

JCDECAUX MAURITIUS 2019 GENERAL TERMS AND CONDITIONS OF SALE Applicable to all temporary advertising campaigns on JCDecaux Large and JCDecaux Live Networks

I - GENERAL -

Article 1 - Advertiser

An Advertiser is considered to be any individual or legal entity purchasing advertising campaigns on the supports offered by JCDecaux Mauritius either directly or through an Agent for its own account.

Article 2 - Agent

An Agent is considered to be any individual or legal entity purchasing advertising space on behalf of an Advertiser under an Agency Agreement that complies with the French law no. 93-122 of 29 January 1993 ('**Mandate**'). All Agents shall provide a copy of the Mandate binding it to the Advertiser to JCDecaux Mauritius before or on placing an Order.

Article 3 - Temporary outdoor advertising contract

A temporary outdoor advertising Contract ('**Contract**') is comprised of these General Terms and Conditions of Sale, the Commercial Terms (Temporary Advertising JCDecaux Large and JCDecaux Live Networks), and the Order as defined in Article 5 below. The General Terms and Conditions of Purchase of Advertisers and/or their Agents shall not be binding on JCDecaux Mauritius.

Entry into a Contract by an Advertiser and/or its Agent shall imply acceptance of these General Terms and Conditions of Sale, the Commercial Terms (Temporary Advertising JCDecaux Large and JCDecaux Live Networks), and compliance with the laws and regulations governing advertising.

Article 4 – Order

Order means the signing of a purchase order and/or the Special Terms and Conditions of Sale for advertising on one or more networks by an Advertiser and/or its Agent. All Agents shall provide JCDecaux Mauritius with a certificate from the Advertiser confirming its mandate at the latest on placing an Order. The Mandate shall be deemed open-ended until notification to JCDecaux Mauritius of its termination by the Advertiser by registered letter with advice of receipt.

For any Advertiser and/or its Agent, Orders are placed by signing, within fifteen (15) days of the firm reservation of the Network(s), a dated purchase order mentioning the following:

- the name and exact address of the Advertiser, as well as the address for invoicing;
- the name and exact address of the Agent, where applicable;
- the precise nature of the product and/or service and/or brand to be displayed/broadcast;
- the start and end dates for the advertising;
- the date and place of poster delivery and installation instructions;
- the Network(s) selected;
- the gross amount, excluding taxes and duties, of the advertising campaign;
- the discount terms relating to the Order;
- the additional costs provided for in Article 7 below;
- payment terms.

Networks offered are always subject to availability on receipt of the Order signed by the Advertiser and/or its Agent. If unavailable, alternative proposals may be submitted to the Advertiser and/or its Agent. If the purchase order is not signed within the deadlines mentioned above, the Units may be put back on sale.

Article 5 - Validity

A Contract shall only be deemed validly entered into once the Order has been signed by JCDecaux Mauritius, the Advertiser and/or its Agent ('**Party (ies)**'), accompanied, in the latter case, by the Mandate. Therefore, the Advertiser's or its Agent's failure to return one (1) of the two (2) original copies of the Order duly initialled and signed within fifteen (15) working days after being sent by JCDecaux Mauritius, may result in the as of right forfeiture of previously negotiated terms at the initiative of JCDecaux Mauritius. Under no circumstances shall failure to sign the Order and/or Mandate by the Advertiser and/or its Agent be attributed to JCDecaux Mauritius. The Advertiser shall be jointly and severally bound by the commitments made to JCDecaux Mauritius by its Agent.

JCDecaux Mauritius reserves the right to refuse any request for correction and/or modification submitted by the Advertiser or its Agent. In accordance with Article 19 below, the Order shall be considered as signed and valid as soon as it has been concluded in the form of an electronic document in the manner described in said Article 19.

II - PRICES -

Article 6 - Prices

6.1 The prices provided in the Commercial Terms and the Special Terms and Conditions of Sale in force shall be those mentioned on the Order placed by the Advertiser and/or its Agent. Prices shall be specified exclusive of duties and taxes.

6.2 Prices shall be unique whether or not the Advertiser uses the services of an Agent.

6.3 JCDecaux Mauritius reserves the right to change its Prices, its Special Terms and Conditions of Sale, and/or its Commercial Terms at any time.

