ANTI-CORRUPTION CERTIFICATE

Third Party: _____

The following are referred to as the "Anti-Corruption Clauses". Third Party, its employees, any of its subsidiaries or affiliates who provide services ("Services") to Omnicom Group, Inc. or any of its agencies or affiliates (collectively, "Omnicom") and any third party subcontracted to perform such Services or acting under Third Party's direction (Third Party's "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 Third Party 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 Omnicom, 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 Omnicom.

(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) Third Party represents that (i) no Government Official who has the ability to provide business to Omnicom or who otherwise has influence over Omnicom's business (or close relative of such Government Official) owns, directly or indirectly, any material interest in Third Party, or is a director, officer, key employee or other personnel of Third Party (except as otherwise disclosed in response to item 13 of the corruption questionnaire), and (ii) neither Third Party nor any of Third Party's directors, officers, key employees or other personnel has any material business relationship with such Government Official

or close relative of such Government Official (except as otherwise disclosed in response to items 15 and/or 17 of the corruption questionnaire). 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.

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

(e) Third Party will maintain accurate books and records relating to its performance of the Services and its compliance with the terms of these Anti-Corruption Clauses. From the date hereof until 18 months after (i) the date hereof or (ii) the expiration of all contracts between Third Party and Omnicom (whichever is later), Omnicom and its designated representatives may during normal business hours, upon written notice provided at least thirty (30) days in advance, inspect and audit Third Party's books and records to ensure Third Party's compliance with the terms of these Anti-Corruption Clauses.

(f) Third Party 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 Omnicom, Third Party will provide details of such policies, training and compliance monitoring and any other information reasonably requested by Omnicom to ensure compliance with Anti-Corruption Laws.

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

(h) Third Party will hold harmless and indemnify Omnicom 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 Third Party or incurred in relation to investigating or defending any unlawful activity by Third Party or any governmental investigations, formal or informal, involving Third Party.

Name of Third Party: _____

By: _____(Signature)

Date: _____