

## GENERAL CONTRACT CONDITIONS

### JCDECAUX/RED

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## I. INITIAL PROVISIONS

### 1. GENERAL AND SPECIFIC CONDITIONS

- 1.1) The conditions foreseen in this document ("**General Conditions**") shall apply to all contracts entered into between JCDECAUX/RED and the Advertiser (as defined in Clause 2 below), pursuant to which JCDECAUX/RED undertakes, with the Advertiser, to provide services for the production and/or display of advertising content, upon payment of a certain amount and for a certain period, as specified in the provisions which, in particular, have been agreed between the Parties verbally and/or in writing, by means of any documents, including postal and/or electronic communications, purchase and/or advertising orders, among others (the "**Special Conditions**").
- 1.2) Agreements concluded under the previous paragraph will henceforth be referred to as "**Contracts**" or, individually, by "**Contract**", with the present General Conditions and the Special Conditions being an integral part of such contracts.
- 1.3) The JCDECAUX/RED Code of Conduct for External Communication, as published on the website <https://www.jcdecaux.pt/> is also included in the Contracts or the Agreement.
- 1.4) In the event of a conflict between the General Conditions and the Special Conditions, the provisions of the Special Conditions shall prevail.

### 2. PARTIES

The parties to the Contract will be:

- (i) The commercial company JCDECAUX PORTUGAL - Mobiliário Urbano e Publicidade, Lda. ("**JCDECAUX**") and RED PORTUGUESA - Publicidade Exterior, S.A. ("**RED**"), as indicated in the Special Conditions (hereinafter jointly referred to as "**JCDECAUX/RED**");
- (ii) In the case of contracting production services, as provided for in Clause 4, the company PURBE - Publicidade Urbana e Gestão, Lda. ("**4PURBE**");
- (iii) The natural person or legal entity contracting with JCDECAUX/RED or PURBE, as identified in the Particular Conditions (the "**Advertiser**"); e

(JCDECAUX/RED and Advertiser shall hereinafter be jointly referred to as "**Parties**")

### 3. LICENSES, PERMITS, RENTS AND INSURANCE

- 3.1) It is the responsibility of JCDECAUX/RED:
  - a) Requesting and obtaining any and all licenses or authorizations necessary for the installation of advertising content, as well as for the implementation of the respective advertising campaigns;
  - b) The payment of all costs incurred in obtaining any licenses or authorizations legally required for the full compliance with the Contract's terms;
  - c) The payment of fines or any compensation imposed on the Advertiser as a result of JCDECAUX/RED failing to apply for the licenses or not making the payments mention in the paragraphs a) and b) above;a)b)
  - d) The payment due to the owner of the space where the advertising media are installed;

- e) The taking out and maintenance in force of the insurance policies necessary and appropriate for the exercise of the activity carried out by JCDECAUX/RED, as well as to cover any situation related to accidents that may occur with the panels, *billboards* and other means of displaying advertising content.
- 3.2) Without prejudice to the provisions set in point 3.1) a) of the preceding paragraph, the Advertiser shall, whenever requested to do so by JCDECAUX/RED, and at no cost to the Advertiser, provide all necessary assistance in obtaining the licenses or authorizations legally required for JCDECAUX/RED's full performance of the Contract.3.1)a)
- 3.3) If the Advertiser is charged with any fines or penalties or is required to pay any sums or compensation as a result of JCDECAUX/RED's failure to apply for the licenses or to make the payments, in accordance with the terms set out in paragraph 3.1) above, the Advertiser may make the respective payment and charge the sum in question to JCDECAUX/RED, which is free to assume or refuse any responsibility for the facts in question.3.1)
- 3.4) If JCDECAUX/RED is called upon to assume its liability at a stage when the Advertiser has not yet been ordered to pay any fines or penalties, it may still do so and, if so, it must assume the bonds on which the law makes the suspension of any proceedings brought against the Advertiser for the reasons referred to above dependent, and also bear the relevant procedural costs.
- 3.5) In the situation provided for in the preceding paragraph, the Advertiser undertakes to hand over to JCDECAUX/RED the amounts borne by it as a security deposit which, at the end of the procedure, are returned to the Advertiser.
- 3.6) If the the Advertiser carries out special creativities on the billboards, and considering the fact that city council licenses are always issued on a precarious basis, the fees charged may change, as the respective city councils may classify the campaign under articles of unconsidered table of fees.

