

Standard Terms and Conditions of Sale 2008

The Advertiser: any private individual or public corporation purchasing on his own behalf advertising campaigns, either directly or through an Agent, is considered to be an Advertiser.

The Agent: any natural person or legal entity conducting transactions of purchasing advertising space on behalf of an Advertiser under a written agency Contract in accordance with the provisions of the n° 93-122 Act of 29 January 1993 and presenting a copy of the proof of mandate binding him to the Advertiser is deemed to be an Agent. Active agency is understood to mean an assignment carried out by an agency, as defined above, between 1st January 2008 and 31st December 2008, applying for advertising campaigns to be carried out from 1st January 2008 (date when the Contract takes effect) until 31st December 2008 (for the short-term networks, the implementation period to be taken into account is from 19th December 2007 to 1st January 2009).

Site: 'site' is understood as meaning one or a series advertising mediums with one or more sides, map-referenced at a single price or not to be sold separately.

Premiums: 'Premiums' is understood to mean a Contract for one or a series of positions for a minimum period of 6 months without interruption.

Networks: 'Networks' is understood to mean a Contract for a series of sites for a 'short-term period' and/or for an identical period of less than 6 months.

Specials: 'Specials' is understood as meaning any advertising campaign not falling within the standard advertising formats (i.e. exterior giant objects, banners...) and any promotional drive on site (podium, distribution of brochures...).

Article 1 - Acceptance of the Standard Terms and Conditions of Sale - Taking out a Contract for advertising at the airport by an Advertiser or his Agent (or the "Contract") means that he unreservedly accepts the present Standard Terms and Conditions of Sale and complies with the laws and regulations governing advertising. The Advertiser's or his Agent's conditions of sale are not enforceable against JCDecaux Airport France. The rates and Standard Terms and Conditions of Sale in force shall be those mentioned in the Contract taken out by the Advertiser and/or his Agent. The prices are shown exclusive of VAT.

Article 2 - Amendments - JCDecaux Airport France reserves the right to amend the Standard Terms and Conditions of Sale at any time. Likewise, JCDecaux Airport France reserves the right to change its prices at any time.

Article 3 - Indexation - If the Contract refers in its Standard Terms and Conditions of Sale to price indexation, a revision will be performed on the 1st of January each year in proportion to, on the one hand, variations in passenger traffic through the airport or passenger presence at the position concerned (taking as a reference an aggregate of the annual traffic from July-June or the calendar year preceding the execution of the Contract) and, on the other hand, variations in the building costs index in France, published by I.N.S.E.E., (National Institute of Statistics and Economic Studies), the base index being the last known on the date of execution of the Contract.

Article 4 - End of the concession - Should one or more concessions granted to JCDecaux Airport France cease for any reason whatsoever, the latter may terminate the Contract without having to pay compensation for the part of the advertising that cannot be carried out.

Article 5 - Cancellation/Termination - If the Advertiser decides to cancel the publicity campaign originally indicated in the Contract for any reason other than those regarding cancellation or termination stipulated in the document herein, JCDecaux Airport France shall be within its rights to invoice the total cost indicated in said Contract.

Please note the specific cancellation/termination conditions referring to 'Premium' Contracts below :

- 1 - with 'Premium' Contracts (1 year minimum), any cancellation by the Advertiser during the campaign in progress must be expressly notified by registered letter to JCDecaux Airport with six months' notice starting from the date said letter is presented;
- 2 - 'Premium' Contracts for a duration of less than one year may not be cancelled;
- 3 - with 'Premium' Contracts of 2 years and more benefiting from the commitment bonus, no cancellation during the campaign may take effect before the beginning of the second year of the Contract under the same conditions as previously indicated;
- 4 - if the Contract mentions a tacit renewal clause in the special conditions, renewals shall be for period of one year unless notice of termination, sent by registered letter, is received six months before the period in progress expires.

Article 6 - Renewal - JCDecaux Airport France must notify the Advertiser in writing four (4) months prior to the expiration of the Contract with a tacit renewal clause and include in such notice the conditions of renewal. The Advertiser has one (1) month to notify by registered mail with confirmation of receipt of its intention not to renew such Contract. The Contract for which one of the Parties failed to notify its intention not to renew the Contract within the time period provided herein shall be renewed automatically for the same term.

