

## A - Definitions

Unless the context otherwise requires, the capitalized terms used but not defined herein shall have the same meaning as in the Specific Terms and Conditions and:

**"Advertiser"** means the person, establishment, firm or company who purchases the use of advertising space from the Company (either directly or through an Agency) pursuant to the Contract.

**"Additional Technical Costs"** means the Technical Costs incurred in re-designing or making any modification, amendment or any other changes to the existing Artwork (whether resulting from a Contractor Order, a provision of the law, request of the Customer or otherwise).

**"Advertising Campaigns"** means the Standard Advertising Campaign and/or the Special Advertising Campaign (as specified in the Specific Terms and Conditions) to be conducted pursuant to the Contract (it being understood that more than one type of Advertising Campaign may be conducted under a single Contract).

**"Agency"** means the properly accredited agency that enters into the Contract for the purposes of conducting Advertising Campaigns on behalf of an Advertiser.

**"Airport"** means the Terminal A of the new Abu Dhabi International Airport.

**"Airport Premises"** means the main building and the surrounding premises of the Airport to which the Advertising Campaign relates.

**"Artwork"** means the advertising display materials printed and/or prepared by the Company on the basis of the Artwork Information for the purposes of the Standard Advertising Campaign.

**"Artwork Information"** means the design, logos, slogans, color codes, software and any other information and material (including all the material specified in the Production Specification Form) provided by the Customer to the Company for the preparation of the Artwork.

**"Authorization"** means any authorization, approval, license, permit required as the case may be for the display of the Special Advertising Campaign issued by any Competent Authority.

**"Company"** means JCDecaux Out of Home FZ-LLC a company incorporated under the laws of the Emirate of Abu Dhabi, with business license number 117 and registered office located at P.O Box 77869 Abu Dhabi, United Arab Emirates.

**"Competent Authority"** means any authority granting any Authorization.

**"Concession Agreement"** means the advertising concession agreement for the Airport entered into between the Company and the Contractor on 1 May 2019

**"Contract"** means the advertising contract entered into between the Company and the Customer, consisting of the Specific Terms and Conditions, the Production Specification Form and the Standard Terms and Conditions.

**"Contractor"** means Abu Dhabi Airports Company PJSC.

**"Contractor Orders"** means any directions, instructions, guidelines, prohibitions, restrictions or any other official orders issued by the Contractor.

**"Customer"** means the Advertiser and/or the Agency which enters into the Contract with the Company, as identified in the Specific Terms and Conditions.

**"Demonstrators"** means the personnel employed by the Advertiser in charge of (i) the supervision of the Equipment(s) and (ii) the operation of the promotional activities of the Advertiser.

**"Display Material"** means, for the purposes of the Standard Advertising Campaign, the Artwork and for the purposes of the Special Advertising Campaign, the Special Equipment.

**"Expiry Date"** means the date on which the Contract will end, as such date is stated in the Specific Terms and Conditions.

**"Force Majeure Event"** has the meaning given to it in Condition 1.10 (*Force Majeure*).

**"Insolvency Event"** means, in relation to a Party:

(a) being a company) passes a resolution for winding-up, administration, dissolution or liquidation or analogous procedure under the law of the Kingdom of the United Arab Emirates or a court makes an order to that effect; or

(b) being an unincorporated association) is dissolved or (being a natural person) dies; or

(c) becomes or is declared insolvent or bankrupt; or

(d) has a liquidator, receiver, administrator or similar officer appointed over any of its assets.

**"Installation Date"** means the date on which the Display Material is to be first installed or displayed for the purposes of the Advertising Campaign, as such date is specified in the Specific Terms and Conditions.

**"Media Price"** means the amount payable by the Customer to the Company for the use of the Standard Equipment and the Sites for the Advertising Campaign, as specified in the Specific Terms and Conditions.

**"New Extension"** means any new extension of the Airport Premises (such as a new terminal or concourse).

**"Parties"** means the parties that have entered into the Contract, namely the Customer and the Company, individually referred to as a **"Party"**.

**"Price"** means the total price of the Contract described as the "Net Total Price" in the Specific Terms and Conditions.

**"Production Specification Form"** means the form provided by the Company setting out the number, nature and characteristic features of the Artwork Information, which shall form an integral part of the Contract.

**"Promoters"** means the Advertiser's employees in charge of (i) the supervision of the Equipment and (ii) the operation of the promotional activities of the Advertiser in accordance with the terms and conditions of this Contract.

**"Removal Date"** means the date on which the Display Materials relating to the Advertising Campaign are physically removed from the Sites.

**"Sites"** means the Standard Sites and/or the Special Sites, as applicable.

**"Special Advertising Campaign"** means an advertising campaign in relation to which Special Equipment is used.

**"Special Equipment"** means the advertising materials (including but not limited to, exhibition stands, counters, iconic objects and sponsored services) supplied and placed by the Customer for the purposes of the Special Advertising Campaign.

**"Special Site"** means the area specified in the Specific Terms and Conditions for the display/placement of the Special Equipment by the Customer for the purposes of the Special Advertising Campaign.

**"Specific Terms and Conditions"** means the terms and conditions, constituting a part of the Contract, setting out the specific details of the Advertising Campaign including the Starting Date, duration, the Price, details of the Standard Advertising Campaign and/or the Special Advertising Campaign, the Sites and other specifications regarding the Advertising Campaign. For the avoidance of doubt, the Specific Terms and Conditions shall form an integral part of the Contract.

**"Standard Advertising Campaign"** means any advertising campaign falling within the standard advertising formats, involving only the Artwork and the Standard Equipment.

**"Standard Equipment"** means one or a series of advertising media such as lightboxes, wraps, stickers, mupis, seniors, panels and columns (as specified in the Specific Terms and Conditions) to be made available by the Company for the purposes of the Standard Advertising Campaign.

