (i) prominently display and comply with a privacy policy that (A) fully, accurately, and clearly discloses that ads or other content may be served by third parties (including third-party ad servers), and that such third parties use or may use cookies or other code or technology to collect user information; (B) conspicuously enables or links to a page that enables the user to opt out of having data used for online advertising; and (C) otherwise complies with all Applicable Laws. Client represents, warrants and covenants that it will not sublicense or resell the Tags to any third party, or share the Tags with any third party without Agency’s or Agency Affiliate’s prior written approval.

5. All processes, methodologies, models, and data provided, developed, optimised or improved by Agency or an Agency Affiliate in connection with its provision of Specialist Media Services shall remain the property of the Agency or that Agency Affiliate. Neither Agency nor Agency Affiliates grant Client any rights in any third party data or information other than as expressly set out in this Schedule. Agency and Agency Affiliates shall not be subject to any non-compete provision in the Agreement.

6. Additional Terms Applicable to Orion Media Savings Programme:

Agency and/or Agency Affiliate allows Client to take advantage of certain trade agreements Agency and/or Agency Affiliate has established with media suppliers, under which Agency and/or Affiliate provides trade programming, capital assets and other consideration in exchange for an agreed value payable in airtime or other media by the media owner. This airtime or other media may be offered to Client at rates even lower than Agency’s or Agency Affiliate’s negotiated rates. Specifically, where a Client gives Approval for media to be placed with a participating media supplier where media credits are available, such media credits can be used by the Agency or its Affiliate to pay for a portion of the media placement thereby delivering media at a lower effective cost to the Client. Due to confidentiality agreements entered into between Orion and the participating media suppliers, the rates applied by such media suppliers are confidential and will not be disclosed to Agency, Agency Affiliate or Client.

7. Additional Terms Applicable to Programmatic Services:

Programmatic services may involve any media including but not limited to digital, online, mobile, video, social, television, radio, or out-of-home, and may include automated as well as direct buys. Programmatic Services may include audience identification and customization, the purchase of media to target those audiences (including across devices), and audience verification, analysis and reporting relating to such purchased media (together, “Programmatic Services”).

To enhance the effectiveness of and otherwise provide Programmatic Services to Client, the Client hereby authorises the Agency and/or relevant Agency Affiliate to utilize its proprietary pixel management system (“uTag”) to contain and manage the third party Tags. Upon termination of these Terms and Conditions Client agrees to cease all use of uTag by removing uTag from its Sites. In no event will Agency or Agency Affiliate be responsible for materials not provided by Agency or Agency Affiliate that Client uploads or stores in uTag.

8. Additional Terms Applicable to Search Services:

Client shall be solely responsible for approving relevant and appropriate keywords, titles and descriptions, listings, content, data and data feeds, advertisements and other relevant media ("Client Content") relating to Client's products or services. Client will review all such Client Content and confirm the legality, accuracy, completeness and propriety of such information and verify services requested are in compliance with Client's privacy policy. Client will also be responsible for the determination of infringement or non-infringement of any trademarks or service marks provided by Client.

Client acknowledges and agrees that a media supplier may, in its sole discretion, refuse to display or continue to display any of the Client Content, that a Client website may be excluded from search engine or social media platform at any time at the sole discretion of the search engine or platform, and that social media platforms may be changed by third parties that may adversely affect the visibility of the Client's social media profiles. Neither Agency Affiliate nor Agency shall be liable for such refusal, exclusion or changes.

In performing SEO services, neither Agency nor Agency Affiliates have control over exact positioning and traffic of search results, search engine result algorithms, or other factors, and therefore cannot guarantee any exact positioning of Client Content on search engines or other results. Client also acknowledges that search engines may take two (2) to four (4) months or longer to index new webpages or social media assets, and Agency or Agency Affiliate shall not be responsible for such timing. And, occasionally, search engines will drop listings for no apparent or predictable reason. Often listings will reappear without any additional submissions. Should the listing not reappear, Agency or Agency Affiliate will re-submit the website based on the current policies of the search engine in question.

Due to the competitiveness of some keywords and keyword phrases, ongoing changes in search engine ranking algorithms and other competitive factors, Agency and Agency Affiliates do not guarantee where Client will be positioned by the search engine for any particular keyword, phrase or search term.

If Client decides to submit to a directory which requires a fee and/or pursue paid linking opportunities, the costs will be passed through directly to Client and are incremental to any fixed fees contained in an Approval.

Client shall be responsible for implementing code changes to Client's website required in connection with search services. Neither Agency nor any Agency Affiliate shall be responsible for Client's overwriting SEO work to Client's website(s) (e.g., Client webmaster making changes and uploading over recommendations already provided).

Client website migrations and/or website redesigns that occur while services are being performed may affect such services. Neither Agency nor any Agency Affiliate shall be responsible for any delays, service disruptions, degradation in service or inability to perform due to Client website changes, and Client shall pay any additional costs or fees reasonably required to perform the previously-agreed services in light of the changes.