Article 7 - Taxes - Registration - Miscellaneous charges - Any taxes in force at the time the advertising is performed shall be added to the price, exclusive of VAT, specified in the Standard Terms and Conditions of Sale. Any costs for registering the Contract shall be borne by Advertiser who agrees. Advertiser shall always be liable for any charges relating to the sites or advertising, in any form whatsoever, either at the time the advertising is being put up or whilst it is on display or when equipment is replaced. Whatever their nature, they shall not constitute a reason for terminating the Contract.

Article 8 - Validity - A Contract shall only be deemed to have entered into force after JCDecaux Airport France has signed it. Accordingly, if the Advertiser fails to return one of the three original copies of the Contract duly initialled and signed within ten working days following its receipt, the terms previously negotiated with JCDecaux Airport France may at the latter's instigation lapse ipso jure. In no circumstances shall JCDecaux Airport France be blamed for the agent's failure to sign the Contract. Moreover, as a result JCDecaux Airport France shall in no circumstances suffer any loss whatsoever, the Advertiser being jointly and severally bound by the undertakings towards JCDecaux Airport France. In case the Advertiser or his Agent requests a correction or amendment, JCDecaux Airport France reserves the right to refuse and to terminate the Contract.

Article 9 - Joint and several liability - Advertising agencies and purchasing groups taking out a Contract act as Agents in the name of and on behalf of the Advertiser. In the situation where, on the Advertiser's instructions, invoices are made out in the name of the Agent, the Agent states that he is jointly and severally liable for paying JCDecaux Airport France.

Article 10 - Payment - The discounts or bonuses figuring in these conditions shall only become final when the conditions for obtaining them have been fulfilled and payment has been made on the correct date. Failing this, JCDecaux Airport France reserves the right to re-invoice at the rate shown on the price list. The terms in the Contracts are as follows: 60 days from the date of invoice. Under certain circumstances JCDecaux Airport France may have to request a client to pay in advance, either in full or in part, the price stipulated in the Contract, before carrying out the campaign.

Article 11 - Payment and non-payment - Penalty clause - JCDecaux Airport France recovers the amount due for the Contract. In case of late payment for some reason whatsoever, the amounts due will by right bear interest at the rate of 1.5 times the legal interest rate in force on the due date for the payment of those amounts. When, by order of the Advertiser and under his responsibility, the payments are entrusted with his Representative the invoices can be made out to that latter after deducting any professional discount, where appropriate, without having to use this transaction as evidence against JCDecaux Airport France which maintains the faculty, if need be, to invoice directly the Advertiser the amounts which might be due to him. The non-payment of an invoice on the due date will, without any need to send a reminder, result in invoicing the penalties for late payment from the due date till the effective date of payment at the rate of interest applied by the European Central Bank to its most recent refinancing transaction increased by 7 points in accordance with NRE law no. 2001-420-Art. 53 dated 05/15/01. These penalties will be payable on receipt of the notice informing the Advertiser and/or the Representative that those penalties have been entered in their debit. In case of non-payment of a sum-due, and after simple reminder by registered letter having remained without any effect for eight days, JCDecaux Airport France will have the faculty, if the Contract is still in progress, to consider it terminated and take immediately possession of the advertising spaces by claiming as compensation without delay, in addition to the amounts due, either the balance of the Contract signed, or an increase of 25% of the debt. The winding up by decision of court of the Advertiser will by right result in the termination of the Contract at the expiry of the quarter during which it would have been declared.

Article 12 - Liability of JCDecaux Airport France - In no circumstances shall the advertiser hold the Contractors of JCDecaux Airport France liable during the advertising, display and/or promotional drive covered by this Contract. If, on the date of commencement or during the course of the advertising, display and/or promotional drive, all or part of the positions covered by the Contracts should be unavailable for any reason whatsoever, the Contract shall continue and JCDecaux Airport France, shall either allocate the Advertiser other positions by way of compensation or extend the advertising, display and/or promotional drive, or grant credit *in proportion* to the duration of the failure to enjoy their use and the number of positions involved, without any other compensation. Furthermore, at the Contractors' request, JCDecaux Airport France, may at any time, before or after putting up the advertising or during any display or promotional drive, prohibit any advertising, display and/or promotional drive likely to inconvenience or harm the interests of the Contractors (in particular, because of the illustration, the wording, presentation, multiplicity or format). In that situation, the Advertiser shall not be entitled to any compensation but may request termination of the Contract for the part of the advertising that has not been carried out. Likewise, at the request of its Contractors and on display systems that are technically suitable, JCDecaux Airport France may authorise information messages to be inserted between two advertising messages or even interrupt an advertising message being displayed to allow a safety message to be broadcast.

