General Terms and Conditions of Sale

(applicable to all advertising campaigns executed from 1st January 2023)

These General Terms of Sale, supplemented by the JCDecaux France 2023 Commercial Terms, can be downloaded from the web site <u>http://www.jcdecaux-airport.fr</u> or obtained upon written request.

Article 1 - Definitions

Advertiser/Client: a natural person or legal entity purchasing advertising campaigns on its own account on any Advertising Location(s) proposed by JCDecaux France, directly or through an Agent.

Grantor(s): authority(ies) managing the airport(s) platforms where the advertising campaign covered by the Contract is run.

Content: a video or animated/still image making up an Advert.

Contract: comprising these General Terms of Sale ("GTS"), the Commercial Conditions ("CC") applying from 1st January 2023, and the Advertising Order duly signed and returned to JCDecaux France in accordance with the conditions stated in article 2 herein.

Advertising Location: one (several) advertising medium (media) comprising one (several) advertising face(s) referenced on a plan at a flat price or that cannot be sold separately. This (these) advertising medium (media) may be made up of one (several) fixed or scrolling panel(s), screen(s) or wall(s) of digital screens (or digital murals), and may be intended for paper display or display by digital means.

Agent: any natural person or legal entity purchasing advertising space on behalf of an Advertiser by virtue of a written agency agreement compliant with the provisions of France's 29 January 1993 law number 93-122 (the "Agency Contract") and producing a copy of the agency certificate whereby it is bound to the Advertiser.

Advertising Order: a purchase order sent for approval by JCDecaux France to the Advertiser or its Agent, stating the requested services and their price.

Run schedule: the sequencing of Adverts sent by the Advertiser.

Network: all Advertising Locations meeting specific geographical coverage, audience, quality, siting and presentation criteria. Each Network can change according to the set of available Advertising Locations and display restrictions that exist on certain advertising media.

Advert: an advertising message broadcast by digital technology on one (several) Advertising Location (s), comprising the following content: video and/or animated image and/or fixed image.

Digital medium (media): digital screen(s), giant screen(s), digital mural(s) or Airport TV.

Article 2 - Validity

The Contract shall become effective when the Advertising Order sent by JCDecaux France by any written means is returned by the Advertiser and/or its Agent duly dated, signed and stamped by the latter(s) no later than seventy-two (72) business hours after said Advertising Order has been sent by JCDecaux France.

If the Advertiser or its Agent fails to return the Advertising Order under the conditions specified above, it may, at the initiative of JCDecaux France, lead to the forfeiture of the terms previously negotiated.

JCDecaux France can on no account be held responsible for the Advertising Order and/or the Agency Contract not being signed by the Advertiser and/or its Agent and shall on no account be liable for any damages whatsoever arising therefrom.

If the Advertiser and/or its Agent requests any adjustment(s) or modification(s), JCDecaux France reserves the right to refuse them.

A Contract entered into by the Advertiser and/or its Agent implies unqualified acceptance of these GTS, the CC and the 2023 Tariffs of JCDecaux France, as well as due compliance with applicable laws and regulations.

JCDecaux France reserves the right to amend its GTS, CC and/or Tariffs at any time. The general terms of purchase of the Advertiser and/or his Agent are not enforceable against JCDecaux France

<u>Article 3 - Conditions of performance, excluding digital media (Clauses non-applicable to digital media)</u>

"Excluding digital media" means advertising on paper or canvas by pasting, by wall panels or suspended, *via* an exhibition area and/or by event area.

3.1 - Submission of models

The Advertiser or its Agent must submit to JCDecaux France a model of the advertisement and/or the envisaged display and/or animated image, no later than twenty-five (25) business days before the posting date or provision of the Advertising Location as stipulated in the Contract. JCDecaux France reserves the right to have the corresponding model reasonably modified until its approval by the company and/or the Grantor, without such refusal entailing cancellation of the Contract or any compensation if the display or installation is delayed as a result.

