**SUPPLIER TERMS AND CONDITIONS**

**DEFINITIONS**

For the purposes of this Contract the capitalised terms shall have the meanings set forth below: **“Acceptance”** means acceptance or deemed acceptance of these Terms in accordance with clause 3.3; **“Agency”** shall mean the entity whose details are set out in the Purchase Order Form;

**“Agency Data”** shall mean any data and/or information relating to Agency or its Clients provided directly or indirectly to the Supplier or its employees or created by or generated by the Client’s or byAgency’s use of the Work;

**”Agency Representative"** shall mean Agency's representative, the contact details for whom are specified in the Purchase Order;

**“Anti-Corruption Laws”** shall mean all local and international laws and regulations concerning fraud, bribery and corruption, including but not limited to the UK Bribery Act of 2010 and the UnitedStates Foreign Corrupt Practices Act 1977;

**“Associated Persons**” shall mean all employees, agents, consultants, partners, representatives, subcontractors, other individuals and entities acting for or on behalf of Supplier; **”Client”** shall mean Agency’s client (if any) as identified in the Purchase Order, together with any associated companies;

**“Contract”** means this binding agreement between the Supplier and Agency formed of the Purchase Order and these Terms;

**”Deliverables"** means the goods, materials, content or other deliverables provided by the Supplier, as specified in the Purchase Order;

**“Delivery Date(s)”** means the date or dates upon which the Work shall be provided or performed by the Supplier, as set out in the Purchase Order, and any other date(s) agreed in writing betweenthe parties;

**”Intellectual Property Rights"** shall mean all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in tradedress or get up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software and source code, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), performers’ property rights and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

**“Personal Information”** shall have the meaning set out in the Privacy Legislation and shall include Sensitive Personal Information as defined by the Philippine Data Privacy Act of 2012;

**“Privacy Legislation”** means all implementing legislation applicable to data privacy and data security in the Territory;

**“Services”** means the services provided by the Supplier as specified in the Purchase Order;

“**Supplier**” shall mean the party supplying the Work to the Agency entity under this Contract and whose details are set out in the Purchase Order;

”**Purchase Order**" shall mean the document containing particulars of the Work; and Agency's written instruction to supply the Work in accordance with these Terms; ”**Supplier Representative**" shall mean the Supplier's representative, the contact details for whom are specified in the Purchase Order; **”Terms"** means these Purchase Order Terms and Conditions; and

“**Territory**” means the territory where the Services shall be provided or as specified in the Purchase Order; “**Work**” shall mean the Services and/or the Deliverables to be supplied as described in the Purchase Order.

**2. APPLICATION OF SUPPLIER TERMS AND CONDITIONS**

**2.1** Subject to clause 2.2, these Terms, together with the Purchase Order to which they relate, shall upon Acceptance form the Contract between Agency and the Supplier for the provision of theWorks set out in the Purchase Order and such Contract will prevail over any terms or conditions contained in or referred to in the Supplier's quotation, acceptance, correspondence or elsewhere or implied by law, trade custom, practice or course of dealing.

**2.2** This Contract represents the entire agreement between the parties and supersedes all previous contracts, representations or arrangements of any kind between the parties relating to its subjectmatter. No addition to or modification of these terms shall be binding on the parties unless made by a written instrument which the parties mutually agree in writing.

**3. EFFECT OF PURCHASE ORDER**

**3.1** The Agency shall only be bound by an order if it is issued as an Agency standard Purchase Order by an authorised representative of the Agency.

**3.2** The Purchase Order constitutes an offer by the Agency to purchase the Work subject to these Terms. Accordingly, any acceptance of the Purchase Order by Supplier shall establish a contract forthe sale and purchase of the Work on these Terms. No-counter-offer made by the Supplier to supply the Works on other terms and conditions shall be validly accepted unless such counter offer is made by way of written instrument which the parties unequivocally mutually agree in writing.

