

DENTSU UK TERMS AND CONDITIONS FOR PRINT MEDIA BUYS

These Standard Terms and Conditions (the “**Terms**”) are intended to offer print media companies and advertising agencies a standard for conducting business in a manner acceptable to both. Each IO (as defined in the Definitions section below) together with these Terms constitutes a separate and independent agreement between the parties. These Terms are not intended to cover sponsorship and partnership arrangements or any content or production services.

DEFINITIONS

1. **Advertiser** means a person or entity whose products and/or services are the subject matter of an Advertisement.
2. **Advertisement(s)** or **Ad(s)** means any print advertisement requested by the Agency, including any artwork, visual material, copy or other intellectual property and content used to market and promote an Advertiser’s products and/or services on the Media Company Properties.
3. **Advertising Regulations** means any present or future applicable code of practice or adjudication of the Committee of Advertising Practice, Broadcast Committee of Advertising Practice or the Advertising Standards Authority and includes any applicable modification, extension or replacement thereof in force from time to time, together with other UK laws, statutes and regulations which are directly applicable to the Deliverables.
4. **Affiliate** means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity. Control means the power of a person to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution partnership agreement or other document regulation such person) that the affairs of another are conducted in accordance with its wishes and controlled shall be construed accordingly.
5. **Agency** means the advertising agency listed on the applicable IO.
6. **Agreement** means an IO and these Terms.
7. **Confidential Information** means all information of a confidential nature relating to, and which is proprietary and confidential to, the other party, its clients, customers, businesses, business plans or affairs, in the Disclosing Party’s possession or control, whether created before or after the date of this Agreement, whatever its format, and whether or not marked “confidential” and the terms of this Agreement, and negotiations relating to it.
8. **Disclosing Party** means the party disclosing (either directly or on its behalf) any Confidential Information to the Receiving Party.
9. **Deliverable(s)** means the inventory delivered by the Media Company.
10. **Intellectual Property Rights** means the following rights, wherever in the world enforceable, including all reversion and renewals and all applications for registration (i) any patents or patent applications; (ii) any trade marks (whether or not registered); (iii) inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration; (iv) copyright or design rights (whether registered or unregistered); (v) database rights; (vi) performer’s property rights as described in Part II, Chapter X of the Copyright Designs and Patents Act 1988 and any similar rights of performers anywhere in the world; (vii) any goodwill in any trade or service name, trading style or get-up; and (viii) any and all other intellectual or proprietary rights.
11. **IO** means a mutually agreed insertion order under which Media Company will deliver Ads on Media Company Properties for the benefit of Agency or Advertiser.
12. **Media Company** means the media company listed on the applicable IO.
13. **Media Company Properties** means any property(ies) specified in an IO that are owned, operated, or controlled by the

Media Company, where the Ad(s) will be published.

14. **Receiving Party** means the party receiving any Confidential Information from, or on behalf of, the Disclosing Party.
15. **Representative** means, as to an entity and/or its Affiliate(s), any director, officer, employee, consultant, contractor, agent, and/or attorney.

16. INSERTION ORDERS AND ACCEPTANCE

- a. The Agency may execute IOs from time to time that will be accepted in accordance with clause 1.2. As applicable, each IO may specify:
 - i. the type(s) and amount(s) of Deliverables required;
 - ii. the price(s) for such Deliverables;
 - iii. the start and end dates of the campaign.
- b. The Media Company will make commercially reasonable efforts to notify the Agency within 2 (two) business days of receipt of a\n IO signed by Agency if the specified Deliverables are unavailable. The IO and these Terms will be deemed accepted on the earlier of written (which, unless otherwise specified, for purposes of these Terms, will include paper, fax, or e-mail communication) approval of the IO by Media Company and Agency. Any modifications or revisions to an IO will be affected by cancelation of the original IO and resubmission of a new IO.
- c. Upon acceptance of an IO, the advertisement rates specified in an IO are fixed and may not be adjusted by the Media Company.
- d. An IO will be subject to these Terms to the exclusion of all other terms and conditions, including any terms and conditions which the Media Company purports to apply to any quotation, acknowledgement or any other document issued by the Media Company.