**"Standard Site"** means the area specified in the Specific Terms and Conditions for the installation of the Artwork and/or the Standard Equipment for the purposes of the Standard Advertising Campaign.

**"Standard Terms and Conditions"** means the standard terms and conditions set out herein, which shall be annexed to the Specific Terms and Conditions and shall form an integral part of the Contract.

**"Starting Date"** means the signing date of the Contract as specified in the Specific Terms and Conditions.

**"Suspension or Termination"** has the meaning given to it in Condition 1.4 (*End of the Concession*)

**"Technical Costs"** means all the costs, expenses and charges relating to printing, preparation, production, installation and maintenance of the Artwork, as specified in the Specific Terms and Conditions.

## B. Interpretation

(i) In this Agreement, except to the extent that the context requires otherwise:

(a) References to this Contract include the Specific Terms and Conditions, the Production Specification Form and the Standard Terms and Conditions.

(b) References to paragraphs and Conditions are references to such provisions of this Contract. References to a subparagraph or paragraph are to the relevant subparagraph or paragraph of the Condition in which it appears.

(ii) If there is any ambiguity, inconsistency, discrepancy or conflict between the provisions of the Specific Terms and Conditions and those of the Standard Terms and Conditions, then the former shall prevail.

(iii) A reference to an "official order" includes any rule, directive, request or guideline (whether or not having the force of law, but not being a law) of any governmental, intergovernmental or agency, department or regulatory, self-regulatory or other Contractor or organization.

(iv) A reference to a "person" includes a reference to a corporation, body corporate, association or partnership.

(v) A person includes a reference to that person's legal personal representatives, successors and permitted assigns.

## PART 1 - LEGAL CONDITIONS

### Condition 1.1 - Acceptance of the Standard Terms and Conditions

(i) The Contract constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter hereof and shall be to the exclusion of all other terms and conditions which a Customer purports to apply under any purchase order, confirmation of order, specification or any other document.

(ii) No variation to terms and conditions of the Contract or the Advertising Campaign shall have any effect unless expressly agreed in writing and signed by the Parties.

(iii) The Customer acknowledges that it has not relied on any statement, promise or representation made or given on behalf of the Company which is not set out in the Contract.

(iv) These Standard Terms and Conditions together with any additional term set out in the Specific Terms and Conditions, will be legally binding on the Parties in respect of each order submitted by the Advertiser one (1) business day after the date of the Specific Terms and Conditions unless (a) the Advertiser notifies the Company of an objection to the Specific Terms and Conditions within such period; or (b) a shorter timescale is agreed between the Parties.

(v) For the avoidance of doubt, failure by the Advertiser to return the signed Specific Terms and Conditions to the Company will not prejudice the terms of the Contract. Any performance by the Company will be deemed to be on these terms and conditions.

(vi) In the event of any conflict between these Standard Terms and Conditions and the Specific Terms and Conditions, the provisions of the Specific Terms and Conditions shall prevail.

### Condition 1.2 - Attestation of mandate

The Agency shall submit to the Company a copy of its trade license and any documentation signed by the Client attesting that the Agency has been granted the capacity to represent the Client for the purpose of the Advertising Campaign(s), on or prior to the signing date of these Standard Terms and Conditions.

### Condition 1.3 - Agency/ Partnership

The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided in this Contract.

### Condition 1.4 - End of the concession

(i) If a notice has been served under the Concession Agreement by either party thereto for the suspension or termination of the Concession Agreement, (the **"Suspension or Termination"**), the Company shall notify the Customer of such Suspension or Termination by written notice (the **"Contractor Notice"**) within two (2) weeks from the date of the notice.

(ii) It is acknowledged that upon the Contractor Notice, the Company may be entitled to terminate the Contract immediately.

(iii) Notwithstanding the Suspension or Termination, the Customer shall continue to pay the Price to the Company in accordance with the Contract until the Removal Date. To the extent the Customer has paid any part of the Price in advance, the Company shall refund the prepaid amounts for the period commencing on the Removal Date and ending on the Expiry Date originally stated in the Contract.

### Condition 1.5 - Term

(i) The Contract shall come into force on the execution date of the Contract.

(ii) All rights granted to the Advertiser under the Contract shall remain in full force and effect on the start date set forth in the Specific Terms and Conditions and remain in full force and effect for the duration period set forth in such Specific Terms and Conditions. For the avoidance of doubt, should

(a) the Contract include the rent of Standard Equipment(s) and/or Site(s) located in any New Extension and (b) be executed prior to the opening date to the passengers of such New Extension, the rights granted to the Advertiser for such Standard Equipment(s) and/or Site(s) shall become effective on the latest date between (i) the start date set forth in the Contract and (ii) the official opening date to passenger of such New Extension as notified by the Company to the Customer in writing.

### Condition 1.6 - Termination of the Contract

(i) In the event the Company decides to terminate the Contract prior to its expiry date for any reason whatsoever, it shall be authorized to do so by sending a registered letter with a three (3) month notice prior to the date on which the Company wishes to terminate the Contract. The Advertiser and/or the Agency shall pay the amounts due and payable to the Company until the Removal date. The amounts paid in advance by the Advertiser and/or the Agency to the Company for the remaining period between the Removal Date and the termination date provided in the Contract shall be refunded by the Company to the Advertiser or the Agency.