**3.3** The Supplier shall be deemed to have accepted these Terms upon the earlier of (i) signing and returning a copy of the Purchase Order to the Agency; or (ii) providing written confirmation(including confirmation by e-mail) of its acceptance of the Purchase Order; or (iii) invoicing the Agency for the Work; or (iv) commencing the Work, and the Supplier hereby agrees that such acts shall constitute acceptance by the Supplier of the Purchase Order sufficient to establish a valid agreement between the parties on these Terms of Contract.

**4. COMMENCEMENT AND DURATION**

The Terms will apply from Acceptance and, subject to early termination in accordance with the Terms or unless stated otherwise herein, the Contract shall continue until the Services have been performed and/or Deliverables delivered in accordance with its terms, or until such other time as agreed by the parties in the Purchase Order.

**5. DELIVERY, PERFORMANCE AND ACCEPTANCE**

**5.1** Supplier agrees to deliver the Work to Agency upon the Delivery Date(s) and according to any specifications and/or conditions of performance specified in the Purchase Order. Unless Agencyhas agreed otherwise in writing, Supplier shall deliver the exact specified Deliverables and Services as specified in the Purchase Order.

**5.2** Supplier shall meet, and time is of the essence in relation to, any performance timescales and/or Delivery Dates.

**5.3** If Supplier fails to deliver the Work as required by clause 5.1 or to meet any performance timescales and/or Delivery Dates as required by clause 5.2, Agency may, without prejudice to any otherrights or remedies afforded to it under this Contract or by applicable law: (a) terminate the contract between the parties in whole or in part; (b) refuse to accept any subsequent performance of the Work; (c) purchase substitute services from elsewhere; and/or (d) hold Supplier responsible for any loss and additional costs incurred as a result of such failure.

**5.4.** Supplier agrees to cooperate fully with any third parties appointed by Agency or otherwise at the request of Agency as necessary to complete performance of the Work and as reasonablyrequired by the Agency thereafter.

**5.5** Supplier agrees to notify Agency immediately on becoming aware of any event or circumstance that has caused or may cause a delay in the commencement or completion of the Work. Withoutprejudice to Agency’s other remedies under the Terms or in law, Supplier shall be solely responsible for promptly remedying, at Supplier’s own expense and to the satisfaction of Agency, any non-conforming part of the Work.

**5.6** Where applicable, the Supplier shall include with each delivery a list of contents including serial numbers, to allow for review of contents upon receipt.

**5.7** Agency reserves the right to inspect the Work on or immediately after delivery and within a reasonable time after delivery to reject the Work or any part of the Work which is not provided inaccordance with the Contract, including without limitation (i) failure to conform with specifications relating to quantity, quality and description set out within the particulars of the Purchase Order; or (ii) compliance with any conditions of performance (if any) specified in the Purchase Order.

**5.8** Supplier will fully comply with all policies, rules, procedures and standards notified by Agency in writing to Supplier from time to time in relation to the Work including, without limitation, thosegoverning quality, conduct and appearance of project personnel, site and product safety, insurance, data privacy and data security, business continuity and disaster recovery.

**5.9** Agency shall have the right to have an Agency or Client representative in attendance during any shooting, recording, production and/or post-production for consultation and approvals as may benecessary relating to the content of the Work, and the Supplier shall provide the representative with a means to review such Work (for example, a monitor to view live picture).

**6. QUALITY OF THE WORK AND OTHER OBLIGATIONS**

**6.1** Supplier hereby represents and warrants that: (a) it will perform the Work in accordance with best industry practice and standards and, in any event, to the satisfaction of Agency; (b) the Workwill conform with all descriptions and specifications set out in the Contract; (c) it will ensure that it, and any sub-contractors performing any portion of or the entirety of the Work, shall be suitably qualified with appropriate levels of training, experience and seniority to carry out the Work and, where applicable, shall be duly licensed to carry out the Work as required by law; (d) the Work will be provided in accordance with all applicable legislation, regulations, regulatory policies, guidelines and codes in each case from time to time in force (including all such guidelines and codes issued by statutory, regulatory and industry bodies), from time to time in force, and Supplier will inform Agency as soon as it become aware of any changes in such legislation; (e) neither Supplier nor any of its Associated Persons has at any time engaged in, or presently engages in, any activity, practice or conduct which may constitute an offence under any applicable fraud, anti-bribery or corruption laws or regulations, including but not limited to the Anti-Corruption Laws; (f) it is free to enter into and perform the Works and the obligations under this Agreement, and has not entered and will

