



NEUE MUSIK FOR ALL MEDIA

Invoice

Bill To:
HAVAS WORLDWIDE NYC
200 Hudson St
New York, NY 10013
USA

Date	Invoice No.	P.O. Number	Terms	Project
06/18/15	HILLC1244	30000-63269	Due on receipt	150518_KY Love and Comfort

Item	Description	Rate	Amount
LICENSE	Job # 67546 15 RB KY Comfort&Love TV Prod Customer: Reckitt Benckiser KY Spot: KY Comfort and KY Love "Little Kittens" by Christos Andreou "Bad Brunette" by Martin Briley "Feeding Frenzy" by Stephen Skinner TERM: 1 Year + year 2 option DURATION: :15 and :30 TERRITORY: USA MEDIA: TV + Internet	20,000.00	20,000.00

Total	\$20,000.00
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PLEASE MAKE CHECKS PAYABLE TO:

The Haus International LLC
 PO BOX 640 | Barnstable MA 02630 | USA
 Tax ID # 27-2283149
 CITIZEN'S BANK
 425 Attucks Lane | Hyannis MA 02601
 ABA 211070175 | ACCT 1321428291

Purchase Order

200 Hudson Street
New York, NY 10013
United States

Purchase Order: 30000-63269
Date: 06/18/2015

Supplier: Haus International LLC
99 State Street #3E
Brooklyn, NY 11201
United States

Billing Instructions: Email one PDF per invoice
to:APHavasNY@HavasWW.com

OR by Regular Mail to:
Havas Worldwide New York - 30000
PO Box 11138, Chicago, IL 60611
United States

Customer: Reckitt Benckiser KY
Buyer: Ralph E Nelson
Email: sandy.nelson@havasww.com
Project: 67546 15 RB KY Comfort&LOVE TV Prod

Description	Amount
20012-Music	20,000.00
Total PO Amount in USD	20,000.00

PO covers music license fees for 1 year usage in North America (US TV + Internet) for the following compositions:

"Little Kittens" & "Bad Brunette" for KY Love "Kittens"
&
"Feeding Frenzy" for KY Comfort "Jet Ski"

Option to renew for 2nd year @ 110%

PO instructions:

Please submit invoices electronically to APHavasNY@havasww.com
and cc sandy.nelson@havasww.com

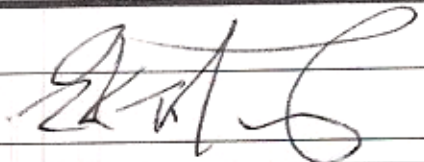
One pdf file per invoice will be accepted (all supporting docs included with invoice in one file), and only one invoice can be included
within each email. Only pdf files are accepted and invoice MUST reference PO #.

For payment inquiries please contact AP:
accountspayable.ny@havasww.com or 212-886-2453

This purchase order is subject to the terms and conditions attached:

NOTE TO VENDORS
Shipping method must be noted on all invoices
Supporting shipping documents must be attached to all invoices

