

Advertising Sales Agreement

Your Business

| | | | |
|---------------------------|--|----------------|--|
| Client Name | | Contact Name | |
| Billing address | | Purchase Order | |
| Registered office address | | Telephone | |
| Description of business | | Mobile | |
| | | Client Reg No | |
| | | Email | |

Your Campaign

| | | | |
|--|---------------|-------------------------|--------------|
| In-charge Dates | | Out-charge Dates | |
| Panel Summary - Refer to Attached Schedules | | | |
| Digital | Bursts | Panels | Plays |
| Adshel Live | | | |
| Asda Live | | | |
| GBBCA | | | |
| Malls | | | |
| Classic | Bursts | Panels | Rates |
| Large | | | |
| Small | | | |
| Lightbox | | | |
| Wraps | | | |
| Design* | | | |
| Hours | | Cost | |
| Sub total | | | |
| Total Contract Value | excl VAT | | incl VAT |
| Notes | | | |

| | |
|--|--|
| Poster Quantities Required | |
| Large | |
| Small | |
| Lightbox | |
| Wraps | |
| Artwork Deadline | |
| Poster deliveries to be sent to | |
| Small Format, Wraps & Lightbox delivery Unit 2, Ashbank, Channel Commercial Park, Queens Road, Belfast, BT3 9DT | |
| Large Format delivery 6 Oldpark Terrace, Belfast, BT14 6NP | |

Artwork Supplier

| | | | |
|--------------|--|-----------|--|
| Contact Name | | Telephone | |
| Company name | | Email | |

CCNI Servicing Contract

| | | |
|------------------|--------------|-------|
| Telephone Number | Contact Name | Email |
| 028 9046 3250 | | |

Confirmation of Agreement

| | | |
|------------------|----------------|------|
| Client Signature | CCNI Signature | Date |
| | | |

Your signature confirms that you agree with and accept the terms of our agreement as set out on the attached

*All Design will be charged at £40 per hour with a maximum of 2 changes. Additional changes will be charged at £25 per change. Additional costs will apply for using external imagery. All artwork will remain the property of CCNI until campaign is paid for in full. All artwork is for use on CCNI Portfolio only. £500 charge applies if used elsewhere. Minor colour variations may apply once printed.

Terms and Conditions

1.0 Definitions

1.1 The expression "the Contractor" shall mean Clear Channel Northern Ireland Ltd, to whom an order for the display of Advertisement Copy is given, and shall include the Contractor's successors in title and assigns.

1.0 The expression "the Advertiser" shall mean the person, firm or company who enters into the contract to display advertising copy and shall include the Advertiser's successors in title.

1.2 The expression "Advertisement Copy" shall include posters And any other advertising material intended for display by the Contractor.

1.4 The expression "Working Day" shall mean any day of the week from Monday to Friday inclusive, except any Bank or Public Holiday.

1.5 The expression "In Charge Date" shall mean the date from Which the payment period shall commence, as specified in the Order.

1.6 The expression "Month" shall mean a calendar month.

2.0 Acceptance of Terms and Conditions

2.1 These terms and conditions shall be deemed to be incorporated in all contracts arising from orders for the display of Advertisement Copy accepted by the Contractor.

2.2 The Contractor makes its contracts with the Advertiser.

2.3 Legal Liability for payment of the account of the Contractor is that of the Advertiser.

2.4 No terms and conditions other than these terms and Conditions or any variations thereof under clause 9 below shall be binding on the Contractor or Advertiser unless shown in writing, but nothing in these terms and conditions shall preclude the Contractor or Advertiser from varying of any such terms and conditions if they actually agree to do so in writing. In the event of any conflict these terms and conditions shall prevail.

2.5 The Advertiser shall, at the time of booking specify the product(s) to be displayed on the Advertisement copy. The Contractor shall have the right to insist that the space booked shall be used only for the display of the product(s) so specified.

2.6 Delivery of Advertisement Copy shall not be deemed to have been made until the delivery requirements specified in Clause 3.1 below have been met and the relevant posting instructions have been given to and received by the Contractor.

3.0 Acceptance and display of Advertisements

3.1 The Advertiser's Responsibilities

3.1.1 All posters shall be delivered, carriage paid at the posting depot address or addresses, specified by the Contractor not less than 5 Working Days before the In Charge date or the date for which the change of display as the case may be. If the posters are not so delivered then they may not be posted without an extra surcharge agreed between Contractor and Advertiser being paid and the Advertiser will be liable to pay for all sites booked in full notwithstanding that the posters have not been displayed.

