

JCDECAUX GENERAL SALES CONDITIONS LUXEMBOURG 2023

Art. 1 Definitions :

1.1. The advertiser and the agency: any individual or moral person, private or public entity, purchasing advertising campaigns for its own account, whether directly or via an Agent. Their identity is included on the front of this paper contract or as an attachment in its digital form, undertake jointly and in mutual agreement to carry out this agreement in its entirety, taking into account the special conditions and general conditions as described below. They shall hereinafter likewise be referred to as 'the Contractors'.

1.2. The Agent: The Advertiser's "Agent" means any private individual or legal entity purchasing advertising space on behalf of the Advertiser and holding an agency contract binding it to the Advertiser. The advertising agencies and buying agencies taking out a contract are acting in the name and for the account of the Advertiser as Agent and are jointly and severally bound by the commitments made to the Company. If, as ordered by the Advertiser, an invoice is made out in the Agent's name, the Agent shall be jointly and severally liable for the payment of the invoice to the Company.

1.3. The company Jean-Claude Decaux Luxembourg S.A. is designated by the term 'the Company'.

1.4. Licensor: the (airport and other) authorities and/or the owner / manager / operator having entrusted the management, development and advertising operations of their domain or territory in the broadest sense of the word to the Company.

1.5.A 'campaign' is the service to 'the Contractors', which is made available to the advertiser, during the agreed period, in the form of a network of sides and/or any other form of communication in 'Out of Home'.

1.6. Advertising spaces: one or more devices having one or several sides for a total price, or that may be sold separately for a unit price.

1.7. Networks: a contract covering several advertising spaces entered into for a "network period" as defined in the Contract.

1.8. Premiums: a contract covering the hiring of one or several advertising spaces sold by unit.

1.9. Experiential & Ambient: "Experiential & Ambient" means any device for an advertising campaign that does not fall within standard display formats (ex.: banners, temporary walls, etc. ...) and any special on-site initiative (podium, exhibition, pop-up, activation, handing out of brochures, etc. ...).

1.10. JCDecaux Innovate Action: any action that does not make standard use of our displays, that requires a reformulating of the carriers or production, a special location. ...

1.11. Advertising advertising : advertising designed on specifications and developed for the same advertiser on one or more displays of any size, with the aim of being displayed for at least three consecutive years.

Art. 2 Order - Acceptation of the General Sales Conditions & Rates - Notice of default :

2.1. The special terms and conditions as well as the information stated on the back of this contract on paper or as an attachment in its digital form constitute the contract between the parties. The contract shall be deemed to be established and definitive once the signature has been placed by each of the parties. One signature is sufficient to bind the Contractors in solidarity. The order forms sent and/or received by e-mail are of decisive value.

2.2. One copy of the contract sent to the Contractors must be returned, duly signed, within 7 calendar days, failing which the Company reserves the right to resell this period to another client.

2.3. This contract shall be deemed to have taken effect once it has been signed by the Company. If the contract has not been returned, duly signed, by the Advertiser and/or its Agent within 7 days following its receipt, this may give rise to the voidance of the contractual stipulations as a matter of law and at the initiative of the Company. Under no circumstances may the absence of signature of the contract be attributed to the Company, which shall not, under any circumstances, suffer the consequences thereof. In addition, the Advertiser and/or its Agent are jointly and severally bound by the commitments entered into with the Company. The order forms sent and/or received digitally are valid as proofs. The Company reserves the right to terminate the contract if the Advertiser and/or its Agent request a correction or amendment.

2.4. It is formally agreed that the underwritten commitment applies strictly personally to the Contractors, who will only be able to use it for the campaign of the product or article sold under the brand specified by name in the commitment. Under no circumstances shall the Contractors be able to transfer the use of the underwritten commitment. However, in the event of sale or transfer of the business, they shall undertake to have the purchaser or successor sign an assignment of the commitment in their name, on pain of payment to the Company of the balance of the commitment entered into by way of indemnification, in addition to any sums which may be due.

This change must be notified within eight days to the Company, which reserves the right to accept or refuse the transfer at its sole discretion. In the event that the Company transfers its business or changes its structures, the present contract shall continue with the transferee or with the new or changed company.

