

# GENERAL TERMS AND CONDITIONS OF BUSINESS OF WALLDECAUX – A DIVISION OF WALL GMBH

## GENERAL TERMS AND CONDITIONS

### 1. SCOPE

**1.1** These General Terms and Conditions apply to all offers, contracts, and performances rendered by Wall GmbH for clients who are served by its WallDecaux division – hereinafter referred to as “WallDecaux”. In addition, Special Terms and Conditions, which contain additions to and deviations from these General Terms and Conditions, apply to individual advertising media; these are, specifically:

- (a) City Light Media,
- (b) Digital media,
- (c) Poster media, and
- (d) Transport media (public transportation and rail station media).

The following order of precedence applies to individual contractual elements: Individual agreements take precedence over the General and Special Terms and Conditions (jointly “General Terms and Conditions of Business”); furthermore, provisions in the Special Terms and Conditions take precedence over provisions in the General Terms and Conditions. If multiple advertising media are booked in a single order, then the respective Special Conditions for each advertising medium shall apply.

**1.2** Solely the General Terms and Conditions of Business of WallDecaux shall apply. Divergent or supplementary terms and conditions of business maintained by the client shall be valid only if and insofar as WallDecaux has agreed to them expressly in writing. The General Terms and Conditions of Business of WallDecaux shall also apply for future offers, contracts, and performances, even if these General Terms and Conditions are not agreed to separately again.

**Note:** City Light Posters on public streets in Munich are governed by the General Terms and Conditions of Business of DSMDecaux GmbH. These Terms and Conditions will be provided upon request.

### 2. PLACEMENT OF ORDER/CONCLUSION OF CONTRACT

**2.1** WallDecaux's offers are subject to change and are not binding. By placing an order, the client submits a binding offer to enter into a contract within the meaning of Art. 145 of the BGB (German Civil Code). A contract does not arise until WallDecaux provides written order confirmation.

**2.2** When an order is placed, the client must identify the advertiser and the product type that is to be advertised. Orders placed by advertising agencies and other intermediaries will only be accepted if documentation is provided that their client has officially retained them by contract. Furthermore, the advertisers and product types must be identified by name in orders placed with WallDecaux. Subsequent changes in the advertising campaign by the client require the express written approval of WallDecaux.

**2.3** WallDecaux is entitled to require submission of the advertising content (e.g. images, advertising media) seven calendar days before the agreed advertising start date. WallDecaux is entitled to reject orders – including individual orders within the scope of a larger order – on the basis of content, origin, or technical format, provided WallDecaux cites uniform, objectively justified principles for this rejection. On these same grounds WallDecaux may also temporarily or permanently halt advertising campaigns that have already begun. In particular, grounds for rejection or cancellation are given if the advertising content violates laws, regulations, or orders by judicial or regulatory authorities, or if WallDecaux cannot reasonably be expected to publish them. Publication may be viewed as unreasonable particularly if the advertising content is xenophobic, glorifying of violence, dehumanizing, extremist, or likely to endanger the morals or welfare of children or young people. WallDecaux is entitled, but not obligated, to review advertising content for compliance with the preceding provisions before publication.

**2.4** WallDecaux's confirmation that it will use the advertising content provided by the client does not constitute a confirmation that said advertising content are legally permissible.

**2.5** WallDecaux is entitled to reject or terminate an advertising campaign if WallDecaux cannot reasonably be expected to post or place the advertising media for structural or operational reasons.

**2.6** In the aforementioned cases (Sections 2.3 and 2.5), WallDecaux shall be entitled to withdraw from existing contracts or advertising campaigns that are already underway.

**2.7** WallDecaux is entitled to use third-parties (e.g. partner companies, subcontractors, and freelancers) to fulfill its contractual performance obligations. WallDecaux shall select and supervise these third-parties with the diligence customary in the industry with a view to proper and expert fulfillment of the contract.

**2.8** The approval of the other party to the contract is required to assign to third-parties rights and obligations arising from or contained within the contract. However, WallDecaux is entitled without the approval of the client to assign to an affiliated company within the meaning of Art. 15ff. of the German Companies Act (AktG) rights and obligations arising from or contained within the contract.

**2.9** Irrespective of Sections 2.3 and 2.5, WallDecaux shall be entitled to terminate the contract without notice if the contractual advertising rights granted to WallDecaux or the official permits for advertising locations no longer apply (special right of termination).

The contractual relationship shall end at the latest upon invalidity of the advertising rights or official permits. In such cases, the client shall receive back overpaid remuneration for the period following termination on a pro rata basis. The client shall not have any further claim to recover damages arising from such termination.

**2.10** The Code of Conduct for OOH display, which can be downloaded at [www.walldecaux.de/downloads/code-conduct](http://www.walldecaux.de/downloads/code-conduct) in a version that can be saved, also applies.

### 3. TERM

The length of the advertising period shall be determined according to WallDecaux's booking schedule, which the client will be informed of and can be viewed at [www.walldecaux.de](http://www.walldecaux.de).

