

# GENERAL TERMS AND CONDITIONS OF SALE FOR LONG-TERM ADVERTISING

## **Article 1. Orders - Reservation**

The service provider reserves the right to market, invoice, and collect, directly or indirectly through the intermediary of the sales representative(s), the space allocated to long-term advertising. All advertising space reservations must be the subject of a written, dated, and signed order upon selection of the advertising space. The service provider shall notify its acceptance of the order to the advertiser or its purchasing agent as soon as it is received. The advertising space is offered subject to availability for the period chosen by the advertiser upon receipt of its order. In the event of total or partial unavailability, the order shall be modified by replacement proposals which the advertiser has the right to refuse. Similarly, for an unavailability occurring between the acceptance of an order and the date of performance, in the event of refusal by the advertiser, the amount shall be reduced by the amount of the advertising spaces not replaced. The concerted modification or deletion of all or part of the order shall not result in the payment of compensation by the service provider.

## **Article 2. Prices**

- a) Prices shall include the rental and provision of the site and its maintenance during the term of the contract. The advertiser shall add the contribution to technical costs to this price. In no case may the advertiser request reimbursement of these costs from the service provider for any reason. The technical equipment shall always remain the service provider's property, which shall freely dispose of it at the end of the contract. The service provider shall also collect the amount of all the taxes it pays on behalf of the Advertiser from it.
- b) The costs incurred at the request of the advertiser for the change of all or part of the message, during long-term advertising, shall be invoiced as a supplement along with travel costs. A quotation may be issued at its request.

## **Article 3. Multi-year service provision**

Full payment for each year shall be made in full on the date the order was signed. In the event of non-renewal, a request for termination must be made three months before the end of the contract by registered letter with advice of receipt, otherwise the latter shall be automatically renewed for one year. This notice period is reduced to two months for six-month long-term advertising.

## **Article 4. Advertising space lighting (option)**

When selecting the advertising space, the advertiser shall be informed if the advertising space is illuminated. In the event that the connection for lighting purposes is temporarily interrupted, the advertiser shall not use such absence of lighting to refrain from making the payment or to claim a reduction in the agreed price. Replacement lighting shall be checked by the service provider every month. If a defect appears, it shall be promptly remedied without such defect resulting in a price reduction, an extension of the long-term advertising period, or a reason for non-payment.

## **Article 5. Cancellation**

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.

Cancellations of advertisement orders shall be made by recorded delivery with advice of receipt.

The order may be cancelled; however, the service shall remain due in full.

## **Article 6. Equipment**

- a) The advertiser shall deliver to the service provider the model of its advertisement to be produced at least fifteen (15) days before the scheduled start date. Any late delivery of the model shall not result in postponing the start date scheduled on the order. Consequently, the order shall be paid by the advertiser as if the installation was made on the scheduled date without being able to request an extension of the long-term advertising period.
- b) The advertiser shall pay the technical costs.
- c) The advertiser is fully liable for the content of the message and for all third-parties rights over the design and manufacture of the message.

## **Article 7. Competing products**

It is not excluded that competing advertisers may be present on neighbouring or contiguous advertising spaces or on the same medium with multiple or successive messages during the same period.

## **Article 8. Certificate**

Upon request from the advertiser, a certificate of installation shall be provided to it along with a photograph.

## **Article 9. Technical - servicing - maintenance**

### **a) Message installation**

From the installation date scheduled on the order, the service provider has three (3) months to install the advertisement. Beyond this period, the advertiser may unilaterally terminate its order without any compensation being due on either side. If the advertiser provides the equipment, it shall be compatible with the service provider's technical support structures.

### **b) Painting**

When the service provider performs the printing technique (lettering, painting or other technique), adherence shall be guaranteed for one (1) year. Beyond this period, the advertiser may request, at its expense, the total or partial repair of the print, after acceptance of a quote provided by the service provider. The advertiser shall refrain from intervening, directly or indirectly, on the support structure and its components for any reason.

### **c) Successive message support illuminated by projection or transparency**

The following shall be remediated by the service provider:

- absence of lighting due to an accidental or induced total or partial power failure;
- blocking of one or more mobile components (power failure or mechanical defect) resulting in the total or partial deletion of the message, as quickly as possible.

No operating defect or partial non-performance can justify a delay or a refusal to settle the part of the order completed.

### **d) Vandalism**

Throughout the long-term advertising period, the service provider provides servicing. In case of deterioration of the long-term advertising message, as a result of vandalism, theft, deliberate degradation, or following an accident the author of which is not identified, the advertiser shall contribute to the costs of replacing or repairing the message in the same proportion as for initial installation. Under no circumstances shall the advertiser defer payment, reduce the amount, or request any extension of the initial long-term advertising period.

## **Article 10. Replacement**

If for any reason, the advertising space should disappear (order by the community or state services, expropriation, general or local regulations, etc.), the service provider shall endeavour to offer another advertising space. In the event of unavailability or a proposal refused by the advertiser, the service provider shall only reimburse the rental price in proportion to the time remaining without the latter being able to claim compensation. In the event of temporary removal of the support, the long-term advertising period shall be extended by an equivalent period at the end of the contract without any price reduction or the payment of compensation.

