

# GENERAL CONDITIONS

## Article 1 - Scope:

11. The contractual relationship between Bauer Media Outdoor Belgium SRL/BV, having its registered office at Laurent-Benoît Dewezplein 5, 1800 Vilvoorde, and registered with the Crossroad Bank for Enterprises under number 0412.432.122 (hereinafter "BMOB"), and the advertiser or agency using its services (the "Client") is governed exclusively by these General Conditions, as well as the documents referred to herein. Placing an order with BMOB implies full and unconditional acceptance of these General Conditions by the Client.

12. In the event of any discrepancy between these General Conditions and the specific conditions set out in the Purchase Order sent by BMOB, the provisions of these General Conditions will prevail, unless expressly waived in the Purchase Order.

13. Any general or specific conditions of the Client which contradict, derogate from or supplement these General Conditions will not apply, unless the incorporation of such conditions has been accepted in writing by BMOB.

## Article 2 - Conclusion of the contract:

2.1. Unless otherwise stated, price quotations sent by BMOB are valid for seven calendar days. If the Client confirms its unconditional acceptance of BMOB's quotation, BMOB will send the Client a purchase order setting forth the specific conditions of the contract (the "Purchase Order"). The Client must return the signed Purchase Order to BMOB for approval within two working days (or such other period as the parties may agree in writing), failing which BMOB reserves the right to make the advertising space available to another client. Once the contract has been concluded, the order cannot be amended or cancelled without the prior consent of both parties. The term "working day" means Monday to Friday, excluding public holidays. The contract is personal to the Client and is only valid for the product or item sold under the brand name indicated in the Purchase Order. The Client cannot transfer of its rights and obligations under the contract to a third party.

2.2. The contract is entered into subject to the approval of the competent authorities on the advertising spaces and their content, if such approval is necessary.

2.3. Option system: In some instances, BMOB may offer clients level 1 or 2 options on one or more advertising spaces for a specified period. The first-option client has priority over the second-option client(s).

If a client with a second option notifies BMOB of its decision to activate its option and to place a firm order for the advertising space in question, BMOB will inform the client with the first option in writing by sending a formal notice, the response period for which will take effect at the time of written confirmation from the second optionee plus 1 hour, i.e. h:mmm + 60minutes. The first-option client will then have 48 hours (over a working-day period) to exercise or not exercise its first option and place a firm order for the relevant advertising space by giving written notice to BMOB. If this 48-hour deadline falls between 12pm and 2pm, the deadline will be extended to 3pm. If it falls after 5.30 pm, it will be extended to the next working day at 9.30 am. If the first-option client does not exercise its first option, the second-option client must purchase the campaign space for the specified period.

2.4. For "Floating" campaigns, the campaign display dates are flexible. BMOB will inform the Client of the exact positions and dates of the campaign no later than (i) ten calendar days before the start of the campaign, which applies to "More O'Ferrall" spaces, (ii) seven calendar days, which applies to print media, tram/bus, "Out of the Box", "Urban Media" and other solutions, and (iii) three calendar days, which applies to digital media.

2.5. Any request to split a network will result in a 30% increase of the advertising rates.

## Article 3 - Margin of error:

3.1. BMOB will use its best efforts to provide the Client with the number of display spaces and/or digital screens indicated in the Purchase Order, in accordance with the territorial distribution agreed with the Client (where applicable). However, adjustments to the number or the territorial distribution can be made due to (a.o.) the unavailability of certain spaces because of works, repairs, etc. A 5% margin compared to the number of display spaces and/or locations indicated in the theoretical listing communicated by BMOB is allowed without any impact on the price. If the number of display spaces does not reach 95% of what BMOB communicated, the Client may seek a pro rata price reduction (as only remedy).

3.2. The Client also acknowledges that the performance of the national networks and the SOV of the digital screens are estimates calculated according to BMOB's location forecasts. For sales of "guaranteed audience packages", BMOB guarantees the Client the number of VACs (Visibility Adjusted Contacts) on the "12+ National" target, with a possible variation of 5% without any impact on the price. If the number of VACs on the "12+ National" target does not reach 95% of the performance announced by BMOB, the Client may seek a pro rata price reduction (as only remedy).

3.3. For "one-off" campaigns, the Client chooses one or more specific advertising spaces. If, for any reason, advertising spaces become unavailable, are sold for a Long-Term Campaign (i.e. a campaign space that has been purchased for several months) or become unusable between the time of conclusion of the contract between parties and the scheduled display period, BMOB will submit an alternative proposal to the Client. The Client can accept or reject this proposal. If the Client rejects it, the price will be reduced pro rata (as only remedy).

3.4. In general, if between the time of the conclusion of the contract and the beginning of the campaign, a substantial part of the BMOB network is removed or is no longer under the control of BMOB, the Parties will negotiate in good faith a replacement solution. If the Parties fail to reach an agreement on such alternative, the Client shall have the right to cancel the campaign and obtain a refund of the price (as only remedy).

## Article 4 - Specific rules applicable to "Urban Media" campaigns:

4.1. For "Urban Media" campaigns, the locations and "Out of the box" products (cut-outs, cubes, vinyl, etc.) are offered by BMOB subject to (i) the authorization of the competent authorities and/or the SNCB (stations), the STIB or the TEC, (ii) the technical feasibility of the campaign and (iii) compatibility with BMOB's planning. If the campaign is modified or cannot be executed, BMOB will inform the Client without delay.

4.2. BMOB will install the "Urban Media" campaigns within 48 hours (over a working-day period) from the start of the campaign as indicated in the Purchase Order (unless otherwise agreed between the parties). If BMOB must carry out preliminary tests before the installation, they will be invoiced to the Client (even if installation cannot be carried out).

4.3. BMOB is not responsible if road, construction or repair works must be carried out on locations selected for "Urban Media" campaigns. If BMOB is aware of this beforehand, it will offer the Client alternative locations. BMOB is also not responsible for any damage that the campaign furniture, scaffolding and/or components may suffer (bad weather, vandalism, anti-advertising campaign, etc.). If this occurs, the parties undertake to negotiate in good faith an alternative solution. If the Client, acting in good faith, refuses this alternative solution and BMOB is not able to provide another that gives the same quality as that of the initial campaign, the Client may cancel the campaign.

4.4. The material used by BMOB for the campaign (2D, 3D, lighting, LED screens, ...) remains the property of BMOB.

4.5. If the Client wishes to cancel an Urban Media campaign more than four weeks before it starts, the Client must pay BMOB 40% of the media price of the campaign and all production costs already committed will be payable in full. If the cancellation takes place within four weeks before the campaign starts, the Client pays BMOB the full media and production price. Cancellation must be notified to BMOB in writing. BMOB's receipt date is decisive.

## Article 5 - Supplying ad posters and display instructions:

5.1. The Client must deliver the ad posters for the campaign at least five working days before the start of the campaign (unless otherwise specified in the Purchase Order) to the address indicated by BMOB and during the opening hours of the delivery point. These ad posters must be delivered in sufficient quantities to ensure the first display, plus a 25% reserve stock. For tram and bus networks, this period is extended to seven working days. The ad posters must be delivered stamped and must comply with the specifications set out in the data sheet provided by BMOB.

5.2. For "Floating" campaigns, the ad posters must be delivered to BMOB at least ten working days before the start of the first floating period (the video files must be delivered 4 working days before the start of the campaign for digital campaigns). In the event of late delivery, BMOB reserves the right not to display the campaign. The Client will pay the full price of the campaign.

5.3. For digital campaigns, the Client must send the file containing the visuals to BMOB, in accordance with the specifications in the BMOB data sheet, at least four working days before the start of the campaign (or ten working days for dynamic content).

5.4. The display instructions must be communicated to BMOB at least ten working days before the start of the display period. These display instructions must stipulate the number of visuals (themes and languages), their allocation key and a brief description or photo of each visual. If a specific allocation has been agreed, the Client must inform BMOB of the allocation of the ad posters by location. This line-by-line allocation of the visuals will result in a 5% increase of the media price. If the Client asks BMOB to take care of this specific allocation, the Client will provide BMOB with a full written briefing. BMOB may or may not accept it depending on its possibilities. If BMOB accepts it, a supplement of minimum 10% of the media price will be applied or a specific quote will be drawn up.

5.5. The number of visuals is limited to four (two themes and two languages) for any network. A higher number of visuals must be approved by BMOB and, if accepted, will incur additional costs (because of the complexity of the preparation of the ad posters).

5.6. If the Client does not comply with the deadlines or other obligations set out in this clause 5, the Client will be liable for all additional costs incurred by BMOB (including overtime, additional transport costs, pre-posting costs, eco-participation, etc.). In addition, BMOB will not be liable if the advertising cannot be displayed on the agreed date and/or with the agreed selection of panels. The Client will pay the full price of the campaign.

5.7. The Client may request a photo report of the campaign from BMOB. This report will be charged to the Client at BMOB's current rate.

5.8. If during the campaign the Client requests that one or more ad posters are covered, changed or replaced, the associated costs will be charged to the Client.

## Article 6 - Display:

6.1. The ad posters will be displayed by BMOB and/or its appointees. Access to the sites and technical infrastructure is reserved exclusively to BMOB and its appointees.

6.2. The ad posters will be displayed on the dates specified in the Purchase Order, with a margin of one working day for the 2m<sup>2</sup> and 36m<sup>2</sup> networks and two working days for the other networks (including digital). The posters on TEC buses can only be displayed from Saturday to Monday, for a campaign starting on Tuesday. BMOB cannot be held responsible if the display is delayed due to exceptional weather conditions, operating constraints imposed by SNCB, STIB and TEC, technical problems or any other situation.

6.3. BMOB does not grant the Client any sectoral exclusivity in relation to the product or service that is the subject of the campaign. Therefore, competing products or services may be displayed in close proximity or on the same panel (in case of a rotating display) or screen.

6.4. BMOB is not liable for damage to ad posters or street furniture (vandalism, anti-advertising campaign, accidental damage, etc.), except in the event of gross negligence or willful misconduct of CCB. BMOB shall use its best efforts to replace damaged ad posters as soon as possible. BMOB can also not be held responsible for any loss of audience resulting from any other event beyond its control such as, in particular, strikes, epidemics, etc. The Client may not cancel the campaign or demand a credit note.

6.5. BMOB shall be responsible for the settlement of any third party claim relating to the spaces made available to the Client. The Client will not intervene in such disputes and will immediately forward any complaint to BMOB.

6.6. In the event of a display defect attributable to BMOB, BMOB undertakes to remedy the problem within one working day for 2m<sup>2</sup> and 36m<sup>2</sup> networks and two working days for other networks (including digital). This period starts from the written notification of the defect to CCB. If BMOB does not act within this period, the Client will be entitled to a pro rata credit note. However, lighting defects are not considered display defects and will not result in a credit note.

6.7. BMOB does not have to remove the advertising immediately after the end of the campaign, unless otherwise agreed between the parties. At the end of the campaign, the Client will have the choice to retrieve the ad posters at its own expense.

The Client must inform BMOB hereof at least on the day of the start of the campaign. Otherwise, BMOB may dispose of the ad posters freely.

## Article 7 - Content of the campaign:

7.1. The Client is solely responsible for the content of the campaign and its compliance with applicable laws and regulations. In particular, the Client undertakes to comply with (i) any applicable law on the use of languages, (ii) any applicable law on market practices and generally accepted principles of fair competition, (iii) the rights of third parties, and (iv) the codes and rules of the Jury for Ethical Practices in advertising (JEP). In the event of non-compliance with the above, BMOB reserves the right not to place such ad posters or to remove them before the end of the campaign. The Client will not be entitled to any compensation or price reduction. Moreover, the Client will indemnify and hold harmless BMOB from any claims or complaints from third parties, and any additional costs incurred as a result of early removal of the campaign.