6.4 The Advertiser's and/or its Agent's failure to reply within thirty (30) days as of communication by any means of the new Prices and/or new Special Terms and Conditions of Sale, and/or new Commercial Terms shall be deemed acceptance of these new documents and therefore any changes made to the advertising campaign's price.

6.5 Prices shall include rental of the support, installation of the posters, and maintenance during the term of the Order.

The following shall be charged as a supplement:

Costs of fully or partially supplementing and/or changing posters;

any duties and taxes;

costs related to special arrangements or operations requiring special labour and/or travel;

costs of special requests for photographic reports.

6.6 Existing or future registration fees and taxes due for advertising as well as ancillary costs, shall be paid by the Advertiser and its Agent. JCDecaux Mauritius shall not be held liable as to the principle, the amount, and/or change in such duties, costs, and taxes.

III - ADVERTISING TERMS -

Article 7 - Posters

7.1 Format

JCDecaux Large (Vitrine 8 m²)

Poster format shall be 320 x 240 cm, leaving a visible surface area of 306 x 224 cm.

7.2 Paper quality and print properties

JCDecaux Large (Vitrine 8 m²)

Screen printing must be performed on matt coated paper, 2 sides, with a weight of 150 g/m² and a hand over or equal to 1.07 cm³/g. Double side printing is recommended to obtain the best effect when the support is illuminated.

7.3 Print quality

The Advertiser shall guarantee that the posters delivered have not been printed using harmful inks and do not contain materials that could cause a health risk to JCDecaux Mauritius employees.

7.4 Number of posters

To install and maintain advertising in normal conditions, the Advertiser shall only refer to the quantities mentioned on the poster request sent to it by JCDecaux Mauritius.

7.5 Scrolling billboards

Advertising on National JCDecaux Large Networks shall be made using one poster per roll in all of the Network's scrolling billboards. However, the Advertiser may request an additional poster to be installed if it wishes. This request shall be made in writing by means of the Order. If agreed by JCDecaux Mauritius, this additional service shall be invoiced in addition to its campaign and shall vary depending on the Network purchased.

7.6 Installation instructions

The installation instructions required to perform the Order shall be communicated to JCDecaux Mauritius by the Advertiser or the Agent at least three (3) weeks prior to the advertising date provided for in the Order.

7.7 Poster delivery

JCDecaux Large (Vitrine 8 m²)

The Advertiser or its Agent shall provide JCDecaux Mauritius or the companies named by it the posters required to perform the Order, including those intended for maintenance, at least two (2) weeks before the advertising installation date provided for in the Order. JCDecaux Mauritius shall not be held liable in case of impossibility to install posters or defective installation of posters resulting from non-compliance with the specifications mentioned above. The Advertiser shall remain liable to pay the full cost of the campaign.

7.8 Late delivery

In case of late delivery of the posters by the Advertiser or its Agent, JCDecaux Mauritius shall be entitled to refuse to install the advertising and shall, in all cases, be released from any liability in respect of the advertising start date. Moreover, if the late delivery of the posters results in additional costs for JCDecaux Mauritius, including transport and installation, such costs shall be charged to the Advertiser in the following conditions:

JCDecaux Large (Vitrine 8m²)

If the posters are delivered less than one (1) week before the advertising start date specified in the Order, JCDecaux Mauritius may charge the Advertiser a lump excl. tax sum of eight (€8) euros per poster to cover preparation, packaging, and express transport costs.

If the posters are not delivered before the advertising start date specified in the Order, JCDecaux Mauritius expressly reserves the right to install, on the surfaces reserved for the Advertiser, the posters of other advertisers so as to not damage the image of its supports.

In all cases, the cost of the campaign shall remain fully due by the Advertiser and, where appropriate, its Agent.

7.9 Advertising or broadcasting date

JCDecaux Mauritius reserves the right:

to postpone the advertising start date by approximately forty-eight (48) hours according to its installation imperatives, the effective advertising or broadcast period remaining unchanged and starting on the actual day of installation

to extend the advertising or broadcast period beyond the originally agreed term, particularly in the case of the non-resale of the corresponding Network(s).