## **Article 11. Invoicing – Payment**

Invoicing with VAT and tax shall be sent in an original copy to the advertiser with a copy to the agent, if the latter is responsible for payment. The date of this invoice shall form the basis for the payment terms. Invoicing shall be annual. When the advertiser has instructed its agent to settle the invoices by an express provision in the mandate, the agent shall be jointly liable for the amounts due to the service provider for the performance of the orders placed through it. The payment terms above shall be enforceable against it. As such, it shall be responsible for making payments according to the applicable terms, without the delivery of a bill of exchange releasing the advertiser, principal debtor, from its debt towards the service provider. Failure to comply with the payment terms shall entitle the service provider to contact the advertiser directly without being required to send formal notice to the agent reminding it to meet the obligations undertaking in the name and on behalf of the advertiser.

In the event of late payment, late payment penalties shall be calculated, without the need for a reminder letter, from the invoice's due date until the date payment is effectively made, at the rate applied by the European Central Bank to its most recent refinancing transaction plus seven points, in accordance with Article L. 441-420 of the French Commercial Code. These penalties shall be payable on receipt of the notice informing the advertiser and/or the agent that they have been charged.

In the event of non-payment recorded after reminders not followed up with effect and after formal notice by recorded delivery with advice of receipt, the advertiser and/or its agent shall pay as compensation for the prejudice suffered equal to fifteen (15) percent of the principal remaining due, the legal collection costs being borne by the debtor.

In addition, in the event of non-compliance with the terms of payment of invoices and after formal notice by recorded delivery with advice of receipt remaining with effect, JC DECAUX reserves the right to terminate, without notice or compensation, any order in progress. The advertiser shall be liable for the full price of the campaigns already installed.

However, the long-term advertising covered by the order shall, as the case may be, be maintained and implemented provided that the administrator or the liquidator and the advertiser undertake to pay the price in accordance with the general and specific terms of this order.

#### **Article 12. Removal of advertising**

The advertiser and/or its agent may require JC Decaux Mauritius (subject to its prior acceptance) to remove advertising and it (they) shall bear the costs. In the event of an order by the public authorities and/or the courts, the advertiser shall bear all removal costs. The campaign shall nevertheless remain due.

#### **Article 13. Liability**

- a) The service provider shall be solely responsible for any breaches relating to the advertising space it makes available to the advertiser and/or its agent. It shall also be liable for all complaints arising from an irregular advertising space or for any damage caused by its performance services during the installation and long-term advertising of the message.
- b) Advertising messages and posters shall be prepared 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. In the event that the envisaged or concerned message is prohibited by public authorities, the advertiser shall not be exempted from paying for the order and shall also bear the costs of removing the message, where necessary. The service provider reserves the right to refuse to install messages which, in any way, is prohibited by current regulations, contrary to accepted principles of morality, or further to a negative opinion from the Advertising Standards Authority. Such refusal shall not constitute a breach of contract; as such, the advertiser shall not be exempted from paying the order and shall not be entitled to claim any prejudice. In order to avoid any incident, the advertiser may present models for acceptance at least one (1) month before the start date.

#### **Article 14. Assignment**

This contract is personal to the advertiser and relates exclusively to products of the brand specified on the front of this contract. However, in the event of sale or transfer of business occurring less than one (1) month before the installation date, the advertiser shall notify said sale or transfer to the service provider and have these undertakings to the service provider passed on to the purchaser or assignee.

#### **Article 15. Support study**

To allow a support study, the service provider reserves the right to disclose the name of the advertiser and the product and the amount of the corresponding order, to the body responsible for this study and its distribution, unless otherwise stated by the advertiser served by recorded deliver (Protocol of 6 June 1976 between the UDA (French Advertisers Union), AACP (French association of advertising agencies), and Outdoor Advertising Professionals).

#### **Article 16. Application of general terms and conditions of sale**

These general terms and conditions shall apply, to the exclusion of all others, to any order.

#### **Article 17. Disputes**

In case of dispute or litigation, the commercial courts of Mauritius shall have sole jurisdiction even in the event of multiple respondents or the introduction of third parties. This provision conferring jurisdiction is stipulated in the interest of the service provider which may waive it and bring its case before the competent courts by application of ordinary law.

#### **Article 18. Changes**

All additions, erasures, changes, or deletions made to these General Terms that have not been accepted in writing by JCDECAUX shall not be binding on it. JC DECAUX shall not be deemed to have accepted, even implicitly, the general terms and conditions of purchase of the advertiser and/or the latter's agent.

#### **Article 19. 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 identified with an asterisk is essential for this processing and is used by the relevant departments of the French companies of JCDecaux 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.

#### **Article 20 - Agreement on evidence and electronic signature**

##### **a) 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.

##### **b) 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 will be made available to the Advertiser and/or its Agent