### 4. LOCATION PREFERENCES/EXCLUSION OF COMPETITION

**4.1** In the case of network bookings, the client has no right to select specific advertising locations.

**4.2** WallDecaux undertakes no warranty that competitors will be excluded from using its advertising services.

### 5. WITHDRAWAL BY THE CLIENT

The client may withdraw from the contract in writing up to 60 calendar days prior to the agreed first posting date. The client must bear all costs that have accrued up to the point of withdrawal (e.g. production costs).

### 6. PRICES/TERMS OF PAYMENT

**6.1** The stated prices do not include any applicable value added tax. Prices published in WallDecaux's media portfolio are subject to change and are not binding.

**6.2** If a client places an order for the first time or for the first time in three years (and is thus a new customer), the client is obligated to make advance payment. WallDecaux must receive advertising fees in full prior to the start of the advertising campaign. If advance payment has not been agreed to, then invoiced amounts shall be due at the latest eight calendar days after the agreed upon advertising start date.

**6.3** If WallDecaux grants a discount for early invoice payment (“Skonto”), then this discount does not apply to additional costs that result within the course of the advertising campaign (e.g. technical costs, production costs, or posting costs), but rather to media services. These additional costs are due without any discounts for early payment.

**6.4** If the client owes additional costs or interest payments, the client's payments shall be credited to the additional costs first, then to the interest payments owed, and finally to the principal amount due.

**6.5** A payment shall be deemed to have been made only once WallDecaux has the funds at its disposal. Checks shall be accepted only for the purpose of payment, without an obligation arising in this regard. Payment by check is not deemed to have been made until the cashed check is actually credited to WallDecaux's account. All fees or expenses incurred during collection shall be borne by the client.

**6.6** Statutory default interest shall be charged in the event of non-payment or deferment of payment.

**6.7** If the client is in default of payment or WallDecaux becomes aware, after conclusion of contract, of circumstances that justify objective and substantial doubts about the client's creditworthiness and jeopardize WallDecaux's collection of payment, WallDecaux can make the realization or continuation of the advertising campaign contingent on an advance payment or the provision of a security. If WallDecaux's demand for advance payment or the provision of a security is not fulfilled within a reasonable period to be set by WallDecaux, WallDecaux shall be entitled to cancel the contract and/or demand compensation for damages.

**6.8** The client is entitled to offset payments it owes with receivables owed to it by WallDecaux, but only if receivables owed to the client are uncontested or have been confirmed by a court of law.

**6.9** The client shall only be entitled to offset or retain payments if the receivables owed to the client are based on the same contractual relationship and have been confirmed by a court of law or are uncontested.

### 7. GROUP ACCOUNTING CLAUSE

WallDecaux is entitled to offset receivables owed by the client to it or affiliated companies with payables owed to the client by it or affiliated companies. If requested, WallDecaux will provide information to the client about the companies with which it is affiliated. The client hereby agrees that all securities it provides shall also serve to indemnify debts owed by the client to companies with which WallDecaux is affiliated. Furthermore, all securities provided by the client to companies with which WallDecaux is affiliated shall also serve to indemnify monies owed to WallDecaux by the client – regardless of the legal basis for these monies being owed.

## 8. MATERIAL DELIVERY

**8.1** The delivery and production of the advertising material and content shall be at the expense and risk of the client. The technical requirements placed on the advertising material and content to be delivered and the deadlines for delivery are specified in the Special Terms and Conditions valid for each advertising media.

**8.2** If WallDecaux cannot carry out the order or cannot carry it out on time because the advertising materials were not delivered, were delivered late, or were not delivered in the correct number or format, this shall not release the client from its payment obligations. Nevertheless, WallDecaux shall credit the client for avoided expenses. If the client is late in providing the advertising materials but does provide them before expiration of the contracted advertising campaign, WallDecaux shall use its best efforts to post said advertising materials, potentially for a shortened advertising period, although there is no obligation in this regard. In the event of successful late posting, the client shall be obligated to pay WallDecaux the special expenses resulting from late delivery or delivery in an inappropriate format. If the client rejects late posting because of the special expenses, the client nevertheless remains obligated to pay the contracted fees for normal posting.

## 9. RESPONSIBILITY FOR ADVERTISING CONTENT/GRANT OF RIGHTS

**9.1** Responsibility for advertising content and third-party content to which reference is made in the advertising posted by WallDecaux shall be borne exclusively by the client. Furthermore, the client is solely responsible for the design, recognizability, and suitability of advertising content. In particular, the client is responsible for ensuring that said content does not violate legal, regulatory, or contractual regulations, court orders, third-party copyrights or other third-party property rights. By placing an order, the client transfers to WallDecaux all rights that are necessary for the realization of the advertising campaign. In particular, this includes all usage rights, ancillary copyrights, and other rights that are necessary for the publication of the content in analog and digital advertising media as part of the client's order. The client guarantees that he has the aforementioned rights at its disposal and is entitled to transfer them. The foregoing provisions also apply to advertising content that is drafted or designed by WallDecaux at the request of the client, insofar as WallDecaux acted in accordance with the client's specifications.

**9.2** The client indemnifies and holds harmless WallDecaux from all third-party claims in this regard. In the event of a third-party claim, the client shall immediately, truthfully, and completely provide WallDecaux with all information necessary to review the claims and mount a defense. Without prejudice to any further claims for the recovery of damages on the part of WallDecaux, the client shall reimburse WallDecaux for reasonable expenditures and expenses arising from claims lodged by third-parties. The foregoing shall apply in particular to costs that arise for mounting a necessary legal defense.