Article 13 - Transfer of the benefits of the Contract - The Contract is strictly personal to the Advertiser who may only use it for his company, products or articles sold under his brand and whose names are specified in the Standard terms and Conditions of Sale. In no circumstances may the Advertiser transfer the benefit of the Contract.

Article 14 - Submission of layouts - The Advertiser must submit to JCDecaux Airport France no later than 15 days before the date of display or availability of the position stipulated in the Standard Terms and Conditions of Sale, an advertising layout for the envisaged display or promotional drive. JCDecaux Airport France reserves the right to have the layout changed until it is accepted and its refusal shall not lead to termination of the Contract or to any compensation should the display be delayed. The layout for the display system must comply in particular with the colour code for signage currently in force. The display or promotional drive fittings must not inconvenience the public or disrupt traffic.

Article 15 - Installation (for display systems apart from 'Special' systems) - Installation and removal of displays are carried out by JCDecaux Airport France, under its responsibility, and shall entail a separate invoice in the event of a change in decoration during the active period of the Contract. If the installation dates scheduled in the Contract fall on a public holiday or a weekend (Saturday or Sunday), JCDecaux Airport France shall dispose of a further 48 hours to complete said installation. In the event that installation cannot be carried out on the date scheduled for reason beyond the Advertiser's control, JCDecaux Airport France shall compensate the Advertiser, as the latter wishes, in the form of either an extended display period, or a credit note, if this deadline is passed.

Article 16 - Installing (sail advertising) - The installation and removal of a sail advertising are carried out through JCDecaux Airport France and under its responsibility, after the submission of the advanced layout of the advertisement by the Advertiser in accordance with the provision of Article 13 above. JCDecaux Airport France undertakes to implement everything so that, once the advanced layout is validated, the installation is carried out at the latest on the effective date of the Contract. Nevertheless, the Advertiser must accept on advance the fact that this installation could be delayed while awaiting favourable climatic conditions.

Article 17 - Conditions for using the areas (glass display cases and podiums) - The areas and/or display cases mentioned in the Standard Terms and Conditions of Sale will be put empty at Advertiser's disposal and it shall be Advertiser's responsibility to arrange and equip them at his expense, complying with the specifications and/or technical and safety standards applicable at the position(s) concerned and which he acknowledges having read beforehand. The advertising equipment displayed must be kept spotlessly clean. Failure to comply with that obligation shall authorise JCDecaux Airport France to clean it itself, at the Advertiser's expense. The areas and/or display cases stipulated in the Standard Terms and Conditions of Sale are offered for advertising purposes only with the exclusion of any other commercial transactions. Any display by the Advertiser which, whether incidentally or not, may be of a political, denominational nature or offend morality/or the interests of the Contractors and /or JCDecaux Airport France, are prohibited. The Advertiser undertakes to ensure that the area put as his disposal does not remain unoccupied for more than 24 hours. Failure to comply with that obligation authorises JCDecaux Airport France to put up any

decoration it deems fit until the Advertiser occupies it, however this shall not entail any amendment to the Contract insofar as it concerns either the price or the duration. Display cases must be lit every day throughout the duration of their use unless there are any legal requirements to the contrary or electrical current restrictions, and the Contractor(s)'s agents and employees of JCDecaux Airport France may enter them at any time and carry out any checks they deem necessary. Presentation of any sales products, materials, samples or equipment in the areas and /or display units specified in the Standard Terms and Conditions of Sale will always be the risk of the Advertiser, who must hold the legal requirements and police regulations in force and obtain all the necessary permits. However, in no circumstances shall the airport authorities or the positions concerned, and/or JCDecaux Airport France in any way be held liable in this matter. If the Advertiser is evicted for any reason whatsoever or when the Contract expires, the Parties expressly agree that the remaining display items shall be removed by JCDecaux Airport France, which shall not be held liable, and made available to the Advertiser insofar as, under this Contract, they remain his property. When the Contract expires, the Advertiser undertakes to return the premises in the condition in which he originally found them. The Advertiser shall be obliged to bear any refurbishment costs and, generally, the costs of repairing any damage he has caused.