JCDecaux France reserves the right to reject any model on technical (non-compliance with the relevant technical sheet) legal, ethical grounds and/or in the event of a risk of confusion with the Grantor's signage and/or any damage to the Grantor's rights and/or image or disrupt of aerial traffic. In this case the Client will be asked to produce another compliant model.

3.2 - Supply and return of posters

Posters needed to fulfil the Contract shall be handed over by the Advertiser, at its own expense and at the address indicated by JCDecaux France, no later than fifteen (15) business days before the posting date stipulated in the Contract. The Advertiser shall comply with the requirements of JCDecaux France as regards the number, nature and characteristics of the posters. More specifically as regards the Networks' scrolling illuminated units, only 4-colour bleed offset recto/3 or 4 colour reverse printing on modern matt 130gr/m² coated paper are accepted.

If these technical requirements are not complied with, the posters will be returned to the Advertiser, at its own expense, and the campaign will be delayed until compliant posters are supplied, subject to availability of the Network(s) initially reserved. If their transparency requires blanking paper, the supply and mounting thereof will be invoiced to the Advertiser in addition to the price stated in the Contract. JCDecaux France cannot be held liable for any flaw, delay and/or error in supplying posters, or an insufficient number of posters, and such fault, delay or error cannot lead to any amendment of the Contract.

If it proves necessary to replace posters during the Contract, it will be done at the expense of the Advertiser, which shall then provide new posters within fifteen (15) business days of the request of JCDecaux France, failing which the latter will be entitled to remove the advertisement, without reducing the price set forth in the Contract.

When the posting period expires, JCDecaux France is on no account required to return any poster, or any other advertising material it has posted on behalf of the Advertiser.

3.3 - Posting/removal (indoor equipment)

The advertising material is posted and removed by JCDecaux France, under its responsibility, and is invoiced separately and in addition if the advertising material is changed during the term of the Contract.

When the posting dates as stated in the Contract fall on a public holiday or a weekend (Saturday and/or Sunday), JCDecaux France has an additional forty-eight (48) hours in which to post the relevant advertising material. If the advertising material could not be posted on the scheduled date for reasons beyond the control of the Advertiser or its Agent, JCDecaux France will grant compensation if the deadline is not met, by either extending the display period or issuing a credit note.

Advertising materials usually lasts six (6) months. Beyond this six (6) months period, JCDecaux France may request the Advertiser at any time to finance their replacement for quality and security reasons.

3.4 - Posting/removal (outdoor equipment)

The advertising material on outdoor equipment will be posted and removed by JCDecaux France, under its responsibility, and will be charged separately should the advertising material be changed during the term of the Contract.

The posting and/or removal of advertising material on outdoor equipment are subject to weather conditions. Indeed, in order to ensure the safety of those involved, no work may be undertaken in risky weather conditions such as a storm, hail, strong wind, whirlwind, etc. If an advertising material cannot be posted on the scheduled date for reasons not attributable to the Advertiser or its Agent, JCDecaux France will grant a compensation if the specified deadline is not met, either by extending the display period or issuing a credit note.

Advertising materials usually last for a period of six (6) months. Beyond this period six (6) months period, JCDecaux France may request the Advertiser at any time to finance their replacement for quality or safety reasons.

3.5 - Terms and Conditions governing spaces provided (podium space, bulky object or dynamic display)

Spaces referred to in the Contract are provided bare to the Advertiser, whose task it is to have them fitted out and equipped at its own expense, in compliance with the specification and/or technical and safety standards applicable on the site(s) concerned, which it acknowledges having taken note of beforehand. Spaces and/or

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bulky objects must be maintained for the duration of the Contract and returned at the end of the Contract by the Advertiser in a satisfactory state of cleanliness. If this clause is breached, JCDecaux France shall do the necessary itself, at the Advertiser's expense.

Spaces and/or bulky objects referred to in the Contract are provided solely for advertising purposes, excluding any other operation, in particular commercial, excepted with the prior written consent of JCDecaux France. The Advertiser undertakes to ensure that the Advertising Location put at its disposal does not remain unoccupied for more than twenty-four (24) hours. If this requirement is not met, JCDecaux France may install any appropriate advertising material until the Advertiser puts in place its advertisement, without this entailing any modification in the price or term of the Contract.

