

adframe

Terms & Conditions

To be read in conjunction with the Booking Details.

Important Terms

CONFIRMATION - Please confirm the Booking Details by e-signing them or by providing us with a Purchase Order (if one is required). A booking cannot be accepted by us until either is received (this is your Order). The Order is accepted when we issue our acceptance or confirmation of your Order by email. If, therefore, you need to provide us with a PO number, please do so as soon as possible.

ARTWORK - Please send completed artwork to artwork@adframe.co.uk with your Campaign Name and Booking ID reference. Provision of artwork in line with the Artwork Specification and by the Artwork Deadline shown in the Booking Details is YOUR RESPONSIBILITY. If suitable artwork is NOT received by the date stated, we cannot make any guarantee that your poster will post on time. If we are unable to post on time due to lateness of artwork being received, you WILL be charged IN FULL for any Advertising Airtime missed. Similarly for digital bookings, it is YOUR RESPONSIBILITY to provide artwork by the Artwork Deadline otherwise we will continue to use the first/previous artwork provided until further notice.

POSTING OF PAPER POSTERS - The Booking Start Date means the first Monday of the Advertising Airtime. Not all posters will physically post on the Booking Start Date as the billposting companies work on a cycle. This cycle applies equally to the poster's removal. Posters can be posted at any time during the first week of Advertising Airtime, which runs from Monday to Sunday. The booking length of your campaign will not change.

CANCELLATIONS - Any Order cancelled within 30 days prior to the Booking Start Date will be charged IN FULL. This will INCLUDE payment of all production costs incurred by Adframe.

Cancellations of Orders which have had any discount below rate card applied at the point of sale will incur a cancellation charge.

For the avoidance of doubt, the cancellation charge will be applied retrospectively to bring all Advertising Airtime, INCLUDING any already consumed and invoiced, up to the correct chargeable rate.

See clause 7 for more details about cancellation.

PAYMENT - See clause 6. We may require payment in advance if you fail our credit check or are a new customer. Generally, we issue invoices 7 days prior to the Booking Start Date. These are on strict 7-day payment terms.

POSTERS - Paper posters allow you to change your message quickly and are kind to the environment. However, they have a limited life. We guarantee posters for two (2) weeks and if they become damaged during this time we will reprint and re-post at our own expense and reimburse lost advertising. We CANNOT make any such guarantees for bookings longer than two weeks.

EXTREME WEATHER - In cases of extreme weather (extreme weather warnings having been issued by the Met Office) some posters may be delayed in posting. We will do everything in our power to post on time, but on rare occasions this is just not possible. We are unfortunately unable to reimburse for lost advertising in these circumstances.

1 . Definitions and interpretation

1 . 1 . The following definitions apply in these Terms and Conditions.

'Adframe' means Adframe Limited, company number 16870116, whose registered office is at Adframe, 7 Park Row, Leeds, United Kingdom, LS1 5HD. 'Advertiser' means any person firm or company who acting as a Principal gives an Order.

'Advertising' means digital or paper (as the case may be) advertising content to be provided to Adframe to be shown on the Screens.

'Advertising Agency' means any person, firm, company or outdoor specialist recognised as an Advertising Agency by Adframe and who acting as a Principal gives an Order.

'Advertising Airtime' means the amount of Screen time devoted to the Principal for Advertising in accordance with Clause 5 and as otherwise agreed from time to time.

'Agent' means any person firm or company appointed by a Principal to administer an Order.

'Agreement' means the agreement between Adframe and the Principal for the supply of the Services in accordance with these Terms and Conditions.

'Artwork Deadline' means the deadline for receipt of artwork, as specified on the Booking Details or, if not stated, as set out in clause 5.2.

'Artwork Specification' means one of Adframe's specifications for artwork as published on its website.

'Back-up' means the static or video content supplied by the principal to be played in the event that the Advertising has not been tested or cannot be tested in sufficient time.

'Booking Details' means the description of the Services provided by Adframe to the Principal from time to time in the Booking Details or otherwise in writing.

'Booking Start Date' means, in respect of paper posters, the first Monday of the Advertising Airtime, and in respect of digital posters means the first day of Advertising Airtime.

'Deliverables' the deliverables set out in the Booking Details, which are produced by Adframe or its subcontractor for the Principal.