(ii) Contracts entered into for a duration period equal or superior to six (6) months can be terminated by the Advertiser or the Agency prior to their expiry date provided that the Advertiser or the Agency informs the Company of its intention through a registered letter sent with a notice of at least half the duration period of the Contract (i.e. for the avoidance of doubt, in the event of a one (1) year

- Contract, the termination notice shall be sent by the Advertiser or the Agency to the Company within a six (6) month period as from the date of execution of the Contract).
- (iii) Contracts entered into for a duration period inferior to six (6) months, can be terminated by the Advertiser or the Agency prior to their expiry date provided that it shall inform the Company of its intention through a registered letter sent three (3) months prior to the expiry date of the Contract. For the avoidance of doubt, Contracts entered into for a duration period equal or inferior to three (3) month cannot be terminated.
- (iv) The Contract may be terminated immediately by written notice:
- by either Party, if the other Party is the subject of an Insolvency Event; or
  - by the Company, if the Contractor prohibits or restricts, directly or effectively, the Advertising Campaign under the Contract such that it is impossible for one or both of the Parties to perform under the Contract; or
  - by the Company, if it becomes illegal (including as contemplated in Condition 1.15) to conduct the Advertising Campaign under the Contract.
  - by the Company if the Advertiser ceases or in the Company's reasonable opinion threatens to cease to carry on business;
  - by the Company if there has been a breach by the Advertiser of any terms of the Contract;
  - by the Company if continuing the Contract would adversely affect, prejudice, or have a detrimental impact on the Company's reputation and image;
  - by the Company if at any time, the Contract becomes prohibited under any of the Company's policies, or the policies and regulations of any relevant governing authority to which the Company may be subject.
- (v) The Company may terminate the Contract in accordance with and pursuant to Condition 2.2 (*Payment and non-payment*) paragraph (i).
- (vi) In the event of termination of the Contract, the Company shall remove any Display Materials (or require the Customer to remove the Special Equipment) from the Sites.
- (vii) In the event of termination of the Contract pursuant to paragraph (i) of this Condition 1.6, or as a result of an Insolvency Event of the Company, the amount of the Price paid in advance by the Customer to the Company for the period between the Removal Date and the original Expiry Date stated in the Contract shall be refunded by the Company to the Customer. If at the time of the termination of the Contract the Company has not performed its obligations hereunder at all, the Company shall refund the full Price to the Customer.
- (viii) In the event of termination of the Contract (a) pursuant to paragraph (ii) or (iii) of this Condition 1.6, or (b) as a result of an Insolvency Event of the Customer, or (c) as a result of a prohibition by the Contractor (under subparagraph 1.6 (iv)(b)) or illegality (under subparagraph 1.6 (iv)(c)) or under subparagraph 1.6 (iv)(e), the Customer shall not be entitled to any compensation or refunds.
- Condition 1.7 - Preemption Right**
- (i) In this Condition 1.7, the following terms have the meaning set out below:
- "Preemption Equipment and Sites"** means the Standard Equipment and the Sites that have been made available to the Customer under the existing Contract.
- "Preemption Period"** means the period commencing from the Starting Date and ending three (3) months prior to the Expiry Date (for example, for a Contract with a duration of one (1) year, the Preemption Period shall be nine (9) months commencing from the Starting Date).
- "Preemption Right"** means the priority right of the Customer to reserve in advance the Preemption Equipment and Sites for the purposes of a new Advertising Campaign (under a new Contract) that would start after the expiry of the existing Contract.
- (ii) During the Preemption Period the Company shall not reserve in advance for another advertiser or agency, any Preemption Equipment and Sites for another advertising campaign that would start after the expiry of the existing Contract. If the Customer wishes to exercise its Preemption Right, it shall so notify the Company within the Preemption Period. The Parties shall then negotiate the terms and conditions of the new Advertising Campaign and the new Contract.
- (iii) If an agreement on such terms and conditions is not reached between the Parties by the end of the Preemption Period, the Preemption Right shall automatically expire and the Company shall be entitled to reserve in advance the Preemption Equipment and Sites for other advertisers and/or agencies for an advertising campaign starting after the expiry of the existing Contract.
- (iv) If an agreement on such terms and conditions is reached between the Parties by the end of the Preemption Period, the Parties may enter into a new Contract upon mutually agreeable terms and conditions.
- Condition 1.8 - Liability of the Customer**
- (i) Where the Customer is an Agency, the Agency and the Advertiser shall be jointly and severally liable to the Company for any payments under the Contract. In such a case, to enforce its rights hereunder against the Advertiser, the Company may as a condition precedent to the occurrence of the Installation Date, require that the Advertiser signs a side-letter (in a form acceptable to the Company) accepting its liability hereunder in favour of the Company.
- (ii) Where the Customer is an Agency, the Agency's liability to pay under this Contract shall in no way be dependent upon or affected by the Agency receiving (or not receiving) such amounts from the Advertiser under its agency agreement and neither the Agency nor the Advertiser shall be entitled to require the Company to pursue one or the other for any outstanding amounts.
- (iii) In no circumstances shall the Customer hold the Company or the Contractor liable for the content of the Advertising Campaign.
- Condition 1.9 - Liability of the Company**
- (i) The Customer shall not under any circumstances or at any time (whether during or after the duration of the Contract) hold the Contractor liable or pursue or contact the Contractor in respect of any claim, dispute, liability, charges, expenses, damages, costs or payment whatsoever in relation to any Advertising Campaigns.
- (ii) If, during the validity of the Contract, all or part of the Standard Equipment covered by the Contract is unavailable for any reason (other than a Force Majeure Event), unless otherwise provided in the Production Specification Form, the validity of the Contract shall continue and the Company shall, in its discretion, without any further compensation or payment, either:
- allocate for the Advertising Campaign other similar Standard Equipment; or
  - in case of any delays in the Advertising Campaign due to the unavailability of Standard Equipment, extend the duration of the Contract in proportion to the delay.
- (iii) At the request of the Contractor, the Company may in relation to the Display Materials that are otherwise acceptable, authorize information messages to be inserted between two advertising messages or even interrupt an advertising message being displayed to allow a safety message to be broadcasted.
- (iv) The Company shall not be liable to the Customer for any consequential or pure economic loss, loss of profits, loss of business, or otherwise, whether direct or indirect, which may arise out of or in connection with the Contract.
- Condition 1.10 - Transfer of the Contract**
- (i) Under no circumstances shall the Customer transfer, assign or novate, in whole or in part, any of its rights, interests, benefits, obligations, responsibilities, or duties under the Contract to any person, firm or company.
