

# General Terms and Conditions of Sale

(applicable to all advertising campaigns carried out on or after 1 January 2024)

These General Terms and Conditions of Sale, together with the JCDecaux France 2024 Commercial Terms and Conditions, can be downloaded from the website <http://www.icdecaux-airport.fr> or obtained on written request.

## I - GENERAL -

### Article 1 - The Advertiser

An "Advertiser" is considered to be any natural or legal person purchasing advertising campaigns on the media offered by JCDecaux France on its own behalf, either directly or through an Agent.

### Article 2 - The Agent

An Advertiser's "Agent" is any natural or legal person purchasing advertising space on behalf of an Advertiser under the terms of a written agency contract that complies with the provisions of Law no. 93-122 of 29 January 1993 (or "Mandate"). All Agents must provide JCDecaux France with a copy of the Mandate certificate binding them to the Advertiser, at the latest when subscribing to an Order.

The Mandate certificate can take 2 forms:

- dematerialised and electronically signed, for example via the "MyMandat" platform published by EdiPub;
- by a written document, duly filled and signed, and sent by any means necessary to ensure that it is in order.

### Article 3 – The Licensor

The term "Licensor" refers to any authority or authorities managing the airport platform(s) hosting the advertising campaign, which is the subject of the Contract.

### Article 4 – The Location

A "Location" is considered to be one (or more) medium/media with one (or more) advertising face(s) referenced on the plan at a single price or which cannot be sold separately. This (these) medium (media) may consist of one or more fixed or scrolling panel(s), screen(s) or digital screen wall(s) (or "digital Fresco"), intended for paper display or using digital technology.

### Article 5 – The Arrangement

The "Arrangement" is a set of Locations, personalised or otherwise, which meet criteria of geographical coverage, audience, quality and location. Each Arrangement may change depending on the number of Locations available and any restrictions on displaying or broadcasting at certain Locations.

A "Campaign" refers to the reservation of an Arrangement made up of Locations.

### Article 6 – The advertising space purchase contract

The advertising space purchase contract (or "Contract") consists of these General Terms and Conditions of Sale and the Commercial Terms and Conditions of JCDecaux France, as well as the Order as defined in Article 7 below. The general terms and conditions of purchase of the Advertisers and/or their Agent shall not be binding on JCDecaux France.

The signing of a Contract by an Advertiser and/or its Agent implies unconditional acceptance of these General Terms and Conditions of Sale, the Commercial Terms and Conditions, Catalogue 2024 of JCDecaux France, the Ethics Charter of the JCDecaux Group, in particular with regard to the anti-corruption rules and commitments referred to therein, as well as compliance with the laws and regulations governing advertising.

### Article 7 – The Order

"Order" means the signature by an Advertiser and/or its Agent of an order form for one or more Arrangement(s). All Agents must, at the latest at the time of subscribing to an Order, provide JCDecaux France with a certificate issued by the Advertiser providing proof of its Mandate. The Mandate shall be deemed to be valid for an indefinite period, unless otherwise stated, until the Advertiser notifies JCDecaux France of its interruption by registered letter with acknowledgement of receipt.

For any Advertiser and/or its Agent, the subscription to an Order is materialised by the signature, within fifteen (15) days of the firm reservation of the Arrangement(s), of a dated order form which will mention:

- the exact name and address of the Advertiser, as well as the address to which the invoice should be sent;
- the exact name and address of the Agent, if applicable;
- the exact nature of the product and/or service and/or brand to be displayed/broadcast;
- the start and end dates of the display or broadcast;
- the date and place of delivery of the posters, including any localisation banners and installation instructions;
- any broadcast dates and times;
- the chosen Arrangement(s);
- the Tariff excluding taxes, duties and ancillary costs for the Campaign;
- any discounts relating to the Order;
- the total net amount before expenses;

- the ancillary costs set out in Article 9 below;
- the terms of payment.

The offered Arrangement is always subject to availability on receipt of the Order signed by the Advertiser and/or its Agent. In the event of unavailability, replacement proposals may be submitted to the Advertiser and/or its Agent. If the order form is not signed within the aforementioned period, the Locations may be put back up for sale.

### **Article 8- Validity of the Contract**

**8.1** The Contract will only be deemed validly signed once the Order has been signed by JCDecaux France, the Advertiser and/or its Agent (or the "**Party (Parties)**"), accompanied in the latter case by the Mandate certificate. Consequently, the failure by the Advertiser or its Agent to return one (1) original of the duly signed Order within fifteen (15) working days following their dispatch by JCDecaux France, may *ipso jure* result in the forfeiture of the previously negotiated terms at the initiative of JCDecaux France.

**8.2** The failure of the Advertiser and/or its Agent to sign the Order and/or the Mandate may not under any circumstances be held against JCDecaux France. The Advertiser is jointly and severally liable to JCDecaux France for the commitments entered into by its Agent. In the event of rectification and/or modification requested by the Advertiser or its Agent, JCDecaux France reserves the right to refuse them.

In the presence of a formal commitment, in particular by e-mail, materialising the agreement of the Parties on the subject matter and the price, the failure of the Advertiser and/or its Agent to sign the Advertising Order and/or the Mandate may under no circumstances be a cause for cancellation of the Order by the Advertiser and/or its Agent and thus may not be held against JCDecaux France, which may under no circumstances suffer any prejudice whatsoever as a result.

## **II - TARIFE -**

### **Article 9 – Tariffs**

**9.1** The applicable "**Tariff**" is determined by JCDecaux France on the basis of the selected Locations and in particular according to the following factors, which may be applicable:

- Audience for the Arrangement;
- Broadcasting days and times;
- Geographical location;
- Quality of the Arrangement;
- Seasonality;
- Periodicity;
- Cost of the technological platforms used for programmatic sales.

**9.2** Each Tariff is unique and excludes taxes, duties and ancillary costs.

**9.3** JCDecaux France reserves the right to modify its Tariffs, its General Terms and Conditions of Sale and/or its Commercial Terms and Conditions at any time.

**9.4** Failure by the Advertiser and/or its Agent to respond within fifteen (15) days of the communication - by any means - of the new Tariffs and/or the new General Terms and Conditions of Sale and/or the new Commercial Terms and Conditions will be deemed as acceptance of these new factors and, consequently, of any changes made to the price of the Campaign.

**9.5** The Tariffs include the provision of the medium and the posting/broadcasting of the "**Content**", it being understood that Content is any fixed or animated element making up a poster or a Commercial, for the duration of the Campaign.

The following will be invoiced in addition:

- the cost of installing localisation banners, covering, neutralising, adding to and/or replacing all or part of the posters and/or banners;
- screening costs (broadcasting costs), covering in particular the following services:
  - loading and setting Content;
  - programming of Campaigns;
  - scheduling and synchronisation of Content (or "**Schedule**");
  - uploading new Content to a Campaign in progress;
- the costs of creating the Content if the Advertiser does not supply it;
- electricity costs for illuminated furniture;
- any duties and taxes;
- costs relating to operations involving the use of special manpower, systems and/or travel;
- costs arising from specific requests for photographic reports and/or *ad hoc* studies.

Each Campaign broadcast as part of a digital Arrangement sold on Locations with a screen size of between 55 and 100" will be invoiced for 3% of the gross media rate excluding tax for the campaign in respect of the cost of screening, with a minimum amount of €150 excluding tax.

Broadcasts on Digital Iconic, as well as special operations and Long Runs, will be invoiced at a specific flat rate, with the amount validated at the time of booking.

**9.6** Registration fees and taxes on existing or future billposting or advertising, as well as ancillary costs, will be borne by the Advertiser and its Agent, who are obliged to pay them. JCDecaux France may not be held liable in any way whatsoever for the principle, amount and/or changes of said fees and taxes.

### **III - DISPLAY AND/OR BROADCASTING CONDITIONS -**

#### **Article 10 - Communication of drafts**

The Advertiser and/or its Agent must communicate the Content drafts to JCDecaux France to enable legal, regulatory and, where applicable, ethical checks:

- for paper advertising (meaning paper or canvas advertising using adhesive, wall or hanging displays, exhibition space and/or animation): no later than five (5) weeks before the start date of the Campaign;

- for digital broadcast: no later than ten (10) working days before the start date of the Campaign;

This communication will be made without delay in the case of late or "last minute" sales.

Failure to communicate within the aforementioned time limits may under no circumstances justify a change in the conditions of the Order, and in particular a change in the starting date of the Campaign.

#### **Article 11 - Paper display**

Posters supplied by the Advertiser and/or its Agent must comply with the technical specifications laid down by JCDecaux France.

Printing inks must be of such a quality that they are resistant to the chemical agents contained in the usual adhesives and resistant to bad weather.

The Advertiser guarantees that the delivered posters do not use any harmful inks and do not contain any material that may pose a health risk to JCDecaux France employees.

#### **11.1 Size**

##### **1 m<sup>2</sup>**

Posters must be 80 x 120 cm, single-piece full paper, leaving a visible surface area of 77 x 115 cm.

If the Advertiser wishes to use localisation banners, the height of the poster and the assembled banner ready for installation must be a maximum of 120 cm, bearing in mind that the overlap of the banner on the poster is 1 cm. If the installation of the banner requires the delivered poster to be trimmed, the poster visual must include an unprinted reserve or a neutral print that can be trimmed in the space where the banner is to be overlapped. If the Advertiser supplies posters in a size smaller than 120 cm, without a localisation banner, there will be no possibility of applying a backing paper.

##### **2 m<sup>2</sup>**

Posters must be 118.5 x 175 cm, single-piece full paper, leaving a visible surface area of 116 x 170 cm. If the Advertiser wishes to use localisation banners, the height of the poster and the assembled banner ready for installation must be a maximum of 175 cm, bearing in mind that the overlap of the banner on the poster is 1 cm. If the installation of the banner requires the delivered poster to be trimmed, the poster visual must include an unprinted reserve or a neutral print that can be trimmed in the space where the banner is to be overlapped. If the Advertiser supplies posters in a size smaller than 175 cm, without a localisation banner, there will be no possibility of applying a backing paper.

##### **8 m<sup>2</sup>**

Posters must be 320 x 240 cm, leaving a visible surface area of 306 x 224 cm. Each poster is made up of four (4) rectangular pieces of equal height. If the Advertiser wishes to use localisation banners on 8 m<sup>2</sup> posters, it must consult JCDecaux France beforehand.

#### **11.2 Paper quality and printing characteristics**

With regard to the scrolling furniture of the Arrangements in particular, only full-bleed offset printing on one side in 4 colours / reverse side in 3 or 4 colours on 130 g/m<sup>2</sup> Matt Modern Coated paper will be accepted.

#### **11.3 Number of posters**

To ensure posting and maintenance under normal conditions, the Advertiser must refer exclusively to the quantities mentioned on the request for posters sent to it by JCDecaux France.

#### **11.4 Scrolling display**

The 8 m<sup>2</sup> sizes are displayed on the National Arrangements as defined in the Commercial Terms and Conditions, with one poster per roll in all the scrolling media of the Arrangement. However, if the Advertiser so wishes, it may request an additional poster. This request must

be made in writing through the Order. If JCDecaux France agrees, this additional service will be invoiced to it in addition to its Campaign and its cost will vary according to the purchased Arrangement.

#### **11.5 Installation instructions**

The installation instructions necessary for the execution of the Order must be communicated to JCDecaux France by the Advertiser or the Agent no later than three (3) weeks before the posting date mentioned in the Order.