Lighting conditions may be the subject of legal requirements or restrictions. Representatives of the Grantor(s) and of JCDecaux France may access the spaces concerned at any time and carry out any checks they deem necessary. The Advertiser must shall any required modification within twenty-four (24) hours of its notification.

Any products, materials, samples and/or appliances exhibited in spaces referred to in the Contract shall always be so exhibited at the Advertiser's cost, expense and risk. The Advertiser shall comply with all current laws and regulations and shall obtain all requisite authorizations and insurance cover, the Grantor and/or JCDecaux France not being liable in this respect on any account. Furthermore, JCDecaux France shall validate beforehand any distribution of objects or flyers to passengers or visitors, the content of which shall comply with the current regulation.

The Advertiser undertakes to leave the location in the condition it found it when the Contract expires. It shall bear all costs of returning the location to its original condition and, generally speaking, the costs relating to the repair the damage it may be responsible for. At the expiry or termination of the Contract for any reason whatsoever, it is expressly agreed between the parties to the Contract that the exhibited or distributed objects shall be removed by the Advertiser. Any object that would remain on the site will be removed by JCDecaux France at the Advertiser's expense, on the understanding that JCDecaux France shall not be held liable in that respect.

Within the framework of rendering passenger services and by way of exception, JCDecaux France reserves the right to use the podium areas outside their opening hours. In this case, JCDecaux France will not in any manner whatsoever be held liable for any direct or indirect damages in connection with the use of podiums referred to in this article.

3.6 - Grantor's consent

For any display requiring before its installation technical data to be submitted to the Grantor for approval before installation, the effective date of the related Contract shall be subject to the Grantor's prior consent. The Contract term includes the posting and removal of the display.

3.7 - Inspection

Any inspection carried out by the Advertiser, its Agent, or any independent body commissioned by either of them shall only be binding upon JCDecaux France if conducted in the presence of one of its employees duly appointed for that purpose.

Article 4 - Conditions for running advertising campaigns on Digital Media (Clauses non-applicable to non-digital media)

"Digital Media" means digital screens, Airport TV, giant screens and digital murals. More specifically as regards digital murals, their non-digital content is governed by article 3 above, and their digital content is governed by this article 4.

4.1 - Supply and submission of digital content

a) The Advertiser or its Agent shall provide JCDecaux France with the planned Advert(s) no later than ten (10) business days before the display date as stated in the Contract.

JCDecaux France reserves the right to have the Advert(s) reasonably altered until its approval by the company and/or the Grantor, without any potential refusal thereof resulting in termination of the Contract or any compensation if the start of display is delayed.

JCDecaux France reserves the right to refuse any Advert on technical (non-compliance with the specification sheet), legal or ethical grounds and/or in the event of a risk confusion with the Grantor's signage and/or any damage to the Grantor's rights and/or image or disrupt of aerial traffic. In which case, the Client will be asked to provide another compliant Advert.

If compliant content is not provided within the allotted time, the campaign may be delayed until the content is made compliant, the end-date of the campaign and the contractual financial terms and conditions remaining unchanged.

b) Provision and submission of interactive digital content (Interactive digital mural)

The Advertiser or its Agent shall provide JCDecaux France with the planned Advert(s) no later than seven (7) business days before the display date as stated in the Contract.

c) Broadcast of an contextualized messages / social media

The conditions under which an RSS flow is broadcasted on digital media shall comply with the standards and safety rules of computer systems owned (or used) by JCDecaux France. If not, JCDecaux France reserves the right to refuse such display.

JCDecaux France shall be able to ascertain due compliance with these standards and rules beforehand; to that end, the Advertiser shall provide all relevant particulars fifteen (15) business days before the start of the campaign.

JCDecaux France reserves the right to interrupt without notice the display of any content broadcast by means of an RSS flow if said content does not meet current technical, legal and ethical display criteria, the end-date of the campaign and contractual financial terms and conditions remaining unchanged.

