

thenetworkone: terms of business with agencies

thenetworkone works with independent marketing and communications agencies in three main ways:

- 1) we maintain a comprehensive database of independent agencies in 120 countries, which we have personally evaluated, directly or through partners*
- 2) we introduce new business from our own multinational clients and prospects and through referrals from other agencies*
- 3) we build and support the world's largest community of independent agencies, through our membership programs, publications and events*

“Independent” means the agency is not owned by a large, publicly quoted agency holding company. By definition, an owner-managed agency is independent. Our definition also includes agencies who are part of an independent group of companies, or who may have external investors (including private equity), but where key strategic decisions are taken by the agency’s management team.

Thenetworkone now offers four tiers of engagement, with a fifth to be added soon.

Each tier – even the free listing - links the agency with more than 1500 other independent agencies, in 120 countries worldwide.

Each tier increases an agency’s your chances of winning business from international clients.

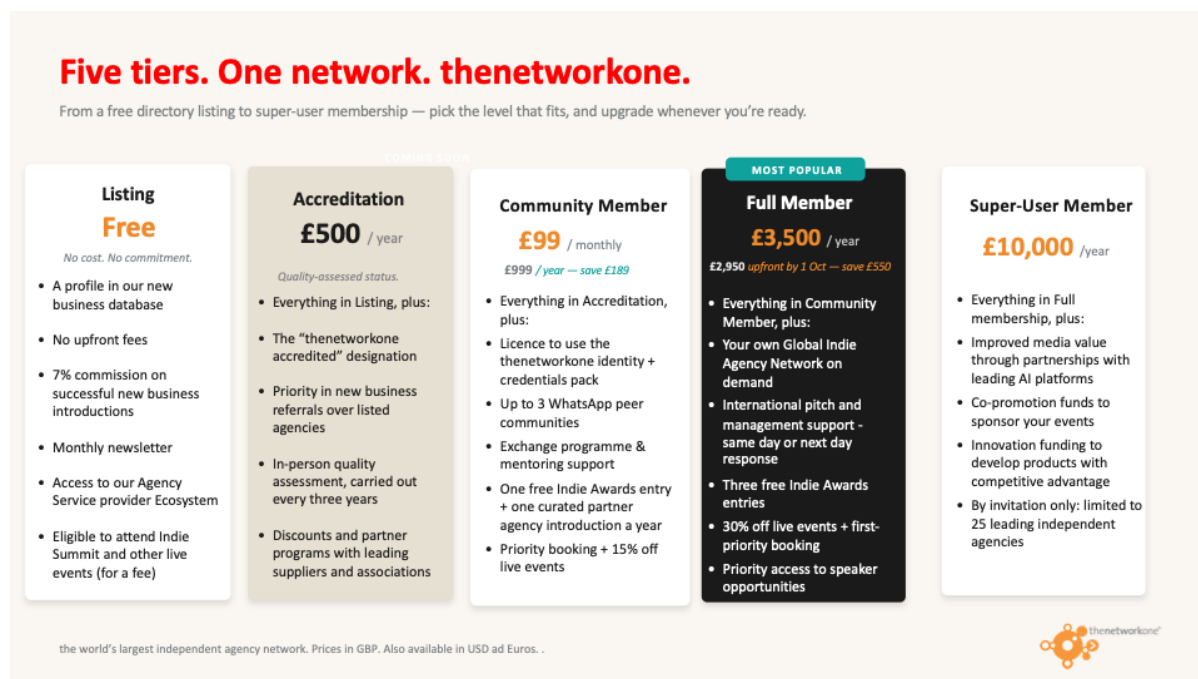
The current tiers are:

1. **Free listing:** this is for the most cost-conscious agencies. We ask that you complete our database form and agree to our general T&C’s, which protect every agency’s rights and interests. It gets you into our consideration set, when new business opportunities arise which match your agency’s profile.
2. **Accreditation:** this is for agencies who don’t want to miss out on new business opportunities, for lack of an internationally recognised guarantee of their quality. It means we know you well enough to licence you to use thenetworkone name and identity, as evidence of your status and professionalism. We will set up a call or an in-person visit to learn about your agency and the kind of new business you would most like to have.
3. **Community membership:** this is for agencies seeking active engagement with other independent agencies and our specialists. We will give you on-demand access to the ecosystem of experts and specialists at the same level – or better – than a traditional holding company. You’ll be able to join online affinity groups with agencies that have similar characteristics and interests. You’ll have priority booking and reduced rates for our in-person and online conferences and meet-ups.
4. **Full membership:** this is the gold standard service which has built our business over the last 20+ years. It’s especially relevant with agencies who have the desire and capability to lead and manage international assignments. we provide active support in pitching, winning and managing international client assignments. We create a “network on demand,” customised for you and your client taking into account location, skills, sector experience, availability, fitness for the role required and cultural fit. It also acts

as a concierge service, helping you with business advice and services too numerous to list here!

