

GENERAL CONDITIONS OF JCDECAUX NEDERLAND B.V.

Article 1 Definitions

In these conditions, the terms below will be understood to have the following meanings, unless explicitly stated otherwise.

- JCDecaux: JCDecaux Nederland B.V., as well as its affiliated companies that declare the current general conditions to be applicable;
- The client: the party concluding an agreement with JCDecaux or the party with which it is negotiating about concluding an agreement;
- Advertising notice: the notice bearing an advertisement as made available by or on behalf of the client with the aim of fitting it against, on or in an advertising space, or linking it in any other way with such;
- Advertising space: the means by which advertising notices can be displayed, or at least brought to the attention of the public, such in the broadest and far-reaching sense of the word, including digital media. Several examples of advertising spaces are:
 - Atribus;
 - Mupi®;
 - Billboard;
 - Vitrine®;
 - Pillar (*Zuil*);
 - Première;
 - Royale;
- Network: a specific area designated and defined by JCDecaux, within which area a certain number of advertising spaces are made available to the client for a certain period.

Article 2 Applicability

- 2.1 These conditions will apply to all offers, quotations and agreements between JCDecaux and the client, in so far as the parties have not expressly deviated from these conditions in writing.
- 2.2 The current conditions will also apply to all agreements with the client, for the performance of which JCDecaux uses the services of third parties.
- 2.3 Any deviations from these general conditions will bind JCDecaux only if such deviations have been expressly agreed in writing.
- 2.4 If JCDecaux concludes agreements with the client more than once, the present general conditions will apply to all subsequent agreements, irrespective of whether or not they have been explicitly declared applicable.
- 2.5 The applicability of the client's conditions is expressly excluded.
- 2.6 If one or more provisions of these general conditions are void or nullified, the remaining provisions of these general conditions will continue to apply in full.

Article Offers, quotations and agreement

- 3.1 All offers, in whatever form, will be free of obligation for JCDecaux, unless expressly agreed otherwise in writing.
- 3.2 Agreements to which JCDecaux is party will be considered only to have been concluded:
 - a) after an agreement drafted for that purpose has been signed by both parties;
 - b) after receipt of the written acceptance by the client of an offer made by JCDecaux and any approval hereof by JCDecaux;
 - c) after a written confirmation from JCDecaux to the client, including the dispatch of an invoice drawn up in accordance with the assignment;
 - d) in the absence of such, by the actual implementation of the assignment, such as planning an advertising campaign for a certain period, supplying advertising notices and fitting advertising notices to or in advertising spaces.
- 3.3 If the acceptance deviates from the offer laid down in the quotation, JCDecaux will not be bound to such. In that case, the agreement will not be concluded in accordance with that deviating acceptance, unless JCDecaux indicates otherwise in writing.

- 3.4 JCDecaux retains the right to refuse orders without stating the reasons. JCDecaux will be free at all times to refuse an assignment if there are no or insufficient advertising spaces available for the period in question, without any obligation resulting for JCDecaux to compensate or reimburse damage or costs.
- 3.5 A composite quotation will not oblige JCDecaux to fulfil part of what is stated in the offer or quotation for a corresponding part of the stated price.
- 3.6 Offers or quotations will not apply to follow-up orders.
- 3.7 The publication of rate lists, prices, availability of advertising spaces and other information will always take place subject to changes.

Article 4 Parties

- 4.1 If the client – expressly including advertising agencies and media (purchase) agencies – concludes an agreement with JCDecaux for the benefit or on behalf of a third party, the client will guarantee JCDecaux:
 - that this third party will fulfil its obligations arising from the agreement, including all payment obligations;
 - that this third party will take cognisance of the agreement and the general conditions and will also be bound to such.
- 4.2 The third party referred to above together with the client – expressly including advertising agencies and media (purchase) agencies – will be jointly and severally liable for the fulfilment of the obligations arising from the agreement concluded with JCDecaux.
- 4.3 If the client – expressly including advertising agencies and media (purchase) agencies – turns out not to be competent to act for the benefit or on behalf of the above third party, this client will be considered to have acted in its own name and at its own expense.
- 4.4 The client will not transfer any rights or obligations from this agreement to third parties without the written permission of JCDecaux.