## 10. PRECEDENCE FOR STATION BRANDING, DIGITAL BRANDING AREAS AND POSTER GALLERIES

**10.1** In the case of City Light Media and poster media in subway stations and Digital City Light Media in waiting areas, WallDecaux reserves the right to relocate advertising for a limited period and at its own expense to other subway stations or waiting areas if the original advertising locations are required for Station Branding (i.e. when all advertising surfaces in a subway station available to WallDecaux and affiliated companies are provided for a limited time to a single client), for a Digital Branding Area (i.e. the exclusive booking of all digital advertising surfaces in a subway station or waiting area), or for a Poster Gallery (i.e. when all posting location behind the track in a subway station available to WallDecaux and affiliated companies are provided for a limited time to a single client).

**10.2** In such cases, WallDecaux shall notify the client immediately and designate other advertising locations that shall be provided to the client as a substitute. Alternatively, WallDecaux will increase the frequency of display at the remaining locations. If the client is not interested in the designated substitute advertising locations, the client shall be entitled to cancel the order, but only with regard to the affected advertising locations. If the client does not object in writing within 14 calendar days after notification of necessary relocation for Station Branding, a Digital Branding Area, or Poster Gallery, WallDecaux shall assume that the client consents to the posting of the client's advertising media in the designated substitute locations.

## 11. DEFAULT IN PERFORMANCE/GUARANTEES

**11.1** WallDecaux shall not be liable for non-execution, interruption, premature termination, delay, defective performance, or other disruption of the advertising in cases in which WallDecaux is not responsible or when the causes are beyond the control of WallDecaux, in particular due to force majeure (e.g. insurrection, regulatory interventions, construction and demolition measures carried out or commissioned by public institutions, power outages, IT breakdowns, strikes, operational disturbances, weather conditions, damage, or other impairments to the advertising surfaces caused by third-parties). Cases beyond the control of WallDecaux also include warning messages (MoWaS/KATWARN) published by WallDecaux due to force majeure events (e.g. storm surge, major fire, severe weather warning, etc.).

**11.2** WallDecaux shall check on the posted advertising material periodically at reasonable intervals. In the event of non-execution, interruption, premature termination, delay, defective performance, or other disruption of the advertising in cases in which WallDecaux is not responsible, WallDecaux shall, at WallDecaux's discretion, provide substitute advertising in place of the affected advertising location or surface by (i) posting at another advertising location or surface or (ii) extending the advertising period of the remaining advertising surfaces or media, or by (iii) crediting the customer. The measure to be implemented will be selected based how long the advertisement was impaired in relation to the booking period. If a substitute posting is undertaken and this substitute posting fails to adhere to contract, the client may demand a proportional decrease in advertising fees or withdraw from the contract in this regard. If it is objectively no longer possible to achieve the intended purpose of the advertising through a substitute posting, WallDecaux shall refund to the client the advertising fees already paid for the individual advertising media or surfaces that have actually been lost or otherwise affected.

**11.3** The client shall not be entitled to any further claims of recompense.

**11.4** Minor deviations or departures from the terms agreed to for the posting of the advertising shall not constitute a defect or default in performance, provided this deviation is of a nature customary in the industry. A one-day deviation from the planned start or end date for the advertising campaign shall be considered a minor deviation. Minor interruptions to the display of the advertising that are caused by maintenance or cleaning shall not constitute a defect or default in performance.

**11.5** The client shall give notice in writing of obvious defects immediately after they come to the client's attention – at the latest, however, within 30 calendar days after the end of the advertising period. The client must state in detail the reason for the complaint and submit image material.

## 12. OTHER LIABILITY

**12.1** WallDecaux shall bear liability for damages arising from willful intent and gross negligence, including that of its agents, in accordance with statutory provisions. The foregoing shall also apply to wrongful death, injury, or impairment of health that occurs from negligence. In the case of damage to property and pecuniary loss caused by negligence, WallDecaux and its agents shall only bear liability when core contractual obligations have been breached; furthermore, the amount of liability will be limited to damages that are typical for the type of contract and were foreseeable at the time of the conclusion of contract; core contractual obligations are defined as key elements of the contract, the fulfillment of which the client can depend on.

**12.2** To the extent that WallDecaux provides technical information or acts in an advisory capacity and said information or advice is not part of the contractual scope of performance, this is done free of charge and to the exclusion of any liability.

## 13. ASSIGNMENT OF RECEIVABLES AS SECURITY BY ADVERTISING SERVICE PROVIDERS

If the client is an advertising agency and/or intermediary, the client shall assign to WallDecaux as a security the receivables to which the client is entitled in in the scope to which the advertising campaign is carried out by WallDecaux. WallDecaux shall accept the assignment. The client shall remain entitled to collect the receivables provided that the client ensures that WallDecaux's share of the fee or compensation is paid properly to WallDecaux. If the client is unable to fulfill this condition, WallDecaux shall be notified in writing so that WallDecaux can disclose the assignment and demand payment on the basis of the assignment.

