

General Terms and Conditions of Sale

Extime JCDecaux Airport

(applicable to all advertising campaigns implemented on or after 1st January 2024)

These General Terms and Conditions of Sale, as supplemented by the Extime JCDecaux Airport 2024 Commercial Terms and Conditions and the Code of Ethics, can be downloaded from the [JCDecaux](#) website or obtained upon written request.

“Extime JCDecaux Airport” is a brand marketed by Extime Media.

Article 1 – Definitions

Advertiser/Client: an individual or a legal entity that purchases, for its own interest, advertising space in one or more Spaces offered by Extime JCDecaux Airport, either directly or through a Representative.

Grantor(s): the authority(ies) that manage(s) the airport platform(s) on which the advertising campaign concerned by the Agreement is hosted.

Content: any video or animated/still image that constitutes an Advert.

Agreement: these General Terms and Conditions of Sale (“T&C”) and the Commercial Terms and Conditions (“CTC”) applicable as from 1st January 2024, as well as the Insertion Order signed and returned to Extime JCDecaux Airport in accordance with Clause 2 of these T&C.

Space: one or more special-purpose advertising media with one or more sides listed for a single price or that cannot be sold separately. Such media may comprise one or more fixed or scrolling panels, digital screens or screen walls (or digital murals), be designed to be printed or use digital technology.

Representative: any individual or legal entity who purchases advertising space on behalf of an Advertiser pursuant to a written agency agreement in accordance with French Act No 93-122 of 29 January 1993 (the “Agency Agreement”) and who produces a copy of the relevant agency agreement with the Advertiser.

Insertion Order: a purchase order stipulating the services requested and the price thereof, sent by Extime JCDecaux Airport to the Advertiser or its Representative for approval.

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

Network: a group of Spaces that meet various criteria concerning geographic cover, audience, quality, location and appearance. Each Network may change according to the set of Spaces available and display restrictions imposed in respect of certain Media.

Advert: an advertisement broadcast by digital technology in one or more Spaces that comprises the following content: video and/or animated images and/or still images.

Digital Medium (Media): a digital screen or screens, a giant screen or screens, a digital mural or murals, or Airport TV.

Article 2 – Validity

The Agreement will take effect on condition that the Insertion Order sent by Extime JCDecaux Airport by any written means is duly dated, stamped and returned by the Advertiser and/or its Representative

In the presence of a formal commitment, especially an e-mail, embodying the agreement of the Parties on the property and the price, the absence of signature of the Insertion Order and/or of the Agency Agreement by the Advertiser and/or its Representative cannot in any case be a cause of cancellation by the Advertiser and/or its Representative of the Insertion Order, Extime JCDecaux Airport will not be accountable nor will it suffer any loss as a result.

If one or more corrections or changes are requested by the Advertiser and/or its Representative, Extime JCDecaux Airport reserves the right to refuse to make such corrections or changes.

By entering into an Agreement, the Advertiser and/or its Representative is deemed to have unreservedly accepted Extime JCDecaux Airport 2024 T&C, CTC and Prices and agreed to comply with applicable laws and regulations.

Extime JCDecaux Airport reserves the right to vary its T&C, its CTC and/or its Prices at any time, and it will not be bound by the general terms and conditions of purchase applied by the Advertiser and/or its Representative.

Article 3 – Terms and conditions applicable to non-digital media (Clauses non-applicable to digital media)

“Non-digital” means advertisements printed on adhesive paper or canvases and wall or hanged coverings displayed in a display area and/or by animation techniques.

3.1 – Submitting models

The Advertiser or its Representative shall submit to Extime JCDecaux Airport at least twenty-five (25) business days before the date of display/posting or provision of the Space provided in the Agreement, a model of the proposed advertisement and/or display and/or animation. Extime JCDecaux Airport reserves the right to have the corresponding model reasonably modified until its approval by the company and/or the Grantor, on the understanding that the Agreement will not be terminated on account of a refusal and no compensation will be due should the display/posting or set-up be delayed.

