

Terms and Conditions of Advertising Exposure for advertising campaigns carried out by Clear Channel Poland Sp. z o.o.

1. The General Terms and Conditions of Advertising Exposure for advertising campaigns conducted by Clear Channel Poland Sp z oo (hereinafter referred to as the General Terms) define the mutual obligations of Clear Channel Poland Sp z oo (hereinafter referred to as CCP) and the Client in the preparation and execution of an advertising campaign
2. The General Terms and the agreement signed by CCP and the Client (Agreement or Order - hereinafter collectively referred to as Order) constitute an integral whole.
3. In case of any discrepancies between the content of the General Terms and the Order, the provisions of the Order take precedence.

§ 1.

DEFINITIONS

Whenever the following terms are used in the General Terms and Conditions or in the Order, they should be understood as follows:

1. **"CCP" or "Company"** – Clear Channel Poland Sp. z o.o. with its registered office in Warsaw, 11 Polna Street, 00-633 Warsaw, entered into the Register of Entrepreneurs of the National Court Register under number 0000039559, registration files kept by the District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register, the amount of the Company's share capital PLN 24,126,000.00, NIP 526-02-10599.
2. **"Supernet" (6x3)** - Advertising medium with dimensions 6m x 3m.
3. **"Citylight" (CLT)** - Advertising medium with dimensions of 1.2m x 1.8m, mounted on various types of structures:
 - a) Public transport shelter
 - Bus shelter (WIA)
 - Tram shelter (WIT)
 - b) Advertising pillar (ALB, ALF, SŁU, MGP)
 - c) Freestanding
 - Freestanding single-sided (KWJ)
 - Freestanding double-sided (KWD)
 - d) Wall mounted (KNŚ)
 - e) With variable advertising space – Citylight Scroll/Cityscroll
 - One-sided scroll (CLS)
 - Double-sided scroll (CSD)
4. **"Backlight" (BL)** – Backlit advertising medium, with dimensions of 8m x 4m or other dimensions indicated in the Order.
5. **"Digital"** - A group of digital media with a screen used to broadcast advertising spots, which includes:
 - a) Digital Premium in shopping malls (TOTEMs and FAMES) – a network of free-standing and wall-mounted digital media located on the premises belonging to shopping malls,

- b) City Digital - a network of digital media located in the urban space,
 - c) Digital media in transit – see "Transit TV" for the definition of "City transport carriers".
6. **“CPM”** – Cost per Mile is a model of selling digital media that means settlement per 1000 ad impressions, where impression means contact "one to many", due to the fact that during one playback of an advertisement, it is seen by many recipients. The amount due for the broadcast of an advertising campaign under the Order is calculated as the product of the CPM published in the price list applicable for a given broadcast period and the ordered number of thousands of exposures of advertising materials.
 7. **“Day”** - every day of the week.
 8. **"Working day"** - every day of the week, excluding Sundays and public holidays. "Time of day" – hourly intervals, starting at the full hour
 9. **“Exposure”** – the display of the Client's Advertisements on CCP's Advertising Media, including the service of placing the Advertisement on the Advertising Media once or launching a series of displays on the Digital Media.
 10. **"Frequency"** – the number of exposures of the Client's Advertisements in an hour, on CCP's digital media.
 11. **"Digital screen"** - digital advertising space, also known as a digital medium.
 12. **“Event”**- promotional campaigns prepared at the customer's request.
 13. **“Frontlight”** - front-illuminated advertising media.
 14. **“Impression”** – the total number of contacts with the ad, expressed as a one-to-many contact.
 15. **“Advertising campaign”** - means all activities performed by a CCP on the basis of an Order.
 16. **“Client”** - an individual, legal person, or organizational unit without legal personality, who places an order for the execution of an advertising campaign on advertising media.
 17. **“Advertisement Layout”** - a graphic design project for advertisements, typically in electronic form, allowing for the identification of the advertisement and assessment of its compliance with applicable regulations or the terms of the assignment.
 18. **“Location of the advertising medium”** - depending on the type of advertising medium: address data of the advertising medium, bus and tram fleet numbers, or any other data allowing for determining the placement in the advertising medium space.
 19. **“Materials for printing”** - electronic version of promotional material, adapted for the printing process according to the specifications of a given medium.
 20. **“Advertising materials”** - for digital media - electronic files compliant with specifications (advertisements, videos, static jpg posters), while for other advertising media - printed posters, vinyls, mesh, foils, and other physical materials for placement on advertising media.
 21. **“Advertising medium”** - advertising space on which CCP displays Client's Advertisements.
 22. **“Digital medium”** - a digital advertising surface, also known as a digital screen
 23. **“Foreign advertising medium”** - advertising space temporarily acquired by CCP from a third party for the purpose of implementing a specific advertising campaign, on which Advertising Exposure will be carried out under conditions other than those specified in the General Terms and Conditions, and applied by the third party who temporarily provided CCP with the given advertising medium
 24. **“City Transport Carriers”** - Advertising carriers installed on or in public transport vehicles (buses, trams, trains, etc), provided by third parties, of the following type:
 - a) **“Full back”** - the rear surface of the vehicle, the body and window can be used,
 - b) **“Back”** - the rear surface of the vehicle, the body or window can be used,