#### **11.6 Delivery of the posters**

The posters necessary for the performance of the Contract shall be delivered by the Advertiser, at its own expense, no later than fifteen (15) working days before the posting date defined in the Contract, to the address indicated by JCDecaux France.

In the event of non-compliance with these technical specifications, the posters will be returned to the Advertiser, at the Advertiser's expense, and the Campaign will be delayed until the delivery of compliant posters and subject to the availability of the initially booked Arrangement(s). If their transparency requires backing paper, the supply and installation of the latter will be at the Advertiser's expense in addition to the price indicated in the Contract. Any failure, delay and/or error in the delivery of the posters, as well as the supply of insufficient posters, shall not be held against JCDecaux France and may not result in any modification of the Contract.

If it proves necessary to replace the posters during the term of the Contract, this will be done at the expense of the Advertiser, who must provide new posters within a period of fifteen (15) working days from the date of JCDecaux France's request, failing which the latter will be entitled to remove the advertising, without this leading to a reduction in the price indicated in the Contract.

#### **11.7 Return of materials**

At the end of the advertising period, JCDecaux France is under no obligation to return the advertising material.

#### **11.8 Installation/removal of indoor furniture**

The installation and removal of the displays are carried out by JCDecaux France, under its responsibility, and are subject to specific and additional invoicing in the event of a change of displays during the period of performance of the Contract.

Where the installation dates provided for in the Contract coincide with a public holiday or a weekend (Saturday and/or Sunday), JCDecaux France shall have an additional period of forty-eight (48) hours to carry out said installation. In the event that it has not been possible to install the advertisement on the scheduled date for reasons that cannot be attributed to the Advertiser or its Agent, JCDecaux France will decide to compensate the Advertiser for exceeding the deadline, either by extending the posting period or by issuing a credit note.

The normal lifespan of a display is six (6) months. After this period, JCDecaux France may at any time ask the Advertiser to finance its replacement for reasons of quality or safety.

#### **11.9 Installation/removal of outdoor furniture**

The installation and removal of the displays on outdoor furniture are carried out by JCDecaux France, under its responsibility, and are subject to specific and additional invoicing in the event of a change of displays during the period of performance of the Contract.

The installation and/or removal of displays on outdoor installations are subject to the vagaries of the weather. In order to guarantee the safety of the workers, no work is authorised if the weather conditions pose a risk: thunderstorms, hail, strong winds, swirling winds, etc. In the event that it has not been possible to install the advertisement on the scheduled date for reasons that cannot be attributed to the Advertiser or its Agent, JCDecaux France will decide to compensate the Advertiser for exceeding the deadline, either by extending the posting period or by issuing a credit note.

The normal lifespan of a display is six (6) months. After this period, JCDecaux France may at any time ask the Advertiser to finance its replacement for reasons of quality or safety as regards users of the road networks.

#### **11.10 Conditions of use of the spaces made available (podium devices, 3D objects or animation)**

The spaces designated in the Contract are made available bare to the Advertiser, who is responsible for fitting them out and equipping them at its own expense, in compliance with the specifications and/or technical and safety standards applicable to the site(s) concerned, of which it acknowledges having prior knowledge. The spaces and/or 3D objects must be maintained for the duration of the Contract and returned by the Advertiser at the end of the Contract in a perfectly clean condition. Failure to comply with this obligation authorises JCDecaux France to rectify the situation itself, at the Advertiser's expense.

The spaces and/or 3D objects which are the subject of the Contract are made available for advertising purposes only, to the exclusion of any other operation, in particular commercial, without the prior written agreement of JCDecaux France. The Advertiser undertakes that the Location made available to it shall not remain unoccupied for more than 24 hours. Failure to comply with this obligation authorises JCDecaux France to install any display it deems appropriate until the Advertiser has installed its advertising, without this leading to any modification of the Contract, either in terms of price or duration.

Lighting conditions may be subject to legal requirements or restrictions. Representatives of the Licensor and JCDecaux France may access the areas concerned at any time and carry out any checks they deem necessary. The Advertiser must make any required changes within 24 hours of notification.

The presentation - in the spaces designated in the Contract - of all products, materials, samples and/or devices shall always be at the expense and risk of the Advertiser, who must comply with the legal and regulatory provisions in force and hold all the required authorisations and insurance without, under any circumstances, the Licensor and/or JCDecaux France incurring any liability whatsoever in this respect. Similarly, any distribution of objects or flyers to travellers or visitors must have been approved in advance by JCDecaux France, and their Content must comply with the regulations in force.

On expiry of the Contract, the Advertiser undertakes to restore the premises to their original condition. It will be required to bear all the costs of restoring the site and, in general, repairing any damage caused by it. On expiry or in the event of termination of the Contract for any reason whatsoever, it is therefore expressly agreed between the parties to the Contract that the displayed or distributed objects must be removed by the Advertiser. Any object remaining on the site will be removed by JCDecaux France, at the Advertiser's expense, without JCDecaux France being able to be held liable in this respect.

JCDecaux France reserves the right to use the podium areas outside their opening hours as part of its services provided to travellers and on an exceptional basis. In this case, JCDecaux France may under no circumstances be held liable for any damage whatsoever, whether direct or indirect, in connection with the use of the podium areas referred to in this article.

## **Article 12 – Digital broadcasting**

### **12.1 Provision of digital Content**

#### **a) Provision of interactive digital Content**

The Advertiser or its Authorised Agent shall provide JCDecaux France with the planned Commercial(s) no later than seven (7) working days prior to the date on which they are to be broadcast in accordance with the Contract.

#### **b) Dissemination of contextualised messages / social networks**

The conditions for broadcasting a contextualised message on digital devices must comply with the security standards and rules of the IT systems owned (or used) by JCDecaux France. Failing this, JCDecaux France reserves the right to refuse such broadcasting.