In the event of dynamic digital advertising campaigns with broadcasting of comments (like Twitter) or contextualised messages sent by a contributor other than JCDecaux France, all the comments (contributions) available to JCDecaux France for "live" broadcasting shall be subject to a moderation by the Advertiser. In addition to complying with the applicable legal requirements, in particular regarding the right of publicity/ image rights the moderator shall insure that the message:

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- Relates to the theme of the campaign that is broadcasted;
- Does not affect the air transport sector and the operators in this sector;
- Does not constitute a source of anxiety for passengers;
- Is not likely to offend the passengers' sensibility;
- Is written in correct French and without any spelling mistake.

Moderation is done before the message's publication.

The Advertiser is solely liable for the dynamic content broadcasted.

Regarding more particularly the contextualized broadcasting linked to flight data, the service may be interrupted. In this case, the Advertiser will be informed prior to start of its campaign and an alternative offer will be made.

4.2 - Duration of Adverts/content supplied

The duration of Adverts/content supplied by the Advertiser or its Agent to JCDecaux France shall correspond to the duration of the purchased Advert.

This duration is specified in the technical sheets for each type of display and is binding on all advertisers.

Failure to comply with the duration ordered may result in JCDecaux France asking the Advertiser to provide a new Advert of an appropriate duration. If the Advertiser fails to provide a new Advert of an appropriate duration, the duration of the scheduled and invoiced Advert shall be the next longest one as set forth on the technical sheet.

4.3 - Broadcasting of Adverts/content

Should any event beyond the control of JCDecaux France occur that disrupts the regular operation of airport platforms, the display of the Adverts/content may be temporarily suspended without any compensation or indemnity being due in that respect, either to the Advertiser or to his Agent (if any). However, JCDecaux France shall do its utmost, to the extent possible, to reschedule the broadcast within the framework of the campaign that is the object of the Advertising Order.

Article 5 - Terms of payment

5.1 - Invoicing / Payment

Invoices are issued in compliance with the regulations applicable on the French territory and, in particular, the law of 29 January 1993. By default, each campaign is invoiced at the beginning of such campaign for its entire duration. If JCDecaux France and the Client agree on an invoicing schedule, such schedule will be calculated on a *prorata temporis* basis of the number of actual days of the invoiced period.

When the Advertiser uses the services of an Agent, depending on the applicable regulations, the invoice may be sent directly to the Advertiser and/or to the Agent. In such case, payments are delegated by the Advertiser to its Agent, and the Advertiser remains liable for such payments; JCDecaux France reserves the right to demand direct payment to the Advertiser of any amounts due and payable to it, even if the latter has already paid such amounts to the aforementioned Agent.

Any discounts or bonuses stated in these Terms and the Commercial Terms 2022 shall only apply when the conditions of eligibility have been met and payment made on time. If that is not the case, JCDecaux France reserves the right to re-issue an invoice at the catalogue price, excluding any discount, rebate or reduction whatsoever.

Invoices are payable within 45 days after the end of the month of the invoice regardless of the date of the call for funds of the Agent. The payment can be made by means of check, wire transfer or accepted or domiciled bill of exchange.

If circumstances so dictate, JCDecaux France may demand total or partial advance payment of the corresponding price from the Advertiser or its Agent, before performance of the Contract.

5.2 - Del credere agreement

Agents assume the del credere of any Advertising Order they place with JCDecaux France that remains unpaid by the Advertiser for any reason whatsoever.

5.3 - Penalty clause

The non-payment of an invoice at the due-date will give rise, without the need for a reminder letter, to penalties as from such due-date and until the effective payment date, at the rate of ten per cent (10%) of the amounts due.

In accordance with Article D. 441-5 of the French Commercial Code, a flat-rate compensation of forty (40) euros for recovery costs may also be applied in the event of payment default, it being specified that JCDecaux France may request additional compensation on supporting documents in the event of a recovery costs incurred greater than this amount.

