

1. TERMS GOVERNING ORDERS

- 1.1 Where the Order does not specify who the Principal is, the person who signs the Order as client will be the Principal.
- 1.2 Where an Agent signs the Order, the Agent warrants that it is authorised to act as agent on behalf of the Principal.
- 1.3 Once it is signed, the Order will form the Agreement of the Parties on these Terms and Conditions.
- 1.4 The Principal is ultimately responsible for paying the Fees. The Agent (if any) will have authority to agree amendments, to approve Copy and Artwork, to receive notices, etc.

2. DISPLAY OF COPY

- 2.1 The Contractor will display Copy at the Sites for the Display Period. The Contractor may remove Copy during the Removal Period, although the Contractor may choose to display Copy beyond the End Date at no cost to the Principal.
- 2.2 The Contractor may in its discretion substitute planned Sites for other Sites of a similar quality where the Contractor considers this is necessary.
- 2.3 The Contractor may re-format or make minor alterations to Copy in order to comply with the Landlord's requirements, to ensure compatibility with Site types or to accommodate slight variations in inventory of the same Site type.
- 2.4 The display of Copy on certain digital format Site types (including cross-track projection (XTP) on the London Underground) is subject to interruption or obstruction.
- 2.5 The Contractor will only provide photographs or a posting report if expressly agreed in the Order.
- 2.6 The Contractor may refuse to display Copy which does not comply with the sales and copy acceptance policy set out on the Contractor's website or the Restrictions. Where such Copy was provided in good faith and has not breached any of the warranties in clause 7.2, the Principal will not have to pay Fees for periods during which the Copy was not displayed.

3. SUPPLY OF MATERIAL

- 3.1 For traditional (non-digital) advertising, all Copy and Artwork must be supplied to the Contractor by the time and at the place indicated by the Contractor. Copy must be printed and meet the relevant Production Specifications.
- 3.2 For digital advertising, all Copy and Artwork must be delivered in the electronic format and by the time indicated by the Contractor. Copy must meet the relevant Production Specifications.
- 3.3 If the Order says that the Contractor will undertake Production Services, the Principal must provide Artwork no less than 4 weeks before the Start Date. Artwork imagery should be print ready (at least 300 dpi) and any illustrations (including logos) in Vector format (in respect of campaigns to be displayed in the UK) and HR PDF format or such other format as may be specified at the time of booking (in respect of all other campaigns.)
- 3.4 If Copy or Artwork does not meet the Production Specifications, or is not delivered in the correct format or delivery method, then it will be treated as not delivered.
- 3.5 Approval or acceptance of Copy or Artwork by the Contractor does not mean that it complies with Advertising Standards or the Principal's warranties in clause 7.2.
- 3.6 If Copy or Artwork is not delivered correctly, the Contractor does not have to display it, but the Principal will still have to pay the Fees. Once Copy or Artwork is delivered correctly, the Contractor will try (using reasonable endeavours) to provide Production Services and/or display the Copy, but it may not be possible to do so within the relevant Posting Period(s).

4. DESIGN SERVICES

- 4.1 The Contractor will provide the design services (if any) specified in the Order.
- 4.2 The Principal grants the Contractor a non-exclusive revocable licence of all intellectual property rights in and to the Artwork (including, for instance, any copyright and trade marks) reasonably required by the Contractor to design advertisement copy and to perform its other obligations in the Agreement without infringing any third party's rights. The Principal warrants to the Contractor as a condition of the Agreement that the Principal has the right, capacity, power and authority to give the licence contained in this clause 4.2.

- 4.3 The Contractor will provide draft advertisement copy to the Principal. The Principal will have 3 Working Days to accept or reject this draft copy. Where the Principal rejects this (or any revised draft copy), the Contractor will produce revised draft copy for approval, and the Principal will have another 3 Working Days to accept or reject this revised draft copy.