Authorized Signature



Purchase Order

Terms and Conditions

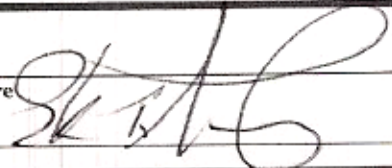
1. **Services:** Agency hereby engages Supplier to perform certain services or provide certain materials or equipment as more specifically in a statement of work or this purchase order ("**Services**"). All Services must be completed within the time frame and according to the specifications required by Agency as the same may be amplified or modified by the parties during the term of this purchase order. In certain cases, Agency may be purchasing services, materials, or equipment on behalf of one or more client. In such event, the term "Client" used herein shall refer to the client or clients for which Supplier is making such purchases. In the event, Supplier is not purchasing materials, services, or equipment on behalf of a client, the term "Client" used throughout this purchase order shall not apply. Supplier shall render the Services in accordance with the highest professional standards.
2. **Term:** The term of this purchase order shall commence on the date hereof and continue until the Services are completed or materials or equipment delivered in accordance with Agency's specifications, unless sooner terminated in accordance with the provisions hereof ("**Term**").
3. **Compensation:** Agency shall pay Supplier in accordance with agreed upon statement of work or this purchase order. All payments will be made in accordance with any schedule as may be set forth in the applicable statement of work or this purchase order but in no event prior to forty five (45) days of the date of invoice. Agency will not pay Supplier any amount in excess of the amount set forth in the applicable statement of work or this purchase order unless Agency has approved such excess amount in writing. All invoices must be received within thirty (30) days after the Services are complete or the materials or equipment delivered. All invoices shall be itemized and submitted in detail. Failure to comply with these requirements may result in late or non-payment for which no penalties will apply.
4. **Audit Rights:** Agency shall have the right upon reasonable prior notice to review during business hours Supplier's books, records, and accounting practices as they pertain to the Services. Supplier shall maintain complete records, including, but not limited to, the costs of all materials, equipment, and services purchased and work subcontracted to other parties. All records shall be maintained in accordance with United States generally accepted accounting principles consistently applied ("**GAAP**") and in such a manner as may be readily audited. These records, including all supporting documents, shall be available at Supplier's premises. All records must be maintained for at least two (2) years after the Services to be provided under this purchase order are completed.
5. **Ownership:** All right, title, and interest in and to the design, ideas, trade secrets, trademarks, intellectual property rights, copyrights, patents, and all elements thereof, and all other materials relating to the Services, materials, and equipment provided hereunder, whether or not used by Agency, ("**the Work(s)**") shall be and remain vested in Agency. In confirmation thereof, and without in any way limiting the foregoing, Supplier hereby assigns to Agency all right, title, and interest in and to the Work(s) herein commissioned and that of any persons that Supplier engages in connection with the Work(s), including copyright throughout the world and including the unqualified right of Agency to create and use, and to assign, license, or authorize others to create and use, derivative works based thereon free from any encumbrance. To the extent that the Work(s) hereunder qualify as works for hire under the provisions of the U.S. Copyright Act, Supplier hereby confirms that the Agency is, and shall be deemed, the author thereof. Supplier agrees to execute all further documents deemed necessary in Agency's sole discretion, to effectuate the terms of this assignment and shall secure the cooperation of all persons it engages to execute such further documents upon demand by Agency. Agency shall have the sole and exclusive right to use the Work(s) at any time in any way it chooses throughout the world, to reproduce and revise the Work(s) or any part(s) thereof, and to license others to do any of the foregoing. Agency shall have the sole and exclusive right to register and claim copyright ownership of the Work(s) in all countries of the world in its own name or in the name of any other party Agency may choose. Supplier shall have no right to use or authorize others to use the Work(s), whether furnished by Supplier or Agency, in any manner without the prior written approval of Agency or Agency. All ideas, designs, slogans, plans, advertising, or promotional materials or any other materials submitted, created, or developed by Supplier for Agency during the term of this purchase order shall be as between Supplier and Agency. Agency's sole and exclusive property.
6. **Independent Contractor:** It is understood that Supplier is acting as an independent contractor. Any and all contracts made by Supplier in the performance hereof shall be made by Supplier for as principal and not as agent of Client or Agency, and neither Client nor Agency shall have any liability to any party to any such contracts made by Supplier. Supplier shall discharge all obligations imposed by any federal, state, or local law, regulation, or order now or hereafter in force, including, but not limited to, taxes, unemployment compensation or insurance, social security, and workmen's compensation and including the filing of all returns and reports required of employers and the payment of all assessments, taxes, contributions, and other sums required of them. Supplier shall remain responsible for supplying all supplies, equipment and elements necessary to fulfill its obligations hereunder.
