

## STREET FURNITURE GENERAL TERMS AND CONDITIONS

JCDECAUX ESPAÑA, S.L.U.

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**FIRST.** JCDECAUX ESPAÑA, S.L.U, will carry out for THE AGENCY and THE ADVERTISER (hereinafter THE CLIENT) the outdoor advertising campaign that is specified in the conditions expressed on the front of this document. It is expressly agreed that any obligations assumed by THE CLIENT as a result of this contract and any responsibilities that may arise from it for said CLIENT are joint and several, expressly waiving the benefits of order, exclusion and division.

**SECOND.** This contract will be ruled by Law 34/1988, of November 11<sup>th</sup>, the general advertising law as well as other regulations that may apply as a result of its nature of advertising contract.

**THIRD.** This contract must be returned signed within a period of fifteen (15) calendar days from the scheduled date of campaign fixation to the address that appears in this document. After this period, JCDECAUX ESPAÑA, S.L.U., reserves the right to freely dispose of the contracted advertising space. This contract shall be considered valid once, when returned, has been signed as well by JCDECAUX ESPAÑA, S.L.U. In the event of rectifications or modifications by THE CLIENT, JCDECAUX ESPAÑA, S.L.U. reserves the right to reject them and, consequently, consider the document ineffective.

**QUARTER.** THE CLIENT shall be solely responsible for the content, form and presentation of the advertisement, who shall respond, consequently, to any claim that may arise as a result of it, and shall compensate JCDECAUX ESPAÑA, S.L.U. for any damage that, directly or indirectly, that could cause them.

Without prejudice to what is indicated in the preceding paragraph, when by judicial or administrative decision the suspension or cancellation of the campaign is agreed, this will not affect the obligation to pay the agreed price.

Likewise, it shall be obligation of THE CLIENT to present and manage JCDECAUX ESPAÑA, S.L.U., the licenses or authorizations stated by the special applicable legislation due to the products, goods, activities and services object of the advertising campaign, being THE CLIENT exclusive responsible of the sanctions that could originate as a result of any breach or irregularities, being applicable the provisions contained in the previous paragraphs in this regard.

**FIFTH.** The risk of force majeure will be borne to THE CLIENT, who shall pay the total price of the campaign, totally or partially, if the referred it is not carried out, for said reason. Vandalism and natural disasters are understood to be included as cases of force majeure.

In the event that JCDECAUX ESPAÑA, S.L.U. is required by the authorities to make official announcements, the Company reserves the right to attend to the request using the sites covered by this contract. In this case, THE CLIENT will have the right to a refund of the price in a proportional part to the time remaining for the end of the campaign and the number of unused sites, excluding any other compensation.

**SIXTH.** The necessary material for the execution of this contract shall be sent by THE CLIENT at least fifteen (15) calendar days in advance of the begin of the campaign, shipping costs carried by THE CLIENT. The price stipulated for each location shall be paid from the date hired.

The absence or delay in the supply of the material mentioned above will not modify either the price or the term of execution of the contract. In the event of a simple delay, the campaign will be carried out adapting as much as possible to what has been agreed without any responsibility for JCDECAUX ESPAÑA, S.L.U.

THE CLIENT shall send JCDECAUX ESPAÑA, S.L.U. a number of posters greater than (15%), fifteen percent of the amount planned for their exhibition. If the reuse of the same is planned, this quantity will be increased up to (20%) twenty percent.

**SEVENTH.** JCDECAUX ESPAÑA, S.L.U., will not be obliged in any case to return the posters at the expiration of the campaign and may use them in its catalogues and other media that serve as support for the promotion of its own activities without the opposition from advertisers or agencies for such use.

**EIGHTH.** JCDECAUX ESPAÑA, S.L.U., reserves the right to modify the beginning of the advertising period in 48 hours, by advancing or delaying it depending on the requirements of the installation. The actual duration of the advertisement shall be the one contracted and will begin to count from the actual start of its installation.

**NINTH.** Any control or verification of the contracted campaign, so that it can be the subject of a claim against JCDECAUX ESPAÑA, SLU, shall be carried out in the presence of an employee of the Company designated for this purpose.

