



thenetworkkone: summary of terms of business with agencies

thenetworkkone works with advertising and other marketing communications agencies in three main ways:

- 1) *we provide the resources necessary for agencies without traditional networks, to compete for and win international assignments*
- 2) *we introduce new business from our own multinational clients and prospects*
- 3) *we effect simple referrals, when our continuing involvement is not required.*

Our standards terms of business are as follows:

1) thenetworkkone membership:

Thenetworkkone provides leading independent agencies in any market – accredited by thenetworkkone - with the necessary resources to compete effectively with traditional multinational agency networks.

Accreditation of any agency by thenetworkkone, implying an endorsement of the agency's quality and capabilities, will be at the discretion of thenetworkkone. If we decide to accredit an agency, we will not publicise that accreditation in the public domain without the agency's agreement.

Accredited agencies may choose to become members of thenetworkkone. Included in this is the agencies' right to publicise their membership of thenetworkkone and to use thenetworkkone identity and materials in their own literature and presentations, for the duration of their membership.

Members agree:

- to keep thenetworkkone informed, if they commission work from, or introduce clients to, agencies recommended by thenetworkkone
- to respect thenetworkkone's right to receive commission from agencies in other countries, who we have recommended as local partners.
- to recognise thenetworkkone's ownership of our trademark and associated materials
- only to use thenetworkkone logos and graphic materials in accordance with thenetworkkone corporate identity guidelines which are supplied to all new members.

Subject to this, thenetworkkone will provide support for the agency within reasonable limits, taking into account the cost of membership, including:

- Graphic and other materials enabling the agency to present itself as an accredited member of thenetworkkone
- recommendation of local partner agencies covering 109 countries
- support and advice in developing international strategies and creative work
- co-ordination of input from key markets as required.





The cost of annual membership is \$3,250USD or £2,500GBP or €2,950 Euros.
Membership will be renewed automatically unless cancelled in writing by either party before the start of the year. thenetworkone will send a reminder of this in early December.

Membership may be terminated by either party at three months notice, in the event of a change of ownership or control. Membership may be terminated immediately in case of gross misconduct or bringing the name of the other party into disrepute.

Note that accreditation by thenetworkone is non-exclusive. We may accredit more than one agency in each country; and accreditation does not prevent the agency from accepting business from other sources or belonging to other international organisations.

2) introduction of new business

We recommend agencies to our clients, on the basis of our judgment as to the agency's suitability for the assignment. We never commit the agency to accepting any assignment without the agency's clear advance agreement.

If we introduce new client business to any agency we will charge the agency a commission of 7% of the agency's fee, commission or equivalent income from the client(s) we introduce, for as long as we are providing active support to the agency in servicing the client's business; or if this is not the case, for one year from the date of the first invoice.

Agencies receiving business introductions agree to report their income from these introductions to thenetworkone.

In case thenetworkone is also retained by the client to manage the client's account, and in order to protect our own and our clients' interests, each introduced agency agrees that on request they will sign a standard service agreement covering the usual terms expected by multinational clients, which will include:

- confidentiality
- financial transparency
- the client's right to intellectual property over work created for and paid for by the client
- a requirement for the agency to adhere to the client's international marketing strategies and corporate communications guidelines
- a requirement to report activity using thenetworkone's or the client's intranet
- standard indemnity for thenetworkone and the client against damage caused by the agency's actions
- notice period for the resignation of the client's business and undertaking not to accept competitive assignments before the expiry of such notice

For further information contact Julian Boulding or Paul Squirrel

Tel: +44 20 7240 7117

Email : julian.boulding@thenetworkone.com
paul.squirrel@thenetworkone.com