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not enter into any professional or other commitment which would or might conflict with the full and due rendering of the Works or otherwise interfere with its obligations under this Agreement; and (g) Supplier will provide a safe and healthy working environment for its staff and will comply with all applicable laws, rules and regulations. Supplier shall be responsible for complying with and for procuring that its servants, agents, suppliers and subcontractors comply with such obligations and will indemnify Agency against all costs, expenses and liabilities caused by any failure to do so, including any injury to its servants, agents, suppliers and subcontractors, and any actors, performers, or models engaged by the Agency sustained during the performance of the Work.

**6.2** Supplier shall not have any authority to incur any expenditure in the name of or for the account of Agency, or hold itself out as having authority to bind Agency.

**6.3** In performing the Works, Supplier shall not do anything to disparage Agency, the Client (or either of its products or services) or otherwise do anything that is reasonably likely to bring Agency orthe Client (or either of its products or services) into disrepute. Where applicable to the Works, Supplier agrees that it will represent the Client, its properties, products, services, employees and activities in a positive light in all public relations and media activities in relation to the engagement.

**6.4** The rights of the Agency under this Contract are in addition to the statutory terms implied in its favour by any applicable supply of goods or supply of services legislation in the Territory.

**6.5** The provisions of this clause 6 shall survive any performance, acceptance or payment and shall extend to any substituted or remedial services provided by Supplier.

**7. PAYMENT**

In consideration of the provision of the Work, Agency agrees to pay to Supplier the sum(s) specified in the Purchase Order. Invoices shall be issued by Supplier no earlier than the Delivery Date(s). In the event that an invoice is issued earlier than the Delivery Date(s) then it shall not be deemed to have been received by Agency until the Delivery Date. Payment will be made forty five (45) days after receipt of Supplier’s invoice, subject to the following: (a) a Purchase Order has been validly agreed in accordance with clause 3; (b) the Supplier has fully complied with its obligations under this Contract; and (c) the Supplier has clearly quoted the Agency’s purchase order number on the invoice and any accompanying advice notes and the packaging. The price specified in the Purchase Order shall be exclusive of all sales taxes (including but not limited to GST (which shall be added to Supplier’s invoices by Supplier at a rate ruling at time of delivery of the Work), duty, foreign sales tax and delivery). Notwithstanding the fact that withholding or other similar taxes properly payable by it (“Withholding”) are the Supplier’s responsibility, the Agency will, where it deems it appropriate, deduct such sums from the amount due to the Supplier and pay such Withholding to the relevant tax authority. The Supplier’s invoice must: (i) be a valid tax invoice for the purposes of GST legislation (or such equivalent legislation that may apply), (ii) identify the Work to which the invoice relates and where a multi-item invoice itemise individual items as stated in the Purchase Order, (iii) be sent to Agency’s company address as set out above or otherwise notified to Supplier or sent to Agency via mail, email or facsimile as provided in clause 19.4 of this Contract; and (iv) must express all amounts due in the Invoicing Currency as stated in the Purchase Order. In the event that the amount invoiced, when converted from the Invoicing Currency to the Agency’s domestic currency increases between the date of the Contract and the date of the invoice due to currency exchange rate fluctuations, the Agency shall only be obliged to pay the lesser sum. In the event of the Supplier’s non-compliance with the terms of this clause 7, Agency shall be entitled to withhold all or part of payment until such time as Supplier complies. Further, Agency reserves the right to withhold payment of any disputed part of an invoice until the dispute is resolved, but will notify Supplier of any dispute within a reasonable period of time and will not delay or withhold payment of any part of the invoice that is not disputed.