2.5. The response time after a notice of default is 48 hours (working days). In general, if the expiry time of a notice of default is at hhmm, the purchase by another customer can only take place from hhmm + 60 minutes for administrative reasons.

On the other hand, if the expiration time expires:

- between 12h and 14h of day D, then its purchase by another customer can only occur from 14h30 of day D;

- after 18h of day D, the purchase by another customer can only be made from 9h30 of the next working day.

The agreement is accepted subject to the agreement of the competent authorities which may be required for the installation or maintenance of the advertising panels.

2.6. Acceptance of the Standard terms and Conditions of Sale The signing of an advertising contract with the Company by an Advertiser and/or its Agent entails unconditional acceptance of these General Sales Conditions and compliance with regional and municipal laws and regulations governing advertising. The contractual conditions in force between the Advertiser and its Agent shall not be enforceable to the Company.

2.7. The Company reserves the right to alter the Standard terms and Conditions of Sale at any time. Similarly, the Company reserves the right to modify its pricing at any time during this contract, in which case it shall notify the Advertiser and/or its Agent three months prior to the effective date of said modifications.

2.8. Any addition, deletion, amendment or omission made to the underlying General Sales Conditions that are not the subject of an express written agreement by the Company will be considered non-existent.

Art. 3 Modification - Cancellation - Termination - Revocation :

3.1. The present contract may not be modified except by prior agreement between the parties.

3.2. No cancellation shall be accepted except in cases of force majeure (war, strike, fire at JCDecaux, etc.).

3.3. However, if a campaign is to be put back on sale (welding or postponing) :

- If no new sales agreement is reached, the full price of the campaign shall remain due;

- If a new sales agreement is concluded, the Contractors of the resold campaign shall be liable ipso jure for the difference between their purchase price (negotiated net price) and the purchase price of the new sales agreement (negotiated net price), increased by a fixed indemnity of 15% of the net initial purchase price.

3.4. The cancellation date shall be valid from the date of receipt of the registered letter by the Company.

3.5. Generally spoken, the advertiser may ask the Company to remove advertising during the campaign, provided that he'll bear the costs of it and the payment of the remaining amounts, in accordance with and until the end of the current contract. Subject to reasons beyond its control, the Company undertakes to carry out the removal as soon as possible, according to the availability of its teams.

3.6. For Airport-campaigns: this Contract cannot be modified without the prior consent of the parties. No cancellation at the initiative of the Advertiser is accepted, except in exceptional cases:

- for contracts of a duration equal or longer than one (1) year, any termination during a campaign must be subject of an express notification by registered mail to the Company with a minimum notice period of six (6) months from the date of presentation of said letter and provided that the notice does not end at the earliest six (6) months before the end of the contract.

- for contracts of two (2) years and more, any termination during a campaign must be the subject of an express notification by registered mail to the Company and can only take place during the last contractual year and with a minimum notice period of six (6) months from the date of presentation of said letter to the Company and provided that the notice does not end at the earliest six (6) months before the end of the contract.

From the date of presentation of the letter of resignation, the company reserves the right to withdraw the current campaign and to commercially exploit the aforementioned advertising space. In this case, the Contract is deemed to have ended on the date of the replacement by the new campaign.

In the event of termination by the Advertiser and/or its Agent, the latter is indebted of a compensation equivalent to 50% of the technical costs as indicated in the Contract, in order to cover the costs of the early removal of the advertising equipment.

3.7. For Advertising advertising, an agreement cannot be cancelled except with compensation:

- Of 25% of the total amount of the contract, in case of cancellation before the start of the works necessary for the execution of the order;

- Of the total amount of the contract, in case of cancellation after the start of the works.

Art. 4 End of concession /authorisation :

In the event that the concessions entrusted to the Company by the Licensor come to an end for any reason whatsoever, the Company shall be entitled to terminate the advertising contract without compensation.

Art. 5 Extension - Renewal:

5.1. The principle of tacit renewal shall apply on Airport campaigns and Advertising advertising.

5.2. Subject to base prices to be indexed, contracts of one year and longer are renewed tacitly for the same conditions and term, unless terminated by registered post with return receipt with notice of 3 months prior to the expiry date of the contract in progress.