Compliance with these standards and rules must be able to be verified beforehand by JCDecaux France; to this end, the Advertiser must provide all useful information fifteen (15) working days before the campaign start date.

JCDecaux France reserves the right to interrupt the broadcasting of any Content without notice if this Content does not comply with the technical, legal and ethical broadcasting criteria in force, the end date of the campaign and the financial terms and conditions set out in the Contract remaining unchanged.

In the case of dynamic digital advertising campaigns with the broadcasting of comments (Twitter/X type) or contextualised messages issued by a contributor other than JCDecaux France, all comments (contributions) made available to JCDecaux France for "live" broadcasting will require the Advertiser to set up moderation. In addition to complying with the legal constraints in force, particularly with regard to image rights, the moderator must ensure that the message:

- relates to the theme of the campaign being broadcast,
- does not harm the world of air transport and the players involved therein,
- is not a source of anxiety for travellers,
- is not likely to offend the sensibilities of travellers,
- is written in correct French with no spelling mistakes.

Messages are moderated before publication.

The Advertiser is solely responsible for the dynamic Content that is broadcast.

The service may be interrupted, particularly in the case of contextualised broadcasts based on flight data. In this case, the Advertiser will be informed prior to the campaign and an alternative offer may be proposed.

### **12.2 Duration of Commercials / Content provided**

The duration of the Commercials/Content supplied by the Advertiser or its Agent to JCDecaux France must correspond to the duration of the Commercial purchased.

This duration is set out in the technical data sheets for each type of Location and is binding on all Advertisers.

In the event of non-compliance with the ordered duration, JCDecaux France may ask the Advertiser for a new Commercial with a duration in line with the duration ordered. Failing this, the duration of the Commercial scheduled and invoiced will be that immediately above as defined in the technical data sheet.

### **12.3 Broadcasting of Commercials / Content**

In the event of an event beyond the control of JCDecaux France and disrupting the regular operation of the airport platforms and/or at the request of the Licensor, the broadcasting of the Commercials/Content may be temporarily suspended without any compensation or indemnity whatsoever being due in this respect, either to the Advertiser or to its Agent, if any. However, JCDecaux France will endeavour, as far as possible, to reschedule this broadcast as part of the Campaign which is the subject of the Order.

## **Article 13 – Late delivery**

In the event of late delivery of the content by the Advertiser or its Agent, JCDecaux France will invoice the Campaign concerned but will be entitled to refuse to run the Campaign.

In any event, JCDecaux France shall not be held liable for compliance with the starting date of the Campaign.

Insofar as the delay in delivery of the posters results in additional costs for JCDecaux France, in particular for transport and installation, these will be re-invoiced to the Advertiser under the following conditions:

- If the posters are delivered less than fifteen (15) days before the start date of the display period provided for in the Order, JCDecaux France may invoice the Advertiser a flat-rate sum excluding VAT of eight euros (€8) per poster, up to a maximum of twelve thousand euros (€12,000), to cover the costs of preparation, packaging and rapid transport.
- If the posters are delivered less than eight (8) days before the start date of the display period stipulated in the Order, an additional posting fee of eight euros (€8) per poster may be added to the above amount, regardless of the medium.

- If the posters are not delivered before the start date of the display period provided for in the Order, JCDecaux France expressly reserves the right to place posters from other advertisers on the surfaces reserved for the Advertiser, so as not to harm the image of its media. In all cases, the full amount of the Campaign will remain payable by the Advertiser and, where applicable, by its Agent.

#### **Article 14 - Date of display or broadcast**

JCDecaux France reserves the option to:

- postpone the start date of the display or broadcasting period of the content by more or less forty-eight (48) hours depending on its installation or broadcasting requirements, with the effective duration of the display or broadcast remaining unchanged and starting from the actual start date of the Campaign;
- extend the display or broadcasting period beyond that initially agreed, particularly in the event of failure to re-sell the corresponding Arrangement(s).

In the event of a public holiday or force majeure, in particular strikes of any kind, atmospheric conditions, social, political or civil unrest, or a pandemic, making it impossible to display or broadcast the content on the day specified in the Order, the start date of the Campaign will be postponed with the agreement of the Advertiser and/or its Agent, subject to the availability of JCDecaux France's schedule, the reduction in display or broadcasting time then resulting in a reduction in the price of the Campaign *pro rata temporis*.

In all of the above cases, JCDecaux France may not be held liable and the Advertiser and/or its Agent may not claim damages of any nature whatsoever.

#### **Article 15 - Damage, disappearance, reduction in surface area**

In the event of the abandonment or removal of locations, regardless of their size, the Order shall not be terminated and JCDecaux France shall not be held liable.

#### **Article 16 - Inspection**

##### **16.1 With regard to paper posters**

Any claim will only be taken into consideration if it is the result of an inspection carried out jointly by the Advertiser and/or its Agent and JCDecaux France, or an investigation carried out by an independent body at the request of JCDecaux France, unless a specific prior agreement has been reached.

In the event of claims resulting from a unilateral inspection carried out by the Advertiser and/or its Agent, or by an independent body mandated by either of them, these claims will only be taken into account by JCDecaux France if the latter has been able to ascertain for itself the materiality and causes of the claims.

In this case, the Advertiser and/or the Agent, or the independent body, must prove that they have informed the managers of the JCDecaux France site concerned by the dispute, so that the latter can immediately ascertain the materiality and causes of the dispute in the presence of both parties.

To be enforceable against JCDecaux France, the inspections must meet the following conditions:

##### a) Display material - Installation instructions

In the case of billposting, the display materials and the installation instructions must have been received by JCDecaux France at least fourteen (14) days before the date scheduled for the first day of display of the Arrangement(s) making up the Campaign. Failing this, the inspection will not be enforceable against JCDecaux France.