**8. INTELLECTUAL PROPERTY RIGHTS**

**8.1 Client IPR:** Subject to clauses 8.2 and 8.3, Supplier hereby assigns to Agency full and unrestricted ownership, with full title guarantee and free from all third party rights, the Intellectual PropertyRights in the Work. Supplier shall, at the request of Agency, promptly do (or procure to be done) all such further acts and things and the execution of all such other documents as Agency may from time to time require for the purpose of securing the full benefit of all right, title and ownership in and to the Intellectual Property Rights and all other rights assigned to it (or the Client if Agency so directs) in accordance with this paragraph.

**8.2 Background IPR**: The Supplier or its licensors shall retain intellectual property rights in all materials (i) utilised in the Work whose existence predates this Contract; or (ii) which were created afterthe commencement of this Contract, were not part of the Deliverables and which the Supplier can demonstrate were developed independently from the Work, or (iii) identified as such in the Purchase Order, but shall grant to Agency a royalty-free, transferable licence to use those materials as part of the Work on a perpetual, worldwide, non-exclusive basis.

**8.3 Third Party IPR:** the Supplier shall not utilise any third party intellectual property rights within the Work without the prior written consent of the Agency and then only upon such terms of use asagreed with the Agency in writing. Where the Supplier is responsible for the engagement of actors, other performers or models, the Supplier undertakes to obtain all necessary permissions and consents from such third parties on terms to be approved in writing by Agency.

**8.4 Moral rights**: Supplier hereby absolutely and unconditionally waives all moral rights in the Work in favour of Agency (or the Client if Agency so directs) and any respective licensees, assigneesand successors in title. Supplier undertakes to procure moral rights waivers in the same terms signed by all individuals and other persons who may have any moral rights in the Work.

**8.5 Ownership of material:** The Agency Data and the Work, (including without limitation all documents, drawings, designs, negatives, transparencies and prints and all disks, tapes and othermaterial on which the Agency Data or Work is stored), shall be property of Agency. Supplier’s possession of any Agency Data, property, content or materials belonging to Agency or the Client for purposes of developing the Work does not have the effect of assigning any rights or ownership over any of them to Supplier, and Supplier must not use any of them for any purpose other than the provision of the Work to Agency. Upon completion of the Work, Supplier shall undertake to promptly return to Agency, without keeping any paper or digital copies, any material, data, content or materials belonging to Agency or the Client.

**8.6 Promotional Exemption**: Supplier may not reproduce the Work or use the Work for its own publicity purposes or use the Work in relation to any of its other customers or clients without priorwritten consent of Agency, which Agency may grant or withhold at its discretion.

**9. WARRANTIES AND INDEMNITY**

**9.1** Supplier warrants that Agency and the Client will be entitled to use the Work, including any Third Party IPR incorporated therein, to the full extent permitted under this Contract free from claimsof any nature including without limitation any intellectual property infringement claims.

**9.2.** Supplier warrants that it will comply with all applicable legislation and recognised industry standards in developing the Work and that it has the necessary skills, qualifications, resources and allnecessary consents, including (without limitation) any consents required by law, to fulfil its obligations under this Contract.

**9.3** Supplier shall indemnify Agency on demand and hold it harmless from any and all claims, liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs,proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred by Agency or, where appropriate, the Client, as a result of or in connection with: (a) any alleged or actual infringement of any third party's Intellectual Property Rights or other rights arising out of the the Work; (b) any liability arising from Supplier’s breach of its warranties under this Contract or other failure to perform its obligations as required by this Contract; or (c) any liability arising as a result of Supplier’s acts or omissions (or the acts or omissions of its Associated Persons).