If any outstanding amount is not paid, and if a formal demand served by registered letter with acknowledgement of receipt remains without effect for eight (8) days, JCDecaux France shall be entitled, if the Contract is still valid and effective, to consider that the Contract is terminated and to take back possession of the Advertising Locations forthwith and at the same time, demand immediate payment of the amounts due until the expiry of the initially agreed term of the Contract.

5.4 - Upload fees (campaigns on Digital Media)

Upload fees cover the following services in particular:

- uploading and adjusting Content;
- scheduling campaigns and managing Schedules; and
- scheduling and synchronising Content.
- Updating content on an outgoing campaign

Each campaign displayed on a digital medium sold on 70" displays or broadcasted on Airport TV will be invoiced an amount equal to three per cent (3%) of the gross media fee excluding campaign tax with respect to the fees for screening, with a minimum of 150€ (Excluding VAT).

Broadcasts on giant screens and digital murals as well as special and feature-length broadcasts will be subject to a special flat fee confirmed at the moment of the booking.

5.5 - Electricity costs

With respect to the backlit furniture, the costs related to electricity consumption shall be borne by the Advertiser.

5.6 - Taxes / Filing charges / Miscellaneous charges

Any applicable taxes, charges and duties relating to Advertising Locations, posting and/or advertising that, during the term of the Contract, shall be added to the price specified in the Contract which excludes taxes, charges and duties. Any registration fees are also chargeable to the Advertiser, which will duly pay them.

Article 6 - Liability

6.1 On no account shall the Grantor be held liable by the Advertiser and/or its Agent under the Contract. If all or some of the Advertising Locations covered by the Contract become unavailable for any reason whatsoever while the Advertising Order is being performed, the Contract shall continue in force.

In that case, JCDecaux France shall decide, with the agreement of the Advertiser and/or the Agent and by order of priority, to:

- assign the Advertiser other Advertising Locations, of equivalent quality, by way of compensation, or
- extend the Advertising Order, or

- issue a credit note in proportion to the number of days of unavailability and the number of Advertising Locations at issue, with no other compensation or indemnity.

By way of exception to the foregoing, JCDecaux France reserves the right to alter the number and/or type of Advertising Locations set forth in the Advertising Order, within the limit of five percent (5%), to reflect the changes in such facilities, without this leading to a price adjustment.

6.2 JCDecaux France, alone and/or at the request of the Grantor, may at any time, before or during the performance of the Advertising Order prohibit any exhibition, animation or advertising that may be detrimental to their interests (in particular because of the illustration, text, presentation, format and/or the location of the advertisement). In such cases, the Advertiser shall not be entitled to any compensation but may request termination of the Contract for the portion of the advertising that has not been performed. Similarly, JCDecaux France, at the request of its Grantor and on technically appropriate display spaces, may authorize the insertion of informative messages between two advertising messages, or even interrupt an advertising message being broadcast in order to broadcast a safety message.

6.3 Any use by the Advertiser of the spaces covered by the Contract for purposes other than advertising that in particular may, incidentally or otherwise, be of a political, religious or immoral nature or are contrary to accepted standards of behaviour and/or the interests of the Grantor and/or JCDecaux France, is prohibited and will result in the immediate termination of the Contract, based on the sole responsibility of the Advertiser, in accordance with Article 11 below.

Article 7 - Insurance

In cases where the Advertiser and/or its providers and principals (not including JCDecaux France) is (are) in charge of the conception, installation, operation and/or management of the Spaces provided, the Advertiser shall take out a third-party liability insurance as well as a comprehensive policy with a creditworthy insurance company to cover all of its equipment and installation, exhibition and/or animation, including against theft, fire, tenant's risk and glass breakage.

The corresponding insurance policies must include a waiver vis-à-vis the Grantor and/or JCDecaux France, including their respective provider(s), agent(s) and/or principal(s), in such a way that they shall never be held liable in the event of an accident, loss, disappearance, fire, water damage or any other type of damage caused for any reason whatsoever to the facilities or exhibited items or by any person whatsoever.

