

JCDecaux Lietuva UAB Advertising Services Agreement**2023****1. General provisions.**

1.1. The advertising service provider JCDecaux Lietuva UAB, registration number 110587629, registered office address: Vilniaus g. 31/1, LT-01402 Vilnius (hereinafter, JCDecaux), undertakes to provide advertising services to the Advertiser in accordance with the general terms and conditions set out in the present Advertising Services Agreement (hereinafter, the Agreement), and the special terms and conditions set out in the Annex to this Agreement.

1.2. The Annex to the Agreement is the proposal for advertising services submitted by JCDecaux and accepted in writing by the Advertiser. Each Annex to the Agreement, which shall be signed by the Parties, shall detail the specific advertising campaign and shall form an integral part of the Agreement. The Annex to the Agreement shall specify the terms and conditions for the execution of the specific advertising campaign, the advertising structures to be used for the advertising campaign (large format, small format, digital format), the payment for the services and other conditions.

1.3. All the terms and conditions of the Agreement shall apply to each advertising campaign, with the exception of the special features indicated in the relevant Annex to the Agreement.

1.4. By signing the Annex to the Agreement, JCDecaux and the Advertiser confirm that they have full authority and authorisation to enter into and perform this Agreement.

2. Terms of Payment.

2.1. The Advertiser undertakes to pay JCDecaux for the services rendered in accordance with the service fees and payment schedule/terms set out in the Annex to this Agreement.

2.1.1. Payment shall be made to JCDecaux's bank account as specified in the VAT invoice sent by JCDecaux to the Advertiser.

2.1.2. In the case of a prepayment invoice, payment shall be made to JCDecaux's bank account, also indicated in the prepayment invoice sent by JCDecaux to the Advertiser.

2.2. If the Advertiser fails to pay any sum due under this Agreement when due, a penalty at the rate of 0.06% on the outstanding amount for each day of delay shall apply.

2.3. JCDecaux shall have the right to adjust the fees set out in the Annexes to the Agreement and in the price list for the services published on JCDecaux's website (at <https://geo.icdecaux.lt/get.php?f.14084>) taking into account objectively increased costs for the performance of the Agreement, increases in the market prices of raw materials, and other objective factors. JCDecaux shall inform the Advertiser of the adjustment/change of the service fees indicated in the Annex to the Agreement and on JCDecaux's website at least thirty (30) calendar days prior to the date of entry into force of the adjusted service fees.

3. Conditions for advertising spaces and hanging/removal of advertising material.

3.1. The hanging/rehanging and removal of advertising posters shall take place on the following schedule:

3.1.1. the hanging/rehanging and removal of column posters shall take place on Monday of each week;

3.1.2. the hanging/rehanging and removal of bus shelter/city lights posters shall take place Tuesday of each week;

3.1.3. the hanging/rehanging and removal of billboards and walls shall take place on Wednesday of each week.

3.2. If the Advertiser wishes to have advertising material hung outside the scheduled times, and also in cases of delayed delivery of advertising material or where the Advertiser wishes to change the image of the advertising (to rotate it: on bus shelters/columns more often than every one (1) week, on billboards/walls more often than every four (4) weeks or to purchase services for a period of less than two (2) weeks), the Advertiser shall be subject to the additional charges for hanging advertising material as set out in the Price list. If the printed advertising material is delivered to JCDecaux late, i.e. outside the time limits set out in the Agreement, it shall be hung on the next working day following the day of receipt.

3.3. Approved advertising spaces shall be sent to the Advertiser by e-mail in an Excel attachment. The planning of the spaces shall be carried out by JCDecaux's out-of-home advertising planner. A maximum of 20% (twenty per cent) of the central locations in the entire plan may be granted for co-sponsored advertising campaigns.

3.4. The Advertiser may be provided with planes in scroller structures where posters interchange with each other on a single plane. The ratio of the first and second advertising planes shall be 60:40.