In the case of holiday or force majeure, such as strikes of any kind, weather conditions, or social, political, or civil unrest making it impossible to install advertising on the date provided in the Order, the campaign start date shall be postponed, with the agreement of the Advertiser and/or its Agent, to the extent of availability in JCDecaux Mauritius's installation or broadcasting schedule and thereby reducing advertising and/or communication time and the campaign amount *pro rata temporis*.

JCDecaux Mauritius shall not be held liable in all of the cases mentioned above and the Advertiser and/or its Agent may not claim the payment of damages of any kind.

7.10 Return of materials

Under no circumstances shall JCDecaux Mauritius be required to return the advertising materials at the end of advertising.

7.11 Deterioration, disappearance, reduction in surface area

In case of withdrawal or removal of sites, and regardless of their size, the Contract shall not be terminated and JCDecaux Mauritius shall not be held liable.

7.12 Official posting

If official posting is requested by the public authorities, JCDecaux Mauritius reserves the right to take back all or part of the Units covered by the Order at any time. In this case, a credit note proportionally to the time and number of Units taken back shall be sent to the Advertiser, to the exclusion of any other compensation.

7.13 Control

Complaints shall only be taken into consideration if they follow an inspection jointly conducted by the Advertiser and/or its Agent and JCDecaux Mauritius, or an inspection carried out by an independent body at the request of JCDecaux Mauritius without any specific prior agreement.

In respect of claims resulting from a unilateral inspection by the Advertiser and/or its Agent, or by an independent body mandated by one and/or the other, these claims shall only be taken into consideration by JCDecaux Mauritius if it has had an opportunity to see the materiality and causes of complaints.

In this case, the Advertiser and/or the Agent or the independent body shall be required to prove that they have informed the JCDecaux Mauritius site managers concerned by the dispute to allow them to immediately and jointly record the materiality and causes.

To be binding on JCDecaux Mauritius, inspections shall comply with the following terms:

a) Advertising materials – Installation instructions

Advertising material and installation instructions must have been received by JCDecaux Mauritius at least fourteen (14) days before the date expected for the first day of advertising on the Network(s) composing the campaign. Otherwise, the inspection shall not be binding on JCDecaux Mauritius.

IV - INVOICING AND PAYMENT -

Article 8 - Invoicing

Invoices shall be issued at the end of each advertising campaign. Invoices shall be established and prepared in the Advertiser's name and shall be sent directly to it. However, the Advertiser shall be entitled to ask JCDecaux Mauritius to send a copy of the invoice to the Agent, it being specified that the original shall be simultaneously sent to the Advertiser. In this case, the Advertiser shall make the payments to its Agent under its responsibility without this transaction being binding on JCDecaux Mauritius which shall retain, as appropriate, the right to directly request payment of any sums due from the Advertiser, even if they have already paid to its Agent.

Article 9 – Payment

9.1 The invoice shall be paid no later than forty-five (30) days from the end of the month of the date JCDecaux Mauritius's invoice is issued and regardless of the issue date of any call for funds from the Agent. Payment may be made by cheque, bank transfer, or accepted or domiciled bills of exchange.

9.2 The Agents shall guarantee all Orders they place with JCDecaux Mauritius that might not be paid by the Advertiser for any reason.

9.3 Payment on placing the Order may be requested without the application of any discount for:

- any new Advertiser or Agent;
- any Advertiser or Agent for which there has been a previous payment incident;
- any Advertiser or Agent with uncertain solvency status.

9.4 The non-payment of an invoice before or on its due date shall result in late payment penalties of ten percent (10%) being charged as of the invoice's due date until payment without a reminder letter being required.

In accordance with Article D441-5 of the French Commercial Code a fee of forty (40) euros for collection costs may also be applied in the event of non-payment. JCDecaux Mauritius may also request additional compensation, based on supporting documentation, in the event that the collection costs incurred are above that amount.

In case of non-payment established after formal notice sent by registered letter with advice of receipt to the Advertiser and/or its Agent which remains without effect fifteen (15) days after its receipt or first presentation, JCDecaux Mauritius shall have the right to cancel Orders for subsequent campaigns as of right, the consequence of which shall be borne by the Advertiser without any entitlement to compensation, and to take immediate possession of the reserved sites. The Advertiser shall remain liable for the full price of the campaigns already installed.

