



General Terms and Conditions of Sale

(Applicable to all advertising campaigns executed from 1st January 2015)

These General Terms of Sale, supplemented by the Omdat Marketing & Advertising Monaco 2017 Commercial Terms, can be downloaded from the website <http://www.omdatmarketing.com> or be sent if requested in writing.

Article 1 - Definitions

Advertiser/Client: a natural person or legal entity purchasing advertising campaigns on its own account on any Advertising Location(s) proposed by Omdat Marketing & Advertising Monaco, directly or through an Agent.

Grantor(s): authority(ies) managing platforms where the advertising campaign covered by the Contract is run.

Content: a video or animated/still image making up an Advertisement.

Contract: comprising these General Terms of Sale ("GTS"), the Commercial Conditions ("CC") applying from 1st January 2015, and the Advertising Order duly signed and returned to Omdat Marketing & Advertising in accordance with the conditions stated in article 2 herein.

Advertising Location: one (several) advertising medium (media) comprising one (several) face(s) referenced on a plan at a flat price or that cannot be sold separately. This (these) advertising medium (media) may be made up of one (several) fixed or scrolling panel(s), screen(s) or wall(s) of digital screens (or digital frescoes), and may be intended for paper display or display by digital means.

Agent: any natural person or legal entity purchasing advertising space on behalf of an Advertiser by virtue of a written agency agreement compliant with the provisions of France's 29 January 1993 law number 93-122 (the "Agency Contract") and producing a copy of the agency certificate whereby it is bound to the Advertiser.

Advertising Order: a purchase order sent for approval by Omdat Marketing & Advertising to the Advertiser or its Agent, stating the requested services and their price.

Run schedule: the sequencing of the Advertisements sent by the Advertiser.

Network: all Advertising Locations meeting specific geographical coverage, audience, quality, siting and presentation criteria. Each Network can change according to the set of available Advertising Locations and display restrictions that exist on certain advertising media.

Advertisement: an advertising message broadcast by digital technology on one (several) Advertising Location (s), comprising the following content: video and/or animated image and/or fixed image.

Digital medium (media): digital screen(s), giant screen(s), digital fresco(es) or AEO (Aéroports de Paris closed circuit television).

Article 2 - Validity

The Contract shall become effective when the Advertising Order sent by Omdat Marketing & Advertising by any written means is returned by the Advertiser and/or its Agent duly dated, signed and stamped by the latter(s) no later than seventy-two (72) business hours after said Order has been sent by Omdat Marketing & Advertising. If the Advertiser or its Agent fails to return the Advertising Order under the conditions specified above, it may, at the initiative of Omdat Marketing & Advertising, lead to the forfeiture of the terms previously negotiated.

Omdat Marketing & Advertising can on no account be held responsible for the Advertising Order and/or the Agency Contract not being signed by the Advertiser and/or its Agent and shall on no account be liable for any damages whatsoever arising therefrom.

If the Advertiser and/or its Agent requests any adjustment(s) or modification(s), Omdat Marketing & Advertising reserves the right to refuse them.

A Contract entered into by the Advertiser and/or its Agent implies unqualified acceptance of these GTS, the CC and the 2017 Tariffs of Omdat Marketing & Advertising, as well as due compliance with applicable laws and regulations.

Omdat Marketing & Advertising reserves the right to amend its GTS, CC and/or Tariffs at any time. The general terms of purchase of the Advertiser and/or his Agent are not enforceable against Omdat Marketing & Advertising.

Article 3 - Conditions of performance, excluding digital media

"Excluding digital media" means advertising on paper or canvas by pasting, by wall panels, *via* an exhibition area and/or by event area.

3.1 - Submission of models/rough sketches

The Advertiser or its Agent must submit to Omdat Marketing & Advertising a rough sketch of the advertisement and/or the envisaged display and/or animated image, no later than twenty-five (25) business days before the posting date or provision of the Advertising Location as stipulated in the Contract. Omdat Marketing & Advertising reserves the right to have the corresponding model modified until it and/or the Grantor approves it, without such refusal entailing cancellation of the Contract or any compensation if the display or installation is delayed as a result.

The rough sketch of the advertisement must not be confused with the Grantor's current signage. The poster, display or animation installation must not hinder users or disrupt traffic. Moreover, Omdat Marketing & Advertising reserves the right to refuse any advertisement for legal and ethical reasons. The Customer will then be asked to supply other advertisements as quickly as possible.