- 4.4 Where design services are to be provided free of charge, the Contractor will produce the initial draft copy and no more than three (3) revised drafts. All further design work will be charged at the Contractor's standard rate of £150 (where the Order is with Exterion Media (UK) Limited) or €250 (in all other cases) for each subsequent revised draft.

- 4.5 If the Contractor has acted in good faith to try to produce acceptable Copy but the draft copy or revised draft copy has not been accepted at least ten (10) days before the Start Date, then the advertising campaign will be deemed to be cancelled but the Principal will still be liable to pay the Fees for the campaign. For this reason, the Principal acknowledges that time is of the essence in providing Artwork and any necessary feedback.

- 4.6 Once approved, draft copy will become "Copy" for the purposes of the Agreement.

- 4.7 Any intellectual property rights in the Copy created by the Contractor shall belong to the Contractor. On payment of a licence fee of £500, the Contractor will grant the Principal a non-exclusive licence to use the Contractor's rights in the Copy. Of course, this licence fee does not relate to any third party intellectual property rights in the Copy.

5. PRINTING

The Contractor will provide the printing services (if any) specified in the Order.

6. PAYMENT AND INVOICES

- 6.1 The Principal agrees to pay the Fee(s) by the Due Date.
- 6.2 If Fee(s) are not paid on time, the Contractor may (without prejudice to any other remedy, or the Principal's obligation to pay) refuse to display or withdraw Copy.
- 6.3 Original invoices will be sent to the Principal or (if directed by the Agent) the Agent.
- 6.4 If the Principal fails to pay the Fee(s) on time, the Contractor may require that any other Orders with the Principal are paid at least 10 Working Days before the relevant Start Dates (and these amended payment terms will form part of such other Orders).
- 6.5 Subject to any applicable variations set out in clause 21, any unpaid Fees will accrue interest at a rate of four percent (4%) above the Bank of England base rate from time to time. In addition, the Contractor may engage third party(s) to enforce the Contractor's rights, and the Principal agrees to indemnify the Contractor for all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Contractor or any third party appointed by or on behalf of the Contractor in connection with the enforcement of the Principal's payment obligations under this Agreement.
- 6.6 The Contractor may set off liabilities owed to the Principal against liabilities owed by the Principal.
- 6.7 Sums payable under this Agreement are exclusive of value added tax (VAT) or its equivalent. On being presented with a valid VAT invoice, the Principal will pay any VAT which is properly chargeable in addition to the sum otherwise due.

7. WARRANTIES, LIABILITY AND INDEMNITY

- 7.1 The Contractor will comply with legal requirements relating to the use and maintenance of Sites.
- 7.2 The Principal warrants and undertakes that:
 - (a) Copy will comply with the Advertising Standards, the Restrictions and any other restrictions made known to the Principal;
 - (b) it will have and pay for all necessary licences and consents for the posting, display and reproduction of Artwork or Copy;
 - (c) neither Artwork nor Copy infringe the copyright or other intellectual property rights of, or defame, any person; and
 - (d) no Copy will contain harmful content or enable unauthorised access to the Contractor's computer systems.
- 7.3 The Principal will indemnify and keep the Contractor indemnified against all

actions, proceedings, costs, damages, expenses, penalties, claims, demands and liability (including legal fees) incurred and arising from any breach by the Principal of the above warranties or any other term of the Agreement.

