

RETAIL GENERAL TERMS AND CONDITIONS

These General Terms and Conditions together with the Outdoor Advertising Order – Summary / Advertising Rental Agreement with attached applicable Outdoor Advertising Order – Bookings to which these General Terms and Conditions are annexed (“**Rental Agreement**”) and all annexures and schedules thereto, shall hereinafter be collectively referred to as “**this Agreement**”. JCDecaux shall only enter into such Agreements where the total monthly media charges (“**Media Charges**”) payable under this Agreement is equal to or exceeds R 25 000,00 (twenty-five thousand Rand), exclusive of VAT, and where the Duration is equal to or exceeds 12 (twelve) months, unless otherwise agreed to by JCDecaux in its sole and absolute discretion.

1. The Parties hereby enter into this Agreement for the supply of the advertising sign(s)/advertising street furniture (“**Advertising Sign(s)**”) located at the advertising site(s) (“**Advertising Site(s)**”) as further specified in the Rental Agreement, for the purposes of displaying the **Client's** advertising materials (“**Artwork**”) on the Advertising Sign by JCDecaux in accordance with the terms and conditions contained in this Agreement.
2. The **Client** represents and warrants to JCDecaux that it has the power to enter into this Agreement and is duly authorised, has full capacity and authority and all the necessary licences, permits and consents to enter into and perform in terms of this Agreement, including, to the extent necessary, that of any third party advertiser and of any individuals depicted on the Artwork.
3. This Agreement shall commence on the commencement date identified as the “**Start Date**” recorded in the Rental Agreement (“**Commencement Date**”) and, unless terminated earlier in accordance with the provisions of this Agreement or renewed in terms of the provisions of this clause 3, shall automatically terminate on the expiry date identified as the “**End Date**” recorded in the Rental Agreement (“**Expiry Date**”). The Agreement shall automatically renew for a further fixed period of 12 (twelve) months commencing immediately after the Expiry Date, unless the **Client** provides JCDecaux with a written notice of its intention not to renew by no later than 2 (two) months (“**Termination Notice**”) prior to the Expiry Date. Should no Termination Notice be received by JCDecaux timeously, the Agreement shall be automatically renewed on the same terms and conditions, save for the monthly Media Charges, which shall be automatically escalated at the rate of the CPI compounded year on year (annual rate of change in the ‘Consumer Price Index’ as published by Statistics South Africa for that relevant month) plus 2% (two percent) i.e. CPI+2%, unless the **Client** is notified otherwise in writing by JCDecaux. Should the Agreement be renewed as aforesaid, all references in this Agreement to ‘Expiry Date’ shall automatically refer to the expiry date of the renewal period. Should a Termination Notice be provided to JCDecaux timeously, JCDecaux shall be entitled to, *inter alia*, immediately commence with marketing and selling of the Advertising Site(s) to other third-parties and the Agreement will terminate on Expiry Date. After the Expiry Date, JCDecaux shall remove all Artwork from the Advertising Sign(s). JCDecaux shall destroy all Artwork, unless a contrary instruction is indicated in the Rental Agreement.
4.
 - 4.1 The **Client**, and/or the applicable third party as set out in the Rental Agreement, shall be liable to pay the Media Charges monthly in advance, commencing from the Commencement Date.
 - 4.2 Without prejudice to any of JCDecaux’s rights in terms hereof or in law, any arrears, penalties, cancellation fees or bank charges will also be payable by the **Client** to JCDecaux on demand on or before the 1st day of each month following the month in which the payment fell in arrears or the penalties or cancellation fees or bank charges became due.
 - 4.3 Where the liability for payment of the Media Charges, Production Charges and/or Flighting Charges are required to be paid by any specific third party/parties as set out in the Rental Agreement, the **Client** hereby authorises JCDecaux to invoice such third party/parties directly. Without prejudice to any of JCDecaux’s rights in terms hereof or in law, any arrears, penalties, cancellation fees or bank charges will be payable by such third party/parties to JCDecaux on presentation of an invoice therefor and in accordance with the terms and conditions contained therein.
 - 4.4 The **Client**, and/or the applicable third party agrees to pay the full flighting costs of the Artwork as set out in the Rental Agreement (“**Flighting Charges**”), including the flighting costs applicable to any alterations to or replacements of the Artwork to be applied to the Advertising Sign after final approval of the Artwork is given by the **Client**, and for which a separate invoice will be issued by JCDecaux.