3.2 - Supply and return of posters

Posters needed to fulfil the Contract shall be handed over by the Advertiser, at its own expense and at the address indicated by Omdat Marketing & Advertising, no later than fifteen (15) business days before the posting date stipulated in the Contract. The Advertiser shall comply with the requirements of Omdat Marketing & Advertising as regards the number, nature and characteristics of the posters. More specifically as regards the Networks' scrolling illuminated units, only 4-colour bleed offset recto/3 or 4 colour reverse printing on modern matt 130gr/m² coated paper are accepted.

If these technical requirements are not complied with, the posters will be returned to the Advertiser, at its own expense, and the campaign will be delayed until compliant posters are supplied, subject to availability of the Network(s) initially reserved. If their transparency requires blanking paper, the supply and mounting thereof will be invoiced to the Advertiser in addition to the price stated in the Contract. Omdat Marketing & Advertising cannot be held liable for any flaw, delay and/or error in supplying posters, or an insufficient number of posters, and such fault, delay or error cannot lead to any amendment of the Contract.

If it proves necessary to replace posters during the Contract, it will be done at the expense of the Advertiser, which shall then provide new posters within fifteen (15) business days of the request of Omdat Marketing & Advertising, failing which the latter will be entitled to remove the advertisement, without reducing the price set forth in the Contract. When the posting period expires, Omdat Marketing & Advertising is on no account required to return any poster, or any other advertising material it has mounted on behalf of the Advertiser.

3.3 - Grantor's consent

For any display requiring [before its installation] technical data to be submitted to the Grantor for approval before installation, the effective date of the related Contract shall be subject to the Grantor's prior consent. The Contract term includes the mounting and dismantling of the display.

3.4 - Inspection

Any inspection carried out by the Advertiser, its Agent, or any independent body commissioned by either of them shall only be binding upon Omdat Marketing & Advertising if conducted in the presence of a duly appointed representative of the latter.

Article 4 - Conditions for running advertising campaigns on digital advertising media

"Digital advertising media" means digital screens, giant screens and digital frescoes. More specifically as regards digital frescoes, non-digital content is governed by article 3 above, and digital content is governed by this article 4.

4.1 - Supply and submission of digital content

a) The Advertiser or its Agent shall provide Omdat Marketing & Advertising with the planned Advertisement(s) no later than fourteen (14) business days before the display date as stated in the Contract.

Omdat Marketing & Advertising reserves the right to have the Advertisement(s) altered until approval by itself and/or the Grantor, without any potential refusal thereof resulting in termination of the Contract or any compensation if the start of display is delayed.

Omdat Marketing & Advertising reserves the right to refuse any Advertisement for technical reasons (non-compliance with the specification sheet), legal or ethical reasons and/or a potential confusion with the Grantor's signage. In which case, the Customer will be asked to provide another Advertisement that is compliant, within the set deadline.

If compliant content is not provided within the allotted time, the campaign may be delayed until the content is made compliant, the end-date of the campaign and the contractual financial terms and conditions remaining unchanged.

b) Provision and submission of interactive digital content (Interactive digital fresco)

The Advertiser or its Agent shall provide Omdat Marketing & Advertising Monaco with the planned Advertisement(s) no later than thirty (30) business days before the display date as stated in the Contract.

c) Display an RSS flow

The conditions for displaying an RSS flow on digital media must comply with the standards and safety rules of computer systems owned or used by Omdat Marketing & Advertising. Which failing, Omdat Marketing & Advertising reserves the right to refuse them.

Omdat Marketing & Advertising must be able to ascertain due compliance with these standards and rules beforehand; to that end, the Advertiser shall provide all relevant particulars fifteen (15) business days before the start of the campaign.

Furthermore, Omdat Marketing & Advertising reserves the right to interrupt without notice the display of any content broadcast by means of an RSS flow if said content does not meet current technical, legal and ethical display criteria, the end date of the campaign and financial terms and conditions stated in the Contract remaining unchanged.

In the event of dynamic digital advertising campaigns with broadcasting of comments (like Twitter) or contextualized messages sent by a contributor other than Omdat Marketing & Advertising, all the comments (contributions) available to Omdat Marketing & Advertising for "live" broadcasting shall be subject to a moderation by the Advertiser. In addition to complying with the applicable legal requirements, in particular regarding the right of publicity/ image rights the moderator shall insure that the message:

- ✓ Relates to the theme of the campaign that is broadcasted;
- ✓ Does not affect the air transport sector and the operators in this sector;
- ✓ Does not constitute a source of anxiety for passengers;
- ✓ Is not likely to offend the passengers' sensibility;
- ✓ Is written in correct French and without any spelling mistake.

4.2 - Length of Advertisements/content provided

The length of Advertisements/content supplied by the Advertiser or its Agent to Omdat Marketing & Advertising must match the length of the purchased Advertisement.

The length is fixed in the specification sheets for each type of display and is binding on all advertisers.

Failure to comply with the length ordered may result in Omdat Marketing & Advertising asking the Advertiser to provide a new Advertisement of the appropriate length and failing which the length of the scheduled and invoiced Advertisement shall be that of the next longest one as set forth on the specification sheet.

4.3 - Broadcast of Advertisements/content

Should any event beyond the control of Omdat Marketing & Advertising occur that disrupts the normal operation, the display of the Advertisements/content may be temporarily suspended without any compensation or indemnity being due in that respect, either to the Advertiser or to his Agent, if any. However,

Omdat Marketing & Advertising shall do its utmost, to the extent possible, to reprogram the broadcast as part of the campaign that is the object of the Advertising Order.

Article 5 - Terms of payment

5.1 - Invoicing / Payment

Invoices are issued in compliance with the regulations applicable on the French territory and, in particular, the law of 29 January 1993.

When the Advertiser uses the services of an Agent, depending on the applicable regulations, the invoice may be sent directly to the Advertiser and/or to the Agent. In such case, payments are delegated by the Advertiser to its Agent, and the Advertiser remains liable for such payments; Omdat Marketing & Advertising retains the right to demand direct payment by the Advertiser of any amounts due and payable to it, even if the latter has already paid such amounts to the aforementioned Agent.

Any discounts or bonuses stated in these Terms shall only apply when the conditions of eligibility have been met and payment made on time. If that is not the case, Omdat Marketing & Advertising reserves the right to re-issue an invoice at the catalogue price, excluding any discount, rebate or reduction whatsoever.

The terms of payment are as follows: full payment before start of the Advertising campaign.

5.2 - Electricity costs

With respect to the backlit furniture, the costs related to electricity consumption shall be borne by the Advertiser.

5.3 - Taxes / Filing charges / Miscellaneous charges

Any applicable taxes, charges and duties relating to Advertising Locations, posting and/or advertising that, during the term of the Contract, shall be added to the price specified in the Contract which excludes taxes, charges and duties. Any registration fees are also chargeable to the Advertiser, which will duly pay them.

5.4 - Del credere

Agents assume the del credere of any Advertising Order they place with Omdat Marketing & Advertising that remains unpaid by the Advertiser for any reason whatsoever.

5.5 - Penalty clause

If payment is delayed for any reason whatsoever, outstanding amounts bear interest, without the need for a letter of reminder and as of the due date of the invoice until the payment date, at the rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) points in accordance with article L. 441-6 of the Commercial Code. Such penalties are payable on receipt of notice informing the Advertiser and/or Agent that penalties have been duly charged to them.

If any outstanding amount is not paid, and if a formal demand served by registered letter with proof of delivery goes unanswered for eight (8) days, Omdat Marketing & Advertising will be entitled, if the Contract is still valid and effective, to consider that the Contract is terminated and to take back possession of the Advertising Locations forthwith and at the same time, demand immediate payment of the amounts owing up until the expiration of the initially agreed term of the Contract.

Article 6 - Liability

6.1 On no account shall the Grantor be held liable by the Advertiser and/or its Agent under the Contract. If all or some of the Advertising Locations covered by the Contract become unavailable for any reason whatsoever while the Advertising Order is being performed, the Contract shall continue in force.

In that case, Omdat Marketing & Advertising may decide to:

- assign the Advertiser other Advertising Locations by way of compensation, or
- extend the Advertising Order, or
- issue a credit note in proportion to the number of days of unavailability and the number of Advertising Locations at issue, with no other compensation or indemnity.

By way of exception to the foregoing, Omdat Marketing & Advertising reserves the right to alter the number and/or type of Advertising Locations set forth in the Advertising Order, within the limit of eight percent (8%), to reflect the changes in such facilities, without this leading to a price adjustment.

6.2 Omdat Marketing & Advertising, alone and/or at the request of the Grantor, may at any time during the performance of the Advertising Order prohibit any exhibition, animation or advertising that may be detrimental to their interests (in particular because of the illustration, text, presentation or format). In such cases, the Advertiser shall not be entitled to any compensation but may request termination of the Contract for the portion of the advertising that has not been performed. Similarly, Omdat Marketing & Advertising, at the request of its

Grantor and on technically appropriate display spaces, may authorize the insertion of informative messages between two advertising messages, or even interrupt an advertising message being broadcast in order to broadcast a safety message.