Article 8 - Intellectual Property

JCDecaux France may, for documentary and/or marketing purposes, reproduce and/or represent posters, digital content, the advertisement, logo(s), product(s) and/or brand(s) of Advertisers on any printed product (reviews, magazines, leaflets, sales leaflets, brochures, etc.) or on any analogue or digital medium, or save on hard disks or in electronic memory, display on screens, on the Internet, store in electronic memory or on hard disk, transfer of digitized work or scanning.

In this respect, the Advertiser hereby certifies that it is the legal owner of any and all rights to posters and/or digital content covered by the Contract and more specifically the intellectual property rights (copyright, registered trademarks and designs) of third parties that may have been incorporated into said posters, and the publicity rights of the goods and persons portrayed on said posters.

The Advertiser shall inform JCDecaux France of any restrictions on rights it holds that may thereby limit the period and scope of JCDecaux France's rights to make use of the poster and/or digital content, for five (5) years after the end of the campaign.

The Advertiser shall also hold JCDecaux France harmless from ans against any recourse sought or action brought by any person involved directly or indirectly in the creation and production of the campaigns, regardless of the grounds of the action, or by any person believing having rights to assert over the campaigns.

Article 9 - Right of exploitation of digital content

JCDecaux Airport Paris reserves the right to transmit for analysis, statistics and certification purposes, the log files recorded by digital screens (or "Log") which may contain certain information relating to the Advertiser and its Advert.

Article 10 - End of contract with airport authority

If any of the contracts between JCDecaux France and the airport authority are terminated for any reason whatsoever, JCDecaux France may terminate the Contract without compensation or notice for the portion of the Advertising Order that cannot be performed. The amount corresponding to the part of the Advertising Order executed will remain due by the Advertiser.

Article 11 - Cancellation/Termination

If for any reason whatsoever the Advertiser and/or its Agent decides to cancel the advertising campaign initially covered by the Contract, it/they shall remain liable to JCDecaux France for the entire price set forth in the Contract.

By way of derogation and for the year 2023, Advertising Orders placed for a digital or analogical campaign (70" and 85"/2 m²) executed in 2023, the following rules shall apply.

In the event the Advertiser notifies JCDecaux France directly or through its Agent, by means of a registered letter with acknowledgement of receipt, of its intention to cancel the Advertising Order for any reason whatsoever, the Advertiser shall as of right and automatically pay JCDecaux France the following indemnity:

a) Within the framework of a campaign having a duration of less than 28 days:

- if the cancellation occurs more than three (3) months before the contractual starting date of the posting/broadcasting period, no indemnification shall be due;
- if the cancellation occurs between two (2) and three (3) months before the contractual starting date of the posting/broadcasting period, the indemnification due to JCDecaux France shall correspond to 50% of the media price excluding tax of the relevant campaign;
- if the cancellation occurs less than two (2) months before the contractual starting date of the posting/broadcasting period, the indemnification due to JCDecaux France shall correspond to 100% of the media price excluding tax of the relevant campaign.

b) Within the framework of a campaign having a duration of more than 28 days;

- if the cancellation occurs more than six (6) months before the contractual starting date of the posting/broadcasting period, the indemnification due to JCDecaux France shall correspond to 30% of the media price excluding tax of the relevant campaign;
- if the cancellation occurs between two (2) and six (6) months before the contractual starting date of the
 posting/broadcasting period, the indemnification due to JCDecaux France shall correspond to 60% of the
 media price excluding tax of the relevant campaign;
- if the cancellation occurs less than two (2) months before the contractual starting date of the posting/broadcasting period, the indemnification due to JCDecaux France shall correspond to 100% of the media price excluding tax of the relevant campaign.

By derogation, the above clauses 11 a) and 11 b) are not applicable to the Insertion Orders confirmed by an Advertiser and/or its Representative for the period of the Olympic and Paralympic Games from 17th July to 10th September 2024 (the 'Period").

