

EXHIBIT A

ANTI-CORRUPTION DUE DILIGENCE QUESTIONNAIRE

Please provide the information requested below, to assist us in complying with the US Foreign Corrupt Practices Act (FCPA) and other applicable laws relating to anti-corruption.

1. *Full legal name of the Company:*

2. *Principal address:*

3. *Website:*

4. *Country of organization:*

5. *Tax ID number:*

6. *Date of formation / organization:*

7. *List the Company's owners, directors and top management (if the Company is publicly-traded, please provide the owners of more than 5% of the ownership interests in the Company).*

8. *Does a government, current or former Government Official (defined below), or close relative of a Government Official own, directly or indirectly, any portion of the Company (or if the Company is publicly-traded, more than 5% of the ownership interests in the Company)?*

9. *Are any of the Company's directors, officers, key employees or other personnel who are expected to provide services to us ("Key Personnel") a current or former Government Official or a close relative of a current or former Government Official? If so, please provide details.*

10. *Do any of the Key Personnel have a material business relationship with a Government Official? If so, please provide details.*

11. *Has your Company or any Key Personnel ever been investigated for, charged with, or convicted of bribery or other violation of anti-corruption laws? If so, please provide details.*

Acknowledge by vendor: _____

Company Stamp:

Definitions:

A “Government Official” means any of the following persons, if he or she is (or was) in a position to provide business to us, or to make or influence any official decisions which are relevant to our business:

- any officer or employee of a government (national, regional, or local) or a department, agency, or instrumentality thereof;*
- any officer or employee of a commercial business in which a government has substantial direct or indirect ownership and control;*
- anyone acting in an official capacity for or on behalf of a government or government-owned entity;*
- any officer or employee of a public international organization; and*
- any political party official thereof, or candidate for political office.*

A “close relative” means any immediate family member, grandparent, grandchild, uncle, aunt or first cousin or a spouse of any of the foregoing.

Acknowledge by: _____

Company Stamp:

EXHIBIT B

ANTI-CORRUPTION PROVISIONS

The following are referred to as the “Anti-Corruption Clauses”. Vendor, its employees, any of its subsidiaries or affiliates who provide services to Mediabrands (“Services”) and any third party subcontracted to perform such Services or acting under Vendor’s direction (all of the foregoing are referred to as “Representatives”), have complied and shall comply with the US Foreign Corrupt Practices Act, the UK Bribery Act and all applicable anti-corruption laws (including commercial bribery laws) (“Anti-Corruption Laws”), in connection with such Services.

Without limiting the foregoing:

(a) Neither Vendor nor any of its Representatives have given or offered to give or will give or offer to give, directly or indirectly (through third parties), any monies or other things of value to any Government Official (as such term is defined below) or any other person, on behalf of Mediabrands, for the purpose of improperly influencing any act or decision of such Government Official or other person or to otherwise gain an improper benefit or unfair advantage for Mediabrands.

(b) For purposes of these Anti-Corruption Clauses, “Government Official” means: (i) any officer or employee of any government or any department, agency, or instrumentality thereof, including without limitation: government-owned or government-controlled commercial entities; (ii) an officer or employee of a public international organization; (iii) any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality or public international organization; (iv) any political party or official thereof; (v) any elected official, candidate for political office, or member of a royal family; or (vi) any other person, individual or entity taking action at the request or direction or for the benefit of any of the above-described persons or entities.

(c) Vendor represents that (i) no Government Official who has the ability to provide business to Mediabrands or who otherwise has influence over Mediabrand’s business (or close relative of such Government Official) owns, directly or indirectly, any material interest in Vendor, or is a director, officer, key employee or other personnel of Vendor, and (ii) neither Vendor nor any of Vendor’s directors, officers, key employees or other personnel has any material business relationship with such Government Official or close relative of such Government Official. As used herein, a “close relative” means any immediate family member, grandparent, grandchild, uncle, aunt or first cousin or a spouse of any of the foregoing.

Acknowledge by: _____
Company Stamp:

(d) Vendor will promptly notify Mediabrands if any party – including any employee of Mediabrands – directs or requests that Vendor make any improper payment that would violate these Anti-Corruption Clauses; or if Vendor becomes aware of any breach or potential breach of these Anti-Corruption Clauses; or if Vendor has any reason to believe that any person has violated or may violate these Anti-Corruption Clauses.

(e) Vendor will maintain accurate books and records relating to its performance of the Services and its compliance with the terms of these Anti-Corruption Clauses. During the term of any contract between Vendor and Mediabrands and for a period of 18 months thereafter, Mediabrands and its designated representatives may during normal business hours, upon written notice provided at least thirty (30) days in advance, inspect and audit Vendor's books and records to ensure Vendor's compliance with the terms of these Anti-Corruption Clauses.

(f) Vendor will maintain and comply with its own anti-corruption policies and procedures and provide proper training to its employees and monitor compliance with such policies and procedures. If requested by Mediabrands Vendor will provide details of such policies, training and compliance monitoring and any other information reasonably requested by Interpublic to ensure compliance with Anti-Corruption Laws.

(g) Mediabrands may immediately suspend payments under or terminate any contract or agreement between Vendor and Mediabrands upon written notice to contract or agreement between Vendor and Mediabrands upon written notice to Vendor if Mediabrands makes a good faith determination, in its sole discretion, that Vendor or any of its Representatives has breached these Anti-Corruption Clauses.

(h) Vendor will hold harmless and indemnify Mediabrands against all claims, liabilities, demands, proceedings, losses, costs and expenses (including attorneys' fees, investigative costs and other expenses) arising out of a breach of the Anti-Corruption Clauses by Vendor or incurred in relation to investigating or defending any unlawful activity by Vendor or any governmental investigations, formal or informal, involving Vendor.

Acknowledge by: _____
Company Stamp: