

CLIENT TERMS AND CONDITIONS

LAST UPDATED: 1 October 2009

1 INTRODUCTION

1.1 PLEASE READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING BRIEFINGROOM'S ONLINE SERVICES.

1.2 THESE TERMS AND CONDITIONS ARE APPLICABLE TO ALL BRIEFS THAT YOU POST ON THIS SITE AND IN RESPECT OF ALL SERVICES PROVIDED BY BRIEFINGROOM THROUGH THIS SITE. SHOULD YOU NOT AGREE TO THESE TERMS AND CONDITIONS, YOUR BRIEF SHALL NOT BE CONSIDERED FOR POSTING.

1.3 References in these "Terms and Conditions" to "we", "our" or "us" (including analogous terms) shall be references to BriefingRoom, a trading name of Mighty, a BVBA/SPRL in Belgium with company number BE 0876.927.510 whose registered office is at Lange Lozanastraat 260 / 72, 2018 Antwerpen, Belgium.

2 POSTING OF BRIEFS

2.1 Upon accepting these Terms and Conditions you shall be entitled to send your "Briefs" (which refers to [advertising briefs]) which, if accepted under clause 3 below, will be posted by us on the website (www.briefingroom.eu, or "the Site") subject to these Terms and Conditions.

2.2 Each Brief must clearly, unambiguously and in detail specify its scope and specifications, as well as the value of the prize (expressed in Euro) (the "Prize") which will be offered to any pitch submitted and accepted by us in respect thereof (each an "Idea") which may subsequently be selected by you as a "Winning Idea" under these Terms and Conditions. Each Brief must also specify a date by which you agree to select a Winning Idea (the "Closing Date").

2.3 You acknowledge that any Brief send by you to the Site shall be subject to these Terms and Conditions, which we may revise from time to time in our sole discretion.

3 ASSESSMENT AND ACCEPTANCE

3.1 We shall assess each Brief prior to posting thereof on the Site and we shall be entitled in our sole discretion to reject any Brief that doesn't meet our assessment criteria, which criteria we may determine in our sole discretion from time to time. We undertake to notify you in the event that we elect to accept a Brief, from which point forward such Brief shall be an "Accepted Brief" for purposes of these Terms and Conditions.

3.2 We may return a Brief to you for revision and may provide you with suggestions as to how your Brief should be revised to meet our assessment criteria. You agree that the return by us of a Brief for revision shall not constitute an acceptance of the Brief by us, but you shall be entitled to re-submit the Brief in accordance with these Terms and Conditions.

3.3 You acknowledge that we shall not be required to give reasons for our rejection of any Brief and that you will not be entitled to query or challenge any such rejection.

3.4 You further agree that no Brief submitted by you shall constitute or otherwise require, either directly or indirectly, any unauthorised breach of any moral rights, copyright, trade marks or any other intellectual property rights of any third party anywhere in the world and in the event that any such breach occurs, is threatened or is otherwise anticipated by us, we shall be entitled to suspend such Brief indefinitely and to remove it from the Site.

4 LICENCE

4.1 You agree with effect from the date upon which we notify you of our acceptance of your Accepted Brief (the "Acceptance Date") to grant us a full, worldwide, exclusive license (a "License") (or to procure that we are granted such a license) to use all of your copyright, trade marks, moral rights and intellectual property rights relating to such Accepted Brief ("the IP") specifically and solely: to enable us to provide the services under these Terms and Conditions and on the Site until the Winning Date; and

4.1.2 for purposes of advertising our services on the Site.

4.2 In consideration of your granting the License to us under clause 4.1 above, we undertake (subject to the remaining provision of these Terms and Conditions):

4.2.1 to allocate relevant ideas accepted by us in accordance with the Creative Terms and Conditions (each an "Accepted Idea") to the Accepted Brief only until the Winning Date;

4.2.2 not to sub-license or otherwise compromise the IP.

4.3 Once an Accepted Idea has been allocated to the Accepted Brief in accordance with clause 4.2.1, only you, us and the relevant Creative will be entitled to access and view the Accepted Idea.

4.4 You further agree that at our request and expense you shall execute all such further documents and do all such further acts as we may require in order to protect and enforce against third parties the license granted in terms of clause 4.1 above.

5 ASSIGNMENT OF IDEA

5.1 Upon notifying us of your selection of a Winning Idea, we shall send you and the relevant Creative an assignment agreement in terms of which the Creative will be required, amongst others, to assign to you all right, title and interest in and to the Winning Idea (an "Assignment Agreement"). A pro forma copy of the Assignment Agreement may be viewed [here](#). You acknowledge that upon concluding the Assignment Agreement with the Creative, you will become bound to make payment in accordance with clause 6 below.

6 PAYMENT

6.1 Upon notifying of the Acceptance of the Brief and publishing on the Site, you agree to pay to us:

6.1.1 an amount equal to the Prize, which we shall collect for the Creative as its duly appointed collection agent; and

6.1.2 an additional fee, as consideration for our services, exclusive of any taxes which may be payable by you, us or the Creative and within 14 days of your receipt of an invoice from us to such effect. We will stipulate the manner in which

such payment is to be effected on the invoice.

6.2 In addition to the above, you shall further be liable for any taxes (including but not limited to value-added tax ("VAT")) due in respect of any payments due and/or made by you in accordance with clause 6.1. We shall invoice you for any VAT due in respect of any such payments.

6.3 Except as otherwise provided, you agree to bear your own costs and expenses incurred in respect of compliance with your obligations under these terms and conditions.

7 WARRANTIES

7.1 You warrant with effect from the date upon which you submit your Brief that:

7.1.1 you are the sole owner of all IP in and relating to your Brief (or that you have procured all necessary licenses, consents or other authority relating to such IP);

7.1.2 the submission and use on the Site of your Brief does not infringe any copyright, intellectual property rights, moral rights or any other rights of any other person;

7.1.3 by submitting your Brief or by entering into or exercising or granting any rights or performing any obligations under these Terms and Conditions, you are not acting in breach of any applicable law, contract or any other obligations of whatsoever nature to any third party;

7.1.4 you have the requisite legal capacity and competency (and, if acting on behalf of a company or entity which is not a natural person, the requisite authority) to enter into this agreement with us on these Terms and Conditions; and

7.1.5 you will not in any manner willfully or negligently misuse the Site or the services provided by us for any reason whatsoever.

7.2 Except as expressly provided in these Terms and Conditions, all warranties (including, without limitation, warranties of fitness, merchantability, non-infringement or any implied warranties arising out of a course of performance, dealing, or trade usage), conditions and guarantees relating to the Site, our services and these Terms and Conditions whether express or implied by statute, law, custom or otherwise are, to the fullest extent permitted by law, excluded from these Terms and Conditions.

7.3 In the event that you are not a natural person, you undertake to:

7.3.1 procure that your directors, employees and/or other representatives comply with your obligations under these Terms and Conditions as if they were party to them themselves; and

7.3.2 provide us on request with satisfactory evidence (to be determined in our absolute discretion) that you are legally and duly constituted and/or registered and that any person acting on your behalf in accepting, and acting in accordance with, these Terms and Conditions is duly authorised to do so.

8 INTELLECTUAL PROPERTY

8.1 You acknowledge and agree that: The "BriefingRoom" name, style and trade marks, as well as all rights in the design, layout, copy and source code displayed,

embedded in or otherwise published on the Site belong exclusively to us and that nothing in these Terms and Conditions shall confer upon you any rights whatsoever in respect of any of these; and

8.2 all right, title and interest (including without limitation all copyright, trade marks and other intellectual property rights) in a Brief, as well as in the content, design, layout and copy of such Brief, belong exclusively to the relevant Client and that nothing contained in these Terms and Conditions or in your use of the Site shall confer upon you any rights whatsoever in respect of any of these.

9 RESTRAINT

9.1 You undertake not to engage in any action or activity intended to circumvent the Site or the services provided by us on the Site and pursuant to these Terms and Conditions and in particular you agree not to engage in activities including (but not limited to):

9.1.1 offering or otherwise attempting to directly or indirectly contact or negotiate with a Creative or its representative in relation to a Brief or a Idea otherwise than through the Site and in reliance on the services provided by us pursuant to these Terms and Conditions;

9.1.2 attempt to acquire, directly or indirectly, through any means whatsoever, any license, rights or interest otherwise in any Idea from a Creative other than through the Site and in reliance on the services provided to you subject to these Terms and Conditions.

9.2 You further agree that you shall not at any time during the continuance of this agreement or for a period of 6 months commencing from the date at which this agreement terminates or expires, however that may occur:

9.2.1 either solely or jointly with or on behalf of any person, carry on or be engaged or interested in any business competing anywhere in the world with the business conducted by us under the name "BriefingRoom";

9.2.2 offer or provide (or attempt to offer or provide) anywhere in the world any products or services similar to those provided by us on the Site and/or under the name "BriefingRoom"; or

9.2.3 cause or permit any person directly or indirectly under your control to do any of the acts or things specified above.

10 REMEDIES

10.1 Without limiting any other rights or remedies that we may have under any applicable law, we may issue a warning, temporarily or indefinitely suspend or terminate your registration and may withhold provision of any services to you:

10.1.1 should you breach any of these Terms and Conditions or any of our policies which BriefingRoom may publish on the Site from time to time or should you contravene any applicable law or regulation;

10.1.2 should we in our sole discretion determine that your conduct may result in legal liability for yourself, us, a Creative, another Client or any user of the Site; or

10.1.3 should we be unable to verify any information provided by you.

10.2 We may suspend or discontinue providing the Services to you without notice and pursue any other remedy legally available if you fail to comply with any of

your obligations under these Terms and Conditions or in the event that you contravene any applicable law or regulation. Furthermore, we shall in our absolute discretion and with prior notice to you be entitled to indefinitely suspend and/or remove any Brief from the Site.

11 INDEMNITY AND LIABILITY

11.1 You agree that your use of the Site shall be at your sole risk and you hereby indemnify and keep indemnified us, our employees, directors, and representatives from and against all costs, claims, demands, liabilities, expenses, damages or losses arising out of or in connection with:

11.1.1 your breach of these Terms and Conditions; or

11.1.2 any Brief and/or the IP; or

11.1.3 your unauthorised or improper use of the Site and our services.

11.2 We shall not be liable for any costs, claims, actions, demands, liabilities, expenses, damages (whether special or general, direct or consequential) or losses instituted against or suffered or incurred by you arising out of or in connection with:

11.2.1 these Terms and Conditions, the Site or our services except where any such costs, claims, actions, demands, liabilities, expenses or damages arise as a result of our fraudulent, dishonest or grossly negligent conduct;

11.2.2 any act or omission of a Creative or any other third party howsoever arising, whether related to these Terms and Conditions, the Site, our services or otherwise, including but not limited to any misuse or otherwise unauthorised or wrongful use by a Creative or Third party of the Site, our services, any Brief or the IP;

11.2.3 errors, mistakes or inaccuracies of content, personal injury or property damages, of any nature whatsoever, resulting from your access to and use of the Site;

11.2.4 any unauthorised access to or use of our secure servers and/or any and all personal information stored therein;

11.2.5 any interruption or cessation of transmission to or from the Site;

11.2.6 any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through the Site by any third party;

11.2.7 any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Site; or

11.2.8 any cause affecting the performance by us of our obligations under these terms and conditions arising from acts, events, omissions or non-events beyond our reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster.

11.3 The Site is controlled and offered by us from our facilities in Belgium. We make no representations that the Site is appropriate or available for use in other locations. Those who access or use the Site from other jurisdictions do so at their own volition and are responsible for compliance with local law.

12 TERMINATION

12.1 We shall be entitled to terminate our contractual relationship with you immediately upon notice at any time in which event any license granted to us by you under these Terms and Conditions shall likewise be terminated forthwith.

13 MISCELLANEOUS

13.1 We may amend these Terms and Conditions from time to time without the requirement of prior notice. However, no changes to the Terms and Conditions shall be effective until we have posted the revised Terms and Conditions on the Site or have made them available to you otherwise.

13.2 Nothing in this agreement shall be construed as constituting a relationship of agency between you and us.

13.3 Except as otherwise provided herein, all notices and other communications to you shall be in writing or displayed electronically through the Site. Notices to you shall be deemed to have been properly given on the date of display on the Site, posting to your BriefingRoom account or emailing, or on the date received if delivered in any other manner.

13.4 Our failure to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

13.5 You may not assign your rights or delegate your duties under these Terms and Conditions without our prior written consent.

13.6 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Belgium and you consent to the exclusive jurisdiction of the magistrates' courts of Belgium in respect of any disputes arising out of these Terms or Conditions or in respect of any breach or threatened breach hereof.

13.7 We will use personal information collected about you for purposes of (a) providing access to and use of the Site and services to you, (b) providing customer support, billing and other similar activities related to the Site and services, and (c) keeping you informed about products, services, offers and upcoming events and to improve our services. We may also provide personal information about you to other entities for the purpose of providing you with direct marketing offers which we think may be of interest. Should you not wish to receive such information, kindly notify us in writing.

13.8 We may provide and export personal information about you to other members of our group for the purposes of (a) providing access to and use of the Site and the services to you, and (b) providing customer support, billing and other similar activities related to the Site and the Services.

13.9 If any provision of these Terms and Conditions (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

13.10 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

13.11 These Terms and Conditions, and any documents referred to herein, constitute the whole agreement between you and us and any previous arrangement, understanding or agreement between you and us relating to the



subject matter they cover. You acknowledge that, in agreeing to these Terms and Conditions, you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Terms and Conditions.