Art. 6 Invoicing: Invoices are established by S.A. Jean-Claude Decaux Luxembourg (13019678 – B23212) and worded indifferently to one or another Contractor in accordance with the guidelines of the latter at the time of the signing this contract. Invoices sent by e-mail have probative value.

Art. 7 Payment :

7.1. Payment must be made in cash unless special conditions have been granted to the Contractors. The Company reserves the right to request the partial or full payment of the campaign amount as well as all related costs and taxes before the start of the campaign. A dispute raised by the Contractors does not allow for the suspension of the payment of the invoices relating to the campaign in question.

7.2. In the event of non-payment of the invoice within the stipulated period, due to simple default, judicial liquidation or for any other reason, the Company retains the possibility of claiming the amount of the sums due from the second contracting party or its agent, who is jointly responsible in this regard.

7.3. In the absence of payment within 15 days, the Company expressly reserves the right to consider the subscribed commitments to be cancelled and to take immediate possession of all sites reserved for the forthcoming campaigns and, within the deadlines, to claim by way of damages the balance due of the commitment or commitments entered into.

7.4. In addition, in the event of non-payment on the due date, the invoice shall automatically be increased by a fixed compensation of 15%. Also, any amount due on the due date shall, ipso jure and without notice of default, accrue interest at a fixed rate of 1.5% per month of delay.

7.5. All costs incurred by the Company to collect payment of its invoice (such as dunning fees, lawyer's fees...) shall be borne by the Contractors.

7.6. In order to be valid and save for formal proof, any complaint concerning an invoice must reach the head office of the Company at the latest within 5 days of the invoice date.

Art. 8 Indexing :

8.1. For contract with a duration of a year or more, the price of the location(s) will be indexed annually, on the due date of the advertising, based on the development of the health index. The Company reserves the right to adjust its Rates at any time, provided it informs the advertisers or their proxy holders three months prior to the effective date of the aforementioned changes.

8.2. For Airport campaigns, price indexing may be revised on the 1st of January of each year, in proportion on the one hand to airport passenger traffic increases and, on the other, to variations in the most recent index of the consumption cost known on this contract's signing date. Accordingly, the index rate shall be determined by the Company based on these two criteria.

Art. 9 Specific provisions :

9.1. For the campaigns other than AIRPORT

9.1.1. Locations :

For the network sales in "paper", depending on the negotiations between the parties, the Company shall put at the disposal of the advertiser a network of sides as indicated on the front of the present contract on paper or as an attachment in its digital form. The amount and list of communicated locations have been estimated and calculated based on the Company's prospective locations. A reduction up to 5% in the number of panels or a variation of 5% of the locations on the list is allowed without a price adjustment.

For sales in "paper" on billboards a piece, if for any reason between the conclusion of the contract and the advertising period locations would disappear, be sold as Long Conservation or become unexploitable, the Company shall make a proposition for replacement for the client. The latter will have the option of accepting or refusing this proposition and, if necessary, the price must be invoiced pro rata temporis if the duration of the campaign has changed.

For the digital campaigns, a reduction up to 5% in the number of screens is tolerated without any price adjustment.

The Company is responsible for the settlement of any dispute in the event of complaints concerning a site or sites which it makes available to the advertiser. The advertiser formally undertakes not to intervene in such disputes, except in the event of agreement by the other party, and to forward any complaint to the Company immediately.

Access to the sites is exclusively reserved to the Company, its subcontractors or its employees. Access to the technical infrastructure is formally forbidden to the advertiser or his representative.

The advertiser may not invoke any special right with regard to the sites made available by the Company without the latter's express consent.

9.1.2. Posters and digital spots :

The dimensions of the posters to be affixed are defined in the technical data sheets which form an integral part of the contract.

In addition to the posters intended for initial placement, the Contractors are obliged to provide a number and quality of posters to ensure, under normal circumstances, the maintenance of the display for the entire duration of the campaign, as set out on the front of this Contract or as an attachment in its digital form. By joint agreement, the number of posters is fixed at 20% of the number of posters required for the first installation.