Article 5 Prices and rates

- 5.1 Unless otherwise agreed in writing, all prices offered and agreed by JCDecaux will be exclusive of VAT and any other government taxes, fees, levies, etc.
- 5.2 Discounts, commissions and agency fees will apply only if these have been agreed in writing.
- 5.3 The agreed number of advertising notices to be fitted on or in advertising spaces by JCDecaux and the amount owed by the client to JCDecaux for the advertising campaign is based on an estimate of the number of advertising spaces that JCDecaux expects to be able to make available to the client. If the number of advertising spaces made available by JCDecaux is smaller than the estimated number, or if the advertising spaces are made available for a shorter period, JCDecaux will reduce the amount owed by the client accordingly. However, JCDecaux will also be free to offer the client a proportional number of advertising spaces for another period or network that reasonably represents the same value.
- 5.4 Except for the compensation referred to above, JCDecaux will never be obliged to offer any type of compensation, discount, damages or reimbursement to the client.
- 5.5 The agreed price relates purely to the JCDecaux standard actions of fitting advertising notices on or in advertising spaces and removing them again. In cases where more efforts than usual are required from JCDecaux, for instance:
 - urgency;
 - delayed fitting of advertising notices as a result of late supply;
 - failing to supply advertising notices in the prescribed manner;
 - early removal of advertising notices, removal by order of third parties, including public authorities or legal bodies;
 - fitting advertising notices as a later date;
 - changing and/or adjusting advertising notices;
 - replacing or repairing advertising notices;
 - fitting advertising notices on or in advertising spaces in a manner other than normal;JCDecaux will charge the client for the associated time and costs.
- 5.6 If in the context of the agreement the client is charged more than the agreed amount as a result of extra efforts or work on the part of JCDecaux, including the situations referred to in the previous paragraph, such will take place on the basis of commercial rates. In the case of

costs charged to JCDecaux by third parties, JCDecaux will be free to pass such costs on to the client by means of a surcharge.

Article 6 Making available advertising notices

- 6.1 For the implementation of the agreement, the client will make the required advertising notices available to JCDecaux with due observance of the instructions, specifications, rules and amounts provided by JCDecaux.
- 6.2 Unless agreed otherwise, the client should deliver the advertising notices to the poster department of JCDecaux, which at the time of the drawing up and filing of the current general conditions was located in Diemen, the Netherlands.
- 6.3 When delivering all advertising notices – except for pure digital advertising notices – the client will be obliged at all times to supply an extra percentage of advertising notices, to be indicated by JCDecaux, in addition to the number required to fill the agreed advertising spaces.
- 6.4 The client will deliver the advertising notices required for the implementation of the agreement no later than the time indicated by JCDecaux, and at all times well before the start date referred to in the agreement.
- 6.5 In this respect, the periods referred to in this article are deadlines.
- 6.6 If advertising notices are not delivered on time and/or correctly, JCDecaux will be free:
 - not to fit advertising notices on or in the advertising spaces;
 - to fit only part of the advertising notices in the advertising spaces;
 - to adjust the advertising notices at the expense of the client.The client will be obliged at all times to pay the agreed price.
- 6.7 The advertising notices made available to JCDecaux for the client's advertising campaign will (for no consideration) become the property of JCDecaux.
- 6.8 Following the termination of the agreed campaign, JCDecaux will be free to destroy these advertising notices or to store them for a certain period.
- 6.9 Following the termination of the campaign, JCDecaux will be obliged to store the advertising notices for a period to be agreed only if the parties have agreed such in writing, in which case JCDecaux will be entitled to charge the client a reasonable fee for this purpose.

Article 7 Specific content of advertising notices

- 7.1 The client should guarantee that:
 - the content and implementation of the advertising notices to be provided by the client to JCDecaux will not be contrary to common decency, public order, the law, an applicable or locally applicable government regulation, rights of third parties, or policy/guidelines/other criteria of the licensor (including but not limited to municipalities (public transport), businesses and private parties) for advertising spaces;
 - the advertising notice will have no political or religious meaning;
 - the advertising notice will not be considered obnoxious, offensive or shocking;
 - the advertising notice will not result in deliberate damage to advertising spaces.
- 7.2 JCDecaux will not be obliged in any way to assess advertising notices following receipt and to warn the client. Nevertheless, JCDecaux will be entitled at all times to refuse to fit advertising notices in or on advertising spaces if one of the circumstances referred to above occurs.
- 7.3 If, in the context of this article, JCDecaux refuses to fit the advertising notices, or at least removes them during the implementation of the agreement, the client will be able to use the advertising spaces for advertising notices that do meet the requirements, provided that they are supplied on time to JCDecaux.
- 7.4 Irrespective of whether the client will use the available advertising spaces for other advertising notices, the client will remain obliged at all times to pay the agreed price. If the client could reasonably assume that one of the circumstances referred to in the first paragraph of this article may occur, the client will submit the advertising notice to JCDecaux for approval in advance and prior to the conclusion of the contract. Only if JCDecaux refuses to fit the advertising notices will the client not be in debt to JCDecaux.