## 14. DATA PROTECTION

Should personal data be processed, this will be done in accordance with legal requirements applicable at the time. The data protection policy of WallDecaux can be found under the following link: [www.walldecaux.de/datenschutz](http://www.walldecaux.de/datenschutz).

## 15. SEVERABILITY CLAUSE

If the provisions of these General Terms and Conditions or the Special Terms and Conditions or other agreements between WallDecaux and the client should be or become invalid or impracticable in whole or in part, this shall not affect the remaining valid provisions. Valid provisions that most closely approximate the economic purpose of the invalid provision will be adopted and shall apply. If reinterpretation is impossible for legal reasons, the contractual partners undertake to stipulate supplementary provisions in accordance with the preceding clause. The preceding provision shall apply analogously if a gap requiring supplementation becomes apparent during the interpretation or performance of the order underlying the General Terms and Conditions of Business or other agreements.

## 16. LEGAL VENUE/APPLICABLE LAW

**16.1** If the client is a businessperson, a legal entity in public law or a special fund regulated by public law, the sole legal venue shall be Berlin. The same shall apply in the event that the client's residence or habitual abode is unknown at the time when legal action is instituted. Nevertheless, WallDecaux shall be entitled to file suit against the client at the court of jurisdiction that presides over the client's business or residential address.

**16.2** WallDecaux's legal relations with the client, including these General Terms and Conditions as well as the Special Terms and Conditions, shall be subject to the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

## SPECIAL TERMS AND CONDITIONS FOR CITY LIGHT MEDIA

### 1. SCOPE

**1.1** These Special Terms and Conditions are valid for WallDecaux's offers, contracts, and performances in the area of City Light Media, including specifically:

- (a) City Light Posters (CLPs), including Subway City Light Posters (Subway CLPs), Airport City Light Posters (Airport CLPs), and ShoppingNet CLPs,
- (b) City Light Pillars (CLSs), and
- (c) City Light Boards (CLBs), including Airport City Light Boards (Airport CLBs).

**1.2** If the client books a multimedia advertising package in which City Light Media are combined with others forms of advertising, the Special Terms and Conditions for each respective advertising media shall apply.

### 2. ADVERTISING SURFACES

City Light Media are glass-clad advertising displays that provide a surface for the posting of advertisements. There are many forms of City Light Media, including tram and bus shelters, advertising pillars, advertising notice boards, display cabinets, scrolling poster displays for the rotating display of up to three posters, as well as other street furniture, all of which are generally backlit. Lighting is activated based on the operational hours of the local public lighting system and may partially be restricted due to contractual and/or statutory regulations.

### 3. DELIVERY OF THE ADVERTISING MEDIA/BACKUP POSTERS

**3.1** The poster material required for the realization of the advertising campaign, including backup posters pursuant to Section 3.4 of these Special Terms and Conditions, shall be delivered at the client's risk and expense no later than 14 calendar days before the agreed initial posting date to the respective address designated for the network booked. The client will be informed of the delivery addresses; the current address list can be viewed at [www.walldecaux.de/downloads](http://www.walldecaux.de/downloads).

**3.2** The advertising material must be delivered in the format, quality, etc. specified by WallDecaux. The client will be notified of the delivery requirements; the current technical specifications can be viewed at [www.walldecaux.de/downloads](http://www.walldecaux.de/downloads).

**3.3** Laminating, cutting and labeling must take place at a print shop that has been certified by WallDecaux. If City Light Board posters are delivered that have not been laminated, WallDecaux shall be entitled to have the posters laminated at the client's expense.

**3.4** For an order volume of 1 to 30 posters, the client is obligated to deliver 20% backup posters per image and city; for more than 30 posters, the client is obligated to deliver 10% backup posters per image and city.

**3.5** If the client fails to deliver the advertising material, or fails to deliver said material on time and according to the preceding requirements, Section 8.2 of the General Terms and Conditions shall apply. If WallDecaux is nevertheless able to carry out the campaign, the client shall bear the special expenses caused by late delivery or necessary adaptation of the print data. In the event of late delivery, this shall amount to:

- (a) 20 euros per CLP (all formats pursuant to Section 1.1 (a) of these Special Terms and Conditions; this also applies to ShoppingNet CLPs),
- (b) 40 euros per City Light Pillar, and
- (c) 65 euros per City Light Board (all formats pursuant to Section 1.1 (c) of these Special Terms and Conditions).

In the event of necessary adaptation, the special expenses may be higher. Approval from the client for these expenses shall be obtained in advance.

## 4. DEFAULT IN PERFORMANCE/GUARANTEES

The General Terms and Conditions apply in this regard, particularly Sections 11 and 12. Within the scope of network bookings for CLPs, CLSs and CLBs, if the number of advertisements actually posted deviates from the number of booked advertisements by 3% or less (higher or lower), then the contract will still be considered to have been fulfilled by WallDecaux.

## 5. SPECIAL CONDITIONS FOR CITY LIGHT PILLARS AND CITY LIGHT BOARDS

When the client books individual City Light Pillars or City Light Boards within the scope of the "FlexCLS" or "FlexCLB" service offer (for the booking of individual displays), WallDecaux reserves the right to modify the position of the poster when scrolling poster displays are being used.