The material not used up at the end of the campaign and not claimed for removal of the posters by the Company shall be considered abandoned. At the Contractor's request, the Company shall take charge of returning the unused posters. However, the dispatch costs shall be borne by the Contractors. Posters must be delivered to the workplace of the Company or its representatives, stamp duty paid, at least 6 working days prior to the installation period, as stipulated in the special conditions and in accordance with the distribution passed on.

For digital campaigns, the file must be sent to us at least 6 working days before the start of the campaign and must meet the requirements set out in the technical sheet. For moving images, this is extended to 15 working days before the start of the campaign in order to be able to carry out the necessary tests before broadcasting.

For the floating campaigns, the delivery of the posters should take place 6 working days before the first floating period. In the event of delivery after this date, the financial benefit provided for the floating will be lost and the Company may decide not to advertise this campaign; however, the campaign price will remain due in full. Regarding the floating campaigns, the placement shall be carried out by the Company and announced to the Contractors at the latest on the 10th calendar day before the period in which the campaign is to be placed.

Failure to deliver the posters can in no way suspend the execution of the Contract and prevent the execution of the order and result in the full payment, in favor of the Company, of the price of the campaign, possibly increased by the costs and delay interests. In the case of a simple delay in delivery, the installation will be carried out as well as possible, without the Company being liable for this.

9.1.3. Guidelines for installation :

The guidelines for installation must reach the Company at least 10 working days before the start of the installation period and must indicate the number of visuals (themes and languages), their distribution key and a summary description and a photograph of each visual. The number of visuals is limited to a maximum of 8 (4 themes x 2 languages) for national networks and to 4 (2 themes x 2 languages) for any other network.

A higher number of visuals must be approved in advance by the Company and, if accepted, will incur additional costs due to the complexity of the preparation of the posters.

The drafts must be submitted by the client - at his own expense - to the Company, which has a right of appreciation concerning the possible refusal of a proposal of publicity announcement.

If the above-mentioned deadlines are not respected, the amount of additional technical costs, overtime, transport costs due to the delay shall be invoiced automatically. The Company cannot be held responsible nor can a credit note be claimed if the posting is not made within the allotted time.

9.1.4. Exclusivity per sector :

-In order to respect the sector exclusivity, Contractors should indicate the product code corresponding to the campaign on the order form. The product code mentioned must be linked to the main product visible on the poster. A pre-established list of product codes is available on simple request from the Company and can also be consulted on the Company's website:

www.jcdecaux.be.

- Only the Contractors are responsible for the provisions of the product code retained and consequently for any errors, inaccuracies and/or incompleteness (e.g. non-affiliation of the campaign).

- If the Contractors do not respect the mentioned product code and in case their campaign cannot be posted due to non-respect of the exclusivity, the whole payment of the campaign remains due.

- Distributors of a range of products are not considered competitors for other advertisers, but only for other distributors of a range of products.

- Co-branding: In case of co-branding, a supplement of 10% of the gross negotiated amount will be charged. However, the mention of (a) brand(s) is not considered to be co-branding if the applied area of the second brand and any subsequent brands is less than 10% of the total area of the poster.

- There is no sector exclusivity for digital networks nor between the national networks and the local networks or the unbundled national networks.

- Sector exclusivity is also abolished on all "paper" networks during January, for Saint Valentine's Day, for Mother's Day and for Father's Day, during Summer and during December.

- In the event that one or more networks are not sold, if the Company is forced to leave one or more campaigns from the previous week installed, the sector exclusivity shall be automatically cancelled.

9.1.5. Advertiser's commitment :

The advertiser undertakes to :

- scrupulously comply with the legislation on the use of languages in Luxembourg. If this is not the case, the Company will not place the posters without this giving rise to replacement of the non-installed locations or a price reduction.

- ensure that no luminosity with red or green shades is used for its digital campaign intended to be shown on public roads in order to avoid blinding, misleading or confusing drivers with traffic lights. If this is not the case, the Company shall not broadcast the advertisement in the street furniture near traffic lights.

- to comply with the opinion of the Jury on Ethical Practices in Advertising (CLEP) when it imposes one or more changes to the advertising message. The contracts are entered into under the resolutive condition of possibly obtaining an unfavourable opinion from the Luxembourgish Commission on Ethical Practices in Advertising (CLEP).