- (ii) In the event of any transfer, assignment or novation of any of the rights, interests, benefits, obligations, responsibilities, or duties of the Company under the Concession Agreement to an affiliate, subsidiary, or branch of the Company or any member of JCDecaux group ("**Transferee**"), the rights, interests, benefits, obligations, responsibilities, or duties of the Company under the Contract shall be automatically transferred to such Transferee.
- Condition 1.11 - Force Majeure**
- (i) Neither Party shall be liable for any failure of or delay in the performance of its obligations or the exercise of its rights hereunder or for any loss or damage (including indirect or consequential damages) if such performance or exercise is delayed or prevented in whole or in part by occurrence of any of the following event or circumstance: act of God, war, civil war, coups, armed conflicts or terrorism, insurrection or riots, strikes or other labour disputes, strike related absenteeism, floods, fire, adverse mining conditions, major equipment breakdowns or damage, nationalisation or similar action, embargoes, orders of court or acts of civil or military authorities or any other causes beyond the reasonable control of a Party ("**Force Majeure Event**").
- (ii) The Party affected by the Force Majeure Event shall promptly notify the other Party in writing of the circumstances constituting the Force Majeure Event and of the obligations which are thereby delayed or prevented (such obligations to be suspended until such Force Majeure Event has ceased to exist).
- (iii) The Parties will meet in good faith to discuss how best to mitigate the Force Majeure Event in order to minimise its impact on the performance of the Parties' obligations under the Contract.
- (iv) If the Force Majeure Event continues to delay or prevent in a material respect the performance of the obligations under the Contract for more than three (3) consecutive months, either Party shall be entitled to terminate the Contract by giving thirty (30) days written notice to the other Party.
- (v) In the event of termination of the Contract for Force Majeure Event pursuant to condition 1.11(iv), the amount of the Price paid in advance by the Customer to the Company for the period between the Removal Date (following the termination of the Contract) and the original Expiry Date stated in the Contract (as the case may be) shall be refunded by the Company to the Customer.
- Condition 1.12 - Confidentiality**
- The Parties undertake not to, during or after the duration of the Contract, disclose to any third party or person, without the other's prior written permission any confidential information either concerning the Contractor or the other Party's business, its business plans, customers or associated companies. The restriction in this Condition shall not apply to any information that is disclosed:
- in course of and incidental to the proper performance of the obligations under the Contract;
  - pursuant to a legal requirement;
  - after it has come into the public domain otherwise than through unauthorised disclosure; and
  - pursuant to, and only to the extent of, the provisions of Conditions 3.1.4 and 3.2.4.
- Condition 1.13 - Protection of Personal Information**
- In performing their respective obligations in terms of this Contract, the Parties undertake to comply with any requirements imposed on them by any applicable laws relating to the protection of personal information.
- Condition 1.14 - Applicable law and competent jurisdiction**
- (i) This Contract shall be governed by the laws of The United Arab Emirates and the local law of Abu Dhabi.
- (ii) All disputes arising between the Parties in respect of the Contract, which the Parties are unable to settle by mutual agreement, shall be referred to the Abu Dhabi Courts for settlement of such disputes.
- Condition 1.15 - Change of law**
- In the event of a change in applicable law or the interpretation thereof, a governmental or judicial Contractor's ruling, decree, declaration or decision that results in a ban or a restriction on the display of advertising, requiring the early removal of the Customer's Advertising Campaign, the Customer shall be liable for the payment of the Price up until the Removal Date and, in such circumstances, the Company shall be entitled exercise its right to terminate the Contract under Condition 1.6(iv)(c). Consequently, the provisions of Condition 1.6(viii) shall apply.
- Condition 1.16 - Warranties and Indemnities**
- (i) The Customer warrants and represents to the Company that it is the owner of the intellectual property rights vested in the Artwork Information and the Special Equipment or has obtained due authorization, approval or permission for the use of the same in the Advertising Campaign and that the display and publication of the Display Material shall not infringe the rights of any third party (intellectual or otherwise) or be in any other way contrary to law and will not contain anything obscene, blasphemous, libelous or otherwise unlawful in the United Arab Emirates. To the extent there are any restrictions applicable to the Customer's rights to use the Artwork Information and/or the Special Equipment, the Customer shall promptly inform the Company, who may decide to amend the scope and/or duration of the relevant Advertising Campaign accordingly. In the event of such an amendment, the Price shall be amended accordingly.
- (ii) The Customer warrants and represents to the Company that it is a legal person, with the due power and authority to enter into the Contract and perform the obligations hereunder and that it has obtained all authorizations and consents to enter into this Contract and perform its obligations and other functions contemplated hereunder.
- (iii) The Customer warrants and represents that it shall comply with the terms of the Code of Conduct for Out-of-Home Display of the Company accessible via the following link: <https://www.jcdecauxme.com/our-ethic>
- (iv) The Customer shall indemnify the Company and keep it indemnified against any and all claims, costs (including legal costs), demands, expenses, losses, damages, penalties, charges or fines incurred by the Company arising from the use of or permitting the use of any Display Materials whether resulting from an alleged breach of intellectual property rights or an official order in respect of the content, form or substance of the Display Materials or the identity of the Customer.
- (v) The Customer shall indemnify the Company and the Contractor and keep each of them indemnified against any accidental loss, damage or injury (including death) to persons (including such employees and individuals as aforesaid) or property (including the Special Sites, premises of the relevant Airport, property/vehicles of the Contractor or of any of such employees or individuals as aforesaid) which may result from or occur in connection with the performance of the functions relating to the Special Advertising Campaign or otherwise, by the Customer or any of its personnel, agents or contractors. For the avoidance of doubt, the Customer's obligation to indemnify the Company shall extend to any damage or loss caused to a Site, by the Customer or any of its personnel, agents or contractors during installation or removal of any Special Equipment or accessing the premises of the relevant Airport to which this Contract relates.
- Condition 1.17 - Compliance under the Concession Agreement**
- (i) The Customer acknowledges that the Contractor has certain rights and powers by virtue of its legal and administrative position, and that the Company and the Customer are obliged to comply with the Contractor Orders. In the event that the Company or the Customer is obliged to comply with such Contractor Orders which affects the Advertising Campaign, the Customer shall comply with such Contractor Orders and shall not be entitled to any compensation for any loss suffered by it as a result of implementation of the Contractor Orders by the Company or the Customer. The Parties may, however, consult to reach a mutually agreeable arrangement.



- (ii) The Customer acknowledges that the Contractor is entitled under the Concession Agreement to change the locations of the Sites after the Sites have been agreed between the Parties hereunder. If the Contractor does implement such a change, the Customer shall not be entitled to any compensation or amendment to the terms of the Contract as a result of the change. The Parties may, however, negotiate in good faith to mitigate the impact of any such changes.
- (iii) The Customer agrees to perform all its functions at the Airport Premises in relation to the Special Advertising Campaign in accordance with the Contractor's health, safety, security and fire policies and procedures and the Contractor's Orders generally and shall not bring or permit to bring or store any flammable or explosive materials of any kind on the Airport Premises without prior written permission of the Contractor.
- (iv) All employees, agents representatives, contractors and subcontractors (including but not limited to Demonstrators) ("Personnel") engaged by the Customer for the purposes of the Special Advertising Campaign shall be competent people who will discharge their functions with due skill and care. The Customer shall ensure that all its Personnel conducting the Special Advertising Campaign at the Airport Premises are neatly, properly and appropriately dressed.
- (v) The Customer shall at all times conduct the Special Advertising Campaign at the Airport Premises in a manner that does not in any way affect the safety and smooth and unhindered movement of the passengers, officials and other security and administrative staff at the Airport Premises.
- (vi) In this respect, the Customer shall ensure that:
  - (a) All required Authorizations are obtained and maintained at all times; and
  - (b) All Promoters comply with any and all of the Promoters instructions as set out in the Appendix of these Standard Terms and Conditions (the "Promoters Instructions").
- (vii) In the event of breach of condition 1.17 (vi) by the Customer, the Company shall be entitled to (i) immediately terminate the Contract in accordance with condition 1.5 (iv)(e) and the Price due for the whole term of the Contract shall remain due by the Customer to the Company and/or (ii) request a financial compensation amounting to AED 1,000 and up to AED 5,000 for each breach of any of the Promoters Instructions (which amount will be determined discretely by JCD based on the severity of the breach).
- (viii) While accessing the Airport Premises for the purposes of the Special Advertising Campaign the Customer shall ensure that its Personnel shall not cause any damage to any vegetation, trees or plants on the Airport Premises. To the extent any damage is caused, the Customer shall be fully liable for such damage.
- (ix) The Customer shall ensure that all its Personnel working at the Airport Premises shall obtain identification/security badges from the work area security office, in accordance with the Airport policies and procedures.
- (x) The Customer shall cooperate with the Company and other advertisers in planning and scheduling its Special Advertising Campaign.
- (xi) The Company shall not be in breach of the Contract if an action or omission of the Company (that would otherwise be in breach of the Contract) is consecutive to the observance of any of its obligations under the Concession Agreement. In such an event, the Company shall not be liable for any loss or damage that the Customer may incur. The Parties shall discuss in good faith any mutually agreeable modifications that may be made to the Contract to address the situation.
- (xii) If the Customer does not comply with the above provisions, the Company shall be entitled to withdraw the relevant Site from the scope of the Advertising Campaign and cancel the Customer's right to access the Site, without any obligation to amend the Price or compensate the Customer. The provisions of Condition 3.2.3(iii) shall apply to any Special Equipment left at the Special Site after the cancellation of the Customer's right of access.
- (xiii) The Customer shall comply with the above provisions of this Condition 1.15 at its own expense.

#### Condition 1.18 - Conduct of marketing and/or public relation activities by the Customer

- (i) Any marketing and/or public relation activity conducted by the Customer inside or outside the Airport and affecting or involving the image, name or any intellectual property right of the Contractor as well as the publication of any video and/or photography recorded or taken by the Customer inside or outside the Airport, affecting or involving the image, name or any intellectual property right of the Contractor shall be subject to (a) the Company's and the Contractor's prior written approval and (b) the compliance by the Customer with the validation process as instructed by the Contractor.
- (ii) Any breach of this Condition 1.18 (i) will entitle the Company to immediately terminate the Contract without any refund of the Price and to seek for indemnification in compliance with condition 1.16 (iii) hereabove.

#### Condition 1.19 - Miscellaneous provisions

- (i) All communication between the Parties in connection with the Contract should be in writing, in English (unless otherwise permitted by the Company) and may be made by fax or letter at the addresses and for the attention of the persons specified in the signature blocks of the Specific Terms and Conditions.
- (ii) The following clauses shall survive the termination or expiry of the Contract: Condition 1.1; Condition 1.3; Condition 1.8; Condition 1.9; Condition 1.12; Condition 1.13; Condition 1.14; Condition 1.15; Condition 1.16; Condition 2.2; Condition 3.1.4; Condition 3.1.5; Condition 3.2.3; and Condition 3.2.4.
- (iii) If any provision of this Contract is held by a court of law to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Contract which shall remain in full force and effect. In such an event, the Parties agree to attempt to substitute the invalid or unenforceable provision with a valid or enforceable provision.