 - 4.5 JCDecaux shall make payment of those statutory charges lawfully imposed in respect of the Advertising Site by any ministry, local authority or other governmental or statutory body (“**the Authority**”). In the event that such statutory charges are lawfully increased by the Authority after the signature date of this Agreement, then, with effect from the date upon which any such increase becomes effective, and after giving the **Client** notice of such increase, JCDecaux reserves the right to increase the Media Charges payable by the **Client** by such amount by which the statutory charges have been increased and the **Client** shall be liable to make payment to JCDecaux of any such increase.
5. **ARTWORK PRODUCED BY JCDECAUX:** - The **Client**, and/or the applicable third party as set out in the Rental Agreement, agrees to pay the full production cost of the Artwork (“**Production Charges**”), including any alterations to or replacements of the Artwork to be applied to the Advertising Sign after final approval of the Artwork is given by the **Client**, and for which a separate invoice will be issued by JCDecaux. Notwithstanding the foregoing, JCDecaux will remain the owner of all the Artwork and proofs. The Production Charges and Flighting Charges must be paid by the **Client**, and/or the applicable third party/parties as set out in the Rental Agreement, in full before JCDecaux prints and flights the Artwork. JCDecaux will not print and flight the Artwork if the Production Charges and Flighting Charges have not first been paid in full, and the **Client**, and/or the applicable third party as set out in the Rental Agreement, will still be liable to JCDecaux for the payment of Media Charges notwithstanding non-payment of Production Charges and Flighting Charges, or any delay in payment of the Production Charges and Flighting Charges or the delay in flighting resulting from any delay in payment of the Production Charges and Flighting Charges. Without prejudice to JCDecaux’s rights in terms hereof or in law, if the Production Charges and Flighting Charges are not paid on time, resulting in the deadline for the flighting cycle being missed, the Artwork will only be flighted in the next flighting cycle after the Production Charges and Flighting Charges have been paid in full. All alterations or replacements required to be effected to the Artwork (which has been produced by JCDecaux) shall be confirmed in writing to JCDecaux and no remission in Media Charges will be given to the **Client** for the period during which the Artwork is removed to effect the required alterations or replacement or for the period between such notice and such alterations or replacement being effected. Furthermore, should the **Client** request that a change be carried out outside of JCDecaux’s ordinary course of flighting, the **Client** will be liable to pay a backtracking fee as determined by JCDecaux, prior to the change being carried out.
6. **ARTWORK PRODUCED BY CLIENT:** - Notwithstanding anything to the contrary herein contained, the **Client** acknowledges that if it elects to produce its own Artwork to be applied to the Advertising Sign, then this Agreement will still commence on the Commencement Date irrespective of whether the Artwork has been delivered timeously to JCDecaux for flighting on the Advertising Sign or not. The **Client**, and/or the applicable third party as set out in the Rental Agreement, will be required to pay JCDecaux for the Flighting Charges, against receipt of an invoice therefor. JCDecaux does not accept any liability for the quality or content of the Artwork. JCDecaux will provide the **Client** with the technical specifications of the Advertising Sign to enable the **Client** to produce its own Artwork. The **Client** shall not be entitled to a remission of Media Charges for any period during which the Advertising Sign may be vacant as a result of any replacement or amendment to the Artwork. In addition, the **Client** will be liable for the costs of any alterations or replacement to the Artwork produced by it, and any additional flighting and de-flighting costs related to its Artwork which arise as a result of fading or peeling Artwork that have been produced by the **Client**.
7. The **Client**, and/or the applicable third party/parties as set out in the Rental Agreement, will not be entitled to withhold or delay any payments in terms of this Agreement due to any mistake, delay, omission or unaffected changes to the Artwork or any damage or destruction to the Artwork and/or Advertising Sign as a result of *vis major* or any other cause or reason whatsoever. JCDecaux shall not be responsible for any interruption in the supply of electricity to an Advertising Sign, where such interruption is caused by any cause beyond its control, including but not limited to interruption caused by load shedding or power outages.
 - (a) The **Client** acknowledges its obligation to report any damage or vandalism or missing Artwork or Advertising Sign immediately in writing to JCDecaux. In the event of any Advertising Sign being damaged or missing or is vandalised and is brought to JCDecaux’s attention in writing by the **Client**, JCDecaux shall repair or replace the Advertising Sign as the case may be (provided that such damaged or missing or vandalised Advertising Sign is not caused as a result of any act or omission on the part of the **Client**). Should the repair or replacement of any Advertising Sign not be completed within a period of 28 (twenty eight) days from the date that the damage was reported to JCDecaux, then the **Client** shall as its sole remedy be entitled to a remission of Media Charges for any period thereafter which the Advertising Sign may be vacant whilst JCDecaux attends to the repair or replacement of the Advertising Sign.