In the event of change, the additional costs arising from this shall be borne by the Contractors. In the event of a request for removal of a poster or discontinuation of the broadcast, the price of the campaign, as well as the costs arising from early collection, shall be borne entirely by the Contractors.

If the Advertiser refuses to act in accordance with the decision of the CLEP and informs the Company accordingly, the Company will of necessity have to take the necessary steps as soon as possible to stop the dissemination of the disputed publicity. The price of the campaign, as well as the costs resulting from early collection, shall remain payable in full by the Contractors.

The Company declines all liability in respect of the poster affixed; the Contractors declare that they are fully informed of any restrictions imposed on the content of an advertising message. With regard to the digital Retail or Mall campaigns, the Contractor is informed that the partners of the Company have the right to inspect the content of the campaigns and to refuse them if their content is in direct or indirect competition with the co-occupants. The Company assumes no liability in this regard.

As regards digital campaigns, their display may be limited by local regulations to, for example, only still images or images with certain moving elements or details. As the case may be, the Advertiser shall be informed thereof by the Company in order to comply the campaign to such regulations.

9.1.6. Additional costs :

Network unbundling: The request for network unbundling increases the tariff price by 30%. Specific unbundling :

- In the event of a specific subdivision, the Contractor shall notify the Company of the destination of the assets per location. This line-by-line destination increases the tariff price by 5%.

- If the Contractors wish to entrust the Company with this specific division, a complete written briefing must be submitted to the Company, which reserves the right to accept or refuse this assignment. In case of acceptance by the Company, the price shall be increased by at least 10% or a specific estimate shall be drawn up.

Description of the 2m2 posters: if the 2m2 posters are not delivered in accordance with the preparation included in the technical sheets, the Company shall directly charge the Contractors a preparation fee, the price of which shall be determined annually. For the year 2022, this price is €1.30 per poster produced.

Late delivery of posters: the posters must be delivered within 6 working days before the first day of the installation period. Any delay in delivery will result in the application of a penalty of €1,000 per working day.

Urgent placement: Urgent placement of posters, special assemblies or adjustments will result in a price supplement to the prior cost estimate.

Interventions during the campaign: if, at the request of the Contractors, during a campaign the posters suddenly have to be covered, supplemented, changed or moved, the costs arising from this shall be borne entirely by the Contractors.

Return of the posters: the posters placed on the site can only be returned by way of exception if there is a prior agreement between the parties before the start of the campaign. This operation involves additional costs, which shall be borne by the Contractors.

Photo report : any request for a photo report to justify the billboardage on the site will be invoiced at €290.00 per 10 photos, and this in a maximum of two towns.

Any other service must be requested from the Company and will be priced according to the ratecard on the Company's website.

9.1.7. Display :

Display deadlines: Installation will take place on the dates set out in the special conditions included on the front of this contract on paper or as an attachment in its digital form. The Company reserves a margin after the dates fixed, the effective duration of the campaign being counted from the actual installation of the posters.

For the paper and the digital campaigns, this margin is roughly 36 hours.

9.1.8. Intervention periods :

In the event that an installation defect is established, the Company shall have a period of:

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- 24h (working days) for the 2m2;
- 48h (working days) for all other networks or other panels; from the date the defect was reported to the Company.

In the event that this deadline is exceeded and in the absence of spare panels for that campaign, the Contractors shall have the right to demand a credit note drawn up pro rata temporis. Defects concerning the lighting are not considered as display defects and therefore do not entitle to a credit note.

The Company shall under no circumstances be liable for a delay in installation due to exceptional weather conditions or technical problems or any other case of force majeure. If the start of a campaign coincides with a public holiday, the campaign will automatically be postponed by one day without this giving rise to any right to compensation or damages.

The Company is not obliged to remove the advertiser's publicity after the duration of the campaign, except by prior agreement between the parties.

9.2. For the AIRPORT-campaigns

9.2.1. Visual and campaign project :

The Advertiser and/or its Agent shall submit to the Company imperatively and at the latest 2 weeks before the date of the displaying or the making available of the location as set out on the front of this contract or as an attachment in its digital form, the advertising project or reserved advertising space. The company undertakes either to give an agreement or to request the modification of the project within 7 days so that it meets the criteria set out in these General Sales Conditions.