7. **Liability Insurance:** Supplier and each of its subcontractors shall carry comprehensive public liability insurance at its expense covering any death or injury or damage to persons or property arising out of, or in connection with, Supplier's performance hereunder. Supplier shall deliver a certificate of insurance evidencing Supplier's coverage prior to commencement of the work hereunder. Such certificate shall provide that Agency and Client are named as additional insureds. The certificates shall evidence the following coverage and limits: Workers Compensation shall be in the amount required by state law and Employer's Liability shall be no less than \$1,000,000. Commercial General Liability and Automobile Liability shall be no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate (such coverage shall include, but is not limited to, damage to persons or property; independent contractors, products liability and any contractual liability assumed under the indemnification provisions set forth in this purchase order). Supplier shall provide Agency with properly executed certificates of insurance prior to the commencement work under this purchase order. All insurance shall provide that the coverage can not be reduced or cancelled without giving Agency at least thirty (30) days prior written notice. Supplier's insurance shall be primary and any applicable insurance maintained by Agency or Client shall be excess and non-contributing. Agency and Client reserve the right to require additional insurance coverage(s) commensurate with the nature of the Services.
8. **Warranties and Representations:** Supplier warrants and represents that:
 - (a) Supplier will obtain and furnish to Agency appropriate signed consents, releases, clearances, licenses, authorizations, and other agreements with regard to all persons whose names, appearances, likenesses, voices, or other attributes are contained in the Work(s) and for all properties and materials furnished by Supplier in connection with the Work(s), including, but not limited to, agreements assigning and confirming that all rights, including copyright in the Work(s) vest in and are granted to Client for its unfettered use, exploitation, and disposition of the Work in all mediums and media throughout the world;
 - (b) upon delivery to Agency, the Work(s) shall be free and clear of any and all claims, liens, mortgages, or other encumbrances of any kind or nature whatsoever;
 - (c) has the full right and authority and has all necessary permits and licenses and is otherwise authorized to fulfill its obligations hereunder and to grant the rights granted to Agency hereunder;
 - (d) as to materials and services supplied by Supplier in its performance hereunder, Supplier shall not, and the use of the Work(s) by or under authority of Agency or Client shall not, (i) violate or infringe upon the private, civil, property, copyrights, trademarks, trade secrets, patents, or other intellectual property or other rights of any kind or nature whatsoever of any person, firm, or corporation, or (ii) violate any federal, state, or local laws, orders, or regulations;
 - (e) in performing the Services and providing the materials and equipment hereunder, Supplier will comply with all applicable laws, regulations, rules, and ordinances;
 - (f) neither Supplier nor any of its employees, subcontractors, or agents is excluded, debarred, suspended, or otherwise ineligible to participate in federal procurement or funding;
 - (g) during the negotiation and performance of its obligations pursuant to this purchase order, neither Supplier nor any of its officers, directors, employees, or representatives has participated in any activity which could be or appear to be a conflict of interest, including, directly or indirectly, (a) receiving any remuneration or personal benefit of any kind, or (b) providing any remuneration or other benefit of any kind to a third party in connection with this purchase order or to secure some other advantage in connection with or otherwise influence its relationship with Agency (including, without limitation, rebates or commissions); and
 - (h) will comply with the Havas Code of Ethics available on Havas website at the following address: <http://www.havas.com/havas-dyn/en/investment-documents-rapport-35.html> and with Havas's commitments to social responsibility which can be found on Havas's website at <http://www.havas.com/havas-dyn/en/commitments-socialresponsibility-1.html>.
9. **Indemnification:** Supplier hereby agrees to indemnify, defend and hold Agency and Client and their respective subsidiaries, affiliates, parents, partners, and licensees harmless from and against any loss, cost, liability, damage, or expense (including reasonable attorney's fees and expenses) any of them may incur or be liable for arising out of any of (a) breach or alleged breach of Supplier's representations or warranties hereunder, (b) breach of Supplier's obligations hereunder, including its obligations pursuant to Section 15 hereof, or (c) Supplier's negligence or willful misconduct.