Article 8 Fitting of advertising notices

- 8.1 JCDecaux will make the agreed number of advertising spaces available during the agreed period and within the agreed networks. JCDecaux will fit the advertising notices supplied by the client to or in the advertising spaces to be provided by JCDecaux.
- 8.2 For JCDecaux, applicable periods will never be considered deadlines. JCDecaux will be entitled at all times to move the time of starting or ending a campaign by no more than 48 hours. This will not prejudice the possibilities for JCDecaux to deviate for a longer period if the *force majeure* referred to in Article 14 occurs, such as weather conditions.
- 8.3 If it has been agreed that in a certain period, several advertising notices will be made available during a shorter period in certain networks, JCDecaux will be free to arrange these networks independently of one another. Unless expressly agreed otherwise in writing, JCDecaux will never be obliged in the cases referred to above to make all advertising spaces available at the same time.
- 8.4 Unless expressly agreed otherwise in writing, JCDecaux will never issue a guarantee relating to a specific advertising space within a certain network.
- 8.5 JCDecaux will be subject to a best efforts obligation to make a reasonable division within the advertising spaces to be made available within a network.
- 8.6 Immediately following the start of the publicity campaign, the client will investigate the implementation of that campaign by JCDecaux for any clear defects. The client will be able to hold JCDecaux liable for any defects only if it immediately reports such in detail and in writing to JCDecaux during the course of the campaign. Once the publicity campaign has ended, the client will no longer be able to call JCDecaux to account for such defects.
- 8.7 Failure on the part of the client to use for a certain period the agreed number of advertising spaces made available by JCDecaux, for whatever reason, will not prejudice the client's obligation to pay the agreed amount to JCDecaux.
- 8.8 If the client fails to use for a certain period the agreed number of advertising spaces made available by JCDecaux, for whatever reason, JCDecaux will be free to make these advertising spaces available to third parties without JCDecaux being obliged to offer the client any payment, discount or compensation.
- 8.9 The provisions of the previous two paragraphs will also apply if the advertising notices are not fitted in or on the advertising spaces because the client has not met its payment obligation on time or because the advertising notices were not supplied correctly or on time.

Article 9 Payment

- 9.1 Payment must be made in euros within 30 days of the invoice date in a manner to be designated by JCDecaux.
- 9.2 Irrespective of the agreements made and the due dates of the invoices, JCDecaux will be entitled to request complete or partial advance payment, both prior to and during the implementation of the agreement. This will particularly apply if the final payment period referred to on the invoice occurs after the start of the campaign.
- 9.3 If the client fails to meet its payment obligations on time, JCDecaux will be released from all its obligations resulting from this agreement, without prejudice to the client's obligation to pay the agreed price.
- 9.4 Objections to the amounts stated on invoices will not suspend the payment obligation.
- 9.5 Any invocation of settlement by the client is excluded.
- 9.6 If the client fails to effect payment within the period of time agreed upon, the client will be in default by operation of law. In that case, the client will owe interest of 1.5% per month or part of a month, unless the statutory interest or the statutory commercial interest is higher, in which case the highest interest will apply. The interest on the exigible amount will be calculated from the date that the client is in default to the time of full payment.
- 9.7 In the event of liquidation, a declaration of bankruptcy or filing for bankruptcy, admission to statutory composition pursuant to the Dutch Natural Persons Composition Act [*Wet schuldsanering natuurlijke personen*], if the client is placed under guardianship, dies, or the client's business is transferred or discontinued, attachment is levied against the client or the client is granted a suspension of payments, provisional or otherwise, JCDecaux's claims vis-à-vis the client will become exigible forthwith.

- 9.8 Payments will first be used to cover the costs, then to cover any interest due and finally to cover the principal sum and the accrued interest.
- 9.9 If the client is in default or breach of contract regarding the performance or timely performance of its obligations, all reasonable costs incurred in obtaining payment extrajudicially will be borne by the client. The collection costs will amount to at least 15% of the outstanding amount, with a minimum of € 150 being applicable.

Article 10 Cancellation

An agreement concluded by the client with JCDecaux cannot be cancelled by the client or revoked unilaterally.