In the interest of the quality of the campaign, dynamism and beautification of the airport environment, the company reserves the right to request the modification of the campaign concept up to once a year for contracts of a duration of more than one year.

9.2.2. Installation and removal :

The display shall be installed and removed by the Company and under its responsibility, after submission on time of the visual and/or campaign project by the Advertiser and/or its Agent. Layout change expenses are included in the contract during the active period of the contract. If the installation dates provided for in the contract coincide with a legal holiday or a weekend day (Saturday or Sunday), the Company shall have an additional 48 hours to carry out said installation. If the installation has not taken place by the stipulated date for reasons not attributable to the Advertiser and/or to its Agent, the Company shall provide the Advertiser with compensation, at the Company's initiative. Said compensation may take the forms of an extension of the display period, or of a credit.

The installation and removal of the "Experiential and Ambient" displays are carried out by the Company, under its responsibility, after submission of the visual and/or campaign project by the Advertiser and/or its Agent. The Company undertakes to do its utmost in order for, once the visual and/or campaign project has been approved, the installation to be carried out at the latest by the contract's effective date. However, the buyer must be aware that this installation may be delayed pending safety conditions or gaining access to certain different areas (conditions required by the Licensor) and it shall not be entitled to hold the Company liable or to demand any compensation.

9.2.3. Conditions for the using the available areas (podium areas) :

The podium spaces referred to in the General Sales Conditions are provided bare to the Advertiser and/or its Agent, which shall be responsible for having these adapted and equipped at its expense under conditions consistent with the Specifications and/or technical and safety standards applicable to the site(s) in question, and of which it/ they acknowledge(s) having taken note. Any advertising materials displayed must be kept perfectly clean. Any breach of this obligation shall entitle the Company to perform said cleaning itself, at the expense of the Advertiser and/or its Agent. The spaces and/or showcases described on the front of this contract or as an attachment in its digital form are made available for advertising purposes, and cannot be used for any other commercial operations. Any display by the buyer that may, whether or not on an ancillary basis, be of political or religious nature, or that may be immoral and/or inconsistent with the interests of the licensor and/or of the Company, shall be prohibited.

9.2.4. Supply and restitution of the equipment :

The Advertiser and/or its Agent must follow the Company's recommendations concerning the number, type and characteristics of advertising equipment. In the event of a breach of these conditions, the display equipment shall be returned to the Advertiser and the campaign shall be delayed until conforming advertising equipment has been delivered and subject to availability of the initially-reserved advertising space(s).

The advertising equipment necessary to the installation of the advertising shall be paid for by the Advertiser and/or its Agent and must be delivered to the workshops of the Company or its representatives within the following timeframes:

- for "Experiential and Ambient" and "Premiums" displays, three weeks prior to the display date, as defined in the specific conditions;
- for "Network" devices, at least 6 working days prior to the display period, as defined in the specific conditions. Posters must be delivered, stamped, to the workshops of the Company, or its representatives.

The dimensions of the posters and/or visuals to be affixed are defined in the data sheets which are an integral part of the contract.

In addition to the posters to be used for the first installation, the Advertiser and/or its Agent must provide a sufficient number and quality of posters to ensure, under normal conditions, the conservation of the posters throughout the term of the campaign, as defined on the front of this contract.

The number of additional posters shall be determined jointly at the rate of 20% of the number of posters necessary for the first installation.

The items not used by the end of the campaign and not claimed prior to the poster's withdrawal by the Company shall be deemed abandoned. If requested by the Advertiser and/or its Agent, the Company shall return to them those posters not used. However, postal expenses shall be charged to the Advertiser and/or its Agent. The posters and/or advertising equipment must be delivered 10 working days prior to the beginning of the campaign. The advertising and/or display instructions must reach the Company at least 10 working days prior to the start of the display period.

All the operations requested by the Advertiser and/or its Agent and that give rise to additional expenses shall be borne by the Advertiser and/or its Agent, based on an estimate they have approved (urgent installation, assembly or special fixtures, coverings, additional advertising message during a campaign, etc.)