## II. PRODUCTION

### 4. SITUATIONS IN WHICH PRODUCTION IS ENSURED BY JCDECAUX/RED/PURBE

- 4.1) Whenever production is the responsibility of JCDECAUX/RED, such activity will be carried out by the company PURBE, and the service will be invoiced by the latter.
- 4.2) For the correct operation and execution of the production, the Advertiser undertakes to comply with the following procedure:
- a) The final artwork must be sent to JCDECAUX/RED and/or PURBE seven (7) working days before the campaign is due to start;
- b) The final artwork must be accompanied by the following elements:
- Product to be communicated;
  - Number of topics to be produced;
  - JPG file for viewing the final artwork sent.
- 4.3) The Particular Conditions may establish different deadlines and procedures, which the Advertiser must comply with.
- 4.4) The Advertiser must communicate and/or make available all the elements requested by the Advertiser for the purposes of producing the advertising materials.

- 4.5) When drawing up the final artwork, the Advertiser must take into account the technical specifications available on the JCDECAUX/RED website at the following link: <https://www.jcdecaux.pt/estudos-e-documentos/fichas-tecnicas>.
- 4.6) The services carried out by PURBE are contractually independent from the Display/Affixation Services provided by JCDECAUX/RED and are invoiced separately.
- 4.7) The General Conditions apply to all services carried out by PURBE, including the production services provided for under this Clause, and references to JCDECAUX/RED in these General Conditions shall be understood as also referring to PURBE, with the necessary adaptations.

## **5. SITUATIONS IN WHICH PRODUCTION IS ENSURED BY THE ADVERTISER**

### **DELIVERY OF THE MATERIAL TO BE DISPLAYED**

- 5.1) Whenever the Advertiser is responsible for the production of advertised content, it undertakes to deliver the respective materials to JCDECAUX/RED at the address "Beco da Aviação, n.º 1, Granja do Alpriate, 2625-607 Vialonga, Portugal", on working days, between 7:00 a.m. and 12:00 p.m. and 1:00 p.m. and 4:00 p.m., within 7 (seven) working days before the scheduled start date of the campaign.
- 5.2) If the Advertiser fails to comply with the deadlines referred to in the previous paragraph, regardless of the reason given, there will be no need to modify the Special Conditions, particularly with regard to the display period and the price.
- 5.3) If there is a delay in the supply of advertising material, but it is delivered before the date set for the start of the campaign, JCDECAUX/RED undertakes to use its best endeavors to ensure that it is displayed before that date, and the Advertiser shall bear all additional costs borne by JCDECAUX/RED, as result of such extraordinary endeavors.
- 5.4) The material delivered by the Advertiser to JCDECAUX/RED under the terms of the previous paragraphs must always be accompanied by the respective transport guide and an image to visualize what is to be displayed.
- 5.5) The number of posters to be delivered to JCDECAUX/RED must be 30 (thirty) per cent higher in winter (between December 1st and February 28th) and 20 (twenty) per cent higher in other seasons than the number of faces agreed in the Special Conditions.
- 5.6) JCDECAUX/RED accepts no liability whatsoever in the event of defective display, whether as result of the type of printing, the ink, the paper or the drying system used, in particular ultraviolet, when screen printing, as well as the Advertiser's failure to comply with any other quality and/or format requirement contained either in these General Conditions or in the Particular Conditions of the Contract.

### **CHARACTERISTICS, QUALITY REQUIREMENTS AND CONTENT OF ADVERTISING MATERIALS**

- 5.7) The material delivered by the Advertiser to JCDECAUX/RED under the terms of the previous paragraphs must comply with the characteristics and minimum quality requirements indicated in the Special Conditions and on the JCDECAUX/RED website <https://www.jcdecaux.pt/estudos-e-documentos/fichas-tecnicas> (...).
- 5.8) JCDECAUX/RED is free to make technical changes to the advertising material due to the need to adapt or adjust them to the advertising media, provided that these changes do not affect the respective content.