3.1.2 The Advertiser shall supply the Contractor with adequate posters to complete the initial display. The Advertiser shall keep and make available when requested sufficient spare posters so as to enable the Contractor to maintain the display in good condition.

3.1.3 All Adshel 6 sheet posters shall be printed on a minimum of 170 gsm paper. All Adshel 6 sheet posters shall be reverse printed.

3.1.4 A part delivery of the posters may, at the discretion of the Contractor is deemed to be no delivery for the purposes of this clause.

3.2 The Contractor's responsibilities

3.2.1 Subject to clause 3.1 as above posters will be posted within 4 working days of the In Charge date.

3.2.2 All rates include the maintenance of the display in good condition provided the Advertiser makes available to the Contractor replacement posters in accordance with clause 31.2 above.

3.2.3 All rates include, subject to clause 3.2.4 below, a full or partial change of poster for each period of six months if required. All changes at more frequent intervals will be subject to a separate Charge and subject to confirmation by the Contractor prior to acceptance.

3.2.4 When the Advertiser requires a change of poster in respect of which a separate charge is to be made, the Contractor shall complete such a change within 4 Working Days after the stipulated date provided the Contractor has received the poster in accordance with clause 3.1.1 above.

3.2.5 Certificates of posting will be supplied if requested in writing.

3.2.6 Substitution of Sites

The Contractor, at its option, reserves the right to substitute sites for those of a similar quality, where the Contractor deems it necessary for operational reasons of which the Advertiser shall have no claim against the Contractor.

3.2.7 Confirmation of Orders

Bookings received by the Contractor will be confirmed by signing and returning this agreement to the Invoice address stated on the agreement. Unless any amendments are notified in writing to the Contractor within 10 Working Days of receiving the signed agreement OR 5 days prior to the In Charge date of the display, whichever is earlier, then the agreement will be deemed to be binding on the Advertiser.

4.0 Period of Order

4.1 Orders will be for the period specified on the agreement commencing from the In Charge date.

5.0 Cancellation

In the event of a cancellation, the following charges will apply:

- Less than 6 weeks but more than 4 weeks: 50% of the gross rate card price.
- Less than 4 weeks but more than 2 weeks: 70% of the gross rate card price.
- Less than 2 weeks: 100% of the gross rate card price.

6.0 Payments of accounts

6.1 Invoices must be paid 28 days from date of invoice.

6.2 The Contractor shall have the right to cancel any order in respect of which payment is overdue.

7.0 Credit Claims

7.1 The Contractor shall not be liable to give credits in respect of any damaged or incorrect display of any Advertisement Copy if it remedies the defects within 5 Working Days after receipt of notification and provided the Advertiser makes available to it sufficient replacement posters to remedy the defects.

7.2 All claims for credit shall be submitted to the Contractor writing within 28 days following the end of the month of display with sufficient information to enable the Contractor to consider the claim. The Contractor shall not be required to consider any claim submitted after the due date.

7.3 Subject to Clauses 7.1, 7.2 and 8.6, in the case of an illumination failure credits will be given for such non illumination equal to 25% of the net sales price of the affected sites for the period.

7.4 Credits will be agreed for individual panels on a one for one basis, for each full day's loss of display.

7.5 Credits will be reimbursed by the Contractor to the Advertiser within 28 days of agreement.

7.6 If the Contractor shall be liable for the non-display, damaged or incorrect display or illumination failure, of any Advertisement Copy, the Contractor's liability shall not exceed the net sales price for display of that Advertisement Copy for the period of such non-display, damage or incorrect display, or illumination failure.

8.0 Warranties liabilities and indemnities

8.1 The Contractor accepts full responsibility for compliance with statutory and other legal requirements, so far as concerns the use and maintenance of any site for the display of Advertisement Copy to which a contract relates assuming that the Advertiser has complied fully with the warranties outlined in 8.2 below.

8.2 The Advertiser warrants and undertakes that:

8.2.1 All its Advertisement Copy will comply with all statutory and other legal requirements and provisions of the Advertising Standards Authority of Ireland.

8.2.2 It will be responsible for obtaining payment for all necessary licences and consents for posting of any advertising or copyright material contained, or the appearance of any person in his / her Advertisement Copy.

8.2.3 No Advertisement Copy will breach the copyright or other rights of, or be defamatory of any third party and any necessary consents from parties referred to in the Advertisement Copy will be obtained by the Advertiser.

8.2.4 It will keep the Contractor indemnified against all actions, proceedings costs, damages, expenses, penalties, claims, demands and liabilities arising from any breach of the above warranties or in any manner whatsoever in consequence of the use of Advertisement Copy of matter supplied by or displayed for the Advertiser.