17. ADVERTISEMENTS

- a. In submitting an Ad to the Media Company, the Agency grants to the Media Company, a licence to use and print the Ad as included in the Deliverables, in accordance with, and for the purposes set out in, the IO.
- b. The Media Company will print and publish the Ad in the format and in the position as set out in the IO and/or in accordance with any other Agency instructions noted in the IO (or as otherwise agreed in writing between the Parties).
- c. The Media Company will not edit or modify the submitted Ad(s) in any way, including resizing the Ad(s), without Agency's prior written approval. The Media Company will use all Ads in strict compliance with this Agreement.
- d. The Media Company will print and publish the Ad on the date, time and/or edition set out in the IO or as otherwise agreed in writing between the Parties. The Media Company will provide the Agency with at least 10 (ten) business days' prior notification if it becomes aware that the Ad will be published earlier or later than the agreed date and time or edition set out in an IO in which case the Agency may (at its sole discretion) choose whether to (i) accept the change in publication date, time and/or edition; (ii) request a different publication date and/or time; or (iii) cancel the affected Ad and, in which case, the Agency will not be liable for payment for any such Ad.
- e. The Media Company will use commercially reasonable efforts to provide the Agency at least 10 (ten) business days' prior notification of any material changes to the Media Company Property that would materially change the target audience or materially affect the size or placement of the Ad specified on the applicable IO. Should such a modification occur with or without notice, as Agency's and Advertiser's sole

remedy for such change, Agency may cancel the remainder of the affected placement without penalty within the 10 (ten) day notice period. If the Media Company has failed to provide such notification, the Agency may cancel the remainder of the affected placement within 30 (thirty) days of such modification and, in such case, will not be liable for payment for any Ads placed upon the altered Media Company Properties.

- f. If the Ads provided by the Agency are damaged or are not to the Media Company's specifications, or otherwise unacceptable for bona fide reasons, the Media Company will use all reasonable endeavours to notify the Agency within 2 (two) business days of receipt of such Ads.
- g. The Media Company will, unless otherwise stated in the IO or with the prior written consent of the Agency, use all reasonable endeavours to ensure competitive separation of the Ad(s) from other advertisements for products or services of any competitors of the Advertiser to the extent that such competitors are identified in the IO.

18. CONTENT OF ADVERTISEMENTS AND WARRANTIES

- a. In submitting an Ad to the Media Company, the Agency warrants and represents that:
 - i. the Ad will not, when used in accordance with this Agreement and any written instructions given by the Agency or Advertiser, infringe third party Intellectual Property Rights;
 - ii. the Ad will comply with all applicable laws and regulations including but not limited to all Advertising Regulations;
 - iii. the Ads are accurate and complete in all material respects;
 - iv. the Agency has all necessary licenses and clearances to use the content contained in the Ads as specified on the IO and subject to this Agreement;
 - v. the Agency has the right to grant the licence to Media Company to use the Ad as contemplated by these Terms; and
 - vi. the Ad is not and does not contain content that is lewd, pornographic or obscene, excessively profane, racist, ethnically offensive, threatening, infringing, excessively violent, libellous, gambling-related, or promote any discriminatory activity, promote illegal drugs or arms trafficking, create a risk to a person's safety or health, compromise national security or interfere with an investigation by law enforcement officials or is offensive, misleading, deceptive or destructive, and does not promote, advocate or facilitate terrorism, terrorist-related activities or violence.
- b. The Media Company represents and warrants that Media Company has all necessary permits, licenses, and clearances to sell the Deliverables specified on the IO subject to this Agreement.
- c. The Agency and the Media Company each warrant that they shall at all times comply with all applicable laws, regulations and codes which are applicable to the performance of their respective obligations under this Agreement, including but not limited to the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018 when dealing with any such personal data.