If the aforementioned timeframes are not honoured, the amount of the additional technical expenses shall be invoiced automatically, as will any overtime hours and transport expenses caused by the delay. In such case, the Company shall not be held liable and no credit note may be demanded if the posters are not placed and/or the displaying is not shown within the stipulated times.

Under no circumstances may non-delivery of the display equipment suspend the contract's performance or prevent the order's validity or give rise to full payment, to the Company, of the price of the campaign, plus any penalty expenses and interest. In the case of a simple delay in the supply, the posters shall be installed as well as possible and the Company shall not incur any liability.

9.2.5. Insurance :

The buyer shall be responsible for taking out a third-party liability insurance policy, as well as a multirisk policy covering all its equipment and installation, display and co-ordination, against theft, vandalism, fire, tenant's liability and the breakage of glass. This insurance must include a waiver of remedy vis-à-vis the Licensor and the Company, such that they cannot be held liable in case of accident, loss, disappearance, fire, water damage or damage of any kind for any reason whatsoever to the installations or objects displayed or to any person whatsoever.

Art. 10 JCDecaux Innovate Action :

10.1.The Innovate Actions are the subject of a specific order form.

10.2.The implantation sites for an Innovate Action are proposed subject to obtaining the necessary permissions from the municipal services, technical possibilities and compatibility with planning. If changes should occur, the Company shall inform the Advertisers accordingly. Any pre-tests can be carried out, subject to invoicing, and will only be carried out after an order form has been signed. The montages related to the Innovate Action are carried out within 24 hours of the start of the campaign (unless otherwise agreed).

10.3.The Company may under no circumstances be held liable for the intervention of any works on sites that have been selected for an Innovate Action. If the Company has prior knowledge of this, it shall propose other substitute locations to the Contractors. The material used, 2D, the lighting, etc., are the property of the company.

10.4.In case an Innovate Action would be cancelled :

- more than two weeks before the start date of the campaign, 30% of the total amount of the campaign will be due;

- in the course of the two weeks preceding the start date of the campaign, the total amount of the campaign remains due. The valid date of cancellation shall be the date on which the letter is handed over to the Company.

10.5.The Company cannot, under any circumstances, be held responsible for extraordinary damage caused to the furniture and the sets (bad weather conditions, vandalism, anti-publicity campaign, etc.).

Art. 11 Intellectual property :

11.1.Except in the case of a rejection expressly notified by the Advertiser and/or its Agent, the JCDecaux Group may, for documentary and/or marketing purposes, reproduce or represent the visuals and/ or campaign projects of the advertisers on all products (magazines, reviews, leaflets, sales kits, brochures, etc.) as well as on any magnetic, analogue or digital media, loading on a hard drive or in RAM, screen display, display on the Internet, storage in RAM, or transfer of a digitised work or scanning.

11.2.In this context, the Advertisers and/or their Agents represent that they hold all the rights on the visual and/or campaign projects that are the subject here of, and, more specifically, the intellectual property rights (copyrights, trademarks and model rights), of third parties that have been incorporated in said visual and/or campaign projects and the image rights for the properties and persons of said the visual and/or campaign projects.

11.3.The Advertisers and/or their Agent shall inform the Company of any limitation involving the subject of the rights held by them and that would therefore limit - in terms of time and scope - the Company's right to use said the visual and/or campaign project.

Art. 12 Taxes & Stamp Duty – Registration – Miscellaneous charges :

12.1.The fees shall be borne in full by the Contractor on the basis of a flat rate, the amount of which shall be indicated on the front of this Contract on paper or as an attachment in its digital form. However, this flat rate is determined on the basis of a basic assessment and the assessment rate as determined by the regulations, valid on the date of the signing of this contract. Each new tax, each new duty imposed by the legislator shall be borne by the Contractors. Similarly, any increase in the valuation rate will be borne by the Contractors.

12.2.The Company may therefore revise the amount of this lump sum at any time for current or future campaigns. The lump sum charged for the fees shall be charged regardless of the Contractor's position with regard to those fees and/or taxes.

12.3.Stamp duty: The posters must be delivered with a stamp according to the applicable rate. Failing this, the Company shall make the necessary declarations to the competent authorities and invoice the cost of sealing plus a flat-rate amount of €380.00 for administration costs directly to the Contractors'.