- c) **"Full Wrap"** - the entire left, right, and rear surface of the bus, often without windows depending on the capabilities of the specific carrier,
- d) **"Full Tram"** - the entire left and right side of the tram, often without the possibility of covering windows or their parts depending on the capabilities of the specific carrier
- e) **"Tram Panel"** - rectangular advertising format on the sides of a tram
- f) **"Poster"** - a specified size poster, installed inside public transport vehicles. Various formats of posters are possible, depending on the carrier.
- g) **"Seat back"** - an advertising format on vehicle seat backs,
- h) **"Transit TV"** - digital screens in public transport vehicles, including buses, trains, and trams
- i) **"Mobile LED"** - a vehicle/truck with mounted digital screens on the outside
- j) **"Classic Mobile"** - a vehicle with a trailer-mounted billboard

The exact dimensions of City transport carriers are determined by the Technical Specification. Transit advertising formats may vary among different carriers and in their operating locations.

- 25. **"Airport media"** - Advertising media installed at airports and/or on airport ground vehicles provided by third parties (banners, LCD screen displays, stickers on walls, doors, windows, and floors, on trolleys or ground buses, etc)
- 26. **"New mobile technologies"** - technologies that allow access to encoded content in advertisements, websites, or messages using mobile devices.
- 27. **"Contact person"** - the person designated by the Advertising is inconsistent with legal regulations (including prohibitions on advertising related to gambling, alcoholic beverages, and tobacco products), good manners, undermines human dignity, and may be considered an act of unfair competition or for other reasons raises doubts about its suitability for placement in public space and indicated by the CCP as authorized to communicate on behalf of the Client in the context of ongoing cooperation between the Parties, especially for the purpose of conducting advertising campaigns.
- 28. **"Ordering Party"** - a person indicated in the National Court Register, Central Register and Information on Economic Activity, or another similar register, as a person authorized to make statements of will on behalf of and for the Client, or a person acting on the basis of authorization received from the Client; The Ordering Party may also be a Contact Person, if indicated by the Client.
- 29. **"Advertisement Overlay"** - changing the advertisement on the same advertising medium during the exhibition.
- 30. **"Proof"** - color test: a colorful, specially made specialized print that closely resembles the image to be achieved in terms of color fidelity, called a digital proof
- 31. **"Advertisement"** - Advertising material on an advertising medium.
- 32. **"Rotation"** - changing the location of the advertising medium during the exhibition.
- 33. **"Mesh"** - a promotional medium on which the display of advertising material takes place on a mesh, illuminated from the front
- 34. **"Technical specification of advertising"** - defining the dimensions of the advertising space of the advertising medium, as well as the preparation of advertising materials and/or materials for printing within the scope of the advertising campaign In the case of digital media - specifying the technical parameters of files and formats for display on screens.
- 35. **"Technical Fee"** - a fee paid by the Client to CCP covering the costs incurred by CCP in connection with Advertising Exposure on Digital Media, particularly the cost of electricity consumption and IT support.
- 36. **"VAC"** - Visibility Adjusted Contacts, signifies the number of adjusted contacts with a specific advertising medium.