19. EDITORIAL ADJACENCY GUIDELINES

- a. Media Company will not publish Ads (or allow Ads to be placed) without Agency's prior written approval, with any Media Company Properties, or any part thereof or any Media Company Property, or adjacent to any article or content, that involves, facilitates, advocates or promotes one or more of the following (**Editorial Adjacency Guidelines**):
 - i. discrimination on the basis of race, ethnicity, gender, religion, sexual orientation, age or disability;

- ii. libelous, defamatory, obscene, pornographic, sexually explicit (including related to prostitution), abusive, criminal, illegal drug-related, or violent activities;
- iii. illegal gambling or illegal substances;
- iv. sedition or other illegal activities;
- v. the offering of MP3, MPEG and/or other copyrighted materials for download, sale or otherwise, in any case without the permission of the copyright owner or otherwise in violation of copyright law;
- vi. the infringement, misappropriation or other violation of the rights of any person or entity;
- vii. distribution of malware or spyware; and
- viii. if applicable, any other Editorial Adjacency Guidelines as otherwise specified by Agency and/or Advertiser.

20. INVOICING AND PAYMENT

- a. The initial invoice will be sent by the Media Company upon completion of the first month's delivery, or within 30 (thirty) days of completion of the IO, whichever is earlier. Invoices will be sent to the Agency's billing address as set forth on the IO and will include information reasonably specified by Agency, such as the IO number, Purchase Order number, Advertiser name, brand name or campaign name, and any number or other identifiable reference stated as required for invoicing on the IO.
- b. All invoices (other than corrections of previously provided invoices) pursuant to the IO will be sent within 90 (ninety) days of delivery of all Deliverables. The Agency shall not be liable to pay any amounts in connection with campaigns for which an invoice was not received by the Agency within 90 (ninety) days of delivery of all Deliverables. Upon request by the Agency, the Media Company must provide proof of performance for the invoiced period.
- c. Failure to provide the required information on the invoice will render the invoice invalid and the invoice will not be deemed to have been received by the Agency. The Agency has the right to decline the invoice and will not be required to process payment under the invoice until it receives an invoice containing all of the information required by this provision. If the Agency declines an invoice hereunder, it shall provide notice thereof to the Media Company within a reasonable time.
- d. All invoices issued by the Media Company will be in British Pounds Sterling unless otherwise specified by the Agency.
- e. The Agency will make payment within 30 (thirty) days from receipt of such invoice or as otherwise stated in a payment schedule set forth on the IO. Where the Media Company has not received payment within the said 30 (thirty) day period the Media Owner may notify the Agency that it has not received payment in such 30 (thirty) day period and whether it intends to seek payment directly from Advertiser, and Media Company may do so 5 (five) business days after providing such notice.
- f. The Media Company reserves the right to charge interest on any monies due under a valid and undisputed invoice. Such interest shall be payable on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment, and will accrue each day at the rate of 4% a year above the Bank of England's base rate from time to time.
- g. The Media Company should invoice the Agency for the services provided on a calendar-month basis with the net cost (i.e., the cost after subtracting Agency commission, if any) based on actual delivery, flat-fee, or based on prorated distribution of delivery over the term of the IO, as specified on the applicable IO.
- h. For IO's whereby the cost is indicated to be at gross amounts, the Media Company must discount such

amount by 15% (fifteen percent) unless otherwise agreed in writing.

- i. Unless otherwise set forth by Agency on the IO, the parties acknowledge and agree that Agency enters into IOs and purchases all Deliverables detailed therein as legal principal.

21. CANCELLATION AND TERMINATION

- a. Unless designated on the IO as non-cancellable, the Agency may cancel the entire IO, or any part thereof, with 14 (fourteen) days' prior written notice to the Media Company, without penalty, for any Deliverable.
- b. Either the Media Company or the Agency may terminate an IO at any time if the other party is in material breach of its obligations, and if such breach is capable of cure, such breach is not cured within 10 (ten) days after receipt of written notice from the non-breaching party requiring the remedy of such breach.
- c. In the event the Media Company becomes insolvent or unable to pay its debts as and when they fall due, or a receiver is appointed over the Media Company's assets, or an assignment is made for the benefit of the Media Company's creditors, or the Media Company becomes unable to perform its obligations under this Agreement, the Agreement will immediately terminate without further formality, and the Media Company will only be paid for work satisfactorily completed as at the date of termination.