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Purchase Order

10. **Cancellation:** Agency shall have the right to cancel this purchase order by written notice to Supplier at any time prior to completion. In such event, Supplier shall deliver to Agency all completed and uncompleted Work, and provided such cancellation is not pursuant to Section 11 below, Agency shall be liable to pay Supplier, in lieu of the price specified in the applicable statement of work or this purchase order, a sum which will reimburse Supplier for reasonable direct costs incurred by Supplier to the date of cancellation. In no case, however, shall payment pursuant to this Section exceed the price specified in the applicable statement of work or this purchase order.
11. **Failure to Deliver Works:** If, at any time, Supplier refuses or fails for any reason to deliver Work(s), materials, or equipment in accordance with provisions hereof, or if Supplier shall otherwise breach its obligations under this purchase order (including a breach of its representations and warranties) and shall fail to cure such default (if curable) within five (5) days after Agency gives Supplier written notice to do so, or if there is filed by or against Supplier a petition of bankruptcy, insolvency, or reorganization or for the appointment of a receiver or trustee of all or part of Supplier's property, or if Supplier should make an assignment for the benefit of creditors, then, Agency shall have the immediate right to terminate this purchase order, and Supplier shall promptly return all of Agency's and Client's property to Agency, without relieving Supplier of any obligation or waiving Agency's right to refund of all sums paid to Supplier hereunder, over and above the reasonable value of any Work prepared by Supplier and delivered to Agency up to the date of such termination.
12. **Publicity:** Except as otherwise authorized in writing by Agency, Supplier shall not (a) furnish or deliver, in whole or in part, to anyone, other than Agency and Client, the Work(s), (b) allow anyone, other than personnel of Agency, Client, and Supplier, to view or inspect, in whole or in part, the Work(s) or any such other material, (c) otherwise disclose, in whole or in part, to anyone other than personnel of Agency, Client, and Supplier, the contents of the Work(s) or any such other material, or (d) authorize or release any advertising matter or publicity of any form containing any reference to the Work(s) or to the corporate names and/or trademarks of Client and/or Agency or to Supplier's engagement of services hereunder.
13. **Client:** Wherever used in this purchase order, the term "Client" shall mean Client, its parent, subsidiary, affiliated and associated companies, its or their successors or assignees, or any one of them as Client may elect.
14. **Agency / Client Relationship:** If the materials and for services being purchased hereunder are on behalf of a client of Agency ("Client"), Agency is acting as agent for its Client. All rights, benefits, privileges, and properties vested in Agency pursuant to this purchase order are vested in Agency for the benefit of its Client, and all obligations, liabilities, and duties imposed on Agency by this purchase order are imposed on Agency as agent for a disclosed principal and not as principal.
15. **Nondisclosure/Security:**
 - (a) It is understood that Agency may disclose to Supplier information regarding Agency and Client and its and their company, business plans and results, pricing, business planning, trade secrets, know-how, customer lists, database and other financial business or technical plans, results, or information. Such information whether provided in written, encoded, graphic, or other tangible form, or orally shall be deemed to be confidential, whether or not designated as confidential and shall be hereinafter referred to as "Confidential Information". Client shall at all times retain sole and exclusive title to all Confidential Information.
 - (b) Supplier agrees that it will not divulge, disclose, communicate, or release or in any way make available or furnish, either directly or indirectly, to any person, firm, corporation, association, or organization, at any time, any Confidential Information, summary of Confidential Information, or any reports based on Confidential Information. Supplier shall restrict disclosure of the Confidential Information to only those of its employees with a need to know such information in order to fulfill its obligations hereunder and shall advise those employees of their obligation under this purchase order to protect the Confidential Information. Supplier shall take all necessary measures to insure that the absolute confidentiality of the Confidential Information is maintained, including, but not limited to, any measures the Supplier takes to safeguard the Supplier's own valuable confidential information.
 - (c) As part of the Services, Supplier shall establish, implement, and maintain effective safeguards against the destruction, loss, alteration, or unauthorized disclosure of Client's Confidential Information, data, and materials in Supplier's possession in accordance with Client's security standards in effect from time to time or if Client does not have any such standards, best practices in the industry. Supplier shall establish, maintain, and enforce safety and security measures that are at least (i) equal to industry best practices for similar data facilities as those evolve from time to time, and (ii) as rigorous as those in effect at Client's facilities. Supplier shall immediately inform Agency of any breaches or potential breaches in security.