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

3.2 – Supplying and returning advertisements

The advertisements required to perform the Agreement must be sent by and at the expense of the Advertiser at least fifteen (15) business days before the advertising date provided in the Agreement, to the address given by Extime JCDecaux Airport. The Advertiser must abide by the directions given by Extime JCDecaux Airport with respect to the number, type and characteristics of advertisements. With respect to the Networks' scrolling billboards in particular, only offset bleed printing with 4 colours on one side and 3 or 4 colours on the other, on modern 130g/m² coated paper, will be accepted.

If these technical requirements are not met, the advertisements will be returned to the Advertiser at the latter's expense, and the campaign will be delayed until compliant advertisements are produced, subject to the availability of the Network(s) originally reserved. Should their transparency require the use of blanking paper, the Advertiser will be liable for the cost of supplying and posting the said blanking paper in addition to the price stipulated in the Agreement. Extime JCDecaux Airport will not be accountable for any issue, delay and/or mistake in the advertisements delivered or for the supply of an insufficient number of advertisements, and the Agreement will not be varied as a result of any such issue, delay and/or mistake.

Should the need arise during the term of the Agreement to replace any advertisements, the latter will be replaced at the expense of the Advertiser, which must produce new advertisements within fifteen (15) business days of a request to that effect by Extime JCDecaux Airport, failing which the latter will be entitled to remove the advertisement, on the understanding that the price stipulated in the Agreement will not be reduced as a result.

Upon the expiry of the advertising period, Extime JCDecaux Airport shall not be required under any circumstances to return the advertisements or any other advertising materials posted by Extime JCDecaux Airport on the Advertiser's behalf.

3.3 – Posting/removal (indoor equipment)

The advertising material will be posted and removed by Extime JCDecaux Airport, under its responsibility, and will be charged separately should the advertising material be changed during the term of the Agreement.

If the dates of posting provided in the Agreement coincide with a public holiday or weekend (a Saturday and/or a Sunday), Extime JCDecaux Airport shall have an additional period of forty-eight (48) hours in which to post the relevant advertising material. If the advertising material has not been posted on the scheduled date for reasons not attributable to the Advertiser or its Representative, Extime JCDecaux Airport will grant a compensation if the specified deadline is not met, either by extending the display period or issuing a credit note.

Advertising material usually last for a period of six (6) months. Following this period, Extime JCDecaux Airport may ask the Advertiser at any time to pay to finance their replacement for quality or safety reasons.

3.4 – Posting/removal (outdoor equipment)

The advertising material for outdoor equipment will be posted and removed by Extime JCDecaux Airport, under its responsibility, and will be charged separately should the advertising material be changed during the term of the Agreement.

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

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

3.5 – Terms and conditions of use of the spaces made available (podiums/stages, three-dimensional or moving objects)

The spaces referred to in the Agreement shall be made available to the Advertiser blank, and the Advertiser must arrange and equip the said spaces at its expense, in accordance with the specifications and/or technical and safety rules applicable on the relevant site(s), which the Advertiser has declared it is fully aware of. Spaces and/or three-dimensional objects must be maintained throughout the term of the Agreement and be spotlessly clean when returned by the Advertiser at the end of the Agreement. If this obligation is not fulfilled, Extime JCDecaux Airport shall be entitled to clean the foregoing at the Advertiser's expense.

The spaces and/or three-dimensional objects concerned by the Agreement will be made available solely for advertising purposes and may not be used for any other operation (notably commercial) without Extime JCDecaux Airport' prior written consent. The Advertiser agrees to ensure that the Space made available to it does not remain unoccupied for more than 24 hours. If this obligation is not fulfilled, Extime JCDecaux Airport shall be entitled to install any backdrop it deems appropriate until such time as the Advertiser has posted or installed its advertisement, on the understanding that the Agreement will not be varied as a result, either in terms of the applicable price or the term thereof.

Legal requirements or restrictions are likely to apply to lighting conditions. The representatives of the Grantor and Extime JCDecaux Airport may access the relevant spaces at any time and carry out any inspections they consider necessary. The Advertiser shall make any required changes within 24 hours of receipt of notice to that effect.