3.5. The Advertiser may also purchase advertising time in digital advertising displays where a ten (10) second advertising video clip is broadcast according to the weekly digital advertising package selected by the Advertiser, from Tuesday of one week up to and including Monday of the following week. The digital advertising shall be broadcast for the number of weeks chosen by the Advertiser.

3.6. All advertising structures used by JCDecaux are the property of JCDecaux and only JCDecaux's responsible persons may carry out the hanging/removal/installation of posters.

3.7. If the Advertiser wishes to select only certain locations of higher-visibility advertising structures without ordering the whole package of all locations of advertising structures proposed by JCDecaux according to the Advertiser's needs, the Advertiser may be charged up to three (3) times the price of advertising on such higher-visibility advertising structures.

4. Conditions for the production, delivery, return and storage of advertising material.

4.1. The production of the advertising print may be the responsibility of the Advertiser or JCDecaux. In either case, the Advertiser must send the final mock-up of the content of the advertising material to JCDecaux by email to the project manager serving the Advertiser at least eight (8) days before the start of the advertising campaign, unless other time limits for delivery are provided for in this Agreement.

4.2. The mock-up of the advertising material must be prepared in accordance with the requirements for print specified by JCDecaux and available on JCDecaux's website: <http://www.jcdecaux.lt/>.

4.3. The content of the advertising material shall comply with the guidelines and/or instructions of the responsible regulatory authorities and the requirements of the relevant legislation of the Republic of Lithuania, including, but not limited to:

4.3.1. The requirements of the Law on Advertising of the Republic of Lithuania;

4.3.2. The requirements of the Law on the Provision of Information to the Public of the Republic of Lithuania;

4.3.3. The requirements of the Law on Control of Tobacco, Tobacco Products and Related Products of the Republic of Lithuania;

4.3.4. The requirements of the Law on Alcohol Control of the Republic of Lithuania;

4.3.5. The requirements of the Law on Elections of the Republic of Lithuania and the Law on Control of Funding of Political Campaigns and Control of Funding Thereof of the Republic of Lithuania;

4.3.6. The requirements of the Law on Consumer Credit of the Republic of Lithuania.

4.4. The content of the advertising material must comply with the provisions of the JCDecaux Advertising Content Policy (hereinafter, **Advertising Content Policy**). The advertising service provider shall have the right to unilaterally refuse to broadcast the content of the advertising material that contradicts the provisions of

the Advertising Content Policy and shall have the right to submit comments with proposed corrections to the content of the advertising material in order to avoid the content of the advertising material contradicting the provisions of the Policy or the mandatory requirements of laws and other legislation.

4.5. The Advertiser confirms that on the date of conclusion of the Agreement it has duly read the provisions of the JCDecaux Advertising Content Policy and does not object to the application of the Advertising Content Policy. The JCDecaux Advertising Content Policy shall be signed together with the Advertising Services Agreement as Agreement Annex and shall be considered an integral part of this Agreement.

4.6. If a print price is specified in the Annex to the Agreement, it means that JCDecaux is responsible for the production of the advertising print. The Advertiser must then upload the agreed mock-up of the content of the advertising material to JCDecaux's server at the following internet address: <https://saugykla.balt.net/> at least eight (8) days before the start of the advertising campaign. The login passwords shall be sent to the Advertiser by e-mail after the signature of the Annex to the Agreement. The price of the advertising print already includes the monthly administration fee for small-format advertising print (for bus shelters/city lights and columns), as set out in the Price List.

4.7. If the price of the print is not specified in the Annex to the Agreement, which means that JCDecaux is not responsible for the production of the advertising print, then the Advertiser shall be responsible for the printing of the advertising material and its delivery to JCDecaux's warehouse at the following address: Jočionių g. 14, Vilnius; contact phone: +370 680 36551. In the event that the Advertiser is responsible for the production of small-format (bus shelters/city lights and/or columns) advertising material, the Advertiser undertakes to pay an additional small-format advertising material administration fee as set out in the Price List, payable in respect of the additional services provided by JCDecaux, i.e. (i) inspection of the delivered advertising print/paper according to JCDecaux's quality standards and prior to the advertising campaign if the advertising material is delivered within delivery time limits specified by JCDecaux and after the advertising campaign if the advertising material is delivered late; (ii) order distribution; (iii) storage for up to thirty (30) calendar days, at the Advertiser's option; and (iv) sorting. In the event that the inspection reveals any non-conformity of the advertising print provided by the Advertiser with the print requirements specified by JCDecaux and/or any non-conformity of the content of the advertising print with the provisions of this Agreement or the legitimate interests of JCDecaux, JCDecaux shall have the right to refuse to display the non-conforming part or the whole of the advertising material. JCDecaux may request the Advertiser to re-deliver the advertising material (meeting the print quality and/or content requirements specified by JCDecaux). Any delays in the advertising campaign caused by the Advertiser, including where the Advertiser delivers

advertising material that does not comply with the requirements and/or time limits set out in this Agreement, or where the print is of poor quality and JCDecaux is unable to display it, shall not be deemed to be a breach of JCDecaux's obligations to the Advertiser, and JCDecaux shall not be liable for any consequences to the Advertiser arising from any delay in the advertising campaign.

4.8. Printed advertising material must be delivered to the address indicated within the following time limits:

4.8.1. advertising material (posters) for columns, bus shelters and city lights must be delivered by 12:00 noon on the Friday preceding the start of the advertising campaign;

4.8.2. if the advertising campaign is to be carried out only at bus shelters and city lights in Vilnius, the printed advertising material (posters) for the campaign must be delivered by 12:00 noon on the Monday preceding the start of the advertising campaign;

4.8.3. For billboards and walls, advertising material (tarpaulins) must be delivered by 12:00 noon on the Monday preceding the start of the advertising campaign.

4.9. The Advertiser must deliver the following quantity of printed advertising material (posters/tarpaulins):

4.9.1. for billboards and walls – as many as the number of advertising planes (billboards, walls) purchased;

4.9.2. for columns, bus shelters/city lights – 10% more posters than the number of posters planned to be displayed on columns, bus shelters, city lights, but not less than 1 additional poster per city. For non-commercial projects, 50 % more posters than the number of posters planned to be displayed on columns, bus shelters, city lights.

4.10. The production of digital visual advertising material is the responsibility of the Advertiser and/or JCDecaux, depending on the type of digital advertising chosen by the Advertiser. In this regard, the Advertiser shall provide JCDecaux with the advertising material within the following time limits:

4.10.1. The final data required for the preparation of the dynamic advertising campaign must be submitted to JCDecaux to the email address of the project manager serving the Advertiser indicated at the bottom of the Annex to the Agreement at least four (4) weeks prior to the commencement of the advertising campaign;

4.10.2. In the case of the adaptation of a static graphic image to digital format, the final advertising material (mock-up) must be submitted to JCDecaux via <https://jcdecauxlietuva.wetransfer.com> at least four (4) working days before the start of the advertising campaign, i.e. by 5:00 p.m. on the Wednesday preceding the start of the advertising campaign;

4.10.3. In the case of the broadcast of a slow-motion video advertisement prepared by the Advertiser, the final version of the advertisement must be submitted to JCDecaux via

<https://jcdecauxlietuva.wetransfer.com> at least two (2) working days before the start of the advertising campaign, i.e. by 5:00 p.m. on the Friday preceding the start of the advertising campaign.

4.11. The Advertiser's digital advertising must be of high quality and shall comply with the requirements set out in this Agreement and any other requirements set out by JCDecaux on JCDecaux's website at <http://www.jcdecaux.lt/>, including but not limited to the requirement to ensure that such advertising shall be slow-motion, without flashes, glare or excessive brightness.

4.12. If the Advertiser's advertising material includes third party advertising (other than third party trademark), the Advertiser must inform JCDecaux in writing when placing the order for the advertising campaign and the third party must be named in the title of the advertising material (e.g. the mock-up of the advertisement) submitted by the Advertiser. Such third-party advertising may not occupy more than 40% (forty per cent) of the total advertising space. In addition, such third-party advertising may not use third-party image material and may only show the third party trademark. The advertising rates for the Advertiser's advertising campaign featuring third-party advertising shall be increased by a coefficient of 1.3.