'Fees' means the fees referred to in the Order (or, if none are stated, Adframe's Rate Card rates) and such other fees as agreed between the parties to be paid in accordance with this Agreement.

'Half Month' means 14 days.

'Intellectual Property Rights' means copyright, moral rights, patents, trademarks, trade names, service marks, design rights, database rights, rights in goodwill, rights in undisclosed or confidential information (such as know-how, trade secrets), and other similar or related intellectual property rights in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

'Materials' means any artwork assets, designs, Advertiser products, posters, digital files, PDF or JPG (for digital) proofs, posting instructions or physical components required by Adframe to deliver the Order.

'Month' means 28 days.

'Order' means an order which incorporates these Terms and Conditions, given by an Advertiser or an Advertising Agency to and accepted by Adframe for the display of Advertising.

'Principal' means any Advertiser or Advertising Agency (to include their successors in title and assigns) who places an Order with Adframe and as such is liable for payment for the Services.

'Rate Card' means Adframe's current rate card, available on request.

'Screen' means the screen on which Advertising (digital, static or scroller) is displayed, situated at the Site.

'Services' means the services, including the Deliverables, supplied by Adframe to the Principal as set out in the Booking Details.

'Site' means the Adframe advertising panel or location for the campaign or Screens.

'Terms and Conditions' means these terms and conditions as amended from time to time in accordance with clause 12.7.

'Working Day' means any day being from 9am to 5pm, Monday through to and including Friday of any week, save for any such day which is a public or bank holiday.

1.1 The following rules of interpretation apply in these Terms and Conditions:
Words which follow words such as 'for example' are illustrative examples only.

A reference to writing or written includes email.

A reference to legislation is a reference to it as amended or re-enacted from time to time.

2. **Appointment**

2.1 . The Order constitutes an offer by the Principal to purchase Services in accordance with these Terms and Conditions. The Order shall only be deemed to be accepted when Adframe confirms the Order in writing, at which point and on which date the Agreement shall come into existence.

2.2 The Booking Details and any quotation given by Adframe shall not constitute an offer and is only valid for seven (7) days in the case of direct bookings and fourteen (14) days in the case of agency bookings.

2.3 These Terms and Conditions apply to the Agreement to the exclusion of any other terms that the Principal seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.4. For the avoidance of doubt, a failure by the Principal to sign the Booking Details will not imply non-acceptance of these Terms and Conditions if it has placed an Order by, for example, giving Adframe a purchase order number.

2.5. The Principal grants Adframe a non-exclusive licence to copy, adapt, use, transmit, reproduce, distribute, perform and display, in whole or in part, the Advertising on the Screens at the Sites throughout the Advertising Airtime, solely for the purpose of performing its obligations under this Agreement.

2.6. The Principal agrees that it has full authority in all matters relating to the placing of an Order and the approval or amendment of Advertising.

3. **Obligations of Adframe**

3.1 . Adframe shall supply the Services to the Customer in accordance with the Booking Details in all material respects, using reasonable care and skill.

3.2. Adframe shall use all reasonable endeavours to meet any performance dates specified in the Booking Details, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3. Adframe will be responsible at its own cost for the operation, maintenance, cleaning and repair of the Screens and will take responsibility for insurance cover in respect of the Screens. Adframe will pay all business rates and any other outgoings arising directly from the Screens at the Sites including electricity, telecommunications and all applicable running costs incurred by operating the Screens during the Term.

3.4. Adframe will schedule the Advertising as mutually agreed with the Principal and will execute any tactical content updates to the Advertising on the Screens as and when

required and requested to do so with reasonable prior notice from the Principal during normal business hours or as agreed between the parties from time to time. The parties agree that for this clause 3.2, four (4) hours during business hours will be viewed as reasonable notice. Other than provided for in this clause 3.2, Adframe will not make any alterations to the Advertising without the prior consent of the Principal.

3.5. Under this Agreement the parties acknowledge that Adframe is obliged to pay agency and specialist fees and commissions in accordance with the industry standard percentages. Further information on this can be in Adframe's "Commissions" statement on its website.