## 6. WITHDRAWAL BY THE CLIENT

Section 5 of the General Terms and Conditions apply.

## 7. RETURN OF POSTER MATERIAL/DISPOSAL

WallDecaux shall return unused poster material to the client only at the client's request and expense, provided that the client requests this in writing within seven calendar days after the end of the posting period. Otherwise the poster material shall become property of WallDecaux – without a right to compensation arising for the client – and WallDecaux may dispose of it.

## SPECIAL TERMS AND CONDITIONS FOR DIGITAL MEDIA

### 1. SCOPE

**1.1** These Special Terms and Conditions are valid for WallDecaux's offers, contracts, and performances in the area of digital media, including specifically:

- (a) Digital City Light Boards (DCLBs) on public streets,
- (b) Digital City Light Boards (DCLBs) in subway stations,
- (c) Digital City Light Posters (DCLPs) on public streets,
- (d) Digital City Light Posters (DCLPs) in subway stations, as well as for Programmatic campaigns.

**1.2** If the client books a multimedia advertising package in which digital media advertising is combined with other forms of advertising, the Special Terms and Conditions for each respective advertising media shall apply.

### 2. ADVERTISING MATERIALS/DELIVERY

**2.1** The client shall bear the risk and expense for the production and delivery of the advertising materials no later than 5 working days before the agreed upon start of the advertising period.

**2.2** The advertising materials must be delivered in the format, quality, folding, etc. specified by WallDecaux. The client will be notified of format requirements; the current technical specifications can be viewed at [www.walldecaux.de/downloads](http://www.walldecaux.de/downloads).

**2.3** If the client fails to deliver the advertising materials, or fails to deliver said materials on time and according to the preceding requirements, Section 8.2 of the General Terms and Conditions shall apply.

**2.4** If WallDecaux is nevertheless able to carry out the campaign, the client shall bear the special expenses caused by late delivery or necessary adaptation of the advertising materials. To cover special expenses in this regard, WallDecaux will charge a fee of 90 Euros per Digital City Light Poster or per Digital City Light Board. For the necessary adaptation of the advertising materials, WallDecaux will charge additional costs equal to 150 Euros plus VAT per hour. WallDecaux will communicate the amount of special expense incurred, in order to obtain approval from the client.

**2.5** WallDecaux can undertake minor postproduction services to adapt unsuitable advertising materials, but only at the client's expense and if timely arrangements are made.

### 3. DISPLAY OF ADVERTISING MEDIA

**3.1** The advertising materials will be displayed without sound.

**3.2** The advertising displays used by WallDecaux are maintained periodically and properly.

**3.3** The daily display of digital media depends on the operating hours (currently from 6 am to approx. 10 pm). These may also partly be or become restricted due to contractual and/or legal regulations.

#### 4. DEFAULT IN PERFORMANCE/GUARANTEES

**4.1** The General Terms and Conditions, particularly Sections 11 and 12, apply in this regard. The client acknowledges that digital displays are susceptible to minor deviations in chromatic appearance, due, for example, to short-term changes in environmental factors (e.g. changes in the weather). Such deviations do not constitute defects.

Furthermore, minor display flaws that neither negatively impact the recognizability of the advertising content nor comprise more than 3% of the surface of the display affected in each case may not be construed as a defect.

Furthermore, WallDecaux shall not be liable for failures or delays in the performance of its obligations under this contract due to failures or interruptions to telecommunication, internet, or network services; computer hacking; or other causes beyond WallDecaux's control.

**4.2** If there is a shortfall in the number of times the advertisement is shown, but this shortfall does not deviate by 3% or less (higher or lower), then the contract will still be considered to have been fulfilled by WallDecaux.

**4.3** WallDecaux shall not be liable for third-parties contracted by the client, particularly providers of text or image content, as well as for their performances. If WallDecaux uses third-parties (e.g. partner companies, subcontractors, and freelancers) to deliver text or image content, the General Terms and Conditions shall apply.

#### 5. LOCATION PREFERENCES/EXCLUSION OF COMPETITION

Section 4 of the General Terms and Conditions shall apply in this regard. The client has no right to insist on the display of advertising content in a specific order.

Furthermore, the client has no right to insist on the display or non-display of its advertising content next to or in connection with specific editorial or informational content.

#### 6. COMPENSATORY ADVERTISING/CAMPAIGN EXTENSIONS

**6.1** If the targeted volume of advertising is not reached by the end of the contract term, WallDecaux shall be entitled, but not obliged, to carry out advertising measures for a maximum period of three additional months ("compensatory period") until the targeted volume is reached.

**6.2** If WallDecaux does not reach the volume targeted by the end of the compensatory period or if WallDecaux does not exercise its right to conduct compensatory advertising measures, the client shall not be required to pay for the undelivered share of advertising.

#### 7. WITHDRAWAL BY THE CLIENT

Section 5 of the General Terms and Conditions shall apply in this regard.

#### 8. RETURN/DISPOSAL OF ADVERTISING MATERIALS

The advertising materials will be stored by WallDecaux up to 30 calendar days following the last day on which the advertising is shown. After 30 calendar days WallDecaux shall be authorized to destroy or delete the advertising materials.