 - (b) FADED ARTWORK: - For the purposes of this clause 7(b), the term “**Warranty Period**” shall mean either:- the period commencing on the Commencement Date of this Agreement and ending twelve (12) months thereafter; or for the duration as indicated in the Rental Agreement (“**Duration**”), whichever occurs first. Unless otherwise agreed by JCDecaux in writing, JCDecaux will replace faded Artwork during the Warranty Period at its own cost, subject to the following:-
 - (i) such replacement shall be limited only to one (1) replacement during the Warranty Period and shall apply only to new Artwork flighted for the first time on or after the Commencement Date of this Agreement (“**New Artwork**”) and not to any Artwork that may have already been flighted prior to the Commencement Date of this Agreement in terms of a previous agreement with JCDecaux (“**Pre-existing Artwork**”);

- (ii) **JCDecaux** is not obligated to replace any faded Artwork where the production thereof has been done by the **Client** or by a third party other than **JCDecaux**; and
- (iii) irrespective of the Warranty Period, **JCDecaux** is not obligated to replace any faded Pre-existing Artwork. **JCDecaux** shall reserve the right to request that the **Client** replace any faded Pre-existing Artwork at any time that **JCDecaux** deems necessary. Should **JCDecaux** require that such faded Pre-existing Artwork be replaced, **JCDecaux** shall send a quotation to the **Client** in advance. Should such quotation not be accepted by the **Client** in writing within 7 (seven) days from receipt by the **Client** thereof, **JCDecaux** shall forthwith be entitled but not obliged to cancel this Agreement on written notice to the **Client**.

Should the **Client** require a replacement of faded New Artwork more than once during the Warranty Period or require the replacement of faded Artwork that has not been produced by **JCDecaux**, or require the replacement to faded or damaged Pre-existing Artwork, such replacements shall be for the **Client's** own cost and expense.

8. All Advertising Signs in terms of this Agreement are regarded as **non-illuminated Advertising Signs** and the Media Charges payable by the **Client** is accordingly in respect of non-illuminated Advertising Signs. Notwithstanding the foregoing, **JCDecaux** (exercising its sole discretion) may elect to illuminate such Advertising Sign from time to time. In such event, such illumination shall be a free concession granted to the **Client**. The **Client** shall not be entitled to demand a Media Charge rebate should such Advertising Sign not be illuminated at any time thereafter.
9. The **Client** shall be obliged to leave the Advertising Sign referred to in the Rental Agreement in the position in which it is installed by **JCDecaux** and shall not interfere or reposition the Advertising Sign under any circumstances. Notwithstanding anything to the contrary contained herein, **JCDecaux** reserves the right to transfer the Artwork to alternate Advertising Sign/s of equal or better value should it become absolutely necessary. Should the **Client** not agree with the foresaid transfer, the **Client** may cancel this Agreement on thirty 30 (thirty) days' written notice to **JCDecaux**. Should this Agreement encompass more than one Advertising Sign unit then the cancellation contemplated in this clause will be in respect of that particular Advertising Sign unit only and shall not affect the remaining Advertising Sign units.
10. In the event that the Artwork, subsequent to its flighting, becomes obscured or is damaged to the extent that reasonable effect cannot be given to what is contemplated by this Agreement then in any such event **JCDecaux** shall have the right in its sole and absolute discretion to either:
 - 10.1.1 remove the obscurity or repair the damage in which event the **Client**, and/or the applicable third party as set out in the Rental Agreement, shall not be obliged to effect payment of Media Charges for such period in excess of 5 (five) Business Days during which the Advertising Sign is inoperative as a result thereof or;
 - 10.1.2 cancel this Agreement in which event, save for any outstanding payments due by the **Client**, and/or the applicable third party/parties as set out in the Rental Agreement, to **JCDecaux**, all or any rights and obligations in terms hereof shall cease, however cancellation as contemplated in this clause 10.1.2 shall be in respect of the affected Advertising Site and/or Advertising Sign only and such cancellation shall not affect the remaining Advertising Sites and/or Advertising Signs contained in the Rental Agreement.
11. Interest (Incidental) is levied on all overdue accounts at the rate of 2% (two percent) above the prevailing prime overdraft rate of **JCDecaux's** bank. Presentation of any schedule of interest rates issued by said bank shall *prima facie* be sufficient proof of the interest rate applicable.