4. **Obligations of the Principal**

4.1 . The Principal will be responsible for the payment of the Fees in accordance with Clause 6 (and any other payments if applicable) and will be deemed to have full authority in all matters connected with the booking of Advertising and the approval or amendment of the Advertising including without limitation if acting on behalf of a third-party advertiser.

4.2. The Principal will bear all the risk associated with providing the Advertising to fill the Advertising Airtime and will be liable for payment of the Fees in any event if such Advertising is not provided in accordance with this Agreement.

4.3. The Principal will ensure (and will be solely liable for ensuring) that the Advertising conforms in all material aspects with all relevant codes and laws of advertising laid down whether on a statutory, legal or a self-regulatory basis (including but not limited through the ASA and OFCOM) and will ensure that the Advertising displayed on the Screens will not contain any material that is defamatory, offensive, libellous or blasphemous or which infringes the statutory or common law rights of third parties, including without limitation, Intellectual Property Rights. The Principal will also inform Adframe at the time of booking if the Advertising is for the purposes of promoting an HFSS product, as measured by the Department of Health and Social Care nutrient profiling model. Adframe may inform the Principal if Adframe has any concerns in relation to the matters covered by this clause 4.3 which the Principal must promptly consider and use its best endeavours to satisfy Adframe's concerns. In any event Adframe (acting reasonably) reserves the right to refuse to display and/or remove any Advertising during Advertising Airtime on the Screens if Adframe deems this an appropriate action or if Adframe is instructed to do so by any statutory, legal or regulatory body.

4.4. In addition to clause 4.3, the Principal will be responsible for obtaining and paying for all necessary licences and consents for the display of Advertising and/or any copyright

material contained in the Advertising or the appearance of any person in the Advertising.

- 4.5. The Principal warrants, represents and undertakes that delivery of the Advertising will be made in good time for the Advertising Airtime and such Advertising will comply with clauses 4.3 and 4.4 above. The Principal further warrants, represents and undertakes that all Advertising will be delivered to Adframe in strict accordance with the Booking Details.
- 4.6. The Principal agrees that the Advertising will not include any code, tag, image, or device of any kind which enables viewers of the Advertising to interact with the Advertising via mobile technology or other wireless means, nor will such device be attached, affixed or installed onto or in the Screens, without Adframe's consent (which may be conditioned as Adframe considers appropriate). Currently, Adframe consents to the use of QR codes within Advertising.
- 4.7. The Principal will co-operate with Adframe in all matters relating to the Services.
- 4.8. If Adframe's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Principal or failure by the Principal to perform any relevant obligation (Principal Default):
- 4.8.1 . without limiting or affecting any other right or remedy available to it, Adframe shall have the right to suspend performance of the Services until the Principal remedies the Principal Default, and to rely on the Principal Default to relieve it from the performance of any of its obligations in each case to the extent the Principal Default prevents or delays Adframe's performance of any of its obligations;
- 4.8.2. Adframe shall not be liable for any costs or losses sustained or incurred by the Principal arising directly or indirectly from Adframe's failure or delay to perform any of its obligations as set out in this clause ; and
- 4.9. the Principal shall reimburse Adframe on written demand for any costs or losses sustained or incurred by Adframe arising directly or indirectly from the Principal Default.

5. Provision, acceptance and display of Advertising and use of the Screens

- 5.1 . In the case of paper Advertising, all Materials (unless otherwise agreed in writing between Adframe and the Principal) must be delivered carriage paid to the address specified by Adframe by the Artwork Deadline.
- 5.2. All Advertising, including but not limited to applicable artwork and scheduling intentions (as set out in clause 5.7) will be delivered to Adframe by the Principal:
- 5.2.1 . in the case of digital Advertising, not less than five (5) Working Days prior to the intended display of such content unless the parties mutually agree otherwise, and not less than eight (8) Working Days prior to the intended display date of such content for campaigns which require non-standard file delivery, or which require technical testing unless the parties mutually agree otherwise; and