#### PART 2 - FINANCIAL CONDITIONS

##### Condition 2.1 - Price

- (i) The Price shall be exclusive of any taxes. For the avoidance of doubt, the payment of taxes that would become applicable and payable during the term of this Contract (including but not limited to VAT) shall be invoiced by the Company to the Customer upon implementation of such tax and payable by the Customer as per the terms of such invoices.
- (ii) Except as otherwise stated in the Contract, the Price shall be inclusive of other expenses associated with the utilization of the Standard Equipment, the Artwork and the Sites.
- (iii) For the avoidance of doubt, the Price shall not include the Additional Technical Costs relating to any modifications to the Artwork, which costs shall be invoiced separately by the Company to the Customer. The Customer shall pay the Additional Technical Costs in full no later than seven (7) days prior to the Installation Date for the modified Artwork.
- (iv) Unless otherwise expressly stated, all payments by the Customer to the Company shall be without set-off, counterclaim or deduction.

##### Condition 2.2 - Payment and non-payment

- (i) The Price shall be paid in accordance with the provisions of the Specific Terms and Conditions.
- (ii) In the event of non-payment of any amount due by the Customer under the Contract on the payment date set forth in the Specific Terms and Conditions, the Company shall send to the Customer a reminder notice. If the Customer does not pay the amounts due within fifteen (15) days from the date of the notice, the Customer shall be required to compensate the Company by paying damages ("Compensatory Damages") for any loss incurred by the Company due to such non-payment.
- (iii) The Compensatory Damages shall be calculated as follows: the amounts due by the Customer will bear a monthly surcharge of fifteen percent (15%) of the amounts outstanding from the Customer,

starting from the payment date set forth in the Specific Terms and Conditions.. The Parties acknowledge that the Compensatory Damages are not in the nature of interest or usury and that they reflect a genuine pre-estimate of the loss that the Company is likely to suffer as a result of non-payment by the Customer of any amounts hereunder.

#### PART 3 - TECHNICAL CONDITIONS

##### Condition 3.1 - Standard Advertising Campaigns

The following conditions 3.1.1 to 3.1.6 shall apply only to Standard Advertising Campaigns.

##### Condition 3.1.1 - Installation of the Artwork

- (i) Installation and removal of the Artwork shall be carried out solely by the Company.
- (ii) If the Installation Date falls on a public holiday or a weekend (Friday or Saturday), the Company shall commence the installation works on the next business day.

##### Condition 3.1.2 - Conditions for using the Standard Equipment

- (i) The Standard Equipment shall be made available by the Company in a condition suitable for use by the Customer in the Standard Advertising Campaign and shall be maintained and kept clean by the Company.
- (ii) The Standard Equipment will be made available by the Company to the Customer for advertising purposes only and may not be utilized for any other purposes whatsoever.
- (iii) For each lightbox that is part of the Standard Equipment provided for in the Contract, the Company shall undertake its best efforts to keep such lightboxes lit throughout the duration of the relevant Standard Advertising Campaign, subject to any contrary legal requirements or electrical current restrictions. The Contractor's employees and the Company's employees may open them at any time and carry out any checks and maintenance as they deem necessary.

##### Condition 3.1.3 - Conditions for using the Standard Sites

If, during the Contract all or part of the Standard Sites covered by the Contract become unavailable for any reason other than a Customer default, a Force Majeure Event or a Contractor Order, the Contract shall continue to be effective and the Company shall, without any other compensation, either:

- (i) allocate the Customer other Standard Sites by way of compensation; or
- (ii) extend the duration of the Contract in proportion to the delay or interruption in the Customer's use of the agreed Standard Sites.

##### Condition 3.1.4 - Use of the Artwork for professional purposes

Unless the Customer has expressly notified its refusal to the Company, the Company may for information and/or marketing purposes only, reproduce and show the adverts and Advertiser's or the Agency's brands used in the Advertising Campaign on any printed support (including but not limited to journals, magazines, leaflets, sales presentations and brochures) and on any tape, whether analogue or digital, load them to hard disks or random access memory, display them on screens, post them on the internet, store them in the random access memory or on hard disks, transmit the digitized work or scan them.

##### Condition 3.1.5 - Supply and return of the Artwork

- (i) The Customer shall provide the Company with the Artwork Information necessary for the display of the Standard Advertising Campaign at least twenty (20) business days before the Installation Date. The Artwork Information must comply with the requirements of the Company set out in the Production Specification Form. In the event of non-compliance with such requirements, the Company may return the Artwork Information to the Customer.
- (ii) The Customer shall provide the Artwork Information, which is compliant herewith and with the Contractor standards, to the Company in a timely manner so as to ensure that the Standard Equipment designated for its use shall not at any time after the Installation Date during the rest of the term of the Contract be unoccupied for more than twenty four (24) hours. Failure to comply with this obligation (including due to Contractor objection) shall automatically entitle the Company to (i) utilize such Standard Equipment in a manner that it deems fit until the Customer provides the necessary material for its occupation, and to (ii) invoice the Customer for the Technical Costs incurred by such utilization of the Standard Equipment. However, this shall not entail any amendment to the Contract particularly in relation to the Price or the duration of the Contract.
- (iii) The Company shall not be held liable for any delay, defect or delivery error associated with the Artwork Information. As a consequence, such delay, defect or delivery error:
  - (a) shall not entitle the Customer to any compensation whatsoever; and
  - (b) shall not result in any modification to the Contract, including in relation to the Price (except as set out in paragraph (ii) above) or duration of the Contract.
- (iv) The Company may refuse to accept any Artwork Information which, in the reasonable opinion of the Company, is of a political, religious, defamatory or obscene nature or which offends the cultural or religious sensitivities, or harms the interests of the Contractor or which infringes intellectual property rights or any other right of any third party or is not in accordance with the applicable laws.
- (v) If the Contractor requires the Artwork to be amended, modified or censored for any reason, the Company may remove such Artwork and shall immediately notify the Customer, who shall within ten (10) days of such notification, provide substitute Artwork Information for the preparation of the replacement Artwork. The replacement of the Artwork shall be at the expense of the Customer, who shall be liable for paying any Additional Technical Costs. Failure by the Customer to provide substitute Artwork Information acceptable to the Contractor within the ten (10) days shall entitle the Company to remove the Standard Equipment/Standard Site from the scope of the Standard Advertising Campaign and reserve it for another client or a campaign, without any reduction in or refund of the Price.
- (vi) At the end of the Standard Advertising Campaign, the Company may dispose of the Artwork in any way it considers appropriate (recycling, repurposing, etc.). If the Customer has instructed the Company in writing on the Starting Date that it would like to take the Artwork at the end of the Standard Advertising Campaign, the Company shall, without prejudice to the provisions of Condition 3.1.4, so handover the said Artwork to the Customer.