- 5.9) JCDECAUX/RED reserves the right, by means of a written and reasoned communication addressed to the Advertiser, to refuse to display advertising material that contains, in any of its elements, including graphics and text, any allusions of political / partisan nature, religious, offensive to the good name of any person, legal or natural, and to good morals, as well as all other content that, by law, cannot be the subject of advertising.
- 5.10) If the Advertiser is aware that the advertising materials in question, in view of their content, present legal constraints in accordance with the prohibitions and limitations contained in the applicable legislation on advertising, it must share this information with JCDECAUX/RED at the time of concluding the contract, so that, if possible, due diligence can be taken.
- 5.11) If the advertising materials delivered by the Advertisers are not considered non-compliant by JCDECAUX/RED, but, due to legal requirements, considering their content, cannot be displayed on certain media, given their location, JCDECAUX/RED will propose alternative solutions within the capacity and availability of its media network; the fact that the Advertiser refuses the proposed solutions or that no alternative solutions have been proposed, due to the incapacity and/or unavailability of the media network, does not constitute a situation of non-compliance on the part of JCDECAUX/RED.
- 5.12) For the purpose of JCDECAUX/RED assessing and deciding on the conformity of the advertising materials under the terms of the previous paragraphs, the Advertiser undertakes to provide JCDECAUX/RED, in digital format, copies of the advertising materials it intends to have in the campaign (image for each theme) until the 10th (ten) working day before the date set for the start of the campaign.
- 5.13) The fact that JCDECAUX/RED is obliged to remove the advertising materials from the respective media, on the grounds that their content is illegal, in compliance with any judicial or administrative decision, does not suspend or extinguish the Advertiser's obligation to make full payment of the price, as agreed in the Special Conditions.
- 5.14) In the event that JCDECAUX/RED is judicially or administratively ordered to pay any compensation, fine and/or penalty on the grounds that the content of the advertising materials produced or ordered to be produced by the Advertiser is unlawful, it shall have the right of recourse against the Advertiser for any and all sums it has paid.

## **6. FUTURE DISPOSAL OF USED AND UNUSED ADVERTISING MATERIAL**

- 6.1) At the end of each campaign, JCDECAUX/RED will immediately destroy all advertising materials used.
- 6.2) The provisions of the previous paragraph do not apply to unused advertising materials, which may be recovered or reused by the Advertiser, but only for a maximum period of one (1) year from the end of the campaign in question, after which, if their recovery or reuse has not been previously requested by the Advertiser, they shall be immediately destroyed.

## **III. AFFIXATION/DISPLAY**

### **7. CONTENT DISPLAY SERVICES**

- 7.1) The content display services shall be provided by JCDECAUX/RED in compliance with the terms and conditions set out in these General Conditions and the principles and guidelines

set out in the Code of Conduct, and also in accordance with the terms set out in the Particular Conditions, which shall expressly provide, in a clear and unequivocal manner, the price, period and faces of display (the "**Display Services**").

- 7.2) JCDECAUX/RED reserves the right, for imperative reasons of placement, to anticipate or delay for a maximum period of 48 (forty-eight) hours the starting date of the display stipulated in the Particular Conditions of Contract, and, to this end, must inform the Advertiser in writing, as well as explain the underlying reasons; "imperative reasons of placement" are considered to be strike situations, adverse weather conditions, social or political disorders, among others.
- 7.3) The display period, as defined in the Special Conditions, will not be altered in any way and will start counting from the day of actual display.
- 7.4) Once the advertising materials have been displayed, JCDECAUX/RED will send the Advertiser photographic proof of the display, consisting of a maximum of 10 (ten) photographs. If the Advertiser wishes to have professional photographs taken (i.e. taken by a professional), they must request this service from JCDECAUX/RED, which will have an associated fee.

#### **8. EXTRA DISPLAYS**

Advertisers wishing to display additional items outside the agreed period will be charged for such additional displays.

#### **9. CANCELLATION OF CAMPAIGNS**

- 9.1) If the Advertiser decides not to proceed with a given campaign under the terms agreed with JCDECAUX/RED, the former shall, nevertheless, be obliged to pay the agreed price on time and in full, which shall be due as compensation for the Services that JCDECAUX/RED is no longer able to provide to other clients on the advertising media in question, reserved for the Advertiser.
- 9.2) The preceding paragraph also applies to ongoing campaigns, in which case the Advertiser is also obliged to pay all expenses and costs incurred by JCDECAUX/RED as a result of the early withdrawal of the advertising materials.
- 9.3) The provisions of the previous paragraphs also apply to situations in which JCDECAUX/RED is notified by any public body to withdraw the materials on the grounds that the subject of the campaign is illegal, the definition of which is the sole and exclusive responsibility of the Advertiser.