6.3 Any use by the Advertiser of the spaces covered by the Contract for purposes other than advertising that in particular may, incidentally or otherwise, be of a political, religious or immoral nature or are contrary to accepted standards of behaviour and/or the interests of the Grantor and/or Omdat Marketing & Advertising, is prohibited and will result in the immediate termination of the Contract, and the Advertiser alone shall be liable.

Article 7 – Insurance

The Advertiser is responsible for taking out with a reputable and financially solid insurance company third-party liability insurance and a comprehensive policy covering all its equipment and the installation, exhibition and/or animation, including against theft, fire, tenant's risk and glass breakage.

The corresponding insurance policies must include a waiver vis-à-vis the Grantor and/or Omdat Marketing & Advertising including their respective employees, agents and/or principal(s), in such a way that they shall never be held liable in the event of an accident, loss, disappearance, fire, water damage or any other type of damage sustained by the facilities or exhibited items due to any reason whatsoever or by any person or entity whatsoever.

Article 8 - Intellectual Property

Omdat Marketing & Advertising may, for documentary and/or marketing purposes, reproduce and/or represent posters, digital content, the advertisement, logo(s), product(s) and/or brand(s) of Advertisers on any printed product (reviews, magazines, leaflets, sales leaflets, brochures, etc.) or on any analogue or digital medium, or save on hard disks or in electronic memory, display on screens, on the Internet, store in electronic memory or on hard disk, transfer of digitized work or scanning.

In this respect, the Advertiser hereby certifies that it is the legal owner of any and all rights to posters and/or digital content covered by the Contract and more specifically the intellectual property rights (copyright, registered trademarks and designs) of third parties that may have been incorporated into said posters, and the publicity rights of the goods and persons portrayed on said posters.

The Advertiser shall inform Omdat Marketing & Advertising of any restrictions on rights it holds that may thereby limit the period and scope of Omdat Marketing & Advertising's rights to make use of the poster and/or digital content, for five (5) years after the end of the campaign. The Advertiser also guarantees Omdat Marketing & Advertising against any recourse sought or action brought by any person or entity that directly or indirectly participates in the creation and production of the campaigns, whatever the grounds thereof, or any person or entity considering exercising its rights thereto.

Article 9 - Cancellation/Termination

If for any reason whatsoever the Advertiser and/or its Agent decides to cancel the advertising campaign initially covered by the Contract, the latter will still owe Omdat Marketing & Advertising the entire price set forth in the Contract.

Article 10 - Renewal

10.1 - Contract with tacit renewal

In any Contract where there is clause providing for tacit renewal, each Party shall notify, one (1) month before the expiration of the Contract, by registered mail with acknowledgment of receipt, its decision not to renew the Contract.

If the Parties fail to do so, the Contract shall be automatically renewed by way of tacit renewal for an equal length.

10.2 - Contract without tacit renewal

No later than three (3) months before the expiration of the Contract, the Advertiser and Omdat Marketing & Advertising must reach an agreement on the terms and conditions, in particular financial, for renewal of the Contract for an identical term.

In the event the Parties fail to do so, Omdat Marketing & Advertising may freely market the relevant Advertising Locations.

Article 11 - Transfer of Contract

The Contract is granted to the Advertiser on a strictly individual basis; the latter may only use it for its company, products and/or items sold under its brand name and specifically named in the Contract. On no account may the Advertiser and/or its Agent transfer the benefit of the Contract. Equally, any assignment of company or partnership shares leading to a change in control of the Advertiser's company, or any transfer of its business assets, must be notified to Omdat Marketing & Advertising prior to such change in control or transfer taking place, and shall only be enforceable if the transferor is personally and jointly liable with the transferee for payment of any amount owing or accruing to Omdat Marketing & Advertising.

Omdat Marketing & Advertising may freely transfer all or part of its rights and/or responsibilities hereunder, by any means whatsoever.

Article 12 – Amendments

Any appendix(ces), alterations(s), amendment(s) and/or deletion(s) to these General Terms of Sale, or to the Commercial Conditions and/or Tariffs of Omdat Marketing & Advertising that Omdat Marketing & Advertising has not approved in writing are not enforceable against Omdat Marketing & Advertising.

Article 13 - Governing law - Jurisdiction clause

The Parties have agreed that the Contract is subject to the provisions of French law, and hereby confer jurisdiction on the Nanterre Commercial Court in the event of disputes arising of or related to the Contract