37. **"General Terms and Conditions"** - these General Terms and Conditions for Advertising Exposure on Advertising Media for advertising campaigns carried out by Clear Channel Poland Sp z o.o.
38. **"Request for quotation"** - a request submitted by the Client via CCP, regarding the conditions for conducting a specifically indicated advertising campaign, containing at least the following data:
 - a) Customer data (full company name used by the Customer, tax identification number, address),
 - b) The name of the product or the sector to which the advertisement relates ,
 - c) Duration of the planned advertising campaign,
 - d) Detailed parameters of the Exposure, especially: number and type of advertising media, geographical reach, location preferences, target audience, purpose, and estimated campaign budget, etc.
39. **„Agreement”** - the legal relationship concluded with the Client, of which these General Terms and Conditions are an integral part, as well as any attachments and annexes if they exist (eg technical specifications, list of locations, campaign plan, etc).

§ 2.

ADVERTISEMENT CONTENT'

1. CCP reserves the right to assess the Advertisement Layout provided by the Client in terms of its compliance with applicable legal regulations and good practices. In the event that CCP questions the content of the Advertisement, the Client will make necessary changes to ensure its legal clarity.
2. In relation to advertisements displayed on City Transport media, at airports or in shopping malls, as well as in locations belonging to retail networks, the Client is obligated to obtain (through CCP) approval for the content and format of the advertisements from the owner/dispenser of public communication means/owners of the facilities where the advertisements will be installed/broadcast
3. In case of lack of consent for Advertising Exposure, the Client is obligated to make changes taking into account the reservations of the owner/dispenser of public communication media/owners of the facilities on/in which the Advertisements will be installed/broadcasted.
4. The CCP is entitled to refuse to conduct an advertising campaign or to cease conducting an exhibition if:
 - a) Advertising is inconsistent with legal regulations (including prohibitions on advertising related to gambling, alcoholic beverages, and tobacco products), good manners, undermines human dignity, and may be considered an act of unfair competition or for other reasons raises doubts about its suitability for placement in public space,
 - b) The third party or authorized body shall submit written objections to the Advertisement,
 - c) The institution established to oversee compliance with media ethics or advertising ethics, in particular the Association of Advertising Councils or The Chamber of Commerce for Outdoor Advertising, will raise objections to the advertisement,
 - d) The owner/manager of public transportation or the city official will raise objections or reject the advertisement,
 - e) The owner or manager of the shopping gallery where the digital advertising space is located will raise objections or reject the Advertisement,
 - f) The airport or its manager will raise objections or reject the Advertisement.
5. In situations specified in point 4, if the Exhibition is discontinued, CCP retains the right to full compensation specified in the Agreement for remaining on standby to provide Services Until the end of the advertising campaign, the Client has the option to remove the conditions that led to discontinuation of the Exhibition, and CCP undertakes to replace the Ads that caused the discontinuation of the Exhibition with new Ads, not covered by the conditions indicated in point 4, for additional compensation agreed upon by the Partie.