Article 11 Release from obligations

- 11.1 If the client fails to fulfil its obligation or obligations on time and in full – including the payment obligations and the correct supply of advertising notices – JCDecaux will be released from all its obligations arising from this agreement, unless the nature and extent of the failure was so slight that reasonableness precludes such.
- 11.2 If JCDecaux has been released from all its obligations arising from this agreement, such will not prejudice the client's obligation to pay the agreed price.

Article 12 Liability and indemnification

- 12.1 JCDecaux will not be liable for any damage suffered by the client in the implementation of the agreement, either directly or indirectly, as a result of JCDecaux fulfilling only part of its obligations arising from this agreement or failing to fulfil them on time.
- 12.2 JCDecaux will never be liable for indirect damage, including consequential damage, loss of turnover and profit, loss of savings and any damage due to an interruption in business operations. If JCDecaux is liable for direct damage, for whatever reason, that liability will be limited to no more than the invoice amount, or at least to that part of the invoice to which the liability relates.
- 12.3 The client will indemnify JCDecaux against every claim of third parties relating to the content of advertising notices, as well as the implementation of the agreement.
- 12.4 The costs of any legal proceedings will be borne by the client.
- 12.5 Any claims for damage should be submitted to JCDecaux immediately in writing, and in any event within 24 hours, failing which they will be forfeited.
- 12.6 The limitations on liability set out in these conditions will not apply if the damage is the result of an intentional act or omission or gross negligence on the part of JCDecaux or its subordinates.
- 12.7 If JCDecaux attributablely fails in the fulfilment of its obligations arising from the agreement, JCDecaux will have no obligation other than to offer the client a proportional number of advertising spaces for another period or network that reasonably represent the same value, unless JCDecaux opts for compensation in another manner.

Article 13 Suspension and dissolution

- 13.1 In addition to the possibilities described in Article 11, JCDecaux will be entitled to suspend performance of its obligations or to dissolve the agreement if:
- the client fails to perform the obligations ensuing from the agreement or fails to perform them in good time or in full;
 - circumstances of which the user has learned following the agreement's conclusion provide good reason to fear that the client will not perform its obligations, or will not perform such in good time or in full. If there is good reason to fear that the client will perform its obligations only in part or will not perform such properly, suspension will be permitted only to the extent that such is justified by the relevant failure;
 - the client has been requested to provide security at the conclusion of the agreement for the fulfilment of its obligations arising from the agreement and this security is not forthcoming or is insufficient. As soon as security has been provided, the entitlement to suspend will lapse, unless the performance has been unreasonably delayed as a result.

- 13.2 In addition, JCDecaux will be entitled to dissolve the agreement or have it dissolved if circumstances arise of such a nature that performance of the agreement is impossible or can no longer be required pursuant to standards of fairness and reasonableness, or if any other circumstances arise of such a nature that continued unamended maintenance of the agreement can no longer reasonably be expected;
- 13.3 If the agreement is dissolved, JCDecaux's claims against the client will be exigible forthwith, including the agreed price. If JCDecaux suspends performance of its obligations, it will retain its rights and claims pursuant to the law and the agreement.
- 13.4 JCDecaux will retain the right to claim damages at all times.

Article 14 Force majeure

- 14.1 Neither party will be obliged to fulfil any obligation if it is prevented from doing so due to a circumstance which cannot be attributed to gross negligence or an intentional act or omission on its part, nor be for its account pursuant to the law, a juristic act or generally prevailing opinion.
- 14.2 In these conditions, the term '*force majeure*' will be taken to mean – in addition to its definition in law and legal precedents – all external causes, foreseen or unforeseen, which JCDecaux cannot influence, but as a result of which JCDecaux is unable to perform its obligations. This will include strikes at JCDecaux's business, computer and power failures, traffic congestion, bad weather circumstances, export impediments, theft, fire and delays in the supply of goods/parts/materials by suppliers.
- 14.3 The parties may suspend the obligations ensuing from the agreement during the period that the *force majeure* continues. If this period lasts longer than two months, either party will be entitled to dissolve the agreement without being obliged to pay the other party damages.
- 14.4 In so far as JCDecaux has partly performed its obligations arising from the agreement or is able to partly perform them at the time that the situation of *force majeure* first occurs, and that part performed or to be performed has independent value, JCDecaux will be entitled to charge the client for the part performed or to be performed separately.

Article 15 Applicable law and disputes

- 15.1 Each agreement between JCDecaux and the client will be governed by Dutch law.
- 15.2 The District Court of Amsterdam, the Netherlands, will be competent to take cognisance of any disputes, to the exclusion of all other courts. Nevertheless, the JCDecaux will be entitled to submit any disputes to the Dutch court competent according to the law, as well as to arbitrators.