5. **Coming soon: super-user membership.** Confidential for now, so stay tuned for more. Be assured, existing members will be the first to hear about it.

Check the chart below, for a comparison of all the member tiers – and a link to join, if you are ready.



Prices quoted (except for Super-User members) are for online payment by Mastercard or Visa Card. Payments may also be made by bank transfer but an additional fee of 10% will be added to cover bank charges, administration and other costs. UK Tax will be added where legally required (usually only for agencies located in UK).

Any independent agency may apply to join any of the tiers in the programme. The decision on whether to admit an agency is the prerogative of thenetworkone online ltd, which may decline an agency's application without always giving a reason.

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

We accredit agencies in good faith, based on our judgment and information known to us. However, we are not able to accept liability for agencies' or clients' actions or performance. thenetworkone acts as advisor but not as principal in any contractual relationship, unless and until a contract is established otherwise.

Accredited agencies agree to supply, and that thenetworkone may retain, information about their businesses, necessary for us to recommend them for appropriate assignments. This includes date of foundation, ownership, key contacts, principal capabilities and major clients. Agencies are encouraged to provide other relevant information about their businesses to help

us assess their suitability for assignments. This information will be securely held on our database and will only be used in connection with the provision of services outlined in this document.

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

All Members, listed and accredited agencies agree:

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

Subject to this, thenetworkone will provide services for the agencies according to their chosen tier of engagement.

Listings, Accreditations and Community Memberships renew automatically on each anniversary of joining, unless cancelled in writing by either party before the renewal date; a reminder will be sent in advance. Membership fees may be paid annually in full or in monthly instalments; the payment frequency does not affect the renewal term. Full memberships will continue to be due on 1st January each year unless previously cancelled. If an agency joins part way through a year, a full year's membership will be charged on joining and a reduced pro rata amount will be due the following year, so no agency pays twice for the same period.

Listing, Accreditation and Community Membership may be terminated by the agency at any time, provided that fees already due have been paid. Either party may terminate the membership immediately, in the event of a change of ownership or control, gross misconduct, misuse of the thenetworkone identity or communities, or bringing the name of the other party into disrepute. Fees already paid will not be refunded.

At the discretion of thenetworkone, Membership services may be withheld until payment is received, if fees remain unpaid for more than one month and after two reminders. If fees remain unpaid after three months, Membership will be cancelled automatically. Should the member subsequently rejoin, a rejoining fee of 10% of the annual membership cost will be charged additionally.

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 agreement in advance.

In the event of accepting business from a new client introduced by thenetworkone, the agency agrees:

- to inform thenetworkone when a contract is made with an introduced client, or (if no formal contract is made), when income is first received from the client
- to pay to thenetworkone a commission of 7% of the agency's fee, commission or equivalent income from the client(s) we introduce, for a period of one year from the date of the agency's first invoice to the client in question. This commission period may be extended at the agency's request, if the agency wishes thenetworkone to provide continuing active support to the agency in servicing the client's business.
- to report income quarterly by means of a simple form, supplied by thenetworkone.
- to inform thenetworkone with a minimum of three months' notice (and always before informing the client) if the agency wishes to resign a client's business within one year after starting to work for that client.

All information regarding any business opportunity is provided on the strict understanding that it will be kept confidential, unless the information is already in the public domain.

All introductions are made on the understanding that if accepted, the agency will respect and adhere to all local laws and international standards of financial transparency, as well as any contractual terms made known in advance by thenetworkone or the client.

All contractual and other business relationships entered into by thenetworkone are governed by the laws of England, unless agreed otherwise in writing.

Changes to these terms and conditions

Any changes to these terms and conditions will be individually advised to all Members. The currently applicable terms of business will at all times be posted on our website, www.thenetworkone.com.

For further information please contact Julian Boulding, Founder of thenetworkone:

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