 - (d) Notwithstanding the foregoing, the Supplier's obligations to keep information confidential shall not apply to information which (i) was already known by Supplier prior to disclosure by Agency, (ii) has become generally available to the public through no action or inaction by Supplier, its consultants, affiliates, or subsidiaries and the respective directors, officers, employees, agents, and representatives of each, (iii) Supplier learned from a third party as long as such third party was under no obligation to keep such information confidential, or (iv) Supplier is required to disclose pursuant to a judicial proceeding.
 - (e) If any Confidential Information is subpoenaed from or a demand for production is made by any other form of legal process on the Supplier or any of the Supplier's partners, subsidiaries, affiliates, or their respective directors, officers, employees, agents and representatives by any court, administrative, or legislative body or any other person or entity purporting to have authority to subpoena or demand the Confidential Information, Supplier shall not (nor shall the Supplier permit the Supplier's partners, directors, officers, employees, or agents to) produce the Confidential Information without first giving written notice of the subpoena or demand (including the delivery of a copy thereof) to counsel for Client within sufficient time prior to the time when production of the Confidential Information is requested by subpoena or demand to give Client a reasonable time within which to object to such production.
 - (f) Supplier acknowledges that the breach of the covenants contained in this purchase order may lead to irreparable harm to each of Agency Client that would be inadequately compensated by money damages. Accordingly, Supplier agrees that, in addition to any other legal remedies that may be available, temporary and permanent injunctive relief against the threatened breach of the undertakings contained in this purchase order shall be available without the necessity of proving actual damages or posting a bond.
 - (g) On the termination of this purchase order, Supplier shall return to Agency any and all reports, documents, papers, or other matters obtained by it that contain Confidential Information. The obligations of this Section 15 and of Sections 4, 5, 6, 7, 8 and 9 shall survive the termination of the purchase order.
16. **Assignment:** This purchase order may not be assigned by Supplier without the written consent of Agency.
17. **Notices:** Service of all notices under this Contract shall be sufficient if given personally or mailed to any officer of Agency or Supplier at their respective addresses as set forth in this purchase order and in the case of the Agency to the attention of the Chief Financial Officer. Any notice mailed by first class shall be deemed to have been given on the day which is two (2) days after it is mailed. Any notice given by first class or registered or certified mail, personal delivery or nationally recognized overnight courier shall be deemed to have been given on receipt.
18. **Failure to Exercise Rights:** The failure of any of the parties hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth herein shall not in any event constitute a waiver of any such rights upon the recurrence of any such contingency.
19. **Nondiscrimination and Compliance:** This purchase order is subject to applicable laws and executive orders relating to equal opportunity and nondiscrimination in employment including but not limited to Executive Order 11246 and the Immigration Reform and Control Act of 1987. Supplier shall not discriminate in their employment practices against any person by reason of race, religion, color, sex, age, national origin, sexual orientation, veteran status, unemployed status, handicap, or other protected classification and agrees to comply with the provisions of said laws and orders, as well as all laws and orders relating to the use of minority business enterprises, to the extent any such laws and orders are applicable in the performance of work or furnishing of Services, materials, or supplies hereunder. For this purpose, the provisions of such laws and orders and pertinent regulations issued thereunder, as now in force or hereafter amended, shall be deemed an integral part of this purchase order to the same extent as if written at length herein.
20. **CAN-SPAM ACT**
 If Supplier is providing any data, Supplier agrees that the list of names, addresses, email addresses, and other recipient data (the "Database") provided to Agency will be compiled and maintained in compliance with all applicable federal, state, and local laws, rulings, regulations, rules, and ordinances, including, but not limited to, the CAN-SPAM Act of 2003 and any applicable federal, state, and/or local consumer privacy and/or protection, false and/or deceptive advertising and unfair and/or deceptive trade practices laws (collectively, "Legal Requirements").

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Authorized Signature

Purchase Order

Supplier shall reconcile any suppression file provided by Supplier to Agency pursuant to this purchase order to ensure it consists only of persons who have affirmatively notified Supplier that they do not wish to receive communications from Client ("Client's Suppression File"). Supplier shall indemnify and hold each of Agency and Client harmless from any claims, losses, damages, actions, causes of actions, and expenses (including reasonable attorneys' fees) should Supplier fail to properly reconcile the Client's Suppression File.

- 21. **Entire purchase order:** This purchase order shall constitute the entire agreement between Supplier and Agency, and no modification hereof shall be valid unless in writing and signed by both Supplier and Agency.
- 22. **Law Governing:** This purchase order shall be construed pursuant to the laws of the State of New York.

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