#### 9. PROGRAMMATIC CAMPAIGNS

**9.1** Definitions for Programmatic Campaigns:

##### 9.1.1 Auctions

Advertising inventory can be offered within the framework of "Auctions"

- (a) In Open Auctions, advertising in WallDecaux's inventory is offered by auction to any client for a fixed minimum price (floor price), either as a guaranteed deal or as a non-guaranteed deal.
- (b) In Private Auctions, advertising in WallDecaux's inventory is offered by auction exclusively to selected and individually approved clients for a fixed minimum price (floor price), either as a guaranteed deal or as a non-guaranteed deal.

##### 9.1.2 Preferred Deals

In Preferred Deals, the parties agree on a fixed price for bookings (rather than a floor price) and a campaign duration.

- (a) In Guaranteed Deals, advertising in WallDecaux's inventory is offered to a specific client for a limited term at a fixed price, together with assurance of a certain inventory volume and impression count.
- (b) In Non-Guaranteed Deals, advertising in WallDecaux's inventory is not offered to a specific client. The campaign duration and inventory potential are offered at a fixed or floor price.

##### 9.1.3 Full/Managed Service

In the case of a Full/Managed Service, the entire order is handled by WallDecaux. The parties agree to specific volumes (duration, inventory, impressions, etc.) at a fixed price.

**9.2** If WallDecaux does not offer programmatic impressions via Open Auction, WallDecaux and the client shall coordinate in advance through a Supply Side Platform (SSP) in order to mutually determine the format (Private Auction, Preferred Deal, Guaranteed Deal, or Non-Guaranteed Deal) and other relevant conditions.

**9.3** If the parties have agreed that the client is to be offered advertising impressions, WallDecaux shall offer the relevant inventory through a Supply Side Platform (SSP) under the agreed conditions. The client shall accept the inventory through the SSP at the agreed conditions, insofar as required by the bidding format. If the parties have agreed that the client is to be admitted to a Private Auction initiated by WallDecaux, then WallDecaux shall activate the Private Auction and admit the client accordingly.

**9.4** Programmatic campaigns are invoiced as follows on the basis of the impression counts that have been agreed to with WallDecaux:

- (a) Within thirty (30) days after the end of each calendar month, WallDecaux shall invoice media costs to the client for advertising inventory purchased from WallDecaux's digital portfolio over the previous calendar month. In the case of campaigns that extend over multiple months, invoicing shall be pro-rated accordingly.
- (b) Invoicing shall be based on the number of impressions sold to the client and the CPM-based offer price for each sold impression listed in the WallDecaux booking system. In the case of non-guaranteed deals, invoicing shall take place based on the number of delivered impressions.
- (c) When booking guaranteed deals, the client shall commit to accepting the agreed impression count in full. If less than the agreed impression count is accepted, the full price will still be charged.
- (d) In the absence of an express and divergent agreement between the parties, the price information is given as net cost per thousand impressions (CPM), to which potentially applicable VAT must be added.

**9.5** If the client uses its own data and measurement tools (e.g. footfall data) to run Programmatic campaigns, WallDecaux shall not be charged for this. The client guarantees that it possesses all rights necessary for the use of these data. WallDecaux shall use the client's data only for the purpose of implementing the respective campaign.

**9.6** System-related maintenance may be necessary from time to time. The client shall not be entitled to compensation for downtimes attributable to such maintenance, provided that the maintenance period does not exceed four hours per week.

**9.7** WallDecaux shall be entitled, at its own discretion, to hire third parties (external service providers) for the performance of contractual services. Third-party service providers include:

- (a) cloud databases and other web services, particularly for the display of advertising material for the client;
- (b) third-party providers of ad servers, business intelligence tools, and content management systems that offer services in connection with advertising media, as well as third-party companies and service providers with whom WallDecaux has a service or work contract.

**9.8** Statutory provisions shall apply with regard to any copyright or patent matters.

**9.9** Unless expressly agreed to otherwise, scripts and other programming or design files (e.g. Flash, FLA, and VAST files) created during contract fulfillment shall remain the property of WallDecaux.

**9.10** The liability borne by WallDecaux for the loss of data provided by the client shall be limited to the typical recovery effort required given regular backup by the client (i.e. at least once a week).

**9.11** The client shall delete all stored confidential information – including in particular logins and passwords – from all storage media following its collaboration with WallDecaux.

## SPECIAL TERMS AND CONDITIONS FOR POSTER MEDIA

### 1. SCOPE

**1.1** These Special Terms and Conditions are valid for WallDecaux's offers, contracts, and performances in the area of poster media, including specifically:

- (a) Full pillar advertising dedicated to a single client,
- (b) General posting locations (i.e. pillars, notice boards, display cases, and tram and bus shelters that are lit or unlit, located above-ground or below-ground, either in and outside rail stations) that are available to multiple clients, and
- (c) Billboards and Metroboards on public streets, in or in front of subway stations, and in other areas.

**1.2** If the client books a multimedia advertising package in which poster media advertising is combined with other forms of advertising, the Special Terms and Conditions for each respective advertising media shall apply.