22. AUDIT

- a. The Agency will have the right to perform or have a third party perform an audit of the Media Company's data to ensure that it has complied with the IO. For any discrepancies that exceed the 10% of the value of the relevant IO, the Media Company will negotiate in good faith with the Agency and/or the Advertiser to agree the appropriate level of compensation. If the Media Company fails to deliver an accurate and complete report by the time specified, the Agency can initiate makegood discussions by informing the Media Company that the Media Company has delivered an incomplete or inaccurate report, or no report at all and the Media Company will cure such failure within 5 (five) business days of receipt of such notice. Failure to cure such default may without prejudice to any other provision of these Terms, result in non-payment for all activity for which data is incomplete or missing until the Media Company delivers reasonable evidence of performance.

23. LIABILITY AND INDEMNITY

- a. Excluding the Media Company's obligations under clause 8.4 or intentional misconduct by the Media Company, in no event will any party be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages whatsoever, including, but not limited to, damages for loss of profits, business interruption, loss of information, and the like, incurred by another party arising out of an IO, even if such party has been advised of the possibility of such damages.
- b. Each of the Agency and Advertiser's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance of this Agreement, shall not exceed the total amount of clear funds paid to the Media Company under the IO in respect of which a relevant breach arises.
- c. The exclusions and limitation of liability set out in this section or elsewhere in this Agreement do not apply to liability arising from fraud, fraudulent misrepresentation, death or personal injury caused by negligence or anything else which cannot be excluded or limited by law.
- d. The Media Company undertakes to defend, indemnify, and hold harmless, on demand, the Agency, the Advertiser, and each of its Affiliates and Representatives from damages, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, **Losses**) resulting from any claim, judgment, or proceeding (collectively, **Claims**) brought by any party and resulting from the Media Company's actual or alleged breach of any provision of this Agreement, the Media Company's display or delivery of any Ad(s) or any violation by the Media Company of any applicable law, regulation judicial or administrative action

otherwise or the right of a third party. Notwithstanding the foregoing, the Media Company will not be liable for any Losses resulting from Claims to the extent that such Claims result from Media Company's customization of Ads based upon detailed specifications, materials, or information provided by the Advertiser, Agency, and/or each of its Affiliates and/or Representatives.

24. CONFIDENTIALITY

- a. Each party agrees: (i) that it will not disclose to any third party or use any Confidential Information disclosed to it by the other party except as expressly permitted in this Agreement; and (ii) that it will take all commercially reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance.
- b. The obligation of confidentiality under this Agreement shall not apply to Confidential Information that: (i) is required by law or any governmental or other regulatory authority to be disclosed or by the order of a court of competent jurisdiction; (ii) is or becomes part of the public domain through no fault of the Receiving Party; (iii) can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known to the Receiving Party prior to the disclosure by the Disclosing Party without an obligation to keep such Confidential Information confidential; or (iv) is independently developed by the Receiving Party without any breach of this Agreement as evidenced by written records.
- c. The contents of this Agreement should be kept confidential and should not be disclosed either directly or indirectly to any third party, save that disclosure to any administrator, receiver and/or, liquidator and auditor of each party shall be permitted provided that such third party is bound by similar duties of confidentiality and enters into a confidentiality agreement, the form of which shall be mutually agreed between the parties.
- d. The Media Company and the Agency will not use the other's trade name, trademarks, logos, or Ads in any public announcement (including any press release) regarding the existence or content of these Terms or an IO without the other party's prior written approval.