Any Advertising Campaign taking place during the Period cannot be postponed or changed. In the case of a request for cancellation by an Advertiser and/or its Representative for a Campaign initially scheduled during the Period, the following provisions shall apply: Any cancellation of the Advertising Order shall give rise to the invoicing by JCDecaux Airport Paris of the media price excluding tax and any charges provided for in the Advertising Order for this Campaign which have been incurred, without the Advertiser and/or its Representative being unable to take advantage of the lack of execution of the Campaign.

Article 12 - Renewal

12.1 - Contract with tacit renewal

The notice period of renewable Contracts is:

i) fifteen (15) days before expiry of the Contract, when it is concluded for a period greater than or equal to three (3) months and less than six (6) months

ii) one (1) month before expiry of the Contract, when it is concluded for a period greater than or equal to six (6) months and less than one (1) year

iii) three and a half (3.5) months before the expiry of the Contract, when it is concluded for a period greater than or equal to one (1) year.

The Contract not terminated by register letter with acknowledgement of receipt by either of the Parties within the deadlines defined in points i) to iii) above is automatically and tacitly renewed for an equal period, JCDecaux France

having to inform 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 term of the Contract.

12.2 - Contract without tacit renewal

The Advertiser and JCDecaux France shall, for Contracts not tacitly renewable, reach an agreement, at the latest, three (3) months before the expiry of the Contract, on the renewal terms, especially financial, of the Contract for the same duration.

If an agreement cannot be found within this period of three (3) months, the Advertiser accepts the Contract to be extended for an additional period of three (3) months under the same conditions as for the current Contract, in particular financial. At the end of this additional period, the Contract will be definitively expired and JCDecaux France may freely market the Advertising Locations in question as from that date.

Article 13 - Transfer of Contract

The Contract is granted to the Advertiser on a strictly individual basis; the latter may only use it for its company, products and/or items sold under its brand name and specifically named in the Contract. On no account may the Advertiser and/or its Agent transfer the benefit of the Contract. Equally, any assignment of company or partnership shares leading to a change in control of the Advertiser's company, or any transfer of its business assets, must be notified to JCDecaux France prior to such change in control or transfer taking place, and shall only be enforceable if the transferor is personally and jointly liable with the transferee for payment of any amount owing or accruing to JCDecaux France.

JCDecaux France may freely transfer all or part of its rights and/or responsibilities hereunder, by any means whatsoever.

Article 14 - Personal data protection

Each Party may process personal data concerning the other Party or members of the other Party's personnel, employees, legal representatives or others (the "Data Subjects" of a Party) for the purpose of managing the commercial relationship, the Contract (in relation to the negotiation, signature, follow-up and/or invoicing of the Contract) and possible disputes.

In this context, each Party acts as an independent 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 make available to the Data Subjects of the other Party the information relating to the processing of their personal data that it carries out under this article and to the rights from which they benefit, including by way of publishing a privacy policy on its website. The Advertiser or the Agent is hereby informed that the privacy policy of JCDecaux France is published on the website <u>http://www.jcdecaux.fr.</u>

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

Article 15 - Modifications

Any addition (s), erasure (s), modification (s) and / or deletion (s) made to these General Conditions of Sale, such as the Commercial Conditions and / or Tariffs of JCDecaux France, which has not been previously accepted in writing by it, will be unenforceable against it.

Article 16 - Governing Law – Jurisdiction clause

The Parties have agreed to submit the Contract to the provisions of French law and to attribute jurisdiction to the Commercial Court of Nanterre in the event of a dispute over the validity, interpretation, execution or consequences of the Contract

Article 17 - Evidence convention

Unless otherwise specified by a specific mention and unless proof to the contrary is presented, the Advertiser expressly acknowledges that the Advertising Orders signed and exchanged in electronic format as well as the letters, documents and other electronic writings exchanged within the framework of the negotiation and execution of an Advertising Order concluded with JCDecaux France are electronic documents within the meaning of articles 1365 and following of the Civil Code and constitute original documents having the same value and the same probative value as a written document paper. They also prevail over any other writing with identical content (including date); are proof between JCDecaux France and the Advertiser of the support and content they represent; justify the consequences and the operations that may result therefrom; are admissible as evidence before the competent courts.