4.13. Return of advertising material (print) to the Advertiser:

4.13.1. If the Advertiser wishes to have the used advertising material (print) returned, this shall be specified in the Annex to this Agreement. At the end of the advertising campaign, the Advertiser must collect the advertising material from the premises specified by JCDecaux within thirty (30) calendar days. If the Advertiser fails to collect the advertising material within the specified period of time, JCDecaux shall be entitled to destroy the advertising material without prior notice.

4.13.2. If the Advertiser purchases the service of an innovative project, the display of the innovative material on advertising structures owned by JCDecaux, such innovative project (irrespective of its material expression) and all its components, as well as all rights thereto (including intellectual property rights) shall be the property of JCDecaux, and shall not be returnable to the Advertiser after the advertising campaign, with the exception of the components provided by the Advertiser, provided that they can be separated without damage to the innovative material. If such components cannot be separated, such components and the rights thereto shall remain the property of JCDecaux on the assumption that any fee and/or compensation therefor has been included in the purchase price of the service (innovation project) agreed between the Parties, unless otherwise agreed in writing by the Parties. The Advertiser shall not acquire any rights in the innovation project (irrespective of its expression) and its components implemented by JCDecaux.

4.14. In the event that, at the request of the Advertiser, the advertising material (print) is stored in JCDecaux's warehouse, JCDecaux shall not assume the risk of damage to it and shall not be liable for any new defects in

quality, and the Advertiser undertakes not to make any claims for damage to the advertising material, defects in quality or other defects. The advertising material may be stored for up to thirty (30) calendar days. In order to ensure the quality of the services provided, advertising material which has been displayed/used once may not be displayed again on JCDecaux's advertising structures. The Advertiser must ensure at all times that the advertising material displayed is new and unused, that the advertising material is of good quality and that it complies with all JCDecaux's advertising requirements as set out in the Agreement.

4.15. If the advertising campaign is delayed (or there is an interruption in the continuity of the advertising campaign) due to JCDecaux's fault, the duration of the advertising campaign shall be extended free of charge for the period during which JCDecaux was delayed in the launch of the advertising campaign (or the duration of the interruption in the continuity of the advertising campaign).

4.16. If the delay in the advertising campaign (or any interruption in the continuity of the advertising campaign) is due to the fault of the Advertiser, then the Advertiser shall pay JCDecaux for the period during which the delay in the start of the advertising campaign (or any interruption in the continuity of the advertising campaign) occurred. If the Advertiser, without JCDecaux's knowledge, changes the final content of the advertising campaign and it is displayed without JCDecaux's final assessment and in breach of the requirements set out in the Agreement, JCDecaux reserves the right to remove the advertising material at its sole discretion and without prior notice, and the Advertiser undertakes to pay all costs incurred by JCDecaux in doing so, together with a compensation in the amount of 100% (one hundred per cent) of the value of the approved advertising campaign.

4.17. If the Advertiser is late in submitting the final mock-up of the advertising campaign, or if the mock-up submitted may damage JCDecaux's legitimate interests, reputation and/or equipment, JCDecaux may, at any time prior to the display of the advertising material, unilaterally refuse to display the Advertiser's advertisement, without stating any further reasons.

5. Conditions for the display of advertising material.

5.1. JCDecaux shall take steps to obtain the permission of the municipality in whose territory the advertising campaign is to be carried out to display the advertising material, but shall not be liable if the municipality refuses to grant such permission.

5.2. JCDecaux is not responsible for the quality of the advertising material provided by the Advertiser and for the quality of the display of this advertising material, i.e. JCDecaux is not responsible for the visual quality of the advertising campaign if this is affected by the poor quality of the advertising material provided by the

Advertiser.