#### **10. REDUCTION OF ADVERTISING SUPPORTS AND LIGHTING**

- 10.1) If, during an advertising campaign, or before it begins but after it has been contracted, advertising media or spaces are abandoned, removed or reduced, and such events aren't caused by JCDECAUX/RED, the Parties may agree to transfer some or all of the elements covered by the Contract to other advertising media or spaces, or to extend the period of use of the remaining media, or to reduce the Contract and, correspondingly, the price paid by the Advertiser.
- 10.2) If the Parties fail to reach an agreement under the terms of the previous paragraph, the Contract shall be deemed to have been reduced with regard to the spaces removed, and the price paid by the Advertiser shall be readjusted proportionally accordingly.
- 10.3) The lighting of advertisements complies with the following terms and times:

- a) In general, MUPI's, shelters and billboards are connected to public lighting, which makes it so their operating schedule is the same as the one set for public lighting, as there is the impossibility of JCDECAUX/RED to alter such schedule. The connection to the electricity grid is made by the competent authorities of the municipality where the installation takes place;
  - b) Equipment installed in shopping centers complies with the lighting standards of the shopping center in which it is installed; and
  - c) Other equipment, which is identified in the contract proposal as illuminated, is automatically illuminated as each day ends, by means of photoelectric cells, and is switched off at two o'clock in the morning.
- 10.4) The Parties may establish in the Schedule a different schedule for the lighting of the equipment referred to in point 9.3) c) of the previous paragraph.10.3)c)

#### **11. IRREGULARITIES IDENTIFIED DURING THE CAMPAIGN**

- 11.1) Advertisers must notify JCDECAUX/RED as soon as they become aware of any irregularities identified in the display of advertising materials, by sending a duly substantiated written communication to the e-mail address [jcdecaux.pt@jcdecaux.com](mailto:jcdecaux.pt@jcdecaux.com).
- 11.2) Once the communication referred to in the previous paragraph has been received, JCDECAUX/RED shall immediately carry out the following checks *on site* of the irregularities reported and, if possible, take steps to ensure that they are rectified within 48 (forty-eight) hours of receipt of the communication.
- 11.3) Irregularities must be reported during advertising campaigns, as otherwise JCDECAUX/RED will not be able to confirm them *on site*, not being liable, therefore, for any damages allegedly incurred by the Advertiser.
- 11.4) The provisions of the previous paragraphs do not apply in situations where the irregularities/deficiencies identified concern advertising materials produced by the Advertiser.

#### **12. COMPETING PRODUCTS**

JCDECAUX/RED does not guarantee, even if it makes its best efforts to do so, that competing products can't/won't be displayed alongside the Advertiser's advertising supports.

### **IV. PRICE AND INVOICING**

#### **13. PRICE**

- 13.1) JCDECAUX/RED shall charge the price set out in the Special Conditions for the contractually agreed services.
- 13.2) The Advertiser shall be invoiced separately for any additional costs incurred by JCDECAUX/RED on behalf of or at the request of the Advertiser.

#### **14. INVOICING AND PAYMENT**

- 14.1) At the beginning of each display period, and for that period, the JCDECAUX/RED will send the Advertiser the respective invoice with the start date of the advertising campaign.
- 14.2) The Advertiser must settle the invoices, by check or bank transfer, within a maximum of 30 (thirty) days from the date of issue.



## **V. RESPONSIBILITY**

### **15. LIMITATIONS OF LIABILITY**

- 15.1)** Under no circumstances may JCDECAUX/RED claim from the Advertiser, or vice versa, any type of liability arising from loss of profits, even if based on non-performance or defective performance of the Contract.
- 15.2)** In any case, and without prejudice to the previous paragraph, the liability of the JCDECAUX/RED is limited to situations of non-compliance arising from acts committed with intent or serious fault by JCDECAUX/RED and/or its legal representatives and/or its assistants/collaborators.

### **16. COMPLIANCE**

- 16.1)** The definitive breach of the obligations established in the Contract by either Party shall entitle the non-defaulting Party to terminate the Contract, without prejudice to any right to compensation.
- 16.2)** Termination of the Contract, under the terms of the preceding paragraph, shall operate automatically if the defaulting Party does not put an end to the default within a maximum period of 8 (eight) days following interpellation to that effect which specifies, with reasons, which obligations are considered to have been breached.