Article 18 - Use of displays for professional purposes - Unless the Advertiser has expressly notified his refusal, JCDecaux Airport France may for information and/or marketing purposes, reproduce and show adverts and advertisers' brands on any printed matter (journal, magazine, leaflets, sales presentations, brochures, etc) and on any tape, whether analogue or digital, load them to hard disks or random access memory, display them on screens, post them to the Internet, store them in the random access memory or on hard disks, transmit the digitised work or scan them. In that respect, the Advertiser declares that he owns all the rights over the displays covered by the Contract, and more particularly the intellectual property rights (royalties, trade marks and designs) of third parties which may have been incorporated into the said displays, as well as image rights over the goods and people shown in the adverts. The Advertiser shall inform JCDecaux Airport France of any restriction covering the rights he owns and which accordingly would limit both the duration and scope of JCDecaux Airport France's right to make use of the displays.

Article 19 - Supply and return of equipment (display systems) – The Advertiser should take care of the display material necessary for the installation of the advertisement and hand it over at the latest three weeks before the date of poster-advertising provided for in the Standard Terms and Conditions of Sale at the address mentioned by JCDecaux Airport France. The Advertiser should comply with the requirements of JCDecaux Airport France as regards the number, nature and characteristic features of the display material and especially with the specifications of the Union de la Publicité Extérieure (Union of Outdoor Advertising) with respect to the display carried out in France. Concerning more particularly the rolling furniture of the networks Paris Parcours, Accès, Paris Flight, Régionales, only recto 4 / verso 3 or 4 colour litho is accepted on Modern Mat Coated paper 130 gsm. In the event of non-compliance of these technological requirements, these posters will be returned to the Advertiser, and the campaign will be delayed until the delivery of a proper poster-advertising material and the availability of the network(s) initially reserved. In case their transparency requires a blanking paper, the Advertiser should take care of the supply and installation of the latter in addition to the price mentioned in the Standard Terms and Conditions of Sale. The defect, the delay and the delivery error of the display material as well as the supply of a material unfit for display or in insufficient number are not available against JCDecaux Airport France and can in no way result in any modification of this Contract especially concerning the price as much as the poster-advertising period. If during the Contract period, it turns out that it is necessary to replace the display material which has become unfit for the poster-advertising, the Advertiser, at the request of JCDecaux Airport France, should supply the necessary items within a time limit of 30 days, failing which, JCDecaux Airport France will be entitled to proceed with the removal of the advertising, without this having to result in any reduction in the price mentioned in the Standard Terms and Conditions of Sale. At the end of the display period, JCDecaux Airport France shall in no circumstances be obliged to return the advertising equipment used, even if, in consequence of cause beyond control or fortuitous occurrence, the Advertiser has not enjoyed the use of his advertising the installation of which would nevertheless have been carried out.

Article 20 - Proof - Checking (display systems) - Proof of the placing shall be given by JCDecaux Airport France as soon as possible. In order to be enforceable against JCDecaux Airport France, any check by the Advertiser must have been carried out in the presence of a staff member of JCDecaux Airport France specially appointed for that purpose.

Article 21 - Insurance - The Advertiser shall be responsible for taking out third party liability insurance and a comprehensive policy covering all his equipment and fittings, display or promotional drive against - at least - theft, fire, tenant's liability and glass breakage. Insurance shall include a waiver of claim against the airport authorities and /or the positions in question and JCDecaux Airport France, 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.

Article 22 - Multiplicity of Advertisers - An advert or below-the-line device must include only one Advertiser. However, not with standing Article 10 herebefore, a fixed increase of 20% per Advertiser based on the general price list shall be applied as compensation for loss of earnings on any advertising, exhibition and/or promotional drive which, after the express approval of JCDecaux Airport France, includes one or several extra brands of different Advertisers.

Article 23 - Applicable law - Clause awarding jurisdiction - The Parties have agreed to submit the present Contract to the provisions of French law and to award jurisdiction to the Commercial Court of Nanterre in case of problems concerning the interpretation or performance of the Contract.

Article 24 – Law relating to the use of the French language - If the advertising text is not in French, it is compulsory to include a translation in the French language on the poster. The presentation in French must be as legible and understandable as the presentation in the foreign language: law n°94-665 of August 4, 1994.

Article 25 - The provisions of the Contract are the only ones binding the Parties, even if the Advertiser or his Agent sends an advertising order to JCDecaux Airport France.