9.5 Any breach by the Advertiser and/or Agent of the payment terms provided for above shall automatically and as of right result in the strict application of the Prices of that year for the Order in breach and for all subsequent Orders, and the non-application of any discount, rebate, or refund.

9.6 All Advertisers or Agents shall be responsible for making their affiliation to a corporate group known before 31 December of the year in which the relevant campaigns are recorded to be entitled to a discount in accordance with the Commercial Terms mentioned above.

V - GUARANTEE

Article 10 - Liabilities

10.1 Liability of JCDecaux Mauritius

JCDecaux Mauritius shall be solely liable for offences related to the advertising spaces it has provided to the Advertiser, except in the case of misconduct by the Advertiser and/or its Agent.

10.2 Force majeure

JCDecaux Mauritius may not be held liable if it is unable to install advertising as a result of a case of force majeure or other reasons beyond its control and particularly in the event that one or more towns or public administrations or agencies totally or partially prohibit the installation of advertising on the reserved surfaces for any given period of time.

10.3 Lighting

JCDecaux Mauritius shall guarantee illuminated advertising within the limits of legal or regulatory provisions restricting advertising lighting on in the case of an event of force majeure.

10.4 Number and format of Units

The number of Units indicated in the Order shall be estimated and calculated based on a forecast of developments of the corresponding Network(s). The share of Units within each JCDecaux Large and JCDecaux Small, and Cultural Activity Network sold by JCDecaux Mauritius is given as an indication.

JCDecaux Mauritius shall not be held liable for these estimates if they cannot be met.

As the Advertiser is aware of the provisional nature of the number and/or format of Units, JCDecaux Mauritius reserves the right, as appropriate, to update the number of Units and/or the Price provided in the Order within the limit of five percent (5%) by city, to reflect developments in facilities.

10.5 Tenders

JCDecaux Mauritius shall not be held liable for the outcome of any tender, known or unknown at the date of placing the Order, and therefore any total or partial challenge of the marketing of its supports in the cities concerned. Under no circumstances shall the total or partial loss of an invitation to tender constitute grounds to terminate the Contract.

10.6 Liability of the Advertiser and/or its Agent

Posters shall be created under the sole and exclusive responsibility of the Advertiser and/or its Agent which shall be liable for their compliance with all applicable regulations and laws. With particular regard to any campaign displayed or broadcast in a shopping centre or airport, the Advertiser shall not mention any points of sales located outside that shopping centre or airport (including name, address, telephone number) on the posters on the one hand and, on the other hand, shall comply with the rules of procedure of that shopping centre or airport with regards to advertising when the point of sale is located in the shopping centre.

The Advertiser and/or its Agent shall fully guarantee JCDecaux Mauritius against any recourse that might be made by a third party who considers themselves injured by an advertising message or poster in any manner. This guarantee shall apply to all damages and expenses of any nature (including court fees, legal fees, and the possible removal of advertising), resulting from such recourse by the injured party. The price of the Order shall remain payable by the Advertiser and/or its Agent.

JCDecaux Mauritius reserves the right to refuse to install any advertising that is contrary to public order, accepted principles of morality, its code of ethics, contractual obligations agreed with its licensor, and/or any regulations or that could, in any way, result in material and/or moral harm to itself or any company of the group to which it belongs. This refusal shall not constitute a breach of contract; therefore the Advertiser and/or Agent may not claim damages for any prejudice. It shall not be exempted from paying the order and shall also be required to bear the costs of any removal of advertising.

In case of non-delivery of compliant content within the deadlines, the campaign start date may be postponed until compliant content is obtained. The campaign end date and financial terms provided for in the Contract shall remain unchanged.

JCDecaux Mauritius may ask the French advertising regulation authority (Autorité de Régulation Professionnelle de la Publicité, ARPP), prior to the decision to accept or refuse to install a campaign, to issue a purely advisory opinion which does not engage its responsibility after having informed the Advertiser and/or its Agent.

Similarly, if a city or other authority exercising its policing authority demands the removal of posters, including on grounds of being offensive or prejudicing public order, the campaign shall nevertheless be due to JCDecaux Mauritius in full. Effectively, contracts between local authorities and companies owning street furniture stipulate that use must not have a political or religious nature or be contrary to accepted principles of morality.