Any products, materials, samples and/or devices displayed in the spaces referred to in the Agreement shall always be displayed at the expense and risk of the Advertiser, which shall fulfil applicable legal and regulatory requirements and hold all the required permits and insurance, such that neither the Grantor nor Extime JCDecaux Airport incur any liability whatsoever in this respect. Similarly, the distribution of objects or flyers to passengers or visitors requires prior permission from Extime JCDecaux Airport, and the content thereof must comply with applicable regulations.

The Advertiser agrees, upon the expiry of the Agreement, to reinstate the premises to their original condition. It shall be liable for the full cost of reinstating the premises and, generally, for repairing any damage caused by it. Upon the expiry of the Agreement or if the Agreement is terminated for whatever reason, the parties hereto expressly agree that the items displayed or distributed must be removed by the Advertiser. Any item that remains on the site will be removed by Extime JCDecaux Airport at the Advertiser's expense, on the understanding that Extime JCDecaux Airport shall not be held liable in that respect.

In the context of the service provided to passengers and as an exceptional rule, Aéroports de Paris reserves the right to use the podium/stage areas outside opening times. If it does, Extime JCDecaux Airport will not be liable under any circumstances for any direct or indirect loss suffered in connection with the use of the podium/stage areas referred to in this clause.

3.6 – Agreement of the Grantor

For any device for which a technical file must be prepared and submitted to the Grantor for approval prior to installation, the corresponding Agreement will take effect only with the Grantor's prior approval. The term of this Agreement includes the posting and removal of the relevant device.

3.7 – Inspections

Any inspection carried out by the Advertiser, its Representative or any independent body appointed by one and/or the other will only be binding on Extime JCDecaux Airport if it was carried out in the presence of one of its employees duly appointed for that purpose.

Article 4 – Terms and conditions of advertising campaigns launched on digital Media (Clauses non-applicable to non-digital media)

“Digital media” means digital screens, Airport TV, giant screens and digital murals.

With respect to digital murals in particular, their non-digital content is governed by Clause 3 above and their digital content is governed by this Clause 4.

4.1 – Supplying and submitting digital content

- a) The Advertiser or its Representative shall send Extime JCDecaux Airport its proposed Advert(s) at least ten (10) business days before their scheduled date of broadcast, as provided for in the Agreement.

Extime JCDecaux Airport reserves the right to have reasonable changes made to the Advert(s) until its approval by the said company and/or the Grantor, on the understanding that the Agreement will not be terminated on account of a refusal and no compensation will be due should the broadcast be delayed.

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

If compliant content is not produced within the specified time, the campaign may be postponed until compliant content is provided, on the understanding that the last day of the campaign and the financial terms provided in the Agreement shall remain unchanged.

- b) Supplying and submitting interactive digital content (interactive digital murals)

The Advertiser or its Representative shall send Extime JCDecaux Airport its proposed Advert(s) at least seven (7) business days before their scheduled date of broadcast, as provided for in the Agreement.

- c) Broadcasting, contextualized messages and social networks

The conditions under which a contextualized message is broadcasted on digital devices shall comply with the safety rules and regulations applicable to the information systems owned (or used) by Extime JCDecaux Airport. If not, Extime JCDecaux Airport reserves the right to refuse to broadcast the said feed.

An inspection must have been carried out in advance by Extime JCDecaux Airport to ensure compliance with these rules and regulations. For this purpose, the Advertiser must provide any appropriate information fifteen (15) business days before the first day of the campaign.

Extime JCDecaux Airport reserves the right to interrupt without notice the broadcast of any content circulated if the content does not meet applicable technical, legal and/or ethical broadcasting criteria, on the understanding that the last day of the campaign and the financial terms provided in the Agreement shall remain unchanged.

With respect to dynamic digital advertising campaigns that involve the broadcast of comments (such as Twitter) or contextualized messages written by a contributor other than Extime JCDecaux Airport, the Advertiser must control all of the comments (contributions) made available to Extime JCDecaux Airport and intended for live broadcast. In addition to ensuring compliance with applicable legal restrictions concerning image rights in particular, the moderator must ensure that messages:

- concern the topic of the relevant campaign;
- do not adversely affect air transport or the people involved;
- do not cause passenger anxiety;
- are not likely to offend passengers; and
- are drafted in correct French and contain no spelling mistakes.