12.4.New regulatory or fiscal decisions: If any amendment to the existing regulations regarding advertising locations would make it impossible for the Company to maintain the advertising panel, subject of this order form, on site, the agreement may be terminated without any right to compensation and the advertiser or its proxy holder will receive a voucher which will be drawn up prorata temporis in function of the remaining term of the agreement.

12.5.If new taxes and duties, stamp taxes etc. are levied on this type of advertising, they shall be borne by the Advertiser and/or its Agent and shall be added to the invoice amount. Under no circumstances may these expenses be cited as grounds for terminating the advertising contract.

Art. 13 Responsibility :

13.1.The Company undertakes to comply with the regulations in force in the field of town planning and, in particular, with regard to publicity and the rights of third parties. It alone shall be responsible for established infringements concerning the sites which it makes available to the Contractors and, if necessary, it alone shall bear the costs of legal proceedings.

13.2.It assumes responsibility for any complaint arising from regular installation or any damage caused to third parties by its services or facilities. Under no circumstances can the Company be held liable for any installing whose content violates the legislation on Advertising.

13.3.Neither the installation, nor the advertising message in any form whatsoever, nor the graphic design, nor the text shall contain any political, sexual, provocative, discriminatory, ideological or religious allusion or statement against the laws or morals; nor shall any statement cause nuisance or damage to the agglomeration on whose territory the poster or advertising panel is erected, nor to the bodies of public interest. The company reserves the right to have the model modified until acceptance, without its refusal resulting in the termination of this contract, nor any compensation if the installation should be delayed.

13.4.This is a mandatory rule and the Company will only be obliged to inform the Contractors, who will be able to change their posters and texts under their own responsibility, bearing the costs, risks and dangers themselves. The Company reserves the right not to put up posters if the content of the poster makes it jointly responsible under Luxembourgish criminal law. If the poster has to be removed during the campaign, the cost of removal will be charged to the Contractors. However, the price of the campaign shall remain due for the period of installation determined by agreement between the parties.

13.5.Any complaint about a campaign must, under penalty of cancellation, except in the case of formal evidence, reach the Company's headquarters by registered mail no later than three working days before the end of the campaign.

13.6.Under no circumstances can the Company be held responsible for any withdrawal or refusal imposed by an administrative authority (for example, a contracting authority, a grantor, the town planning departments, etc.) concerning the advertising content of a poster.

13.7.In any case, the liability of the Company or its Licensor may not be invoked by the Advertiser and/or its Agent if all or part of the advertising, exhibition and/or animation covered by this contract were to become unavailable for any reason. The contract would follow its course and the Company would propose to the Advertiser and/or its Agent either to relocate it to other locations as a compensation, or to extend the advertising, exhibition and/or animation, or to grant a pro rata credit for the duration of the non-use and the number of locations involved, without further compensation.

In addition, the Company may - at the request of the Licensor and any time before or after the displaying of the advertising or during any exhibition or animation - either prohibit any advertising, exhibition and/or animation likely to affect the convenience of the Licensor or its interests, either request the termination of the contract for the part of the not-performed advertising.

Likewise, the Company - at the request of its Licensor and on technically suitable display devices only - may authorize the insertion of informative messages between two advertising messages, or even the interruption of an advertising message in progress to allow the dissemination of a safety, health or public interest message etc.

13.8.The Company shall not be responsible for any damage to the affixed posters and/or the advertising equipment. However, any such damaged posters shall be replaced as quickly as possible.

13.9.The Company shall not be responsible for unusual damage to these items (significant breakage, anti-advertising campaign, etc.). However, every possible effort shall be made to remedy this situation as quickly as possible.

Art. 14 Jurisdiction and disputes :

14.1.The parties have agreed that this contract shall be governed by Luxembourgish law and they assign jurisdiction to the courts of Luxembourg to resolve any disputes concerning this contract's interpretation or performance.

14.2.Any complaint from the Contractors must reach the Company by registered letter.

Art. 15 Miscellaneous :

15.1.Current General Sales Conditions can be consulted at all times in French, German and English on the website www.jcdecaux-belux.com.

15.2.In case of grammatical or other interpretation problems, the French version of the General Sales Conditions will serve as the reference point.