**9.4.** Supplier warrants that it has the legal capacity, power and authority to become a party to this Contract.

**9.5** The provisions of this clause 9 shall survive termination of this Contract, however arising.

**10. LIMITATION OF LIABILITY**

**10.1** Agency shall not under any circumstances be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, loss of business, depletion ofgoodwill, pure economic loss, loss of data or information, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract

**10.2** Without prejudice to clause 10.1, Agency’s total aggregate liability to the Supplier in respect of all losses suffered by the Supplier from, under or in connection with the Contract, whether incontract, tort, misrepresentation, restitution, breach of statutory duty or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to 100% of the total Supplier Fees paid or payable for the Work during the 12 month period prior to the claim arising.

**11. INSURANCE**

Supplier shall hold insurance cover with a reputable insurer to an appropriate value to cover the liability assumed by it under this Contract. On request, Supplier will provide Agency with evidence of such insurance. In the event that Supplier fails to maintain such insurance, Agency shall be entitled to maintain such insurance and shall be entitled to reimbursement by Supplier for all associated premiums and costs.

**12. CONFIDENTIALITY**

Supplier undertakes, for the duration of this Contract and afterwards, to keep strictly confidential all confidential matters disclosed by Agency to Supplier relating to Agency, the Client or the Client’s products or services. Confidential matters will normally include (but not be limited to): Supplier’s engagement by Agency and the terms thereof, all details of the Work and the purpose of the Work, all details concerning Agency or the Client’s business, infrastructure, processes, services and products which are not already in the public domain, including Agency Data, and all details concerning the Client’s advertising and marketing plans. Supplier undertakes to ensure that all Associated Persons and other third parties to whom it may be necessary to disclose confidential matters for the purposes of performing its obligations under this Contract undertake to keep such matters strictly confidential. The provisions of this clause 12 shall survive termination of this Contract, however arising.

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**13. TERMINATION**

**13.1.** Agency may terminate this Contract for any reason upon thirty (30) days prior written notice, provided that Agency pays the Supplier for all Work undertaken in accordance with the Contractup to the date of such notice. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any demands for payments in this respect.

**13.2.** Without prejudice to any other remedies available to it by operation of applicable regulation or law, Agency may terminate this Contract immediately if: (a) Supplier is in breach of anobligation under this Contract and, if the breach is capable of remedy, fails to remedy said breach within five (5) days of receipt of a notice from Agency requiring remedy of such breach; (b) Supplier is in breach of its obligations under clause 12 of this Contract; (c) a petition is presented for an administration or winding up or bankruptcy order against Supplier or a receiver, administrative receiver or manager is appointed over any of Supplier’s assets or an order is made or a resolution passed for the winding up of Supplier or if Supplier enters into any composition with its creditors or if any of these appear to Agency to be likely to happen; or (d) for any other reason whatsoever it appears to Agency that Supplier may become unable to perform its obligations under this Contract or to perform them in the agreed upon time period.

**13.3** In the event of termination pursuant to clause 13.2 Supplier will be liable for all additional costs incurred by Agency or by the Client in obtaining the Work from an alternative supplier, and allcancellation or other charges incurred and all other losses arising out of its breach of this Contract.

**13.4**. Termination of this Contract, howsoever arising, shall be without prejudice to the rights, remedies and duties of the parties prior to termination.

**13.5** In the event of an occurrence set out in clause 13.2(c) resulting in the Supplier failing to make any payment to any third party engaged to provide services or materials in respect of the Works,Agency shall have the right to pay direct to any such third party an amount equal to the sums owed by the Supplier to such third party for work carried out by the third party for the Supplier in relation to the Works, irrespective of any set-off or counterclaim the Supplier may have or purport to have against such third party. Any such payment by Agency shall be deemed to be a payment by Agency to the Supplier and shall be deducted from any payment or sum payment to the Supplier, or, if no further payments are due, shall be a debt due from the Supplier to Agency which will be paid by the Supplier to Agency upon first demand in writing by Agency specifying the amount paid to the third party on the Supplier’s behalf.