5.3. JCDecaux is not responsible for the content of the advertising material provided by the Advertiser. If any person (natural or legal person, state or municipal authority) has any claims against JCDecaux in relation to the content of the advertising material provided by the Advertiser, the Advertiser shall be personally involved in any such dispute, without involving JCDecaux in the dispute. In the event that JCDecaux or its employees are fined, awarded damages or any other sanction as a result of the advertising material, the Advertiser undertakes to indemnify JCDecaux for all losses incurred. The Advertiser shall also reimburse JCDecaux for any additional costs incurred in connection with the immediate removal of the advertising material provided by the Advertiser from JCDecaux's advertising structures in compliance with decisions, resolutions and other enforceable acts of the competent state or municipal authorities.

5.4. The Advertiser confirms to JCDecaux that it is the lawful owner or holder of all copyright and other intellectual rights in the advertising material (including but not limited to its image, content and format, the trademarks used, etc.), which gives it the full right to make the advertising material public. The Advertiser shall be fully responsible for the correctness of this confirmation and any breach thereof and undertakes to indemnify and hold JCDecaux harmless against any claims, demands, damages and losses that may arise from any breach of such confirmation (as provided for in paragraph 5.3 of the Agreement).

5.5. In the absence of approval of the advertising material by the municipality, JCDecaux shall not be liable for any delay in the commencement of the advertising campaign.

5.6. If for any reason the advertising material is damaged due to the fault of JCDecaux, JCDecaux shall, within forty-eight (48) hours of discovering such damage, replace the damaged advertising material or to relocate it to another location with an approximately equivalent cost of advertising, subject to the prior written agreement of the Advertiser. In the event that it is not possible to replace the advertising material (unless the Advertiser has ordered additional advertising material), JCDecaux shall be deemed to have duly fulfilled its obligations.

6. Cancellation of the advertising campaign.

6.1. The Advertiser shall have the right to terminate the Agreement, but the Advertiser undertakes to reimburse JCDecaux for the costs of production of the advertising material (if any). In addition, the Advertiser shall pay to JCDecaux compensation consisting of:

6.1.1. 100% (one hundred per cent) of the value of the cancelled advertising campaign as approved by the Parties in the event of cancellation of the advertising campaign less than 28 days to the scheduled

commencement of the advertising campaign;

6.1.2. 50% (fifty per cent) of the value of the cancelled advertising campaign approved by the Parties (large format advertising structures) in the event of cancellation of the advertising campaign during a period of less than 84 days but more than 28 days to the scheduled commencement of the advertising campaign;

6.1.3. 50% (fifty per cent) of the value of the cancelled advertising campaign approved by the Parties (small and/or digital format advertising structures) in the event of cancellation of the advertising campaign during a period of less than forty-two (42) days but more than twenty-eight (28) days to the scheduled commencement of the advertising campaign.

7. Maintenance of advertising structures.

7.1. JCDecaux shall be responsible for the maintenance of the advertising structures, i.e. their technical condition and cleanliness.

7.2. All advertising structures used by JCDecaux are connected to the central lighting supplied by the city (except for advertising structures that are marked "Not illuminated" on the JCDecaux website). For this reason, JCDecaux is not liable for any advertising structure that is not illuminated due to a disturbance in the city's central lighting. In Kaunas and Vilnius, the lighting of JCDecaux's advertising structures is switched off daily between 01:00 a.m. and 06:00 a.m.

8. Additional conditions.

8.1. JCDecaux undertakes to provide additional services to the Advertiser if specified in the Annex to this Agreement.

8.2. At the Advertiser's request, an advertising awareness study may be carried out after the advertising campaign, the results of which shall be made available to the Advertiser within a period of six (6) weeks following the end of the advertising campaign. The price of the advertising awareness study shall be set out in the Price List or in an Annex to the Agreement.

8.3. Professional photographs of the advertising campaign may be taken at the request of the Advertiser. The Advertiser shall agree with JCDecaux the preferred locations for the photographs and the date of the submission of the photographs prior to the start of the advertising campaign. This service is only available in Vilnius.