25. ANTI-BRIBERY

- a. Both parties: (i) shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 ("**Relevant Requirements**"); (ii) shall not engage in any activity, practice or conduct anywhere in the world which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; (iii) shall maintain in place throughout the term (and enforce where appropriate) its own policies and procedures to ensure compliance with the Relevant Requirements; and (iv) shall promptly report to the other any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement.

26. MODERN SLAVERY

- a. The Media Company shall, and shall take reasonable steps to procure (where relevant) that all persons who are performing services in connection with the performance of this Agreement (collectively, the "**Supply Chain**") shall, at all relevant times: (i) comply with all applicable laws, regulations, codes, guidance and sanctions relating to anti-slavery and human trafficking in any jurisdiction, including the Modern Slavery Act 2015 (the "**Modern Slavery Requirements**"); (ii) not engage in any activity, practice or conduct in any jurisdiction which would constitute an offence under the Modern Slavery Act 2015; and (iii) have and maintain in place throughout the term of this Agreement appropriate procedures, standards or policies with the aim of ensuring compliance with the Modern Slavery Requirements and that slavery and human trafficking is not taking place in its own business or any part of its supply chain and shall ensure that such procedures, standards or policies are provided to all relevant staff and enforced in an appropriate manner.

27. FORCE MAJEURE

- a. Excluding payment obligations, neither party will be liable to the other party for any delay or default in the performance of its obligations if such delay is caused by conditions beyond its reasonable control, including fire, flood, accident, earthquakes, acts of God, or labour disputes (**Force Majeure Event**). If the Media Company suffers such a delay or default, the Media Company will make reasonable efforts within 5 (five) business days to recommend a substitute publication for the Ad or time period for such publication. If no such substitute time period or makegood is reasonably acceptable to the Agency, the Media Company will allow the Agency a pro rata reduction in the print media advertisement space hereunder in the amount of money assigned to the print media advertisement space at time of purchase. In addition, the Agency will have the benefit of the same discounts that would have been earned had there been no default or delay.
- b. If Agency's ability to transfer funds to third parties has been materially negatively impacted by an event beyond the Agency's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then Agency will make every reasonable effort to make payments on a timely basis to Media Company, but any delays caused by such condition will be excused for the duration of such condition. Subject to the foregoing, such excuse for delay will not in any way relieve Agency from any of its obligations as to the amount of money that would have been due and paid without such condition.
- c. If a Force Majeure Event has continued for 5 (five) business days or more, the Media Company and/or the Agency has the right to cancel the remainder of the IO without further liability. In the event of a cancellation of the remainder of the IO under this clause 12.3, the Media Company shall provide the Agency with a refund of any prepaid amounts attributable to Ads that have not run due to such cancellation. The amount of all such refunds shall be subject to the cancellation terms in these Terms or as otherwise mutually agreed in writing by the Agency/Advertiser and the Media Company.

28. GENERAL

- a. Neither party may resell, assign, or transfer any of its rights or obligations hereunder without the prior written consent of the other (except that the Agency may do so to a member of its group of companies without requiring the Media Company's consent). Any attempt to subcontract, assign, or transfer such rights or obligations without the other's prior written approval will be null and void. All terms and conditions in this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns.
- b. Each IO (including these Terms) will constitute the entire agreement of the parties with respect to the subject matter thereof and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. The IO may be executed in counterparts, each of which will be an original, and all of which together will constitute one and the same document.
- c. In the event of any inconsistency between the terms of an IO and these Terms, the terms of the IO will prevail.
- d. This Agreement will be governed by and construed in accordance with the laws of England. Media Company and Agency agree that any claims, legal proceedings, or litigation arising in connection with this Agreement (including these Terms) subject to the exclusive jurisdiction of the courts of England.
- e. No modification of these Terms will be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.
- f. Any notice required to be delivered hereunder shall be in writing, delivered by hand or by prepaid first class or special delivery post to the address given at the start of this Agreement and marked for the attention of the

contact as noted on the IO with a copy to the Legal Department.

- g. There shall survive the expiration or termination of this Agreement any clause which is necessary to survive to give effect to the relevant provision.