All Advertisers and/or their Agents providing JCDecaux Mauritius with documents, films, digital content and/or objects, shall be presumed to hold the right of reproduction over such elements. Therefore, the Advertiser and/or its Agent shall guarantee JCDecaux Mauritius against any recourse by an individual or legal entity claiming a property right and, more generally, any right of any kind over such elements.

In case of damage, loss, or theft of documents, films, digital content, and/or the objects mentioned above during performance of the Contract, as a result of JCDecaux Mauritius, its liability shall be limited to their value at the manufacturer price.

Article 11 - Termination

Orders signed by JCDecaux Mauritius, the Advertiser, and/or its Agent shall be binding on these Parties and shall apply until their term, except:

in the event of a case of force majeure;

in the case of an event beyond the control of JCDecaux Mauritius, including a decision issued by the ARPP during performance of the Order, shortcoming of the Advertiser and/or its Agent;

refusal by JCDecaux Mauritius to install advertising under Article 11.6 of this Contract;

prohibition to install advertising issued by a public authority, administration, any authorised body, or as a result of a court decision.

In the event that the Advertiser notifies, directly or through its Agent, by registered letter with advice of receipt, JCDecaux Mauritius of its decision to terminate the Order for any reason, it shall automatically and as of right pay JCDecaux Mauritius the following compensation:

if termination occurs more than six (6) months before the contractual advertising start date, the compensation to pay JCDecaux Mauritius shall correspond to half of the price (excluding tax) of the corresponding campaign;

if termination occurs between two (2) months and six (6) before the contractual advertising start date, the compensation to pay JCDecaux Mauritius shall correspond to two thirds of the price (excluding tax) of the corresponding campaign;

if termination occurs less than two (2) months before the contractual advertising start date, the compensation to pay JCDecaux Mauritius shall correspond to the entire price (excluding tax) of the corresponding campaign.

Article 12 - Removal of advertising

The Advertiser and/or its Agent may ask JCDecaux Mauritius to remove advertising. However, it shall bear the costs of this and it shall be subject to prior acceptance by JCDecaux Mauritius. In all cases, the Advertiser and/or its Agent shall remain liable for the full campaign price

Article 13 - Monitoring and the right to use posters, visuals, and/or digital content

Unless the Advertiser expressly informs JCDecaux Mauritius of its refusal, JCDecaux Mauritius reserves the right to transmit, for statistical purposes, data intended for monitoring, to reproduce, and/or represent, for documentary and/or marketing purposes, the Advertiser's logos, products, Advertisements, and/or brands on all printing products (reviews, magazines, leaflets, brochures, etc.) and on any magnetic, analogue, or digital medium, loading on hard disk or RAM, on-screen display, posting on the Internet, storage in RAM or on hard drive, transmission of the scanned document, and scanning.

As such, the Advertiser hereby declares that it is the holder of all rights over the posters covered by this contract and, in particular, intellectual property rights (including copyright, trademarks, and designs) of third parties that have been incorporated into said posters and image rights over property and people featured in the said posters.

The Advertiser shall inform JCDecaux Mauritius of any limitation there might be on its rights which could limit the term and scope of the right for JCDecaux Mauritius to use such Advertisements in the terms mentioned above.

When a marketing study is proposed to the Advertiser ('Study') and accepted by the latter, it implicitly gives its consent for JCDecaux Mauritius to transmit all the elements required to conduct it to a service provider, including those already in its possession and/or those that the Advertiser specifically sends it for the purposes of the study (e.g. visuals, gross budget of the campaign, the number of faces). The Advertiser hereby acknowledges and agrees that the provider concerned shall keep this data.

Article 14 – Protection of Personal Data

JCDecaux Mauritius, as data processing controller, implements automated processing of personal data to manage its relationship with customers and prospects. Such processing is based on the performance of the agreement between JCDecaux and the advertisers.

The data collected is essential for this processing and is used by the relevant departments of the French companies of JCDecaux Group and, if appropriate, by their subcontractors.

Your personal data may be transferred outside the European Union. Such transfers are governed by organisational and technical measures to ensure an adequate level of protection of your data (in particular by signing the Standard Contractual Clauses available by contacting DPO_F@jcdecaux.com).