8.4. From the date of launching the advertising campaign, JCDecaux shall be granted the right, free of charge, to publicise (including but not limited to on JCDecaux's website and social media accounts) the advertising

campaign under the Agreement using the advertising material or any part thereof, and the right to use such advertising material for demonstration purposes, provided that it is not distributed for remuneration, is not recycled and does not infringe any other copyrights in advertising material.

9. Dispute resolution and final provisions.

9.1. If the Advertiser has a claim against JCDecaux in relation to the services provided under this Agreement, the Advertiser shall submit a written claim to JCDecaux within forty-eight (48) hours of the occurrence of the damage or becoming aware of it, but in any event not later than ten (10) days after the end of the relevant advertising campaign. Failure by the Advertiser to make a claim in accordance with the procedure set out in this clause of the Agreement shall be deemed to constitute confirmation by the Advertiser of the proper performance of JCDecaux's obligations.

9.2. In the event of any defects in the quality of the work/services provided by JCDecaux, JCDecaux undertakes to remedy them free of charge within the shortest possible time.

9.3. JCDecaux shall only be liable for direct damages.

9.4. Any dispute arising between the Parties concerning the interpretation and application of this Agreement or any of its provisions shall be settled by negotiation. In the event that the dispute is not settled by negotiation within seven (7) days from the date of the written notification of the breach of the Agreement by one of the Parties to the other Party, either Party shall have the right to apply to the appropriate court of general jurisdiction in Vilnius. This Agreement is concluded and, accordingly, all disputes relating to it shall be settled in accordance with the laws of the Republic of Lithuania.

9.5. The Advertiser undertakes not to disclose to any third party (other than the cases provided in the laws of the Republic of Lithuania) the special terms and conditions set out in the Annexes to the Agreement, which are considered to be JCDecaux's trade secrets, as well as the correspondence between the Parties and other information which is considered to be confidential information. All information concerning the specific services provided by JCDecaux to the Advertiser and to other customers, the terms and conditions of their provision, the transactions concluded by JCDecaux, the advertising campaigns implemented by JCDecaux (ideas, concepts, content, scope, materials, means, duration, cost, etc.), any information about JCDecaux's customers, partners, third parties employed by JCDecaux, the conditions of cooperation with them, information of a private nature about JCDecaux's employees, as well as information of the aforementioned content or information which is clearly not intended for the Advertiser and any other information marked as confidential that is intentionally or accidentally (due to negligence) transmitted by any of the aforementioned

persons to the Advertiser shall be considered confidential.

9.6. JCDecaux undertakes to use its best endeavours to ensure that, before the start of the preparatory work necessary for the implementation of the advertising campaign ordered by the Advertiser, confidential information provided by the Advertiser concerning the forthcoming advertising campaign is not disclosed to third parties not connected with the implementation of the advertising campaign. The Parties agree that the Advertiser shall clearly identify in writing the confidential information provided by JCDecaux as confidential.

9.7. Confidential Information shall not include information published or otherwise disclosed (in the public domain) by the Party itself or by other persons in accordance with the Agreement, as well as information that is readily apparent and readily obtainable by lawful means (even if marked confidential).

9.8. The Agreement shall enter into force upon the signature of the Annex to the Agreement by JCDecaux and the Advertiser and shall remain in force indefinitely, subject to any subsequent amendments and supplements to the Agreement. For the purposes of the conclusion and execution of each new Annex to the Agreement, the Parties shall be governed by the version of the Agreement in force at the time of its signature.

9.9. All notices and exchanges of information under this Agreement shall be in writing and shall be deemed to have been duly given if sent by registered post, fax, e-mail or hand-delivered to the contact persons specified in the latest Annex to the Agreement between the Parties, and in accordance with the contact details specified therein as appropriate.

9.10. JCDecaux may unilaterally modify the terms of service at any time in the event of changes in market conditions or in the legislation governing its activities, or on other grounds. The Advertiser undertakes to check the provisions of the Agreement periodically on the JCDecaux website.