**TENTH.** JCDECAUX ESPAÑA, S.L.U. reserves the right to modify the distribution of advertising media up to a maximum of (5%), five percent, in the contracted circuits. Said circumstance will not entitle THE CLIENT to terminate this contract or modify it. Additionally, JCDECAUX ESPAÑA, S.L.U. reserves the right to a reduction, in a percentage of (2%), two percent, in the number of advertising media, which will be accepted by THE CLIENT without this reduction entailing a variation in the price agreed between the parties.

**ELEVENTH.** National circuits may be partially commercialized, subject to prior availability and agreement by JCDECAUX ESPAÑA, S.L.U. Such marketing will be carried out in accordance with a different rate from that applied for the full sale of the circuit and in any case will be established by JCDECAUX ESPAÑA, SLU prior communication and acceptance by THE CLIENT.

**TWELFTH.** For the purposes of these General Terms and Conditions, "exclusivity" is understood as the commitment of JCDECAUX ESPAÑA, S.L.U. to guarantee the non-fixation of another campaign of another advertiser of its competition during the time of display of THE CLIENT campaign (according to the classification of INFOADEX that is attached), in the same advertising format and with the same product for the benefit of THE CLIENT that has a campaign in JCDecaux street furniture.

JCDECAUX ESPAÑA, S.L.U. only guarantees exclusivity in the following cases:

- (i) Campaigns belonging to an annual agreement in a National circuit, Select circuit, Select Plus circuit or Proximity circuit.
- (ii) Campaigns planned on a National, Select, Select Plus or Proximity circuit whose discount does NOT exceed 15+40%.
- (iii) A maximum of 2 movie campaigns of the same genre in the premiere or exhibition period.

In NO CASE will the principle of exclusivity (non-competition) be applied to the following cases:

- (i) Fragrance campaigns in any of the weeks of the month of December.
- (ii) Circuits with different characteristics (National, Local, Innovate circuits).

**THIRTEENTH.** International Campaigns or campaigns broadcast in different national territories. The commercialization of these campaigns may be centralized by JCDecaux Media Services, based in London. The rate to be applied to these campaigns will be the one in force at any given time in each of the countries where the advertising campaign is displayed. These rates may be subject to discounts, as long as the aforementioned advertising campaign covers 90% of the national circuits of the countries in which the advertising exhibition is carried out.

**FOURTEENTH.** The discounts mentioned in these General Terms and Conditions shall be conditioned to the full compliance of the referred, as well as to the payment of the agreed rates within the indicated periods.

**FIFTEENTH.** The price indicated in the contract is determined in the rates currently in force, approved by JCDECAUX ESPAÑA, S.L.U. These rates and, consequently, the price of the contract are valid, exclusively, in the year of its validity, so if the contract is executed the following year or after that of its signing, the price shall be adjusted to the new rates that are in force for the year of its execution.

**SIXTEENTH.** Invoices shall be issued on the same date as the start of the campaign and shall be paid within 30 days from their date of issue otherwise a different payment term is specified in this contract. In the event of default within the period finally established, JCDECAUX ESPAÑA, S.L.U. may claim the amount of the invoice plus an interest for delay as provided in article 7 of Law 3/2004 due to the deferral at a rate equal to the current published rate in the State Official Newsletter (BOE).

**SEVENTEENTH.** Any transfer by THE CLIENT of the rights arising from this contract shall be ineffective against JCDECAUX ESPAÑA, S.L.U., without the express written consent of JCDECAUX ESPAÑA, S.L.U.

**EIGHTEENTH.** Any correction made to the text of this contract, if it has not been made in an annex thereto duly signed by the parties, shall be null and void.

**NINETEENTH.** The parties, waiving any other jurisdiction that may correspond to them, submit to the Jurisdiction of the Courts and Tribunals of Madrid.

**TWENTIETH.** The taxes levied on the advertising of the contracted campaign will be borne by THE CLIENT.

**TWENTY-FIRST.** Once signed and sent, this contract cannot be resolved by the parties and they will be obliged to comply with it. These General Terms and Conditions form an integral part of the contract signed by the parties and are inseparable from the order signed on the front.

**TWENTY-SECOND.** Causes of Resolution.

- Mutual agreement of the parties.
- Requirements derived from the decisions of the competent authorities or from the regulations that may be applicable and from the modifications that these may undergo in the future.