##### Condition 3.1.6 - Proof of posting

Within one (1) month from the Installation Date of the Artwork, the Company shall provide the Customer with the proof of posting of the Artwork being the document issued by the Company evidencing the installation of the artwork by the Company.

##### Condition 3.2 - Special Advertising Campaigns

The following conditions 3.2.1 to 3.2.6 shall apply only to the Special Advertising Campaigns.

##### Condition 3.2.1 - Installation of the Special Equipment

- (i) Installation and removal of the Special Equipment shall be carried out by the Customer
- (ii) If the Customer intends to delegate the installation of the Special Equipment to one or more subcontractors, all of them shall need to be approved by the Company prior to the conclusion of any agreement between the Customer and such subcontractors.

##### Condition 3.2.2 - Conditions for using the Special Sites and the Special Equipment

- (i) The Special Sites shall be made available by the Company in a condition suitable for use by the Customer.
- (ii) The Customer shall (i) submit to the Company the designs and drawings of the Special Equipment for review prior to the installation of the Special Equipment and (ii) arrange and equip the Special Equipment at its own expense, complying with the specifications and/or technical and safety standards applicable to the Special Sites concerned.
- (iii) If, during the period of the Contract all or part of the Special Sites covered by the Contract become unavailable for any reason other than a Customer default, a Contractor Order or a Force Majeure

Event, the Contract shall continue to be effective and the Company shall, without any other compensation, either:

- (a) allocate the Customer other Special Sites by way of compensation; or
  - (b) extend the duration of the Contract in proportion to the delay or interruption in the Customer's use of the agreed Special Sites.
- (iv) The Special Equipment displayed on the Special Sites must be kept spotlessly clean. Failure to do so shall entitle the Company to clean the Special Sites at the Customer's expense. The Customer shall be responsible for maintaining the Special Equipment in good order.
- (v) The Special Sites stipulated in the Contract are provided for advertising purposes only and may not be utilized for any other purposes whatsoever. The sale of any products on Special Site is prohibited unless otherwise expressly permitted by the Contractor.
- (vi) The Company may refuse to allow any Special Equipment to be displayed on a Special Site which, in the reasonable opinion of the Company, is of a political, religious, defamatory or obscene nature or which offends the cultural or religious sensitivities, or harms the interests of the Contractor or which infringes intellectual property rights or any other right of any third party or is not in accordance with the applicable laws.

### Condition 3.2.3 - Removal of the Special Equipment

- (i) In the event the Special Equipment requires the assistance of a Promoter, the Customer undertake to employ at their own cost and expense competent and skilled Promoters, fluent in the English language to be present at the Special Sites at all times during the course of the Special Advertising Campaign.
- (ii) On the Expiry Date, the Customer undertakes to return the Special Sites to the Company in the same condition they were provided. The Customer shall be liable for the removal of the Special Equipment and be obliged to bear any refurbishment costs and, generally, the costs of repairing any damage caused to any Special Site provided by the Company. The Customer undertakes to remove the Special Equipment within twenty four (24) hours from the Expiry Date (the "Removal Delay Period"). The Company shall remind the Customer of the Expiry Date and the Removal Delay Period prior to the Expiry Date (it being understood that failure to remind on part of the Company shall not mitigate or have any effect on the Customer's liability or obligations hereunder). If the Customer does not remove the Special Equipment within the Removal Delay Period, every additional day of occupation of the Special Sites by the Special Equipment after the Expiry Date (the "Extended Period") will be charged and invoiced by the Company to the Customer at the Media Price provided for in the Contract calculated on a pro rata basis of the duration of the Extended Period. If the Special Equipment has not been removed by the Customer within seven (7) days from the Expiry Date, the Company shall be entitled to (i) remove the Special Equipment immediately after the sending a notice informing the Customer of such removal (the "Notice of Removal") and (ii) invoice the Customer the Media Price due for the Extended Period as well as the removal costs. The Company shall not be held liable in any way for such removal neither for any damages which could be incurred to the Special Equipment.
- (iii) The Special Equipment removed by the Company shall remain the property of the Customer. The Company undertakes to make such Special Equipment available to the Customer for seven (7) days from the date of the Notice of Removal. If the Customer does not claim the Special Equipment within such period, the Company shall be entitled to destroy or sell the Special Equipment without having to defer to or obtain the permission of the Customer (it being understood that any proceeds of the sale shall be for the Company's account) who shall waive any right to claim any form of loss, expense or compensation arising out of or in connection with the destruction by the Company of the Special Equipment.
- (iv) If the Customer is excluded from the Airport Premises for any reason whatsoever prior to the Expiry Date, the remaining Special Equipment shall be removed by the Company immediately after sending a Notice of Removal to the Customer. The removed Special Equipment shall remain the property of the Customer and the Company undertakes to make it available to the Customer for two (2) months from the date of the Notice of Removal. Upon the expiry of such two (2) months if the Special Equipment has not been claimed by the Customer, the Company reserves the right to destroy or sell the Special Equipment without having to defer to or obtain the permission of the Customer (it being understood that any proceeds of the sale shall be for the Company's account). The Customer shall waive any right to claim any form of loss, expense or compensation arising out of or in connection with the destruction of the Special Equipment at. Any costs relating to the storage and destruction hereunder shall be payable by the Customer.
- (v) If the Contractor requires the Special Equipment to be removed or relocated from the Special Site for any reason (for example, to ensure passenger security and flow), the Company shall immediately notify the Customer who shall comply within twenty four (24) hours of such notification. If the Customer fails to comply within that period, the Company shall be entitled to remove or relocate the Special Equipment itself. Provisions of the preceding paragraph (iii) shall apply to any removal of the Special Equipment under this paragraph. The Contractor too shall be entitled to relocate the Special Equipment. The Company may (at its discretion) agree to give some compensation to the Customer.
- (vi) Any removal or relocation of the Special Equipment pursuant to paragraphs (iii) and (iv) of this Condition 3.2.3 shall not have any effect on the Price or the duration of the Contract and neither the Contractor nor the Company shall be liable for any loss, damage, expense or costs incurred by the Customer as a result of such removal or relocation by the Company.