- 7.4 The Contractor may refuse to display or continue to display Copy which does not or which in the Contractor's opinion may not comply with the warranties and undertakings above. The Principal will be obliged to pay the Fee(s) in full notwithstanding that the Copy has not been displayed.
- 7.5 The terms of the Agreement set out the full extent of the Contractor's obligations and liabilities in respect of the display of Copy and the provision of the Production Services.
- 7.6 Performance of this Agreement is subject to suspension variation or cancellation by the Contractor (in whole or in part) owing to events, circumstances or causes beyond the Contractor's reasonable control. The Contractor will be entitled to be paid the Fee(s) up to and until the time at which such suspension, variation or cancellation occurs but the Contractor will not be liable to pay damages losses or expenses as a result or in respect of such suspension, variation or cancellation.
- 7.7 If Copy is damaged, incorrectly displayed or not illuminated properly and the defect is remedied within five (5) Working Days after being notified, the Contractor will not be liable to give credit for Fee(s).
- 7.8 The Contractor's liability under this Agreement will not exceed the amount of the Fee(s).
- 7.9 Where the Contractor acknowledges any error(s) in the performance of its obligations, the error(s) may be remedied by the Contractor by an overshoot of Copy, the display of additional Copy (including new artwork), the substitution or addition of Sites, or any of these. These will constitute a good discharge of the Contractor's obligations to display Copy.
- 7.10 Any term which might be implied or incorporated into the Agreement by law or otherwise is excluded to the fullest extent permitted by law.
- 7.11 The Contractor will not be liable to the Principal for loss of profit, indirect or consequential loss or damage howsoever caused (whether or not the Contractor was advised of the possibility of such loss).
- 7.12 Nothing in the Agreement shall exclude or limit the Contractor's liability for the tort of deceit or for death or personal injury caused by its negligence.

8. ALLOWANCE FOR NON-DISPLAY

- 8.1 If Copy is not displayed for the full Display Period, the Contractor will make an allowance of the proportionate part of the media fee payable by the Principal for the part of the Display Period during which the Copy was not displayed. However, no allowance will be payable in respect of any day(s) of the Display Period to the extent that the Contractor has displayed at least 95% of Copy due to be displayed on such day(s).
- 8.2 Any allowance owing under clause 8.1 may be satisfied by the Contractor by way of an overshoot of Copy, the display of additional Copy (including new artwork), the substitution or addition of Sites, or any of these.

9. CANCELLATION, TERMINATION & AMEDEMMENT

- 9.1 The Principal may cancel an advertising campaign by notice in writing to the Contractor:
- (a) for any Special Advertisement campaign, on the basis that the Principal will remain liable to pay the Fee for such campaign(s) in full; and
- (b) for any other campaign:
- (i) if notice is given at least ninety (90) days before the Start Date: without payment of the Fee;
- (ii) if notice is given less than ninety (90) days but at least seventy-five (75) days before the Start Date: on payment of a cancellation charge equal to 15% of the gross amount of such campaign plus payment of all production fees (where costs have been incurred by the Contractor);
- (iii) if notice of cancellation is given less than seventy-five (75) days but at least sixty (60) days before the Start Date: on payment of a cancellation charge equal to 30% of the gross amount of such campaign plus payment of all production fees (where costs have been incurred by the Contractor);
- (iv) provided that notice of on payment of a cancellation

cancellation is duly given less than sixty (60) days but at least forty-two (42) days before the Start Date for the relevant campaign:

- (v) if notice of cancellation is given less than forty-two (42) days before the Start Date:

charge equal to 40% of the gross amount of such campaign plus payment of all production fees (where costs have been incurred by the Contractor); and

on payment of the Fees in full.

The Principal and the Contractor acknowledge that these cancellation charges are a reasonable pre-estimate of the Contractor's loss in the event of a cancellation by the Principal. Where the Principal has given notice of cancellation under clause 9.1, the Contractor shall be entitled to sell the Sites relating to the cancelled campaigns to third parties irrespective of whether the Principal has complied with the payment obligations for cancellation.

- 9.2 The Contractor may terminate the Agreement forthwith by notice in writing to the Principal if:
- (a) the Principal becomes bankrupt or commits an act of bankruptcy or makes any assignment for the benefit of his creditors or enters into any arrangement with his creditors or (if a company) becomes insolvent or if any petition for the winding up or administration of the company is presented or if any other step is taken for the purposes of the appointment of an administrator or an administrative receiver of the company or if any steps are taken or negotiations commenced by the company or by any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the company and its creditors; or
- (b) the Principal ceases (or in the Contractor's reasonable opinion threatens to cease) to carry on business;
- (c) if any fee(s) to be paid by the Principal are in arrears for twenty-one (21) days; or
- (d) if there has been a material breach by the Principal of any terms of the Agreement; or
- (e) in the circumstances described in clause 15.