**13.6** Upon termination of this Contract howsoever caused, the Supplier shall: (i) cease all work under this Contract; (ii) deliver to Agency all Deliverables and all work-in-progress whether or not thencomplete. If the Supplier fails to do so, then Agency may enter the Supplier’s premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract; and (iii) cease use of and return (or, at Agency’s election, destroy) all Agency Data and confidential information pursuant to clause 12 in its possession or control.

**14. ANTI-BRIBERY AND CORRUPTION**

**14.1**. Supplier shall ensure that, in relation to this Contract and general business practices, neither it, nor any of its Associated Persons, engage in any activity, practice or conduct which mayconstitute an offence under any applicable Anti-Corruption Laws. In particular, Supplier shall not, and will ensure that any Associated Persons do not offer, promise or pay to, or solicit or receive from any other person (including public and government officials) or company, any financial or other advantage which causes or is intended to cause another person to improperly perform their function or activities in order to secure or retain a business advantage. Supplier shall further ensure that, unless allowed or required by local law, neither it nor any Associated Persons, offer, promise or pay to any public government official any financial or other advantage in order to secure or retain a business advantage, including payment intended to induce officials to perform duties they are otherwise obligated to perform.

**14.2**. As part of its internal measures to ensure compliance under this clause 14, Supplier shall implement and maintain policies and procedures to assess the risk of, monitor, and prevent thebreaching of Anti-Corruption Laws by itself or any of its Associated Persons. Such policies and procedures shall be made available for immediate inspection upon Agency’s written demand and failure to implement policies and procedures which are, in Agency’s sole discretion, adequate shall be deemed a material breach of this Contract.

**14.3.** Supplier shall, upon discovery, notify Agency immediately of any breach or suspected breach by any employee or Associated Person of this clause 14 and/or any Anti-Corruption Law.

**15. AUDIT**

The Supplier shall keep detailed, accurate and up to date records and books of accounts showing all payments made and goods/services provided by Supplier in connection with this Contract during the previous six years. Supplier shall ensure that such records and books of accounts are sufficient to enable Agency to verify Supplier’s compliance with its obligations under this Contract. Supplier agrees that, upon request by Agency at any time during the term of this Contract and for six years after termination of this Contract, it will make available for audit by Agency and/or its third party representatives, Supplier’s books, records and other documentation relevant to its business activities conducted pursuant to this Contract. Should the audit reveal any failure from the Supplier to comply with the provisions of this Contract, the Supplier agrees to pay any and all costs of any such requested audit. In the event any deficiencies are identified, Supplier will take the steps necessary within an acceptable timeframe to correct any deficiency to Agency’s satisfaction.

**16. RISK**

**16.1** Supplier shall deliver the Work at its own risk to the premises specified by Agency or such other location as set out in the Purchase Order. Where the Work cannot be delivered to a locationspecified in the Purchase Order, Agency may require the Work to remain on premises owned or controlled by the Supplier. Risk in all Work shall remain with the Supplier: (a) at all times in respect of any Work that is not delivered to premises specified in the Purchase Order; and (b) in respect of Work to be delivered to premises specified in the Purchase Order, until such time as the Works have been safely delivered to those premises and an agent of Agency has signed a delivery note acknowledging receipt. Delivery of the Work is without prejudice to any right of rejection to which Agency may be entitled under the Contract or otherwise.

**16.2** Where Supplier is responsible for risk in any Work and any such Work becomes damaged, lost or stolen, Supplier shall forthwith notify Agency of the same and, at Agency’s absolute discretionand free of charge, either replace such Work or refund any monies paid by Agency in respect of any such Work. Supplier shall also be liable for any direct or indirect losses, damages and/or liabilities arising as a result of any such loss, theft or damage.