12. Should the **Client**, and/or the applicable third party/parties as set out in the Rental Agreement, default in payment, or breach any term of this Agreement, or should the **Client**:
 - 12.1 commit any act of insolvency, be placed in liquidation whether provisional or final or undergo business rescue proceedings or debt counselling or debt review or any similar process; or
 - 12.2 attempt to effect an offer or compromise with its creditors or otherwise; or
 - 12.3 suffer any judgement against in which remains unsatisfied for twenty (20) days from the date upon which same has been granted; or
 - 12.4 fail to observe fully or perform properly and punctually any terms, stipulations, conditions and or obligations placed upon it or undertaken by it in terms hereof and fails to remedy such breach after having been given 7 (seven) days written notice to remedy such breach, then in such event **JCDecaux** shall be entitled either to cancel this Agreement, remove the Artwork and to claim payment of all or any amounts due in terms of this Agreement together with interest as referred to in clause 11 and damages to the value of 80% (eighty percent) of the full value of the incomplete portion of this agreement and which amount the **Client** agrees and acknowledges represents **JCDecaux's** genuine pre-estimated and liquidated damages and the payment which **JCDecaux** is obliged to pay to its landlord(s) in terms of its lease, its loss of profits and the delay in having to re-let the applicable space, or enforce the provisions of this Agreement by way of specific performance.
13. In the event of **JCDecaux** taking legal action to enforce any of the terms and conditions of this Agreement against the **Client**, and/or the applicable third party/parties as set out in the Rental Agreement, then the **Client** undertakes to pay all expenses, which **JCDecaux** may incur, including costs of tracing the **Client**, 10% (ten percent) collection commission and all legal costs as between attorney and client.
14. The Parties hereto consent to the jurisdiction of the Magistrate's Court notwithstanding the fact that the claim may exceed the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1944 as amended.
15. The **Client**, and/or the applicable third party/parties as set out in the Rental Agreement, shall not be entitled to cede any of its rights and obligations in terms of this Agreement without first obtaining the prior written consent of **JCDecaux**. Should **JCDecaux** consent in writing, **JCDecaux** may specify the terms and conditions under which it will permit the **Client** to cede its rights and obligations.
16. All notices in terms of this Agreement shall be in writing and sent by registered mail to the postal address of the addressee indicated in the Rental Agreement and unless proved to the contrary, will be deemed to have been received on the 10th (tenth) day after posting.
17. This Agreement together with any annexure hereto constitutes the whole agreement between the Parties in respect of the subject matter of this Agreement and no variation or addition hereto shall be of any force or effect unless reduced to writing and signed by the Parties hereto and **JCDecaux** shall not be responsible for any undertaking, representation or warranty orally or otherwise which is not contained in this Agreement. For the purposes of this clause, "writing" shall exclude any written document that is in the form, either wholly or partly, of a data message as defined in the Electronic Communications and Transactions Act 25 of 2002, as amended or substituted.
18. **JCDecaux** reserves the right to decline the flighting of the Artwork or to remove the Artwork (if already flighted) without notice and (i) forthwith cancel this Agreement or (ii) demand that the **Client** amend the Artwork (at its own cost and expense), if **JCDecaux** is of the sole opinion that the Artwork is unsightly, obscene, offensive, discriminatory, objectionable, prohibited by law, in breach or alleged breach of any third party intellectual property rights, contrary to public morality, of a contentious nature or reflects unfavourably and/or has a prejudicial effect on **JCDecaux** and/or breaches **JCDecaux's** Group Code of Conduct for Out-of-Home display as amended from time to time and which can be found at <https://www.jcdecauxafrica.com/documents>, and the **Client** hereby indemnifies **JCDecaux** against any claims arising of whatsoever nature in this regard. Cancellation of the Agreement in terms of this clause 18 shall be without prejudice to any of **JCDecaux's** rights accrued up to the date of cancellation contemplated in this clause 18, including but not limited to **JCDecaux** claiming payment of all or any amounts due in terms of this Agreement together with interest as referred to in clause 11 and as liquidated damages, all Media Charges that would be due until the expiry of this Agreement in the normal course of events, which amount the **Client** agrees and acknowledges represents **JCDecaux's** genuine pre-estimated and liquidated damages. If **JCDecaux** demands that the **Client** amend the Artwork (at its own cost and expense) so that the Artwork is no longer in breach of any of the foregoing (which will be determined solely by **JCDecaux**) then the **Client** shall forthwith comply with the demand but will still be liable to **JCDecaux** for the payment of Media Charges for the period in which the Artwork is being amended, as well as re-flighting and production costs.