### 2. DELIVERY OF THE ADVERTISING MEDIA/BACKUP POSTERS

**2.1** The client shall bear the risk and expense for the production and delivery of the poster material, including backup posters, required for the realization of the advertising campaign pursuant to Section 2.5 of these Special Terms and Conditions. The poster material must be received by WallDecaux at the shipping address designated for the booked network no later than 8 calendar days before the agreed first posting date. This does not apply to poster material for Metroboards in Berlin, which must be received by WallDecaux no later

than 14 calendar days before the agreed first posting date. The client will generally be informed about the designated shipping address; the current address list can also be viewed at [www.walldecaux.de/downloads](http://www.walldecaux.de/downloads).

**2.2** The advertising material must be delivered in the format, quality, folding, etc. specified by WallDecaux. The client will be notified of the delivery requirements; the current technical specifications can be viewed at [www.walldecaux.de/downloads](http://www.walldecaux.de/downloads). The specified DIN formats must be adhered to.

**2.3** The client is hereby notified that posters must be suitable for wet gluing. Inks must be waterproof so that they do not run when wet. The inks must also be elastic so that they do not crack during folding. All sections of multi-section posters must be printed in the same direction.

**2.4** Billboard and Metroboard posters must be delivered marked with the sheet number and mapped. Posters for full pillar advertising and general posting locations that are larger than DIN A0 must be delivered carriage paid in three sections for 6/1 poster formats and four sections for 8/1 poster formats. Colored maculature paper must be delivered folded on euro palettes.

**2.5** For an order volume of 1 to 30 posters, the client is obligated to deliver 20% backup posters per image and city; for more than 30 posters, the client is obligated to deliver 10% backup posters per image and city.

**2.6** If the client fails to deliver the advertising material, or fails to deliver said material on time and according to the preceding requirements, Section 8.2 of the General Terms and Conditions shall apply. If WallDecaux is nevertheless able to carry out the campaign, the client shall bear the special expenses caused by late delivery or necessary adaptation of the print data. In the event of late delivery, this shall amount to:

- (a) 100 euros per station billboard (Metroboard),
- (b) 35 euros per billboard for other displays,
- (c) 40 euros per full pillar advertising location, and
- (d) 7 euros per general posting location.

In the event of necessary adaptation, the special expenses may be higher. Approval from the client for these expenses shall be obtained in advance.

### 3. DEFAULT IN PERFORMANCE/GUARANTEES

The General Terms and Conditions shall apply in this regard, particularly the provisions of Sections 11 and 12. Within the scope of network bookings for general posting locations, if the number of advertisements actually posted deviates from the number of booked advertisements by 3% or less (higher or lower), then the contract will still be considered to have been fulfilled by WallDecaux.

### 4. WITHDRAWAL BY THE CLIENT

Section 5 of the General Terms and Conditions apply in this regard.

### 5. RETURN OF POSTER MATERIAL/DISPOSAL

WallDecaux shall return unused poster material to the client only at the client's request and expense, provided that the client requests this in writing within 7 calendar days after the end of the posting period. Otherwise, the poster material shall become property of WallDecaux – without right to compensation arising for the client – and WallDecaux may dispose of it.

## SPECIAL TERMS AND CONDITIONS FOR TRANSPORT MEDIA (PUBLIC TRANSPORTATION AND RAIL STATION MEDIA)

### 1. AREA OF APPLICABILITY

**1.1** These Special Terms and Conditions are valid for WallDecaux's offers, contracts, and performances in the area of transport media, including specifically:

- (a) public transportation media, which comprise:
  - (1) indoor advertising in public transport vehicles (buses, trams, and subway cars) that is realized as indoor campaign media (side windows, floor graphics) or indoor permanent media (side windows, side strips, side walls, front walls, floor graphics),
  - (2) outdoor advertising on local public transit vehicles (buses, trams, and subway cars) that is realized as outdoor campaign media (Berlin Boards, Traffic Boards, Super Rears) or outdoor permanent media (full wraps, partial wraps as band with/without roof edge, roof edge, rear area), and
- (b) rail station media, including Station Branding and Poster Galleries as special forms of advertising.

**1.2** If the client books a multimedia advertising package in which transport media

advertising is combined with other forms of advertising, the Special Terms and Conditions for those other advertising media shall apply.

### 2. LOCATION PREFERENCES

Section 4 of the General Terms and Conditions shall apply with regard to location preferences. In particular, no guarantees are provided that the client's advertising will be used on specific public transport lines. However, with a view to local public transport advertising, WallDecaux will make an effort to ensure that advertising is initially placed on vehicles in a depot facility located at the start of the line requested by the client.

### 3. SPECIAL CONDITIONS FOR INDOOR ADVERTISING IN LOCAL PUBLIC TRANSPORT VEHICLES

**3.1** The client shall provide WallDecaux with a draft version of the advertising image and text content no later than 30 calendar days before the agreed advertising start date so that approval can be obtained from the public transport operator. Neither WallDecaux nor the public transport operator shall have any responsibility for the content of the advertisement as a result of the foregoing provision. Section 9 of the General Terms and Conditions shall apply.

**3.2** The parties shall reach an individual agreement concerning the contractual term for the advertising. If the contract is not cancelled three months before the end of the contractual term, it shall be automatically extended by one year.

**3.3** By placing an order, the client agrees to a fixed contractual term without a right to withdrawal. Section 5 of the General Terms and Conditions are not applicable to this type of order.