##### b) Sampling

The inspections must be carried out on twenty per cent (20%) of the Units displayed for the corresponding Campaign, and must cover all the Locations of the Arrangement(s) purchased at the chosen airport.

##### **16.2 With regard to digital broadcasts**

JCDecaux France is a member of the ACPM and has been approved by the DOOH Trust.

To this end, it automatically transmits time-stamped logs of Campaign broadcasts on each screen concerned for Campaigns that can be certified.

To do this, the Agent must fill in the information required to obtain certification of the said Campaign on the ACPM platform, by logging on to the ACPM platform in accordance with the procedure defined and communicated by the latter.

In the case of an Advertiser without an Agent, it may, by simple written request addressed to JCDecaux France, obtain a post-broadcast report detailing the number of daily logs for the Campaign concerned.

#### **Photographs**

- All media inspected in this way must be photographed with their identification number and time stamp, at the sole expense of the Advertiser and/or its Agent.
- Photographic findings of anomalies will be included in the inspection report referred to below.
- \* malfunction of a scrolling or digital medium: any breakdown of a scrolling or digital medium must be documented by three (3) photographs taken from different angles.
- \* poster missing from the medium: several photographs of the medium must be taken as the different posters on the roll transition.
- Photographs of media with no anomalies will not be included in the inspection report, but must be made available to JCDecaux France if requested.

#### Inspection report

The inspection report must be sent to JCDecaux France - Performance and Resources Department within twenty-one (21) days following the end of the Campaign.

#### Extrapolation

The data, measured on the basis of a sample, corresponds to an estimate. This estimate will be subject to a margin of error of two (2) percentage points. These two (2) points will be deducted from the anomaly rate validated and retained for the Campaign as a whole. The amounts of any credit notes that may result from the inspections carried out under the conditions stipulated above shall be negotiated between the signatories of the Orders relating to the Campaigns concerned and JCDecaux France.

### **IV - INVOICING AND PAYMENT -**

#### **Article 17 - Invoicing**

Invoices are issued within ten (10) days of the start of the Campaign. Invoices are drawn up and made out in the Advertiser's name and sent directly to the Advertiser.

If a specific invoicing schedule is implemented by agreement between JCDecaux France and the Customer, this schedule shall be calculated on a *pro rata temporis* basis according to the actual number of days in the invoiced period.

However, the Advertiser will have the option of asking JCDecaux France to send a copy of the invoice to the Agent, it being specified that the original will be sent simultaneously to the Advertiser. In this case, and only if the Agent is a paying agent, the payments are entrusted by the Advertiser under its responsibility to its Agent, without this operation being enforceable against JCDecaux France which will retain, where applicable, the right to claim the sums which may be due to it directly from the Advertiser, even if the latter has already paid them to its Agent.

If the Agent is not a paying agent, the Advertiser will pay the invoices directly to JCDecaux France.

#### **Article 18 – Payment**

**18.1** The invoice must be settled no later than forty-five (45) days from the end of the month in which it was issued, regardless of the date of issue of the call for funds from any Agent. Payment may be made by cheque, bank transfer, LCR accepted or direct debit.

**18.2** The Agents act as *del credere* for any Order which they subscribe from JCDecaux France and which is unpaid by the Advertiser for any reason whatsoever.

**18.3** JCDecaux France grants a discount of one percent (1%) of the amount inclusive of tax of the invoice for payment within ten (10) working days following the date of issue.

Payment immediately upon acceptance of the Order or a deposit may be requested without discount, in particular for:

- any new Advertiser or any Advertiser who has not subscribed to an Order for more than three (3) years;
- any Advertiser who has been the subject of a payment incident, delay or default, it being specified that a single payment incident

may justify the requirement of a deposit;

- any Advertiser whose financial situation so warrants, as determined by JCDecaux France.

**18.4** Non-payment of an invoice on its due date will, without the need for a reminder letter, result in the application of late payment penalties from the due date of the invoice until the day of actual payment, at the interest rate of ten per cent (10%) on the sums due and the loss of the benefit of certain commercial discounts as provided for in the Commercial Terms and Conditions.

In accordance with Article D441-5 of the French Commercial Code, a flat-rate compensation of forty (40) euros for collection costs may also be applied in the event of non-payment, it being specified that JCDecaux France may request additional compensation based on supporting documents in the event that the collection costs incurred exceed this amount.

In the event of non-payment noted after formal notice by registered letter with acknowledgement of receipt sent to the Advertiser and/or its Agent, which has remained without effect at the end of a period of fifteen (15) days from its receipt or first presentation, JCDecaux France shall also have the right to terminate the Orders for subsequent Campaigns, *ipso jure*, to the exclusive detriment and grievance of the Advertiser, without compensation owed to the latter, and to immediately repossess the reserved spaces.

The Advertiser will remain liable for the full price of Campaigns already displayed/broadcast.

**18.5** Any failure by the Advertiser and/or the Agent to comply with the aforementioned payment conditions will result *ipso jure* in the strict application of the Tariffs for the year in question, for the Order in question and for all subsequent Orders, excluding the application of any discount, rebate or price reduction whatsoever.

**18.6** It is the responsibility of every Advertiser or Agent to inform that they belong to a group of companies, by 31 December at the latest of the financial year in which the Campaigns concerned are recorded, in order to be able to benefit from a discount, in accordance with the aforementioned Commercial Terms and Conditions.

### **V - WARRANTY**

## **Article 19 - Liability**

### **19.1 Liability of JCDecaux France**

JCDecaux France shall only be liable for any infringements relating to the Locations made available by it to the Advertiser, except in the event of misconduct by the Advertiser and/or its Agent.