Messages must be moderated prior to publication.

The Advertiser is solely responsible for the dynamic content broadcasted.

Regarding more especially the contextualized broadcast linked to flights data, the service may be interrupted. In that case, the Advertiser will be informed prior to the start of its campaign and an alternative offer will be made.

4.2 – Duration of Adverts/content supplied

The duration of the Adverts/content supplied by the Advertiser or its Representative to Extime JCDecaux Airport shall correspond to the duration of the Advert purchased.

This duration is to be specified in the relevant technical files for each type of device and is binding on all advertisers.

If an Advert exceeds the requested duration, Extime JCDecaux Airport may ask the Advertiser to provide a new Advert of an appropriate duration. If the Advertiser fails to provide a new Advert of an appropriate duration, the duration of the scheduled and invoiced Advert shall be the next longest one as defined in the relevant technical file.

4.3 – Broadcasting of Adverts/content

In the occurrence of an event beyond the control of Extime JCDecaux Airport that disrupts the regular operation of airport platforms, the broadcasting of Adverts/content may be temporarily suspended, in which case no compensation or indemnity will be due to the Advertiser or its Representative (if any). However, Extime JCDecaux Airport shall do its utmost, to the extent possible, to reschedule the broadcast within the framework of the campaign that is the object of the Insertion Order.

Article 5 – Payment terms

5.1 – Invoicing – Payment

Invoices shall be prepared in accordance with the regulations applicable in French territory, particularly the Act of 29 January 1993. By default, each campaign is invoiced at the beginning of such campaign for its entire duration. If Extime JCDecaux Airport and the Client agree on an invoicing schedule, such schedule will be calculated on a *pro rata temporis* basis of the number of actual days of the invoiced period.

If an Advertiser requests the services of a Representative and according to applicable regulations, the relevant invoice may be sent directly to the Advertiser and/or the Representative. In such event, the Advertiser shall entrust the Representative to make the relevant payments under the Advertiser's responsibility, and

Extime JCDecaux Airport reserves the right to claim any sums owed to it directly from the Advertiser, even if the latter has already paid the said sums to the said Representative.

The discounts or premiums referred to in these Terms and Commercial Terms 2024 will only be definitively applied once the relevant conditions have been met and providing that payment has been made on the due date. Failing this, Extime JCDecaux Airport reserves the right to issue another invoice for the list price, without applying any kind of discount, rebate or allowance.

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

If circumstances so require, Extime JCDecaux Airport may ask the Advertiser or its Representative to pay some or all of the corresponding price prior to performing the Agreement.

5.2 – Del credere agreement

The Representatives agree to stand surety in relation to any Insertion Order submitted by them to Extime JCDecaux Airport and that is not paid by the Advertiser for whatever reason.

5.3 – Penalty clause

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

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

In the event of non-payment of a sum due and if a formal demand served by registered letter with acknowledgement of receipt remains without effect for eight (8) days, Extime JCDecaux Airport shall be entitled, if the Agreement is still valid and effective, to consider the Agreement terminated and to immediately take back possession of the Spaces and request immediate payment of the sums due until the Agreement expiry date originally agreed.

5.4 – Upload fees (campaigns on Digital Media)

Upload fees cover the following services in particular:

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

Each campaign broadcast on a digital device sold on 70" display and on Airport TV will be subject to an upload fee of 3% of the applicable gross price (excluding VAT) of the campaign, with a minimum of 1350€ (excluding VAT).

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

5.5 – Electricity charges

The electricity charges for lit equipment shall be borne by the Advertiser.

5.6 – Levies, taxes, registration fees and sundry fees

All of the levies, fees and taxes imposed in relation to the Spaces, billposting and/or advertising during the term of the Agreement will be added to the pre-tax price stipulated in the Agreement. Any registration fees arising in connection with the Agreement shall also be borne by the Advertiser, which agrees to accept liability therefor.

Article 6 – Liability

6.1 The Grantor shall not be held liable under any circumstances by the Advertiser and/or its Representative in connection with the performance of the Agreement. If, during execution of an Insertion Order, some or all of the Spaces concerned by the Agreement become unavailable for whatever reason, the Agreement shall remain in effect.