- 5.2.2. in the case of paper Advertising, not less than ten (10) Working Days prior to the intended display of such content, unless the parties mutually agree otherwise.
- 5.3. The Artwork Deadline will always fall on a Working Day, even if this is not stated.
- 5.4. In the event that Advertising is not delivered late, or not in accordance with the Artwork Specification, then Adframe will use reasonable endeavours to meet the Booking Start Date but reserves the right to show the previous day's scheduling or leave vacant such advertising space. In circumstances where Adframe can meet the Booking Start Date, the Principal agrees it will be liable to pay the Fees and any additional posting fees reasonably incurred by Adframe in meeting the Booking Start Date. In circumstances where Adframe is unable to meet the Booking Start Date, the Principal agrees it will be liable to pay the Fees in any event.
- 5.5. The Principal is not entitled to print its own poster for the Order unless otherwise specifically agreed in the Booking Details.
- 5.6. Adframe, upon reasonable request from the Principal, will reformat any original creative work supplied by the Principal to Adframe for fees to be agreed at the relevant time. The Principal acknowledges that it may not at times be possible for Adframe to reformat such creative work in the manner which is required but Adframe will notify the Principal of the same and both parties will act in good faith to attempt to achieve the best results possible. The Principal acknowledges and accepts that if Adframe has attempted to reformat creative work but is unable to reformat creative work in time for the scheduled display, such display may be displayed late, and the fee charged for the reformatting will not be refunded.
- 5.7. When the Principal is entitled to a change of Advertising without separate charge and stipulates a time on a date upon which such change should commence, Adframe will complete such change as soon as reasonably possible from the stipulated time on the applicable date, provided that Adframe has received the Advertising in accordance with clause 5.1 above. Unless otherwise agreed by the Principal Adframe will not commence such change before the stipulated time on the applicable date.
- 5.8. It is further agreed that:
- 5.8.1 . The Principal must specify at the time of booking in writing its preferred schedule for the Advertising Airtime and these timings must correspond with the Booking Details. The Advertising will be displayed in accordance with the times agreed between the parties. The Principal acknowledges that there may be a time delay between the Principal submitting live feed data to Adframe and Adframe receiving it, and that live data content may not be displayed immediately after submission to Adframe.
- 5.8.2. The Principal will have the opportunity to use up to two (2) pieces of Advertising copy per day during a campaign, unless the parties mutually agree otherwise which may be subject to an additional cost.
- 5.8.3. Without prejudice to clause 12.2, if Advertising is timely delivered by the Principal and/or is delivered in accordance with the Booking Details but such Advertising cannot display in accordance with the applicable timetable and/or at the Sites (or

any one of the same) for operational reasons, and if alternative options are available, Adframe will inform the Principal and offer to the Principal available substitute dates, times and/or sites that are of a similar quality and value in Adframe's sole opinion. If the Principal refuses such substitute dates, times and/or sites, either Party may terminate this Agreement in writing in part to the extent that such affected bookings are no longer available. Adframe will not be liable for any credits or refunds if the Principal refuses such substitute dates, times and/or sites and elects to terminate this Agreement in part.

- 5.8.4. The Principal acknowledges and agrees that there may be occasions when Adframe will be obliged to make the scheduled Site available to other customers during the term of this Agreement to accommodate a complex campaign. If alternative options are available, Adframe will inform the Principal and offer to the Principal available substitute dates, times and/or sites that are of a similar quality and value in Adframe's sole opinion. If the Principal refuses such substitute dates, times and/or sites, either Party may partially terminate this Agreement in writing solely to the extent that such affected bookings are no longer available. Adframe will not be liable to pay any credits or refunds if the Principal refuses such substitute dates, times and/or sites and elects to terminate this Agreement in part.
- 5.8.5. If the Principal so requests within thirty (30) days after the last date of the display of the Advertising, Adframe will return the Advertising to the Principal at the Principal's sole cost and expense in the form that it was submitted to Adframe. If the Principal does not so request, Adframe may at its sole option (a) dispose of the Advertising at any time after such 30-day period following the last display date of the Advertising, or (b) keep such Advertising as it deems fit for Adframe's own archiving purposes; and
- 5.8.6. In the event of an emergency situation in Adframe 's opinion or if requested by a governmental body or authority Adframe reserves the right to display public announcements on the Screens which may or may not interfere with the scheduling of Advertising agreed between the parties. If such public announcements do interfere with the Advertising scheduling, Adframe will use reasonable endeavours to either offer the Principal a suitable alternative schedule or a credit against any future display (subject to availability), at its discretion.

