

Internal Corporate Credit Card User Agreement ("Agreement")

PUBLICIS. S A P I E N T

Purpose:

The Publicis Groupe's Corporate Credit Card is an American Express card issued to designated members of staff with the approval of the Agency CFO. Requests for a Corporate Credit Card should be made in writing to *North America New Hires*

Your card will be delivered by the Re:Sources Corporate Card Program Administrator, who may set a limit for individual transactions, total value of transactions per month and authorised purchases based on instruction from your Agency. Each user must sign this Agreement as well as the Card Issuer's Terms and Conditions of Use (the American Express Application form) before the card is issued (this Agreement is set out below and should be signed and returned to the Re:Sources Corporate Card Program Administrator).

General Rules

All staff issued with a Corporate Credit Card must observe the following rules at all times:

1. The Corporate Credit Card must be used only by a member of staff that has signed this Agreement agreeing to abide by the Rules contained in this Policy and the Card Issuer's Terms and Conditions of Use (as separately detailed).
2. The Corporate Credit Card must be used only by the authorised user, whose name will appear on the card.
3. The Corporate Credit Card must be used to purchase only goods and services that are *bonafide* business travel and entertainment expenses. Travel should wherever possible be paid for using the normal Purchase Order and invoice system.
4. Other acceptable purchases include fuel, small business related items when away from your agency on business and entertaining guests and clients.
5. The Corporate Credit Card user must keep the card details confidential and not pass them to any unauthorised person.
6. The individual and monthly transaction limits set for the Corporate Credit Card holder must not be exceeded. It is forbidden to split artificially purchases to remain under the individual transaction limit.
7. Authorised Users should familiarise themselves with any local legal regulations for Travel and Entertainment and must ensure that the Corporate Credit Card is not used for transactions which are not appropriate.
8. The applicable tax rules on business entertainment must be followed.
9. The Corporate Credit Card must never be used for personal purchases.
10. Only those staff who have been explicitly authorised by their Agency CFO or Managing Director may use the Corporate Credit Card to obtain cash.

11. Receipts must be obtained for all purchases and expense claims made in line with Janus. (Corporate Card Statements vouchers do not qualify as receipts).
12. The Corporate Credit Card holder must inform American Express at once of lost or stolen cards. The company will cancel the card and issue a replacement as soon as reasonably possible. The Re:Sources Corporate Card Program Administrator must also be informed as soon as possible.
13. The Re:Sources Corporate Card Program Administrator must be informed when a card user leaves the agency, and the card returned.
14. Corporate Credit Cards must be terminated immediately if the authorised user ceases to have responsibilities that require it.
15. An up to date record of authorised users including date of issue/termination, card limit etc. must be maintained and held by the responsible Corporate Credit Card Program administrator in the Agency.
16. Corporate Credit Card usage will be subject to management checks to ensure compliance with current policies for claiming travel and entertainment and to guard against fraud.
17. Users are responsible for custody of the Corporate Credit card, and, the cards must be kept in a safe place at all times.
18. The Corporate Credit Card user is responsible for submitting expense claims as soon as possible within a maximum of 60 days from incurring the expense ensuring that items charged to the Corporate Credit Card have been solely and necessarily incurred in the conduct of official business; for providing details of each occasion of use; and for submitting receipts or vouchers for all expenditure.
19. A signed copy of this Agreement and the Card Issuers terms and Conditions of use should be retained for personal reference and the original sent to the agency HR Manager for retention on file.
20. It is the responsibility of the cardholder to ensure the corporate card is used in conjunction with Janus as may evolve from time to time.
21. AMEX will monitor cardholder spending patterns to prevent misuse of the card. A Pre-Authorisation Request (PAR) will be triggered if there is a significant change to the type and pattern of cardholder expenditure. This can be value related (spend exceeding last 3 month average) but is usually associated with transaction profile (high risk or personal transactions). Cardholders may be asked for a PAR form for the reasons described above. When this happens the cardholder should contact the Re:Sources Corporate Card Program Administrator to request that a PAR be completed. Once complete, the PAR will remain in place and will support all transactions up to the value stated.
22. Subject to any applicable Money Laundering Regulations/Law such as the UK Money Laundering Regulations, AMEX must check the identity of anyone who wants to open an account or buy any financial product/service from them. AMEX will, in the first instance, use an enhanced system of electronic identification for all card applications. If they are unable to verify the applicant's identity electronically they will then ask them to provide a copy of their photo ID (either passport, driving licence or national identity card) before the account can be set up.

Unauthorised usage of a Corporate Credit Card issued in accordance with the above Rules will be considered a disciplinary offence which could lead to dismissal.

Data Protection Policy Statement

In order to grant you access to a Corporate Credit Card we need to keep personal data about you on our files. In doing this, we are required to comply with legal obligations concerning data protection, such as the requirements of the French Data Protection Act No. 78-17 of January 6, 1978, as amended and any

equivalent applicable data protection legislation elsewhere. Under the legislation and in this Agreement information about individuals is referred to as "personal data".

What personal data do we hold as a result of issuing you with a Corporate Credit Card?

We will process and transfer the following types of personal data:

- Name
- Address
- Phone number
- Bank co-ordinates
- Company
- Department
- Manager
- Card member spend
- Any delay in payment

What do we do with the data?

Data held on staff will be used only for purposes connected with Corporate Credit Cards applications and use.

We may disclose personal data:

- To other Publicis Groupe companies (including agency HR departments, Re:Sources procurement, agency CFO departments for the check of the application forms and the investigation of any incidents), the Agency for which you work, and the PGH Global Procurement Team for global reporting. This may include transborder transfers such as sending data outside the EU, outside the EEA, to Groupe companies established in the USA not adhering to the Safe Harbor and in countries not ensuring an adequate level of protection;
- To outside individuals and organisations -however, we will only do this if you have consented, if required by law, or where necessary for Corporate Credit Cards services. We may disclose data to the relevant local AMEX Team, the global AMEX Team, AMEX Travel if there is a travel spend problem, and from time to time to third party suppliers whose identities we will notify you of. We will also ensure that we have the relevant applicable transborder mechanism with such outside individuals and organisations (e.g. Standard Contractual Clauses) in place to protect your personal data.

For this reason and by signing this Agreement, you hereby consent to the collection, use, access, storage and transfers of such personal data outside your geography by your Agency to the recipients and locations mentioned above in order to further the administration of expenses and provision of Corporate Credit Cards even where the country or territory in question does not maintain adequate data protection standards.

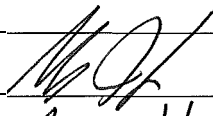
Your rights & Obligations

In conformity with the applicable laws, such as the French Data Protection Act No. 78-17 of January 6, 1978, as amended and other relevant data protection legislation, you have the right to access, rectify and/or object for legitimate reasons in relation to all your data subject of the processing. To exercise your rights, you need to inform the appropriate HR Manager.

You must also keep us informed of any changes to your personal circumstances which we may need to know. This will include changes to your address, name or bank details or any other changes that may affect your employment.

By signing below I confirm that I have read, understand and accept the Internal Corporate Credit Card User Agreement. I understand that I am personally liable for any expenditure charged to the Corporate Credit Card. I further understand that any expenditure charged to the Corporate Credit Card which does not comply with Publicis Groupe Corporate Policy will not be reimbursed by Agency.

Employee Signature:	<i>shashank agrawal</i>
Print Name:	Shashank Agrawal
Date:	01/11/2018

PUBLICIS.SAPIENT	
Authorized Agency Signature:	
Print Name:	Mark Hime
Date:	9/18/13