In such event, Extime JCDecaux Airport shall decide, with the agreement of the Advertiser and/or the Representative, to:

- allocate other Spaces to the Advertiser, of an equivalent quality, as compensation;
- extend the Insertion Order; or
- issue a credit note in proportion to the period of unavailability and the number of Spaces concerned, without any other compensation.

Notwithstanding the foregoing, Extime JCDecaux Airport reserves the right to change up to 5% of the number and/or type of Spaces stipulated in the Insertion Order in order to account for changes to the facilities, without such change affecting the price.

6.2 Extime JCDecaux Airport, either of its own initiative and/or at the request of the Grantor, may prohibit at any time during or before the performance of the Insertion Order any display, animation or advertisement likely to affect their interests (particularly on account of an illustration, text, presentation, format and/or the location of the advertisement). In any such case, the Advertiser shall not be entitled to any compensation but may request the termination of the Agreement in relation to the part of the advertisement not used. Similarly, Extime JCDecaux Airport may authorise the insertion of informative messages between two advertisements at the request of its Grantor on technically adapted advertising devices, or the interruption of an advertisement in order to broadcast a safety or security alert.

6.3 The Advertiser is prohibited from using the spaces concerned by the Agreement for any purpose other than advertising that is primarily or subsidiarily of a political or religious nature, immoral, indecent and/or contrary to the interests of the Grantor and/or Extime JCDecaux Airport. Any breach of this prohibition shall immediately result in termination of the Agreement, based on the sole responsibility of the Advertiser, in accordance with Article 11 below.

Article 7 – Insurance

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

The corresponding policies must include a waiver of the right to take action against the Grantor and/or Extime JCDecaux Airport, including their respective provider(s), agent(s) and/or principal(s), such that their liability can never be sought in the event of an accident, loss, disappearance, fire, water damage or any other kind of damage caused for any reason whatsoever to the facilities or exhibited items or by any person whatsoever.

Article 8 – Intellectual property

Extime JCDecaux Airport is permitted, for documentary and/or marketing purposes, to reproduce and/or publicly display the advertisements, digital content, adverts, logo(s), product(s) and/or brand(s) of Advertisers on any printed product (review, magazine, leaflet, sales pitch, brochure, etc.) and in any magnetic, analogue or digital medium, to download them to a hard drive or random access memory, to display them on a screen or the Internet, to store them in a random access memory or on a hard drive, to screen digital works and to scan them.

In this respect, the Advertiser declares that it holds all rights to the advertisements and/or digital content concerned by the Agreement, particularly the third-party intellectual property rights (copyright, trademarks and designs) included in the said advertisements as well as the image rights to the objects and persons to which the said advertisements relate.

The Advertiser shall inform Extime JCDecaux Airport of any restriction on its rights which consequently restricts the term and scope of the right for Extime JCDecaux Airport to exploit the advertisements and/or digital content for five (5) years following the campaign broadcast.

The Advertiser shall also hold Extime JCDecaux Airport harmless from and against any remedy or action exercised or brought by any person involved directly or indirectly in creating and producing the campaigns, regardless of the grounds of the action, or by any person believing having rights to assert over the campaigns.

Article 9 –Right of exploitation of digital content

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

Article 10 – End of agreement with the airport authority

If one or more agreements between Extime JCDecaux Airport and the relevant airport authority end for whatever reason, Extime JCDecaux Airport may terminate the Agreement with respect to the part of the Insertion Order that cannot be executed, without notice or compensation. The amount corresponding to the part of the Insertion Order executed will remain due by the Advertiser.

Article 11 – Cancellation/Termination

If the Advertiser and/or its Representative decide to cancel the advertising campaign originally provided in the Agreement for whatever reason, it/they shall remain liable to Extime JCDecaux Airport for the full price stipulated in the Agreement.

By way of derogation and for the year 2024, Insertion Orders placed for a digital or analogical campaign (70" and 85"/2 m²) executed in 2024, the following rules shall apply.