#### **19.1.1 Force majeure**

JCDecaux France may not be held responsible for failure to comply with its contractual obligations and may not be held liable if it is not possible to carry out the planned broadcast or display, in the event of force majeure as defined in Article 1218 of the French Civil Code, or for any other reasons beyond its control, and in particular in the event that the Licensor or any competent authority prohibits the display or broadcasting on the reserved media in whole or in part, and for any period whatsoever.

#### **19.1.2 Lighting and Broadcasting**

JCDecaux France guarantees illuminated advertising and/or broadcasting within the limits of the configuration of the Locations, legal and regulatory provisions, the decision of a private or public licensor or any other authority restricting the illumination of advertising and/or the lighting of the screen.

#### **19.1.3 Number and size of the Locations**

Under no circumstances may the Licensor be held liable by the Advertiser and/or its Agent in connection with the performance of the Contract. If, during the execution of the Advertising Order, all or part of the Locations covered by the Contract become unavailable for any reason whatsoever, the Contract will continue to exist.

In this case, JCDecaux France will decide on any the following, in agreement with the Advertiser and/or the Agent, and in the given order of priority:

- to allocate other Locations of equivalent quality to the Advertiser by way of compensation,
- to extend the Advertising Order,
- to grant a credit note in proportion to the period of non-use and the number of Locations in question, without further compensation.

As an exception to the foregoing, JCDecaux France reserves the right to modify the number and/or type of Locations provided for in the Advertising Order, up to a limit of five (5) %, to take account of changes to these installations, without this updating leading to a price adjustment.

#### **19.1.4 Agreement of the Licensor**

For any arrangement requiring a technical file to be drawn up prior to its installation and submitted to the Licensor for approval, the entry into force of the corresponding Contract will be subject to the Licensor's prior approval. The duration of this Contract includes the installation and removal of the arrangement.

### **19.2 Liability of the Advertiser and/or its Agent**

The content shall be created under the sole and exclusive responsibility of the Advertiser and/or its Agent, who shall be liable for its compliance with all applicable regulations and legislation.

The Advertiser and/or its Agent fully guarantees JCDecaux France and the Licensor against any recourse by a third party who considers itself harmed in any way whatsoever by any content. This guarantee applies to all damages and costs of any kind whatsoever (in particular legal costs, lawyers' fees and any costs of removing advertising) resulting from recourse by the injured third party. In addition, the price of the Order will remain payable in full by the Advertiser and/or its Agent.

JCDecaux France, alone and/or at the request of the Licensor, reserves the right to refuse or cease to broadcast content (i) where said content is contrary to public policy, accepted standards of public decency, the JCDecaux Group Code of Ethics, the contractual obligations provided for with its Licensor, and/or any regulation, (ii) in application of a decision issued by a public authority, an administration, any authorised body or a court decision, or (iii) in the event that the content could, in any way whatsoever, result in material and/or moral harm to itself or to the group to which it belongs or to any third party or licensor.

This refusal does not constitute a breach of Contract at the initiative of JCDecaux France and the Advertiser and/or the Agent may not claim any prejudice as a result; they will therefore not be exempted from paying for the Order and will also have to bear any costs of cancelling the order.

JCDecaux France also reserves the right to refuse any content for technical reasons (non-compliance with the technical data sheet). In this case, the Advertiser and/or its Agent will be asked to provide other compliant content within the set deadline.

In the event of non-delivery of compliant content within the allotted time, the start of the Campaign may be postponed until compliant content is obtained, with the Campaign end date and the financial terms and conditions set out in the Contract remaining unchanged.

JCDecaux France may ask the *Autorité de Régulation Professionnelle de la Publicité* (A.R.P.P. [professional advertising regulation authority]), prior to a decision to accept or reject content, for an opinion of a purely advisory nature for which it is not liable, after having first informed the Advertiser and/or its Agent.

Any Advertiser and/or its Agent submitting documents, films, digital content and/or objects to JCDecaux France is presumed to be in possession, in particular, of the right to reproduce these items. Consequently, the Advertiser and/or its Agent shall indemnify JCDecaux



France and hold it harmless against any action by any natural person or legal entity claiming a right of ownership and, more generally, any right of any nature whatsoever, over these elements.

In the event of damage, loss or theft of the documents, films, digital content and/or objects referred to above during the performance of the Contract and caused by JCDecaux France, the latter's liability shall be limited to their value, at the manufacturer's rates.

### **19.3 Insurance**

In the event that the Customer and/or its service providers and principals (excluding JCDecaux France) is (are) responsible for the design, installation, operation and/or management of the provided spaces, it is the Customer's responsibility to take out third-party liability insurance with a reputable and solvent insurance company, as well as a multi-risk policy covering all of its equipment and installation, exhibit and/or animated display, in particular against theft, fire, rental risks and glass breakage.

The corresponding policies must include a waiver of recourse against the Licensor and/or JCDecaux France, including their respective service provider(s), employee(s) and/or principal(s), such that their liability can never be sought in the event of accident, loss, disappearance, fire, water damage or deterioration of any kind or for any reason whatsoever, suffered by the exhibited installations or objects or by any person whatsoever.

### **Article 20 - End of the contract with the Licensor**

In the event of termination, for any reason whatsoever, of one or more contracts binding JCDecaux France to the Licensor concerned, JCDecaux France may terminate the Contract without compensation or prior notice for the part of the Order which could not be executed, and only the amount corresponding to the executed part of the Order will remain due by the Advertiser.

### **Article 21 - Termination**

The Orders signed by JCDecaux France, the Advertiser and/or its Agent have the force of law between these Parties and apply until their expiry.

JCDecaux France may decide to terminate the Order on its own initiative, in particular in the following cases:

- the occurrence of force majeure;
- an event beyond the control of JCDecaux France, and in particular a decision by the *Jury de Déontologie Publicitaire* [Advertising Ethics Panel] during the execution of the Order;
- default by the Advertiser and/or the Agent;
- refusal by JCDecaux France to display advertising pursuant to Article 19.2 hereof;
- the prohibition on displaying or broadcasting any content emanating from the Licensor or any competent authority.