In application of the European regulation (EU) 2016/679 of 27 April 2016 and of the French Data Protection Law of 6 January 1978 as amended, you have a right to question, access, rectify and delete data of a personal nature concerning you. You also have the possibility of requesting the limitation of the processing of your data or the portability of the data and to define instructions concerning the fate of your data (conservation, erasure, communication) in the event of death. These rights are exercised with JCDecaux, by writing to 'Direction Juridique - Délégué à la Protection des données, 17 rue Soyer, 92200 Neuilly-sur-Seine' or by email to DPO_F@jcdecaux.com, accompanied by a copy of an identity document. If, after contacting us, you feel that your rights to your data have not been respected, you can submit a complaint to a supervisory authority, such as the CNIL in France.

The data will be kept for the duration of the contractual relationship and subsequently in accordance with the applicable limitation periods.

For further information about the processing of personal data implemented by JCDecaux, please consult our Data Protection Policy:

<http://www.jcdecaux.fr/politique-de-protection-des-donnees-caractere-personnel-et-de-la-vie-privee-de-jcdecaux>

Article 15 – Transfer and Change of Control

Under no circumstances may the Advertiser transfer its rights and/or obligations under this Contract without JCDecaux Mauritius's prior written agreement.

Similarly, any transfer of shares resulting in a change in control of the Advertiser or any assignment of its goodwill shall be notified to JCDecaux Mauritius and shall only be enforceable against it insofar as the transferor shall be held jointly and severally liable with the transferee for the payment of any amount due or to become due to JCDecaux Mauritius.

JCDecaux Mauritius may freely transfer all or part of its rights and/or obligations under the Agreement to any JCDecaux Group company by any means.

Article 16 – Jurisdiction

Any dispute concerning the existence, validity, performance, or consequences of the Contract shall be submitted to the competent courts of Port Louis to which the Parties give jurisdiction.

Article 17 - Changes

All additions, erasures, changes or deletions made to these General Terms and Conditions of Sale, Commercial Terms, and/or the Catalogue that have not been accepted in writing by JCDecaux Mauritius beforehand shall not be binding on it.

Article 18 - Agreement on Evidence and Electronic Signature

18.1 AGREEMENT ON EVIDENCE

Unless specifically set forth in a special mention and unless evidence to the contrary is presented, the Advertiser expressly acknowledges that Agreements signed and exchanged in electronic format as well as letters, documents and other writings exchanged in connection with the negotiation and performance of an Order concluded with JCDecaux Mauritius are electronic documents within the meaning of Articles 1365 et seq. of the French Civil Code and constitute original documents having the same value and the same probative force as documents on paper. They shall also prevail over any other document with identical content (including date); serve as proof between JCDecaux Mauritius and the Advertiser of the medium and the content they represent; justify the consequences and the operations that may result therefrom; shall be admissible as evidence before the competent courts.

18.2 ELECTRONIC SIGNATURE

In accordance with French Law no. 2000-230 of 13 March 2000 adapting the right of proof to information technology and relating to electronic signature, JCDecaux Mauritius, the Advertiser, and its Agent expressly agree that the Order or any other contractual document may be concluded in the form of an electronic document. They accept, if necessary, that this document constitutes the original of the document and that it is drawn up and kept by JCDecaux Mauritius in conditions of a nature to enable its signatories to be duly identified and to guarantee its integrity. JCDecaux Mauritius, the Advertiser and its Agent undertake not to dispute the admissibility, opposability, or probative value on the basis of its electronic nature. JCDecaux Mauritius, the Advertiser and its Agent agree to use an electronic signature process called *on the fly*, by means of a single-use electronic certificate and constituting a reliable identification process guaranteeing its link with the legal instrument to which it is associated, in accordance with Article 1367 of the French Civil Code.

JCDecaux Mauritius proposes to use the process available to it in the context of its partnership with a third party provider as referred to in Article 1.11 of Decree no. 2001-272 of 30 March 2001 of the French Council of State. In order to give full information as to the legal value and the modalities of use of the selected electronic signature process, various technical documents shall be provided to the Advertiser and/or its Agent.