**17. DATA SECURITY**

**17.1** Supplier shall not use the Agency Data or materials or property provided by Agency for any purpose other than the Work and will hold, and will ensure that all employees, agents, suppliers andsubcontractors will hold, the Agency Data in strict confidence and maintain and monitor a security programme that contains administrative, technical and physical safeguards designed to protect against anticipated threats or hazards to the confidentiality, integrity and security of, the unauthorized or accidental destruction, loss, alteration or use of, and the unauthorized access to the Agency Data, to Agency’s standards of security as set out in any security policy provided by Agency to the Supplier from time to time, and no less a standard than ought reasonably be expected from a first class supplier operating best data security practices.

**17.2** Supplier shall use its best efforts to ensure that its information security program includes industry standard password protections, firewalls and anti-virus and malware protections to protectAgency Data stored on computer systems.

**17.3** Supplier shall notify Agency in writing immediately (and in any event within 24 hours) whenever Supplier reasonably believes that there has been any unauthorised access, acquisition, use,disclosure or destruction of the Agency Data (“Security Breach”), and shall provide detailed information regarding the nature and scope of the Security Breach, the actual or potential cause of the breach, and the measures being taken by Supplier to investigate the breach, correct or mitigate the breach, and prevent future breaches.

**18. PRIVACY**

If the Supplier processes any Personal Information on Agency’s behalf when performing its obligations under this Contract, the parties agree that:

1. Supplier shall only process the Personal Information to the extent necessary to comply with its obligations and provide the Services under this Contract. Use of Personal Information for any other purpose, including without limitation for its own commercial benefit, is prohibited;
2. If Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Information or to its compliance with the Privacy Legislation, it shall immediately notify Agency and it shall provide Agency with full co-operation and assistance in relation to any such complaint, notice or communication;
3. Supplier shall not process or transfer any Personal Information outside the Territory without Agency’s prior written consent and then only upon such terms as Supplier reasonably requires to comply with the Privacy Legislation;
4. Supplier shall notify Agency immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Information;
5. Supplier warrants that, having regard to the state of technological developments and the cost of implementing any measures, it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Information and against the accidental loss or destruction of, or damage to, Personal Information to ensure an appropriate level of security.
6. Supplier shall process the Personal Information only in accordance with the terms of this Contract, any lawful instructions reasonably given by Agency from time to time and the Privacy Legislation.

**19. GENERAL**

**19.1** Except as agreed by Agency in writing, no element of the performance of this Contract may be sub-contracted by Supplier and Supplier may not assign or otherwise transfer any rights and/orobligations under these terms without Agency’s prior written consent.

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**19.2** Nothing in this Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party forany purposes. The Supplier shall act as principal in all dealings with third parties connected with performance of its obligations under this Contract. No party shall have authority to act as agent for, or to bind the other party in any way.

**19.3** A waiver of any right under this Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right orremedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

**19.4** Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

**19.5** Subject to clause 19.6 and anything agreed to the contrary in the Purchase Order, this Contract shall be governed by and constructed in accordance with the laws of Singapore and all disputesarising under this Contract shall be subject to the non-exclusive jurisdiction of the courts of Singapore.

**19.6** Notwithstanding the provisions of clause 19.5, the Agency shall be entitled to enforce its rights under this Contract subject to the laws, and in the courts of, the jurisdiction in which the Work isdelivered.

**19.7** It is agreed by the Agency and the Supplier that the Supplier shall have the status of independent supplier and shall not be entitled to any pension, bonus or other fringe benefits from theAgency and that the Supplier shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of fees payable under this Contract. Accordingly, the Supplier agrees to indemnify and keep indemnified the Agency from and against all and any claims that may be made by the relevant authorities against the Agency in respect of income tax or national insurance contributions (whether primary or secondary) relating to payment made by the Agency in respect of the Supplier’s services provided under this Contract. Nothing in this Contract shall constitute a partnership between the Supplier and the Agency.

**19.8** The Supplier shall not make any press announcement in respect of the Work or otherwise in relation to any arrangement pursuant to this Contract without prior written approval of the Agency.

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