**3.4** The adhesive films required for the realization of the advertising campaign shall be delivered at the client's risk and expense no later than 20 calendar days before the agreed initial posting date to the respective address designated for the network booked. The client will be informed of the delivery addresses; the current address list can be viewed at [www.walldecaux.de](http://www.walldecaux.de).

**3.5** The adhesive films shall be delivered in the format, quality, folding, etc. specified by WallDecaux. The client will be notified of the delivery requirements. Compliance with the specified formats is absolutely mandatory.

**3.6** If the client fails to deliver the advertising materials, or fails to deliver said materials on time and according to the requirements stated above, Section 8.2 of the General Terms and Conditions shall apply. WallDecaux shall be entitled to postpone the advertising start date.

**3.7** If it becomes necessary to repair or replace the advertising during the agreed advertising period because of damage, destruction, removal, or other adverse effects beyond WallDecaux's control, WallDecaux shall carry out the replacement itself or through hired third-parties. The foregoing shall also apply to cases in which the transport vehicle is to be removed from service or replaced by another vehicle. In any of the aforementioned cases, the client shall be responsible for bearing the cost of and providing the backup advertising required for repair or replacement.

**3.8** If a transport vehicle is taken out of service only temporarily (e.g. due to schedule changes, repairs, maintenance, or technical inspection), the client shall not be entitled to compensation. If a transport vehicle is taken out of service for more than seven consecutive days or more than seven days in a calendar month, then WallDecaux shall be entitled, at its choosing, to extend to advertising period or to credit the client for the lost days.

**3.9** If a regulatory authority or the transit system operator imposes a partial or full ban on the advertising during the contractual period, WallDecaux shall have the right to extraordinary termination of the contract in writing and the client shall have no claim to compensation, whether in part or in full.

### 4. SPECIAL CONDITIONS FOR OUTDOOR ADVERTISING ON LOCAL PUBLIC TRANSPORT VEHICLES

**4.1** The client shall provide WallDecaux with a draft version of the advertising content no later than 40 calendar days before the agreed advertising start date so that approval can be obtained from the public transport operator. Neither WallDecaux nor the public transport operator shall have any responsibility for the content of the advertisement as a result of the foregoing provision. Section 9 of the General Terms and Conditions shall apply.

**4.2** The parties shall reach an individual agreement concerning the contractual term for the advertising. If the contract is not cancelled three months before the end of the contractual term, it shall be automatically extended by one year.

**4.3** By placing an order, the client agrees to a fixed contractual term without a right to withdrawal. Section 5 of the General Terms and Conditions are not applicable to this type of order.

**4.4** The advertising materials will be produced and installed by WallDecaux or hired third-parties (e.g. partner companies, subcontractors and freelancers) at the client's expense according to a design that is developed in coordination with the client. Printing

data must be created in line with WallDecaux's technical specifications, and must be provided to WallDecaux in the specified format no later than 30 calendar days before the agreed advertising start date.

**4.5** If it becomes necessary to repair or replace the advertising during the first two years of the agreed term of the advertising period because of damage, destruction, removal or other adverse effects or because of termination of a business, WallDecaux shall carry this out at its own expense. After this period, the client shall bear sole financial responsibility for the repair, replacement, or substitution of advertisements, particularly costs associated with providing replacement advertisements.

**4.6** If the client desires advertising to be replaced or substituted during the advertising period for reasons not related to Section 4.5 of these Special Terms and Conditions, then WallDecaux shall carry out this replacement or substitution only at the client's expense.

**4.7** In any event, the client shall bear costs for the removal of advertising.

**4.8** Sections 3.8 and 3.9 of the Special Conditions for Outdoor Advertising on Local Public Transport Vehicles shall apply in corresponding fashion.

## **5. SPECIAL CONDITIONS FOR STATION BRANDING, DIGITAL BRANDING AREAS AND POSTER GALLERIES**

**5.1** Order confirmation for Station Branding, Digital Branding Areas, and Poster Galleries is subject to approval by the relevant public transport operator. WallDecaux shall obtain this approval. To this end, the client shall provide a draft version of the advertising content no later than 40 calendar days before the first intended advertising start date. The client acknowledges that Station Branding images with large red or green areas are prohibited on station platforms. Even if the public transport operator makes its approval contingent on changes to the advertising image or text, the client's commitment to the order remains binding unless the client cannot reasonably be expected to make the necessary changes. If the advertising start date is postponed or other delays occur because of the approval and coordination process, the client cannot invoke any rights because of this. If weather conditions result in a postponement of the initial date, Section 10.2 of the General Terms and Conditions shall apply.

**5.2** By placing an order, the client agrees to a fixed contractual term without a right to withdrawal. Section 5 of the General Terms and Conditions are not applicable to orders of this type.

**5.3** Furthermore, when booking Station Branding, a Digital Branding Area, or a Poster Gallery, the client books a multimedia advertising package. Notwithstanding the provisions of Section 5, the Special Terms and Conditions for each advertising format shall apply to each component of the package.

## **6. DISPOSAL**

At the end of each advertising campaign, the advertising materials and draft versions shall become the property of WallDecaux – without any right to compensation arising for the client – and they may be disposed of.