6. Payments

- 6.1 . The Fees are for use of Advertising Airtime and space only and do not include charges for creation, design, production and/or delivery of Advertising. All additional charges in connection with any additional services provided by Adframe shall be agreed to in writing by the parties and such matters shall be governed by the terms of this Agreement.
- 6.2. The Rate Card may change without notice, but any change will not apply to live campaigns.
- 6.3. The Fees and additional charges are exclusive of VAT which will be charged where applicable.

- 6.4. Unless otherwise mutually agreed in writing, invoices will be sent to the Principal's address.
- 6.5. The Principal will pay each invoice in accordance with the payment terms stated on the Booking Details, or, if none are stated, within 7 days of receipt of the invoice. Time for payment is of the essence. Failure to pay these invoices on time could result in your advert being removed until paid. You would still be liable to pay for the time not displayed during this period.
- 6.6. In some cases, the payment terms will be that the Fees and additional charges are paid in advance. For example, we may require payment in advance if you fail our credit check or are a new customer. The amount payable up front is at our discretion and would be, at a minimum, one month's worth of the booking, or the whole booking if it is for less than one month.
- 6.7. Generally, we issue invoices 7 days prior to the Booking Start Date. From then on, the remaining invoices are generally monthly, and on a strict 7-day payment terms, until the full booking is paid.
- 6.8. Any queries regarding invoices must be submitted to Adframe's Accounts department in writing by the later of (a) 5 days of the date of the invoice or (b) 5 days from the date of first display of the Advertising.
- 6.9. Adframe will be entitled to charge interest on any amount not paid when due under this Agreement at the rate of 4% above Barclay's Bank base rate in force from time to time from the due date of payment until the actual date of payment.
- 6.10. Adframe will be entitled to suspend the Services if an invoice remains unpaid 7 days after Adframe has notified the Principal that it has not been paid.
- 6.11. Adframe will pay all relevant agency commission fees in accordance with clause 3.4.
- 6.12. All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. **Cancellations**

- 7.1.1. Adframe will not accept any cancellations of Advertising display in October, November and December. The Principal will be liable for full payment for Orders for display in these months.
- 7.1.2. Subject to clauses 7.1.1 and 7.1.3, this Agreement may be cancelled by either party by giving the other party 12 weeks' written notice in respect of paper ('classic') Advertising and four weeks in respect of digital Advertising.
- 7.1.3. In the event of a Principal giving notice to cancel a display within the 12- / four-week notice period prior to the Booking Start Date, Adframe will accept such a notice on payment of the following percentages of the total gross contract price, namely:

15% if less than 90 days but 75 or more days' notice is given;
30% if less than 75 days but 60 or more days' notice is given;
40% if less than 60 days but 45 or more days' notice is given;
70% if less than 45 days but 30 or more days' notice is given;
90% if less than 30 days but more than 14 days' notice is given; and
100% if less than 14 days' notice is given.

- 7.2. Where the quoted price includes a discount for booking a certain amount of Advertising Airtime, a cancellation will result in a cancellation charge, being the difference between the discounted rate and Adframe's Rate Card rates. Adframe will invoice the cancellation charge and the Principal will pay such invoice within 7 days of receipt.
- 7.3. Where the Principal has cancelled the Order, or been deemed to have cancelled it, Adframe shall be entitled to offer third parties the Site(s) even if the Principal has paid the full fees and cancellation charges due.
- 7.4. Subject always to clause 9, if Adframe provides the Principal with an incorrect or incomplete Booking Details document and Adframe has not corrected such error by submitting to the Principal the correct Booking Details within a reasonable time to allow the Principal to ensure Advertising is delivered to Adframe in accordance with the correct Booking Details timely prior to display, Adframe may make available a credit to the Principal equivalent to the value of the Advertising so affected. For the avoidance of doubt, a failure in a Screen's functionality due to a third-party failure to supply electricity will not constitute a breach on the part of Adframe and no credit will be due in this respect. If the Principal is an agency acting on behalf of an advertiser, the Principal warrants and undertakes to pass such credit (if applicable) on to its client.
- 7.5. For the avoidance of doubt, it is the Principal's responsibility to check the Booking Details are correct and complete and meet its campaign requirements.
- 7.6. The Principal must submit all claims for credit under the terms herein to Adframe in writing within 21 days following the end of the period of display noted on the relevant invoice with sufficient information to enable Adframe to consider the claim. Adframe will not be required to consider any claim submitted after the due date. Adframe will only consider a credit claim if it has been notified of a fault or matter giving rise to a credit in accordance with the terms herein.
- 7.7. Adframe does not guarantee continuous error-free display over 95% in respect of digital displays.