6. In the case of circumstances indicated in paragraph 4, points d, e, or f, when the content of the Advertisement complies with generally accepted standards and is not contrary to the law or good manners, and the owner of the Advertising Medium refuses Exposure, the Parties agree to exclude the Advertising Medium from the Advertising Campaign, to which the refusal applies, without ceasing the conduct of the Advertising Campaign and without affecting the other Advertising Media used within the Advertising Campaign. If the conditions specified in paragraph 4, points d, e, or f arise during the course of Exposure, CCP reserves the right to full compensation as provided in the Agreement. If the conditions specified in paragraph 4, points d, e, or f arise before the start of the Advertising Campaign, CCP will propose an alternative location for exposure; in case of the Client's non-acceptance of the proposed alternative locations for exposure, CCP's compensation will be appropriately reduced.
7. In the case specified in paragraph 1, CCP calls upon the Client to make changes to the content of the Advertisement within a timeframe allowing for the execution of the advertising campaign. If the Client refuses to make changes to the content of the Advertisement or does so in a manner inconsistent with CCP's recommendations (ie the Advertisement still raises doubts regarding its compliance with legal regulations or good practices) or does so within a timeframe causing a delay in the execution of the advertising campaign, the Parties confirm that CCP retains the right to full compensation specified in the Order in connection with the reservation of advertising media for the Client and in connection with remaining ready to provide services.
8. The conclusion of the Agreement does not imply, under any circumstances, that CCP accepts any responsibility (including towards third parties) for the Advertisements displayed based on this Agreement, as well as their content.
9. The client remains responsible for ensuring that they have the right to use the information, data, trademarks, and all other legally protected elements used in the advertisements. Placing an order is equivalent to the client's statement that this obligation has been fulfilled, and that the advertisements commissioned for display do not violate the law (including prohibitions on advertising related to gambling, alcoholic beverages, tobacco products) or good practices, and that placing the order does not violate public procurement regulations or the road traffic act.
10. The client declares and guarantees that the New Mobile Technologies included in the Advertising content do not violate the law, and in particular do not lead to websites/messages containing prohibited content, including advertisements. The client also bears exclusive responsibility for any damages incurred by third parties in connection with the use of the New Mobile Technologies included in their Advertising.
11. The client is obligated to remedy any damages incurred by CCP in connection with the content or form of the presented advertisement, including bearing all costs related to disputes, court fees, legal representation, and other reasonable expenses incurred by CCP in relation to any third-party claims related to the client's advertisement exposure, as well as the costs of repairing damaged advertising media. At the same time, CCP is obligated to promptly inform the client of any claims filed or proceedings initiated regarding the content or form of the advertisement.
12. If, as a result of the assessment of the Advertisement Layout conducted in accordance with paragraph 1 or for other reasons attributable to the Client, it is necessary to make changes to the content of the Advertisement Layout provided to CCP, the Client is not entitled to any claim against CCP related to the reimbursement of costs incurred in connection with the re-preparation of Advertisements and printing of Advertisements.
13. The client declares that they consent to the use by CCP of promotional materials featuring the Advertising Exhibition for marketing and self-promotional purposes (such as newsletters, sales presentations, catalogs, promotional materials on CCP's websites, and other forms of online presentations).
14. The client declares that they consent to CCP using the results of marketing research related to conducted advertising campaigns for marketing and self-promotional purposes, including disclosing publicly the data specifying the number and type of advertising media on which the advertising campaigns were conducted, the geographical scope of the advertising campaigns, and the client's company. The aforementioned consents are not limited in time or territory.

PREPARATION OF ADVERTISEMENTS AND PRINTING OF ADVERTISEMENTS

1. The client, in the case of advertising on media other than digital, is obligated to deliver the CCP Advertising Layout at least 10 working days before the start of the Advertising Exposure, unless the client provides the Advertising print to CCP. Failure by the client to meet this deadline may result in a delay in the installation of the Advertising and thus a shortened Exposure period, while CCP retains the right to full compensation as specified in the Agreement.
2. The client:
 - a) is obligated to commission advertising printing by CCP in the event of their placement on public transportation vehicles, at airports, and on City Scroll advertising media, due to the need to maintain the proper technical condition of these advertising surfaces,
 - b) can commission the printing of advertisements in other cases by CCP.
3. In the case of entrusting CCP with advertising printing, the Client is obligated to provide CCP with printing materials at least 10 business days before the first day of the Exhibition.
4. Failure by the Client to meet the deadline specified in paragraph 3 may result in a delay in the installation of Advertisements and, consequently, a reduction in the Exposure period, while CCP retains the right to full compensation as specified in the Order, which in such a case is compensation for readiness to carry out the advertising campaign.
5. In case the Client provides materials for printing that do not comply with the technical requirements specified in the technical specification, the Client agrees to the risk of defects in the printing of Advertisements, including color deviations. In the event that material replacement is necessary due to non-compliance with the specification, the Client bears the cost of reprinting and installation.

Furthermore, if the printing order and the Campaign are conditional upon the Client making a prepayment, and the prepayment is made after the specified deadline, the Campaign may be launched with a proportional delay - however, this does not affect the deadline for its completion, while still preserving CCP's right to full compensation.