- 9.3 In the event the Principal wishes the Contractor to agree any amendment to the terms of the Agreement (whether regarding the Sites or the Posting Period relating to any advertising campaign or otherwise), the Contractor shall have absolute discretion to agree or reject any such amendment, and the Contractor may make agreement of any such amendment subject to the payment by the Principal of an administration fee of two hundred and fifty pounds (£250.00) (where the Contractor is Exterion Media (UK) Limited) or three hundred and fifty Euro (€350.00) (in all other cases).

10. CONSEQUENCES OF TERMINATION

- 10.1 Following termination of the Agreement or cancellation of an advertising campaign the Principal will pay the Contractor all outstanding Fee(s) plus any interest payable under clause 6.5.
- 10.2 Termination of the Agreement and payment of Fee(s) will not prejudice any other rights of action or remedy which the Contractor may have.
- 10.3 In the event of termination under clauses 9.2(a) or 9.2(b) the Contractor may continue to display any Copy and may enter into any agreements with third parties that the Contractor considers appropriate to secure payment for continuing such display.
- 10.4 In the event of a termination by the Contractor for the reason set out in clause 15 or non-display, removal, etc. for the reason set out in clause 2.6, the Principal must pay in full the Fee(s) for the Sites up until the time at which the display is discontinued together with any other Fee(s) due. The Contractor will not be liable to pay any damages losses or expenses to the Principal as a result of such termination, non-display, removal or discontinuance, or any suspension, variation or cancellation of advertising.

11. VALIDITY

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, the other provision of the Agreement will continue to be valid.

12. SURPLUS MATERIAL

- 12.1 Copy in the Contractor's possession which is not collected within ten (10) days from the end of the Removal Period will become the Contractor's property and may be disposed of.

12.2 Digital copies of Artwork or Copy relating to an Order in the Contractor's possession will be kept on file for two years, after which it may be disposed of.

13. NOTICES

13.1 Subject to any applicable variations set out in clause 21, all notices under the Agreement must be given in writing, in English and be delivered by courier, recorded delivery, facsimile or email to the address of the other Party set out on the Order or to any other address, e-mail address, or facsimile number subsequently notified to the other Party in writing.

13.2 A notice shall be deemed to have been duly given:

- (a) if delivered by courier, at the time of delivery;
- (b) if sent by recorded delivery, 48 hours after posting if the recipient of the notice is within the same country as the sender or 5 days if the recipient is in a different country from the sender; and
- (c) if sent by facsimile or email, at the time of sending, provided such notice is confirmed within 48 hours by either courier delivery or posting a copy by recorded delivery to the appropriate address,

provided that if the date on which a notice is received is not a Working Day, notice will be deemed to be duly given on the next Working Day.

13.3 Notices to the Contractor must be addressed to the Customer Service Department and copied to the Legal Director.

14. ASSIGNMENT & NOVATION

Generally, neither Contractor nor Principal may assign, transfer, charge or part with its rights and/or obligations under this Agreement, although: (a) the Principal will, at the Contractor's request and expense, cooperate with the Contractor to procure the novation of the Agreement to the Landlord or any other party nominated by the Landlord on such terms as the Contractor may reasonably require and will execute such documentation / take such action as the Contractor may reasonably request in relation to such novation (this is to ensure continuity of advertising services in the event that the Contractor's rights in respect of any Site(s) come to an end before a campaign has been displayed in full); and (b) the Contractor may sub-contract, assign or transfer its rights and/or obligations to display Copy.

15. REMOVAL FOR PURPOSES OF LANDLORD'S UNDERTAKING

If the Landlord at any time in its absolute discretion requires the display of Copy at his property to be interrupted or discontinued then the Contractor may interrupt or discontinue such display of Copy without prior notice to the Principal and upon any such action of the Landlord the Contractor may cancel any campaign or terminate the Agreement whether in whole or in part. The Contractor's liability is limited as outlined in clause 10.4 above.