7.2. For digital campaigns, the Client will furthermore ensure that (i) the advertising spot does not dazzle drivers, produce a "flash" effect or distract drivers, and (ii) the digital campaign is not brightly lit in red or green if the advertising is intended to be broadcast near a crossroads on public roads (so that drivers cannot be misled or be confused the advertising with traffic lights). Otherwise, BMOB will not broadcast the advertising spot close to of traffic lights. The Client will not be entitled to any compensation or price reduction.

7.3. The Client undertakes to comply with the JEP's advice if it requires one or more changes to the advertising campaign. If the campaign is modified, the resulting additional costs will be borne by the Client. If a campaign is terminated earlier following a negative opinion of the JEP, the full price of the campaign and any cost incurred by the early removal will be paid by the Client.

If the Client refuses to comply with the JEP's decision and the JEP informs BMOB hereof, BMOB will take the necessary steps to terminate the campaign as soon as possible (in accordance with Article 10 of the JEP's Rules). The full campaign price and any costs incurred by early removal will be paid by the Client.

7.4. The ad poster and/or advertising message may not contain any political or religious allusion, incite violent, illicit or anti-social behavior or any form of discrimination, undermine public order or morality, cause a nuisance or harm to the agglomeration where the ad poster or advertising medium is installed or to public interest organizations.

BMOB reserves the right not to display or to withdraw a campaign that violates these provisions. The costs of removal will be borne by the Client, who will not be entitled to any compensation or reduction in price.

7.5. The TEC, the STIB, the SNCB and BMOB also have a right of review over the content of the campaigns displayed in the various network (digital included) and can refuse a campaign if its content does not comply with their own rules, without BMOB being held liable. Therefore, the Client must have the visuals validated at least ten working days before the start of the campaign. If the campaign is rejected, the Client shall adapt the campaign at its own expense. If the Client chooses to cancel the campaign, the Client will have to pay the full price to BMOB.

7.6. BMOB has the right to review the content of the digital retail campaigns and may (without prejudice to article 7.4) refuse a campaign if its content directly or indirectly competes with any of the occupants of the partner sites. Therefore, the Client must have the visuals validated at least ten working days before the start of the campaign. If the campaign is refused, the Client must adapt it at its own expense. If the Client chooses to cancel the campaign, the Client will have to pay the full price to BMOB.

7.7. For communications from the alcoholic drinks industry or any other advertising promoting them, the media sector has introduced self-regulation aimed at protecting minors from the risks associated with alcohol consumption and dependence. BMOB will not broadcast or display visuals relating to the sale or consumption of alcohol within 150 meters of schools.

For any visuals mentioning alcohol, the customer must inform BMOB at the time the option is taken so that BMOB can take this into account to guarantee the quantities reserved or propose alternatives. Without this information, or if the visual subsequently contains an element relating to alcohol, BMOB reserves the right to modify or withdraw panels within this perimeter without the customer being able to claim compensation or a price reduction.

## Article 8 - Intellectual property:

8.1. The Client represents and warrants that it owns all intellectual property rights related to the content of the ad poster (in particular the logo, name, graphic design, pictures and portraits used) and that the ad poster does not infringe the rights of third parties. He will guarantee and indemnify BMOB in the event of any complaint or claim against BMOB.

8.2. BMOB reserves the right to reproduce and display photographs of the ad poster in any form, by any means, on any medium, in any format, in any country, for its own promotional purposes.

8.3. The Client authorizes BMOB to use the campaign and the brand and/or logo of the advertiser for marketing purposes in web and social media publications, presentations, ...

## Article 9 - Taxes & Stamp Duty:

9.1. The Client shall be responsible for the regional and municipal taxes associated with the campaign. Any increase in the tax rate after the conclusion of the contract will be charged to the Client.

9.2. Stamp duty: The Client must provide ad posters stamped at the current rate.

## Article 10 - Liability:

10.1. To the extent permitted by applicable law, the liability of each Party is limited to the total amount invoiced by BMOB to the Client during the 12 months preceding the event giving rise to its liability. The liability of the parties for consequential damages such as loss of profit is excluded.

10.2. Under no circumstances will BMOB be liable if an administrative authority (e.g. a contracting authority, licensor, planning authority, etc.) refuses a campaign or orders its withdrawal because of its content.