8. **Warranties, liability and indemnities**

- 8.1 . In addition to any other rights provided under this Agreement, Adframe will have the right to see Advertising prior to commencement of display and will have the right to refuse to display or continue to display any Advertising for any reason including but not limited to Advertising which does not comply in all respects with the Principal's warranties and undertakings detailed in this Agreement and/or which

differs in any material respect from the Advertising specified at the time of booking or from the Booking Details or which is subsequently changed without the approval of Adframe.

- 8.2 The Principal will indemnify, keep fully indemnified and hold harmless Adframe against all losses, actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities arising from or in connection with the Principal's negligence or any breach by the Principal of this Agreement or in any manner whatsoever arising (including but not limited to any such losses, actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities arising from any third-party claim).
- 8.3 Adframe's liability in respect of each Order (whether in contract, negligence, breach of statutory duty or otherwise) will be limited to the Fees paid or payable by the Principal in respect of the Order. Adframe will not be liable for loss or damage to paper posters caused by fire, storms or lightning. Adframe will not be liable for indirect loss, loss of profit, or damage to reputation.

9. Non-display of Advertising on Screens

- 9.1 . Adframe will inspect any faulty or damaged Screen as soon as reasonably practicable following becoming aware of such fault or damage. Adframe agrees to act in good faith to ensure that any faulty or damaged Screen is returned to full working order as soon as is reasonably practicable. Adframe will not be liable for any credits to the Principal for the duration that a Screen remains damaged or faulty if remedied within a reasonable period (which, for these purposes, means within 48 hours of becoming aware of the fault) or as a result of a Force Majeure Event.
- 9.2. In addition to the foregoing, if the Advertising forms part of a dynamic campaign:
- 9.2.1 . The Principal will ensure that materials such as SWF files, will be delivered to Adframe in time to allow for 8 days of testing before the In Charge Date, unless the parties agree otherwise.
- 9.2.2. The Principal will provide suitable Back-Up materials, embedded in the relevant dynamic file, to Adframe, for display in the event of failure of the dynamic content.
- 9.2.3. The Principal undertakes to inform Adframe of the scope of the campaign and to keep
Adframe informed of any changes to the scope and detail of the campaign and provide
Adframe with such details relating to the campaign as it may request to enable Adframe to deliver the agreed Order. If the Principal should wish to change the scope or detail of the campaign, it will discuss such changes with Adframe, giving Adframe at least 8 Working Days' notice in accordance with clause 5.1 above.
- 9.2.4. In the event that the Principal wishes to be responsible for moderating any material displayed on the Screens, the Principal undertakes to sign Adframe's form of moderation agreement.

9.3. The Principal acknowledges and agrees that Adframe has no control over elements to a dynamic campaign which are provided by third parties, such as data sources and data communications providers and that Adframe will not be liable for any failures to the Advertising or display arising out of failures from such third-party sources.

10. **Termination**

10.1 . Adframe may terminate this Agreement by giving written notice to the Principal if the Principal commits any material breach of any of the provisions of this Agreement and either:

10.1.1 . the breach is not capable of remedy; or

10.1.2. if the breach is capable of remedy (including but not limited to where the Principal has failed to pay the Fees within the required time periods), and the Principal fails to remedy it within 3 days after receiving a written notice from Adframe containing full particulars of the material breach requiring it to be remedied.

10.2. Adframe may terminate this Agreement immediately if Adframe is required to do so pursuant to any agreements it has with any superior or head landlord or any other applicable third-party.

10.3. If during this Agreement any Screen at any Site is validly declared by any government, planning, health and safety, traffic or judicial authority to be illegal, then in the event that within a period of 7 days of receipt by the Principal from Adframe of written notice of such declaration the parties fail to agree a variation of the terms of this Agreement which, in the sole opinion of Adframe both cures the illegality and preserves the commercial viability of the Agreement, then Adframe may without liability terminate the Agreement by notice in writing to the Principal.