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

- a) Within the framework of a campaign having a duration of less than 28 days:
 - if the cancellation occurs more than three (3) months before the contractual starting date of the posting/broadcasting period, no indemnification shall be due;
 - if the cancellation occurs between two (2) and three (3) months before the contractual starting date of the posting/broadcasting period, the indemnification due to Extime JCDecaux Airport shall correspond to 50% of the media price excluding tax of the relevant campaign;
 - if the cancellation occurs less than two (2) months before the contractual starting date of the posting/broadcasting period, the indemnification due to Extime JCDecaux Airport shall correspond to 100% of the media price excluding tax of the relevant campaign.
- b) Within the framework of a campaign having a duration of more than 28 days;
 - if the cancellation occurs more than six (6) months before the contractual starting date of the posting/broadcasting period, the indemnification due to Extime JCDecaux Airport shall correspond to 30% of the media price excluding tax of the relevant campaign;
 - if the cancellation occurs between two (2) and six (6) months before the contractual starting date of the posting/broadcasting period, the indemnification due to Extime JCDecaux Airport shall correspond to 60% of the media price excluding tax of the relevant campaign;
 - if the cancellation occurs less than two (2) months before the contractual starting date of the posting/broadcasting period, the indemnification due to Extime JCDecaux Airport shall correspond to 100% of the media price excluding tax of the relevant campaign.

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

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

Article 12 – Renewal

12.1 – Agreement with a tacit renewal

The notice period of renewable Agreements is:

- i) fifteen (15) days before expiry of the Agreement, when it is concluded for a period greater than or equal to three (3) months and less than six (6) months
- ii) one (1) month before expiry of the Agreement, when it is concluded for a period greater than or equal to six (6) months and less than one (1) year
- iii) three and a half (3.5) months before the expiry of the Agreement, when it is concluded for a period greater than or equal to one (1) year.

The Agreement not terminated by register letter with acknowledgement of receipt by either of the Parties within the deadlines defined in points i) to iii) above is automatically and tacitly renewed for an equal period, Extime JCDecaux Airport having to inform the Advertiser and/or its Representative of the new applicable tariff one and a half months (point i), two and a half months (point ii) or four and a half months (point iii) before the anniversary date of the term of the Agreement.

12.2 – Agreement without a tacit renewal

The Advertiser and Extime JCDecaux Airport shall, for Agreement, reach an agreement, at the latest, three (3) months before the expiry of the Agreement, on the renewal terms, especially financial, of the Agreement for the same duration.

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

Article 13 – Transfer of the Agreement’s benefit

The Agreement is strictly personal to the Advertiser who may only use it for his company, his products and / or the items sold under his brand and specifically referred to in the Agreement. Under no circumstances may the Advertiser and/or its Representative transfer the benefit of the Agreement. Similarly, any transfer of shares resulting in a change of control of the Advertiser, or any transfer of its business, must be notified in advance to Extime JCDecaux Airport, and will only be enforceable against it to the extent that the assignor will be held personally and jointly with the assignee to pay any amount due or owed to Extime JCDecaux Airport.

Extime JCDecaux Airport may freely transfer its rights and / or obligations hereunder, in whole or in part and by any means whatsoever.

Article 14 – Protection of personal data

Each Party may process personal data of the other Party or members of the other Party’s staff, employees, legal representatives, or others (the “Individual Data Subjects” of a Party), for the purposes of managing the business relationship, the Agreement (whether it concerns the negotiation, signing, monitoring and/or invoicing of the Agreement) and any disputes.

Each Party acts in this context as an independent controller and undertakes to process the personal data of the Individual Data Subjects of the other Party in compliance with the applicable regulations, notably the General Data Protection Regulations and the French Data Protection Act.

Each Party undertakes to make available to the Individual Data Subjects of the other Party the information relating to the processing of their personal data that it carries out under this article and the rights they enjoy, notably by publishing a privacy policy on its website. The Advertiser or the Representative is informed that the privacy policy of Extime JCDecaux Airport is published on the website www.jcdecaux.fr.

Any processing of personal data that would be carried out by one of the Parties as the joint responsible party or as a subcontractor of the other Party must be the subject of a personal data processing agreement.

Article 15 - Modifications

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

Article 16 – Governing Law – Jurisdiction clause

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

Article 17 – Evidence convention

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