19. **JCDecaux** reserves the right: (i) to allocate to the **Client** an alternative Advertising Site and/or Advertising Sign in the event of the Advertising Site and/or Advertising Sign specified in the Rental Agreement ("Initial Site") not being available on the Commencement Date; and/or (ii) to move the Artwork from the Initial Site to a replacement Advertising Site and/or Advertising Sign in the event of it becoming necessary at any time during the currency of this Agreement to do so for any reason whatsoever, provided that such alternative or replacement Advertising Site and/or Advertising Sign shall be of an equivalent value to the Initial Site, and the Rental Agreement shall be deemed amended accordingly upon such relocation. Should the **Client** not agree to the relocation for whatever reason, then **JCDecaux** will remove the Artwork from the Initial Site and this Agreement, only in so far as it relates to the Initial Site subject to the proposed relocation, shall terminate, and **JCDecaux** shall have no liability to the **Client** or any applicable third party/parties as set out in the Rental Agreement.
20. **SURETY**
NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE CLIENT HEREBY BINDS ITSELF JOINTLY AND SEVERALLY WITH ALL THIRD PARTY/PARTIES SET OUT IN THE RENTAL AGREEMENT IN FAVOUR OF JCDECAUX FOR THE DUE PERFORMANCE OF ANY OBLIGATIONS OF SUCH THIRD PARTY/PARTIES AND FOR THE PAYMENT TO JCDECAUX BY SUCH THIRD PARTY/PARTIES OF ANY AMOUNTS WHICH MAY AT ANY TIME BECOME OWING TO JCDECAUX BY SUCH THIRD PARTY/PARTIES FROM WHATSOEVER CAUSE ARISING AND INCLUDING, BUT WITHOUT LIMITING THE GENERALITY OF THE AFOREGOING, ANY CLAIMS FOR DAMAGES, PRODUCTION CHARGES, FLIGHTING CHARGES, MEDIA CHARGES AND ACTIONS AGAINST SUCH THIRD PARTY/PARTIES.
21. **CLIENT'S CREDIT INFORMATION**
JCDecaux may use credit bureaus to help it make decisions and by signing this Agreement the **Client** hereby acknowledges and agrees for **JCDecaux** to perform credit checks on the **Client** through credit bureaus. The **Client** agrees that **JCDecaux** may from time to time send

information to the relevant credit bureaus regarding payment obligations in terms of this Agreement.

22. **The Client hereby acknowledges that it is in a position to afford the entire debt, notwithstanding that any third party/parties may be noted as being obliged to pay any portion thereof on the Rental Agreement.**
23. This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa.
24. In performing their respective obligations in terms of this Agreement, the Parties undertake to comply with any requirements imposed on them by any applicable laws relating to the protection of personal information, including the Protection of Personal Information Act, 4 of 2013, as amended.
25. The existence of this Agreement and the terms and conditions herein as well as pending discussions amongst the Parties are to be kept strictly confidential at all times by the **Client** and any applicable third party/parties as set out in the Rental Agreement, their employees, officers and advisors and are not to be disclosed without the prior written approval of **JCDecaux**, unless required to do so in terms of the law. The obligations of the **Client** and any applicable third party/parties as set out in the Rental Agreement, as to disclosure and confidentiality shall commence on the Commencement Date and continue in full force and effect for the term of this Agreement, including the renewal period/s if applicable, as well as for a period of 60 (sixty) months after the Expiry Date.
26. If any clause or term of this Agreement should be held to be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of this Agreement.
27. **IN THE EVENT THAT ANY OF THE PAYMENT OBLIGATIONS AS SET OUT IN THE RENTAL AGREEMENT HAVE BEEN DELEGATED BY THE CLIENT TO ANY THIRD PARTY/PARTIES, THE CLIENT UNDERTAKES TO ENSURE THAT ALL SUCH THIRD PARTY/PARTIES COMPLY AT ALL TIMES WITH ALL APPLICABLE OBLIGATIONS UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREMENTIONED, THE CLIENT UNDERTAKES TO REMAIN FULLY LIABLE TO AND RESPONSIBLE TOWARDS JCDECAUX FOR ANY ACTS AND/OR OMISSIONS AND INDEBTEDNESS OF SUCH THIRD PARTY/PARTIES AND AGREES TO FULLY INDEMNIFY JCDECAUX IN THIS REGARD. A BREACH BY ANY OF THE THIRD PARTY/PARTIES OF THEIR OBLIGATIONS IN TERMS OF THIS AGREEMENT SHALL CONSTITUTE A BREACH OF THIS AGREEMENT BY THE CLIENT.**