10.4. Either party may terminate this Agreement forthwith by notice in writing to the other party (a) if the other party enters into liquidation or dissolution otherwise than for the purpose of an amalgamation or reconstruction (save in circumstances approved by the first party); or (b) if the other party ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertakings, enters into any competition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability.

10.5. Termination of this Agreement by either party and for any reason will be without prejudice to any rights that may have accrued as at the date of such termination.

11 . **Confidentiality**

During the period of this Agreement and for 5 years thereafter each party will ensure that the details of this Agreement and any other confidential information belonging to the other party (for example, relating to the pricing, business, products, accounts, finance or contractual arrangements or other dealings, transactions, Intellectual Property Rights, technical information or trade secrets of the other party) is not disclosed to any other person, firm or corporation.

12. **General**

12.1 . Force Majeure: Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if

such delay or failure results from events, circumstances or causes beyond its reasonable control. This includes building works being carried out by third parties at the Sites. The affected party will notify the other party promptly and use all reasonable endeavours to resolve such cause preventing performance. In the event such affected party is unable to perform its obligations within three months of the date such cause arises, either party will be entitled to terminate this Agreement immediately on written notice to the other without liability or giving rise to any claim in this regard.

12.2. Screens: The parties hereby acknowledge and agree that:

12.2.1 . Adframe's obligations hereunder are expressly subject to and subordinate to the terms and conditions of any applicable ground lease, licence, permits and other similar underlying agreements and rights held by Adframe and to applicable English laws and regulations (including without limitation advertising and planning regulations); and

12.2.2. The Screens will always be the sole property of Adframe or its licensor, and the Principal hereby disclaims any rights whatsoever to make any claim against the same. Notwithstanding anything to the contrary herein, Adframe may at any time undertake such renovation, refurbishment or similar activity on the Screens as Adframe considers appropriate without any liability to the Principal. Other than Adframe's obligations to display the Advertising as set forth herein, the Principal will have no right whatsoever to approve or control the form or content of any other unrelated advertising content or materials on the Screens or any other Adframe property.

12.3. Anti-bribery: The Principal will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Foreign Corrupt Practices Act of 1977 and Bribery Act 2010 ("Relevant Requirements"). At any time when requested by Adframe, a director of the Principal (or the Principal if the Principal is not a company) will certify in writing that the Principal is and always has been in compliance with all Relevant Requirements. The Principal may cancel this Agreement or terminate an agreement with the Principal immediately by giving written notice to the Principal if the Principal is, or Adframe reasonably suspects that the Principal is, in breach of this clause.

12.4. Anti-slavery: The Principal will comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

12.5. Assignment: If the Principal is an agency, it will not assign this Agreement except to another agency which succeeds to its business of representing the advertiser and provided the successor agency assumes all the Principal's obligations hereunder. If the Principal is an advertiser not acting through an agency, it will not assign this Agreement nor will the Principal be substituted by an agency or advertiser to another advertiser, it being acknowledged and agreed that this Agreement is personal to the Principal.

- 12.6. Waiver: No failure, delay or neglect by either party to enforce at any time any provision of this Agreement will be construed as, nor will it be deemed a waiver of, that party's right in respect of such provision nor will it in any way affect the validity of this Agreement nor prejudice that party's rights to take any subsequent action.
- 12.7. Variation: Except where provided for in this Agreement no variation to this Agreement will be binding on either party unless in writing and explicitly agreed by both parties.
- 12.8. Rights of third parties: No person who is not a party to this Agreement will be entitled to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 nor will the consent of any third party be required in respect of any amendment to be made to this Agreement agreed between the parties.
- 12.9. Notices: Any notice to be given under this Agreement will be in writing unless the parties mutually agree otherwise and will be deemed to be effectively served if sent by first class registered post to the Principal and to Adframe at their respective registered offices.
- 12.10. Entire agreement: This Agreement contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this agreement.
- 12.11. Law and jurisdiction: This Agreement will be governed and construed in accordance with the laws of England and the parties hereby agree to submit to the exclusive jurisdiction of the courts of England.

All prices quoted are subject to VAT.

Company No. 16870116

Vat No. 507244803