### **17. CASES OF FORCE MAJEURE**

- 17.1)** The Advertiser may not claim any compensation from JCDECAUX/RED for failure to comply or defective compliance with the obligations contractually laid down for JCDECAUX/RED, including interruptions in display or in the contractually agreed display period, when such situations are due to cases of force majeure, i.e. extraordinary, unforeseeable circumstances beyond the will and control of JCDECAUX/RED.
- 17.2)** Cases of force majeure include acts of vandalism, unforeseeable and unavoidable acts of nature, acts of war, epidemics, strikes and acts of terrorism, power failures, adverse weather conditions, as well as all facts that are beyond the control of JCDECAUX/RED and that make it impossible to fulfill any obligation in the agreed manner and timeframe.
- 17.3)** When, during the term of the Contract, an event or fact occurs which is considered, under the terms of this Clause, to be a case of force majeure and which prevents the punctual and total fulfillment of the obligations contractually assumed by JCDECAUX/RED, JCDECAUX/RED undertakes to make all reasonable efforts within its reach with a view to swiftly restoring the service under the contracted terms.
- 17.4)** In the cases provided for in this Clause, JCDECAUX/RED shall not be obliged to provide the services contractually agreed, nor to pay any compensation to the Advertiser, who shall not be obliged to pay the full price, which shall be readjusted in relation to the actual period of display.



- 17.5)** For JCDECAUX/RED to be able to invoke force majeure, it must, as soon as it becomes aware of it, notify the Advertiser in writing, providing proof of the event invoked and its effects on the performance of the Contract.
- 17.6)** If, as a result of a case of force majeure, it is not possible to obtain any administrative or other license or authorization on which the law or contract makes the validity of a given campaign dependent, the Advertiser and JCDECAUX/RED will jointly decide whether or not to carry out that campaign and, if so, the participation of each in the responsibilities that may arise from carrying it out.

## **VI. FINAL PROVISIONS**

### **18. CONTRACT DURATION**

- 18.1)** The duration of the Contract shall be as set out in the Particular Conditions, but it shall not be subject to any renewal.
- 18.2)** The effects of the Contract shall be retroactive to the date provided for in the Schedule as the date of commencement of the Contract.

### **19. ASSIGNMENT OF THE CONTRACTUAL POSITION**

- 19.1)** Neither Party may, without the prior written consent of the other Party, assign its contractual position in the Contract to third parties, exception of the assignment of the contractual position of either Party to its affiliated companies (as defined in article 484 of the Commercial Companies Code).
- 19.2)** The party wishing to assign its contractual position must request the written consent of the other party by means of electronic or postal communication.
- 19.3)** If consent has not been given within 20 (twenty) days of the communication referred to in the previous paragraph being sent, it shall be deemed not to have been given.
- 19.4)** Once the assignment of the contractual position has taken place under the terms of this Clause, it must be communicated by registered letter to the other Party within a maximum period of 8 (eight) days.

### **20. CONFIDENTIALITY**

- 20.1)** The Parties undertake to keep confidential and to maintain secrecy with regard to all information that has come to their knowledge or will come to their knowledge in relation to the other Party, in particular, but without limitation, with regard to the activity of the other Party, products, services and materials delivered in the performance of the Contract, as well as the conditions of conclusion of the Contract or information related thereto, undertaking not to disclose the same without the prior formal written approval of the other Party.
- 20.2)** The Parties undertake, in particular, to:
- a)** Restrict the disclosure of confidential information only to those employees and/or collaborators for whom the disclosure of such information is essential for the fulfillment of the Contract;
  - b)** To keep confidential and not disclose any data concerning the other Party that they may become aware of through or within the scope of this Contract, namely, but not limited to,

information relating to business processes, internal operations, methodologies, *know-how* and prices.

- 20.3)** In the event of a breach of the obligation of confidentiality, the defaulting Party shall be liable for all damages, harm and losses suffered by the other Party as a result of its breach.
- 20.4)** The obligations of secrecy and confidentiality imposed under the terms of this clause shall remain in force for the duration of the Contract and after its termination, and shall only cease:
  - a)** With the express written consent of the other party;
  - b)** If the information is or becomes public knowledge; or
  - c)** If the disclosure of information considered confidential is imposed by a mandatory legal rule or is the result of a judicial or administrative order.
- 20.5)** JCDECAUX/RED reserves the right to include in its presentations and commercial documents advertising material that has previously been displayed on any of its commercial media or those of companies belonging to the same commercial group.
- 20.6)** Unless previously refused by the Advertiser, JCDECAUX/RED reserves the right to transmit, for statistical purposes, information intended for compilations on outdoor advertising.

## **21. JURISDICTION**

- 21.1)** The Parties undertake to try to find solutions to any conflict or unforeseen event that may arise during the duration of this Contract, in a spirit of good faith and through dialogue and mutual cooperation, endeavoring to reach, by amicable agreement, an adequate and equitable solution.
- 21.2)** If it is not possible to reach a solution by agreement, under the terms of the previous paragraph, the Parties acknowledge that for any questions or disputes arising from the interpretation or execution of this Contract, the jurisdiction of the district of Lisbon is competent, with express waiver of any other.