16. JURISDICTION AND GOVERNING LAW

Subject to any applicable variations set out in clause 21, the Agreement shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

17. VARIATION OF TERMS AND FUTURE ORDERS

Any amendment to the Terms and Conditions, or any other term of this Agreement, must be made in writing and signed by or on behalf of the Principal and the Contractor.

18. ENTIRE AGREEMENT

The Order and these terms and conditions together set out the whole agreement between the Parties relating to the subject matter hereof and supersede any and all prior quotes, proposals, options, agreements, arrangements and understandings between the Parties relating to that subject matter.

19. WAIVER

No delay, neglect or forbearance on the part of either Party in enforcing against the other party any term or condition of the Agreement will be, or be deemed to be, a waiver or in any way prejudice any right of that party under the Agreement.

20. CONFIDENTIALITY

Each Party will maintain the confidentiality of the other Party's Confidential Information (and the Principal shall procure that the Agent maintains the confidentiality of the Contractor's Confidential Information) and shall not, without the prior written consent of the other, use, disclose, copy or modify

the other Party's Confidential Information other than as necessary for the performance of its rights and obligations under the Agreement. "Confidential Information" shall mean in relation to the other Party, information (whether in oral, written or electronic form) belonging or relating to that Party, its business affairs or activities which is not in the public domain and which (i) is marked as confidential or proprietary; (ii) the receiving Party is advised is of a confidential nature; or (iii) due to its character or nature, a reasonable person in a similar position under similar circumstances would treat as confidential. The Contractor's Confidential Information includes the Fees payable under the Agreement.

21. LOCAL LAW VARIATIONS

21.1 To the extent that campaigns are to be displayed in ITALY, the following additional terms or variations apply:

- (a) Clause 6.5 is deleted and replaced in its entirety with the following provision:

Any unpaid Fees will accrue interest at a rate equal to the legal rate as defined by the Ministry of Economics on an annual basis. In addition, the Contractor may engage third party(s) to enforce the Contractor's rights, and the Principal agrees to indemnify the Contractor for all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Contractor or any third party appointed by or on behalf of the Contractor in connection with the enforcement of the Principal's payment obligations under this Agreement.

- (b) Clause 13.1 is deleted and replaced in its entirety with the following provision:

All notices under the Agreement must be given in writing, in English or in Italian and be delivered by courier, recorded delivery, facsimile or email to the address of the other Party set out on the Order or to any other address, e-mail address, or facsimile number subsequently notified to the other Party in writing.

- (c) Clause 16 is deleted and replaced in its entirety with the following provision:

The Agreement shall be governed by and construed in accordance with Italian Law and the parties agree to submit to the exclusive jurisdiction of the Italian Courts.

21.2 To the extent that campaigns are to be displayed in SPAIN, the following additional terms or variations apply:

- (a) local terms relating to various types of inventory / products (for instance, posting periods, removal periods, displaying calendars) will apply to the extent they are set out on Exterion Media Spain, S.A.'s Spanish website (for instance, www.exterionmedia.es; www.exterionmedia.es/Nuestros-Productos/).

- (b) Clause 16 is deleted and replaced in its entirety with the following provision:

The Agreement shall be governed by and construed in accordance with Spanish Law and the parties agree to submit to the exclusive jurisdiction of the Spanish Courts.

21.3 To the extent that campaigns are to be displayed in FRANCE, the following additional terms or variations apply:

- (a) Clause 6.5 is deleted and replaced in its entirety with the following provision:

Any unpaid Fees will accrue interest at a rate of at three times the legal interest from time to time. In addition, the Contractor may engage third party(s) to enforce the Contractor's rights, and the Principal agrees to indemnify the Contractor for all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Contractor or any third party appointed by or on behalf of the Contractor in connection with the enforcement of the Principal's payment obligations under this Agreement.