8.3 The Contractor, whose decision shall be final, shall have the right of refusing or continuing to display any Advertisement Copy which does not comply in all respects with of the Advertiser's warranties and undertakings detailed in clause 8.2 above or which differs in respect from the or breach of

contract shall arise and the sites reserved shall be paid for in full notwithstanding that the posters have not been displayed. Advertisement Copy specified in the order at the time of booking or which the Contractor considers would offend public opinion or where the Contractor may be required to remove the Advertisement Copy from any of its advertising sites upon the direction or request of any Local Authority or the relevant Authority and no claim on the part of the Advertiser for damages

8.4 The due performance of any orders is subject to suspension, variation or cancellation by the Contractor owing to Acts of God, strikes, lock-outs, legal restrictions or the loss of any sites which were included in the order. In the event of suspension, variation or cancellation for any of the foregoing reasons or any other reason beyond the Contractor's control, the Contractor shall be entitled to be paid by the Advertiser the full rate for the sites in question for the full period of the contract together with other monies due, but shall not be liable to pay any damage costs or expenses to the Advertiser as a result of such suspension, variation or cancellation.

8.5 The Contractor shall not be liable for loss of, or damage to, any Advertisement Copy supplied to the Contractor except in the case of fire, lightning, explosion of boilers, storms or tempest, flood, bursting or overflowing of water tanks apparatus or pipes, when the Contractor's liability shall not exceed the original cost to the Advertiser of the destroyed or damaged Advertisement Copy.

8.6 In the event of any statutory electricity supply failure or restriction which prevents the illumination of all or any part of the sites included in an Order the Contractor will not be liable for any refund.

8.7 Any posters and other advertising materials in the Contractor's possession which are surplus to the requirements or which have been removed from the display, will be retained for not more than 4 days after the end of the display and may then be destroyed unless the Advertiser has given notice in writing that they are to be held for collection.

9.0 Bankruptcy etc.

If the Advertiser shall become bankrupt or commit an act of Bankruptcy, or make an assignment for the benefits of its creditors or shall go or be put into liquidation, or receivers shall be appointed of the whole or any part of the Advertiser's undertaking, or if there shall be a breach by the Advertiser of any of the terms or conditions of the contract, it shall be lawful for the Contractor by notice in writing to the Advertiser to determine the contract forthwith, without prejudice to any right or action or remedy of the Contractor then subsisting.

10.0 Change of rates and conditions

The Contractor reserves the right to change its advertisement rates or any material change in any of these terms and conditions at 3 months notice. The Advertiser shall, by serving written notice on the Contractor within one month of the date of the Contractor's notice of such change be entitled to cancel any order for an advertisement to which the changed rates or terms and conditions would otherwise be applicable. The notice of a change in rate so far as it concerns a contract covering a number of individually rated sites, shall contain details of the change in respect of each and every site covered by the contract.

10.1 The Witness has no authority to alter any of the Terms and Conditions as laid down in Clear Channel Ireland Ltd. Local Sales Agreement.

11.0 Notices

Any notice to be given under these terms and conditions shall be deemed to be effectively served if sent by pre-paid post to the registered office stated on the order.

12.0 Outdoor Media Association (OMA).

These terms and conditions incorporate the General Terms and Conditions of the OMA, but in the event of conflict, the terms and conditions of the Contractor will prevail.

13.0 Jurisdiction

The law of Ireland shall apply to these conditions and will be applied by the Courts in Northern Ireland.

14.0 Economic Crime Clause

14.1 The Principal shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the US Foreign Corrupt Practices Act of 1977, the UK Criminal Finances

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Act 2017 and UK Bribery Act 2010 and all Laws applicable to this Agreement administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, the UK Office of Financial Sanctions Implementation or any other relevant national or international entity (including the UN, EU and UK) imposing economic sanctions and trade embargoes against designated countries, regimes, entities, and persons ("Relevant Economic Crime and Sanctions Requirements").

14.1.1 At any time when requested by Clear Channel Northern Ireland Ltd, a director of the Principal (or the Principal if the Principal is not a company) shall certify in writing that the Principal is in compliance with all Relevant Economic Crime and Sanctions Requirements, and the Principal shall not, via this Agreement, directly or indirectly facilitate any transaction with or involving, directly or indirectly, a person or entity, that would bring this Agreement in violation of the Relevant Economic Crime and Sanctions Requirements.

14.1.2 Clear Channel Northern Ireland Ltd may cancel this Agreement or terminate an agreement with the Principal immediately, by giving written notice to the Principal if the Principal is, or Clear Channel Northern Ireland Ltd reasonably suspects that the Principal is, in breach of this clause.