### Condition 3.2.4 - Use of the Special Equipment for Professional Purposes

Unless the Customer has expressly notified its refusal to the Company, the Company may for information and/or marketing purposes only, reproduce and show the images of the Special Equipment or the Advertiser's or the Agency's brands used in the Advertising Campaign on any printed support (including but not limited to journals, magazines, leaflets, sales presentations, brochures) and on any tape, whether analogue or digital, load them to hard disks or random access memory, display them on screens, post them on the internet, store them in the random access memory or on hard disks, transmit the digitized work or scan them.

### Condition 3.2.5 - Supply and Return of the Special Equipment

- (i) The Customer shall provide the Special Equipment necessary for the display of the Special Advertising Campaign, which must comply with the requirements provided in the Production Specification Form.
- (ii) The Customer shall ensure that the Special Sites shall be occupied by the Special Equipment, which is compliant herewith and with the Contractor standards, from the Installation Date throughout the remaining duration of the Contract without interruption of more than twenty four (24) hours unless otherwise provided for in the Contract. Failure to comply with this obligation (including due to Contractor objection) would entitle the Company to (i) utilize such Special Site in a manner that it deems fit until the Customer occupies it and to (ii) invoice the Customer for the Technical Costs incurred by such utilization of the Special Site. However, this shall not entail any amendment to the Contract, including in relation to the Price or the duration period of the Contract set forth in the Contract.
- (iii) If the Contractor raises an objection to the Special Equipment, the Company shall immediately notify the Customer and the Customer shall act promptly to replace the Special Equipment so that it is acceptable to the Contractor. The Customer shall be responsible for providing the Special

Equipment acceptable to the Contractor. If the Customer fails to provide the Special Equipment acceptable to the Contractor within twenty (20) days of the objection, the Company shall be entitled to withdraw the Special Site from the scope of the Special Advertising Campaign and reserve it for another client or a campaign, without any reduction in or refund of the Price.

- (iv) Any defect, delay or delivery error associated with the Special Equipment shall not result in any modification of the Contract including in relation to the Price and/or the duration, and the Company shall have no liability in that respect.

### Condition 3.2.6 - Insurance

- (i) The Customer shall take out third party liability insurance and a comprehensive insurance policy covering the Special Equipment, fixtures and fittings of the Special Equipment and any other material belonging to the Customer on the Contractor's premises against theft, fire and breakage in an amount that the Company specifies in writing.
- (ii) Insurance shall include a waiver of claim against the Contractor and the Company, so that they shall never be held liable in case of accident, loss, disappearance, fire, water damage or damage of any kind for whatever reason to the installations or articles displayed or to any person whatsoever.
- (iii) Proof of such insurance shall be provided to the Company upon request.

## APPENDIX – PROMOTERS INSTRUCTIONS

### (i) General

- The Promoters shall be competent people who discharge their functions with due skill and care. The Customer shall ensure that all its Personnel conducting the Special Advertising Campaign at the Airport Premises are neatly, properly and appropriately dressed.
- The Customer shall at all times conduct the Special Advertising Campaign at the Airport Premises in a manner that does not in any way affect the safety and smooth and unhindered movement of the passengers, officials and other security and administrative staff at the Airport Premises.
- In this respect, the Customer shall ensure that:
  - At least one (1) Promoter and a maximum of three (3) Promoters shall be present on each Site on a 24/7 basis and remain inside the perimeter of the Special Equipment(s);
  - The Promoters shall exercise exclusively promotional and/or advertising activities, or any activity authorized by the Company and the Contractor,

### (ii) Dos and Don'ts

- The Promoters must:
  - Display their pass at all times;
  - Be polite with the passengers and the Contractor's and the Company's employees;
  - The Promoters shall display their broker ID card and be cooperative with all inspector of the Contractor, any Competent Authority or the Company.
- The Promoters must not:
  - Talk, discuss, or go to the Special Equipment(s) of a competitor at any time;
  - Shout to attract clients/ passengers attention
  - Touch clients/ passengers to try to drag them to the Special Equipment(s);
  - Block clients/ passengers' way and oblige them to stop;
  - Follow passengers outside the Special Equipment(s);
  - Argue with the duty managers/police/inspectors of the Contractor;
  - Sit/sleep/eat on the passenger chairs next to the Special Equipment(s).