- (b) Clause 13.1 is deleted and replaced in its entirety with the following provision:

All notices under the Agreement must be given in writing, in English or in French and be delivered by courier, recorded delivery, facsimile or email to the address of the other Party set out on the Order or to any other address, e-mail address, or facsimile number subsequently notified to the other Party in writing.

- (c) Clause 16 is deleted and replaced in its entirety with the following provision:

The Agreement shall be governed by and construed in accordance with French Law and the parties agree to submit to the exclusive jurisdiction of the French Courts.

21.4 To the extent that campaigns are to be displayed in IRELAND, Clause 16 is deleted and replaced in its entirety with the following provision:

The Agreement shall be governed by and construed in accordance with Irish Law and the parties agree to submit to the exclusive jurisdiction of the Irish Courts.

21.5 To the extent that campaigns are to be displayed in the NETHERLANDS, the following additional terms or variations apply:

(a) Clause 9.1 is deleted and replaced in its entirety with the following provision:

The Principal may cancel advertising campaign(s) by notice in writing to the Contractor on the basis that the Principal will remain liable to pay the Fee(s) for such campaign(s) in full.

(b) Clause 16 is deleted and replaced in its entirety with the following provision:

The Agreement shall be governed by and construed in accordance with Dutch Law and the parties agree to submit to the exclusive jurisdiction of the Dutch Courts.

22. DEFINITIONS

"Advertising Standards"	the applicable legal requirements and regulations in force relating to the content of advertisements or promotional messages.
"Agent"	anyone appointed by the Principal to administer an Order and enter into this Agreement on its behalf.
"Agreement"	the Order and these Terms and Conditions.
"Artwork"	artwork, information and materials the Contractor requests to undertake Production Services.
"Contractor"	the relevant Exterion Media group company(s) where advertising is to be displayed (Exterion Media (UK) Limited (in the UK), Exterion Media Spain, S.A. (in Spain), Exterion Media (Italy) S.r.L. (in Italy) Exterion Media (Netherlands) B.V. (in the Netherlands), Exterion Media (Ireland) Limited (in Ireland) and Exterion Media (France) S.A. (in France)).
"Copy"	material intended for display by the Contractor.
"Display Period"	(a) on a traditional Site, the period from the end of the Posting Period until the beginning of the Removal Period; and (b) on a digital Site, the period and sequence agreed with the Principal on the Order.
"Due Date"	the date payment is due as specified on the Order, and where no date is specified, the Due Date is 28 days from the date of the invoice.
"End Date"	the end date for a campaign under the Order, whether called the "end date", "expiry date", "out of charge date", or by any other name.
"Fee(s)"	the fee(s) specified in the Order.
"Landlord"	the person (whether a landlord, licensor, transport authority or otherwise) from whom the Contractor has its rights to display advertising at a Site.
"Order"	an order for media space and/or Production Services signed on behalf of the Principal and the Contractor(s).
"Parties"	the Contractor(s) and the Principal.
"Posting Period"	for each Site type, the period for fixing Copy described on the Contractor's website or as otherwise described to the Principal or Agent by the Contractor.
"Principal"	(a) the person who submits an Order; or (b) where submitted by an Agent, the principal named in the Order.
"Production Services"	the services of designing Copy and/or printing Copy (as appropriate).
"Production"	the Contractor's technical specifications for Copy or

"Specifications"	Artwork.
"Removal Period"	for each Site type, the period for removing Copy described on the Contractor's website or as otherwise described to the Principal or Agent by the Contractor.
"Restrictions"	advertising restrictions imposed by Landlords at various Sites (e.g. "no gambling ads").
"Sites"	the locations where the Contractor may display advertisements.
"Special Advertisement"	any product called a "Special Advertisement" in the Order including, in the UK, anything with the words "Mega", "Fully", "Arch", "Domination", "Frieze", "Vinyl", "Landmark" or "Special" in it.
"Start Date"	the start date for a campaign under the Order, whether called the "start date", the "in charge date", or by any other name.
"Working Day"	a working day in the country where the relevant Contractor is based.