§ 4.**EXHIBITION EXECUTION**

1. In the case of advertising on digital media such as Digital Premium, City Digital, and Transit TV in City Transport, the Client is obligated to deliver advertising material no later than 5 business days before the first day of broadcast, in accordance with instructions received from the sales representative. In other cases, when printing is the responsibility of the Client, the Client is obligated to deliver advertising material to the CCP warehouse no later than 10 business days before the first day of the Exhibition, unless printing has been commissioned to CCP. In that case, the deadlines specified in paragraph 3 apply.
2. The client is required to provide the following quantities of promotional materials:
 - a) In the case of advertising on Backlight and Mesh surfaces - quantity corresponding to the Backlight and Mesh surfaces - no excess,
 - b) 120% of the amount on other media such as CLT and 6x3; the above does not apply to advertising on Digital Media and City Transport Advertising.
3. With reference to Article 3 letter b above, the Client ordering Advertising Exposure on less than 5 Advertising Media is obligated to provide at least one backup Advertising Material.

4. Failure by the Client to meet the deadline or method of delivering the specified advertising materials above may result in a delay in the start of the Exhibition and, consequently, a reduction in its duration, while CCP retains the right to full compensation as specified in the Agreement.
5. Advertisements should meet the technical requirements described in the Order according to CCP.
6. Receiving advertising materials at the CCP warehouse does not imply acceptance of the print or fulfillment of advertising material requirements.
7. The CCP shall execute the advertising campaign in accordance with the Campaign plan:
 - a) At Digital Premium in shopping malls during gallery opening hours,
 - b) On the City Digital media network, in accordance with the broadcast schedule, not less than 20 hours per day on each of the network's media,
 - c) In the case of other media - taking into account the installation deadlines for advertising materials.
8. In reference to point 8 letter c above, the terms for the installation of advertising materials are as follows:
 - a) In the case of Supernet, the installation of advertising materials takes place within two working days preceding the first day of the Exhibition,
 - b) In the case of Backlight and Mesh, the installation of advertising materials takes place within three working days, starting from two working days before the first day of the Exhibition (two working days before the Campaign and the first working day of the Campaign),
 - c) In the case of Citylight, the installation of advertising materials takes place within the first two working days of the campaign,
 - d) In the case of Citylight Scroll, the installation of advertising materials takes place within two business days, starting from the first business day of the campaign,
 - e) Installation of all advertising materials for advertisements on vehicles (City Transport carriers) takes place within a maximum of three working days from the first day of exposure.
9. In the case of placing an Order within a period shorter than 10 business days before the first day of the Exhibition, the installation date for the Advertisement may be determined through individually conducted negotiations.
10. Exposure of advertisements on City Transport media is carried out in accordance with the operational cycle applicable in public transportation. Vehicles with Client's City Transport advertisements will operate according to the schedules of the carriers, on various routes, taking into account their operational cycles. The minimum and guaranteed by CCP exposure period on City Transport media is 20 days per month.
11. CCP reserves the right to leave the Advertisements on the Advertising Media after the end of the Display, unless the Client requests their dismantling in writing.
12. The request to dismantle the advertisements must be sent in a document form (e-mail) before the start of the Campaign Exposure, within 5 working days before the first day of the Exposure. The CCP will dismantle the advertisements within 6 working days after the end of the Exposure.
13. CCP reserves the right to charge the Client for the costs of dismantling carried out at the Client's request.
14. The dismantling of advertisements displayed on City Transport Media may occur within 14 days after the end of the Advertising Exposure period, subject to procedures of municipal authorities and/or transportation companies.
15. In the case where the Order does not specify the procedure for handling unused Advertisements after the conclusion of the Exhibition, they will be stored for 15 days from the end of the Exhibition in the central CCP warehouse for pickup by the Client. If they are not collected by the Client within this period, they will be disposed of at CCP's expense. Advertisements on transit media will be directly disposed of after dismantling. Advertisements located in warehouses other than the central warehouse are not stored.

16. In the case of Supernet and Backlight media, the campaign duration refers to the period of Advertising Material Exposure and the technical period, i.e. the days within the Campaign duration during which CCP may remove Advertising Material and install other Advertising Material not covered by the Order.
17. The client acknowledges that in exceptional situations, when the installation or dismantling of the Exhibition is to take place outside of the technical period, they will be obligated to bear additional costs related to this, as previously informed by CCP.