By way of derogation, the following rules will apply to Advertising Orders for digital and paper network campaigns (70" and 85"/2 m<sup>2</sup>).

In the event that the Advertiser notifies JCDecaux France directly or through its Agent, by registered letter with acknowledgement of receipt, of its decision to terminate the Order for any reason whatsoever, it shall automatically pay JCDecaux France the following compensation:

**a)** For campaigns lasting less than 28 days:

- if termination takes place more than three (3) months before the contractual start date of the broadcasting period, no compensation is payable;
- if the cancellation occurs between two (2) and three (3) months before the contractual start date of the broadcasting period, the compensation payable to JCDecaux France corresponds to 50% of the media price of the corresponding campaign, excluding tax;
- if the cancellation occurs less than two (2) months before the contractual start date of the broadcasting period, the compensation to be paid to JCDecaux France corresponds to 100% of the media price of the corresponding campaign, excluding tax.

**b)** For campaigns lasting more than 28 days:

- if the cancellation occurs more than six (6) months before the contractual start date of the broadcasting period, the compensation to be paid to JCDecaux France corresponds to 30% of the media price of the corresponding campaign, excluding tax.
- if the cancellation occurs between two (2) and six (6) months before the contractual start date of the broadcasting period, the compensation payable to JCDecaux France corresponds to 60% of the media price of the corresponding campaign, excluding tax;
- if the cancellation occurs less than two (2) months before the contractual start date of the broadcasting period, the compensation to be paid to JCDecaux France corresponds to 100% of the media price of the corresponding campaign, excluding tax.

### **Article 22 - Renewal**

#### **22.1 Contract with tacit renewal**

The cancellation notice period for a renewable Contract is:

- i)** fifteen (15) days before the expiry of the Contract, when it is entered into for a term of three (3) months or more and less than six (6) months;
- ii)** one (1) month before the expiry of the Contract, when it is entered into for a term of six (6) months or more and less than one (1) year;
- iii)** three and a half (3.5) months before the expiry of the Contract, when it is entered into for a term of one (1) year or more.

The Contract not terminated by registered letter with acknowledgement of receipt by either of the Parties within the periods defined in points i) to iii) above shall be automatically renewed by tacit agreement for an equal period, with JCDecaux France being responsible for informing the Advertiser and/or its Agent of the new applicable tariff one and a half months (point i), two and a half months (point ii) or four and a half months (point iii) before the anniversary date of the expiry of the Contract.

#### **22.2 Contract without tacit renewal**

For any Contract without a tacit renewal clause, the Advertiser and JCDecaux France must have reached an agreement, no later than three (3) months prior to the expiry of the Contract, on the terms and conditions, in particular the financial terms and conditions, for the renewal of the Contract for an identical term.

If no agreement is reached within this three (3)-month period, the Advertiser agrees that the Contract may be extended for a further three (3)-month period under the same conditions, in particular financial conditions, as the ongoing Contract. At the end of this additional period, the Contract shall expire definitively and JCDecaux France shall be free to market the Locations concerned from that date.

#### **Article 23 – Removal of advertising**

The Advertiser and/or its Agent may request JCDecaux France to remove content, at its own expense and subject to prior acceptance by JCDecaux France. In any event, the Advertiser will remain liable for the full price of the Campaign.

#### **Article 24 - Advertising expense monitoring and rights to use the content**

Unless the Advertiser expressly notifies JCDecaux France of its total or partial refusal, JCDecaux France reserves the right to pass on to any third party - for statistical purposes - the information intended for advertising expense monitoring, in particular the name of the Advertiser, the period of display or broadcast of the poster(s) and/or the Commercial(s) and/or the event arrangement(s), the location of the furniture on which the poster(s) and/or the Commercial(s) and/or the event arrangement(s) are broadcast.

Unless the Advertiser expressly notifies JCDecaux France of its total or partial refusal, the Advertiser hereby authorises JCDecaux France to reproduce and/or represent or have reproduced and/or represented, by any third party whose intervention it deems necessary, for documentary, promotional and/or marketing purposes, internally and/or externally, the elements of the Arrangement protected by industrial, artistic and/or literary property rights (in particular the logo(s), work(s)), graphic charter(s), product(s), poster(s), message(s), Commercial(s), event arrangement(s) and/or brand(s) of the Advertiser on any printed product (in particular magazines, leaflets, sales pitches, brochures, photos, etc.) as well as on any magnetic, analogue digital and/or digital medium, screen display, display and/or viewing and/or transmission via the Internet and/or any computer communication protocol, uploading and/or storage in random access memory and/or on hard, flash or optical disks, compilation of databases, transmission of the digitised work, scanning. It is understood that this authorisation is given to JCDecaux France for the entire world and for a period of 25 years.

When a marketing study is proposed to the Advertiser (the "Study") and accepted by the Advertiser, the Advertiser implicitly gives its agreement to JCDecaux France to transmit to one or more service provider(s) all of the information necessary for it to be carried out and in particular the information already in its possession and/or that the Advertiser transmits to JCDecaux France specifically for the needs of the Study (e.g.: in particular visuals, gross budget of the Campaign, number of faces etc.). The Advertiser acknowledges and accepts that the service provider(s) concerned will keep this data for an unlimited period of time.