- Bankruptcy, suspension of payments or declaration of insolvency proceedings, cessation of payments or general seizure of assets of THE CLIENT.
- That the patrimonial, economic or financial situation of THE CLIENT suffers an alteration that, due to its adverse nature, could affect the ability to fulfill the obligations assumed in this contract.
- Serious and/or repeated breach by THE CLIENT of any or some of the stipulations established in this contract.
- Transfer to a third party of the rights and obligations arising from this contract by THE CLIENT, without the express and written consent of JCDECAUX ESPAÑA, S.L.U.
- The physical, legal or for reasons of urgency or force majeure impossibility of providing the contracted service, either unexpected or unforeseeable at the time of granting the Contract.
- When natural or legal persons or Public Authorities terminate or extinguish the contracts/concessions they hold with JCDECAUX ESPAÑA, S.L.U. regardless of the cause that motivates it, without this reason giving rise to any compensation in favor of THE CLIENT.
- The general causes established by the Law.

**TWENTY-THIRD.** In accordance with the data protection regulations , the parties are informed that the identification data, ID number, the position and the signature of the signatories will be processed by JCDECAUX ESPAÑA, S.L.U. and THE CLIENT correspondingly (whose identification data and contact information appear in this contract) in order to manage the maintenance of the contractual relationship, authorizing the processing of the data in the indicated terms.

Accordingly, the interested parties are informed that the basis that legitimizes the processing of the data is the contractual relationship that is intended to be formalized through this agreement, so that their personal data will be kept until the end of it. Notwithstanding the foregoing, your data will be kept duly blocked, as long as responsibilities for the execution of this contract, as well as for the fulfillment of other legal obligations may arise.

Likewise, interested parties are informed that their data will not be transferred to a third country or international organization nor will they be communicated to third parties, unless required by legal obligation.

At any time, the signatories may exercise the rights conferred by the applicable regulations on data protection (access, rectification, deletion, limitation, portability, opposition and not being subject to automated individual decisions) by providing a photocopy of their ID or equivalent document and identifying the right that is requested, addressing the address of the respective controller, which depending on the specific case will be JCDECAUX ESPAÑA, S.L.U. and THE CLIENT, which appear in the heading of the Contract, including in the communication the Reference " Personal data protection". If you consider that any of the aforementioned rights has not been respected, you will have the right to file a claim with the Spanish Data Protection Authority.

In the event that in the future JCDECAUX ESPAÑA, S.L.U. and THE CLIENT have access or are communicated personal data that is the responsibility of the other party, for the purposes of the provisions of the regulations on the protection of personal data that is found in force at that time, both JCDECAUX ESPAÑA, S.L.U. and THE CLIENT, undertake to comply with their obligation to protect and secrecy of the personal data provided by reason of this Contract as well as their duty to keep them, and will adopt the necessary measures to avoid its alteration, loss, treatment or unauthorized access, for which they will establish and sign for its possible regulation, the corresponding clause that will be attached as an addendum to this Contract.

**TWENTY-FOURTH.** The parties undertake that, on the date of entry into force of the contract, neither they nor their directors, officers or employees shall have offered, promised, delivered, authorized, requested or accepted any undue advantage, economic or otherwise (or hinted that they will or may do so at some time in the future) in connection with this Agreement in any way and that they have taken reasonable steps to prevent them from doing so, agents or any other third party subject to their control or overriding influence.

Likewise, they undertake and guarantee that they comply and will comply with all applicable national and international regulations in force, regarding the fight against corruption and influence peddling.

Either Party may terminate, immediately and without the need for prior notice, both this contract and any other in force between both parties in the event that the provisions of the preceding paragraphs are not complied with, considering this clause as a formal prior notice. written, since its violation would suppose a serious breach of the commitments acquired between both parties, additionally reserving any of the Parties the right to claim possible damages that may correspond.

THE CLIENT undertakes to access the "Ethics Alert" section of the JCDecaux España, S.L.U.<sup>1</sup> website, to notify it of any violation or breach of ethical and/or legal standards by its workers and/or JCDECAUX ESPAÑA, S.L.U.

<sup>1</sup> [Alerta de Ética | JCDecaux España](#)