10.3. The limitations and exclusions of liability provided for in this article 10 do not apply in the event of a breach of Articles 7 (Content of the campaign), 8 (Intellectual property), 13 (Anti-bribery laws), as well as in the event of gross negligence or willful misconduct of one of the parties or their appointees or, except in the event of force majeure, the non-performance of essential obligations of the contract and in the other cases provided by applicable law.

10.4. The parties will not be held liable if the performance of their obligations becomes impossible or is delayed due to force majeure. Force majeure means any event which (i) could not reasonably have been foreseen at the time of the conclusion of the contract, (ii) occurs after the conclusion of the contract, (iii) is not attributable to the negligence of either party and (iv) makes the performance of the contract temporarily or permanently impossible.

10.5. The parties undertake to take reasonable steps to mitigate their damage as much as possible.

10.6. Any complaint concerning a campaign must be notified to the BMOB head office by registered mail no later than 3 working days before the end of the campaign.

## Article 11 - Payment:

Unless otherwise agreed, invoices must be paid immediately. BMOB reserves the right to request payment in full or in part of the price of the campaign and any related fees and charges before the start of the campaign in the event of a deterioration in the Client's creditworthiness or any other risk of non-payment. Production work will also be invoiced separately and must be paid in advance. The invoice will include the price of the graphic design, the production, the stamp duty and the VAT. If an invoice remains unpaid, BMOB may suspend the execution of all advertising orders of the Client. In addition, BMOB retains the right to claim from the second co-contractor or its authorised representative, who is jointly and severally liable hereunder, the sums due to BMOB. Any dispute raised by the Client in relation to an advertising space does not entitle the Client to suspend the payment of invoices relating to the current campaign.

Unpaid invoices automatically produce late payment interest at a rate equal to 15% per year.

In addition, if an invoice remains unpaid eight days after a notice of default sent to the Client, the invoice will be increased by a lump sum indemnity of 10% with a minimum of 250€. All costs incurred by BMOB to recover payment of its invoices (such as reminder costs, legal costs, etc.) shall be borne by the Client.

## Article 12 - Confidentiality:

12.1. The parties undertake to keep confidential and not to disclose to any third party any trade secrets or any other information relating to the other party, its activities, products and services, which it may have obtained in the context of the contract and which are not generally known to the public concerned. This obligation of confidentiality shall remain in force for 10 years after the disclosure of the information.

12.2. Discounts may apply on the sale of advertising space or any other form of Out of Home communication. The Client recognizes and agrees that all parties with whom it comes into contact in the outdoor advertising market are aware of these potential discounts.

## Article 13 - Anti-bribery laws:

13.1. The Client agrees to comply with all applicable anti-bribery laws and regulations, including the UK Criminal Finances Act 2017 and the UK Bribery Act 2010, as well as actions taken by the UK Office of Financial Sanctions Implementation or any other national or international authority (including the United Nations and the European Union) imposing economic or other sanctions or embargoes against certain countries, regimes, entities or persons (the "Applicable Rules").

13.2. Upon request of BMOB, an authorized representative of the Client shall confirm in writing to BMOB that the Client is acting in accordance with all Applicable Rules and that the Client will not enter into or facilitate any transaction with any person or entity which would result in the contract with BMOB being contrary to the Applicable Rules.

13.3. BMOB may terminate the contract with immediate effect, without notice or compensation, if there is reasonable doubt that the Client is in breach of this clause.

## Article 14 - Assignment:

The parties may not assign or transfer all or part of the rights, claims and obligations arising from the contract to a third party without the prior written consent of the other party.

## Article 15 - Severability:

If one or more provisions of these General Conditions is found to be invalid or unenforceable pursuant to a law, a regulation or following a final decision of a competent court, the other provisions of the General Conditions shall not be affected and shall remain in full force and effect. The parties agree, in this case, to substitute for any unenforceable or invalid provision a new valid provision that best achieves the objectives of the cancelled provision.

## Article 16 - Applicable law and jurisdiction:

The contractual relationships between the parties are governed by the Belgian law. In the event of a dispute, the courts of Brussels shall have exclusive jurisdiction.