Unless the Advertiser expressly gives its total or partial refusal, the Advertiser implicitly gives its agreement to JCDecaux France to reproduce and/or represent or have reproduced and/or represented, by any third party whose intervention it deems necessary, for documentary, promotional and/or marketing purposes, internally and/or externally, the Study, in whole or in part, and/or the results of the Study, in whole or in part, as well as all of the information necessary for it to be carried out as mentioned above, in particular on any printed product (in particular, magazines, leaflets, brochures, photos, etc.), as well as on any magnetic, digital analogue and/or digital medium, screen display, display and/or viewing and/or transmission via the Internet and/or any computer communication protocol, uploading and/or storage in random access memory and/or on hard, flash or optical disks, compilation in databases, transmission of the digitised work, scanning. It is understood that this authorisation is given to JCDecaux France for the entire world and for a period of 25 years.

The Advertiser shall inform JCDecaux France of any limitation to which the rights it holds may have been subject and which would consequently limit - in duration and/or scope - the right for JCDecaux France to exploit, reproduce and/or represent the poster(s), and/or the Commercial(s), and/or the event arrangement(s) under the conditions set out above.

The Advertiser certifies that it owns all intellectual property rights to the verbal and/or figurative elements or the graphic charter as represented on the Arrangement and guarantees to JCDecaux France that it will not be subject to any concerns in this respect. If this is not the case, it guarantees to have obtained all necessary authorisations and agreements from third parties (in particular the right of personal portrayal) in order for JCDecaux France to be able to fulfil its obligations arising from these terms and conditions.

Thus, the Advertiser guarantees JCDecaux France against any claim and/or demand from third parties relating to intellectual property rights and/or image rights of third parties. The Advertiser undertakes to indemnify JCDecaux France against all damages, costs of proceedings, legal or consultancy fees, fines, penalties and indemnities which may be incurred by JCDecaux France as a result of such claims and/or demands.

#### **Article 25 – Personal data**

Each Party may need to process personal data concerning the other Party or members of the other Party's permanent or non-permanent staff, legal representatives, agents, officers, directors or other natural person contacts (collectively the "Data Subjects"), for the purposes of managing the commercial relationship and the Contract.

Each Party acts as an independent data controller and undertakes to process the personal data of the Data Subjects of the other Party in compliance with the applicable regulations, in particular the General Data Protection Regulation and the French Data Protection Act.

Each Party undertakes to provide to the other Party and/or to the Data Subjects information relating to the processing of their personal data that it carries out under this Article and to the rights to which they are entitled, in particular by publishing or disseminating a privacy policy. The Advertiser or the Agent is hereby informed that JCDecaux France's privacy policy is published on the website [www.jcdecaux.fr](http://www.jcdecaux.fr).

Any processing of personal data carried out by one of the Parties as joint controller or as processor of the other Party shall be subject to a separate personal data processing agreement.

#### **Article 26 - Transfer and Change of control**

Under no circumstances may the Advertiser transfer its rights and/or obligations under the Contract without the prior written consent of JCDecaux France.

Similarly, any transfer of company shares or units resulting in a change of control of the Advertiser, or any transfer of its business, must be notified in advance to JCDecaux France, and will only be enforceable against it insofar as the transferor is personally and jointly and severally liable with the transferee for the payment of any sum due or to be due to JCDecaux France.

JCDecaux France may freely transfer all or part of its rights and/or obligations under the Contract, by any means whatsoever, to any

company in the JCDecaux Group.

#### **Article 27 - Jurisdiction**

The Parties have agreed to submit the Contract to the provisions of French law.

Any dispute relating to the existence, validity, performance or consequences of the Contract shall be submitted to the Commercial Court of Nanterre, to which the Parties hereby confer jurisdiction.

#### **Article 28 - Modifications**

Any additions, strike-outs, modifications and/or deletions made to these General Terms and Conditions of Sale, as well as to the Commercial Terms and Conditions, which have not been previously accepted in writing by JCDecaux France, shall not be binding upon it.

#### **Article 29 – Agreement on Evidence and Electronic Signature**

Unless otherwise specified and unless proof to the contrary is presented, the Advertiser expressly acknowledges that Orders signed and exchanged in electronic format as well as letters, documents and other electronic writings exchanged in the context of the negotiation and execution of an Order signed with JCDecaux France are electronic writings within the meaning of Articles 1365 et seq. of the French Civil Code and constitute original documents with the same value and probative force as a paper writing. They shall also prevail over any other written document with identical content (including dates); shall be deemed proof between JCDecaux France and the Advertiser of the medium and content they represent; shall justify the consequences and operations that may result therefrom; and shall be admissible as proof before the competent courts.

By mutual agreement between the Parties, the Advertising Order may be signed electronically using an electronic signature mechanism that complies with the provisions of article 1367 of the French Civil Code.

Where applicable, the Parties acknowledge that this signature has the same value as their handwritten signature. In the case of electronic signatures, the pages do not need to be initialled.

#### **Article 30 – Anti-corruption**

The Advertiser and its possible Agent recognise the absolute imperative of rigorously complying with all applicable national and international laws and regulations relating to the prevention of corruption, influence peddling, conflicts of interest and money laundering.

The Advertiser and the Agent undertake to do everything in their power to prevent any breach of the regulations and to introduce appropriate internal policies and procedures to ensure constant compliance throughout the duration of the Campaign.

It is expressly stipulated that the Advertiser and the Agent shall formally refrain from directly or indirectly initiating, tolerating or encouraging acts of corruption, influence peddling, conflicts of interest or money laundering in the context of their activities, and in particular in relation to the execution of the Campaign.

The Advertiser and the Agent undertake to inform JCDecaux France immediately in the event of any observation or suspicion of activities contrary to these obligations and to the regulations.

JCDecaux France may also terminate the Order under the same conditions if it has reasonable doubts as to the breach of provisions relating to the regulations applicable to economic crimes and international sanctions.

The Advertiser and the Agent guarantee that none of their directors and/or reference shareholders are on the lists of legal or natural persons placed under financial and/or criminal sanctions, in France and abroad, on the date the Order is signed.

This article constitutes a *sine qua non* condition of JCDecaux France's commitment to sign the Order.