§ 5.

BROADCASTING CAMPAIGNS ON DIGITAL MEDIA

1. CCP reserves the right to modify the schedule of digital media campaign placements in the event of factors beyond CCP's control that prevent the campaign from being displayed on the advertising media covered by the campaign.
2. In the case where the lack of campaign broadcast capability applies to 5% of the selected package's media, the broadcast from these media will be evenly distributed among the remaining advertising media covered by the campaign.
3. In the case where the lack of campaign broadcast capability applies to 5% of the selected package's media, the broadcast from these media will be evenly distributed among the remaining advertising media covered by the campaign.
4. The client declares that they accept the fact that, for the assessment of the correctness of the DOOH CPM advertising campaign, the total number of impressions on all advertising media covered by the campaign is essential. This means that the number of impressions carried out on individual advertising media covered by the advertising campaign may vary.
5. The above changes in the emission schedule do not affect the compensation due to CCP specified in the Order.

§ 6.

ESTIMATE FOR CPM ORDERS ON DIGITALMEDIA

1. In the case of advertising campaigns settled on a CPM basis, CCP undertakes to display the Client's advertising materials on all available Digital media during the time specified in the Order. The choice of Digital media on which the Client's Ad will be displayed, the frequency, time of day, and day of the week of exposure will depend on the availability of media and will be selected in order to achieve the contracted number of thousands of ad impressions specified in the order. The campaign's airing will be evenly distributed over the available space during the campaign duration.
2. The published CPM in the current price list for a given period refers to the advertising material's placement on selected media based on the package (Reach All or Select Gold) In the case of selecting additional options for media placement, an additional fee applies according to the table included in the advertising price list.
3. As part of the broadcast of the campaign on digital media, it is possible to limit it to agglomerations, galleries or media. In addition, the client can choose to carry out the campaign at specific times of the day, ways and frequency of display in the hour. Additional emission options with additional payments are in accordance with the current advertising price list.
4. Regardless of the media group, when purchasing campaigns in the months of November-December, an additional seasonal CPM multiplier applies:
 - a) 1,2 for the City Digital and Digital Premium Totem media campaign

- b) 1,3 for the Digital Premium Fame campaign in the Select Gold package
5. The CPM valuation is calculated in the following order: first, the fee resulting from the selected ad package is charged. Then, additional surcharges are calculated based on the choice of additional ad options specified in the advertising price list (including surcharges related to time and location restrictions, as well as seasonality). Each subsequent surcharge is calculated from the amount after deducting the previous fee. The resulting value is then reduced by any applicable client discounts. The value obtained after subtracting the discounts is multiplied by the number of thousands of ad impressions and represents the net value of the order.
6. The minimum order value for the campaign is 10,000 PLN net.

§ 7.

EVIDENCE OF CAMPAIGN IMPLEMENTATION

1. After the completed advertising campaign, CCP prepares documentation of its implementation.
2. The documentation regarding the implementation of the advertising campaign is provided by CCP without unnecessary delay, but no later than 12 days from the first day of the Exhibition, excluding advertisements on Digital Premium and City Digital media. Documentation regarding the implementation of the advertising campaign on Digital Premium and City Digital media (emission report) is provided within 7 working days after the campaign's completion. No additional compensation is due for the provision of CCP documentation.
3. CCP reserves that in the case of Advertising executed on digital media, the documentation referred to in paragraph 1 does not include photos of the Advertisement. In other cases, the documentation may include sample photos of the Advertisement.
4. Upon special request from the Client, CCP can prepare a progress report on the installation of advertising materials. The specific fee for this report will be determined separately by the Parties, in addition to the compensation specified in the Order.
5. The client is obligated to report any objections regarding discrepancies between the Advertisement and the submitted Layouts, in terms of motif division and location, or other elements related to the advertising campaign, within an unalterable period of 4 days from the day of receiving documentation from CCP regarding campaign implementation, under the penalty of forfeiting the right to raise any objections regarding the Exposure after this deadline.
6. CCP reserves the right to vary the actual number of ad material broadcasts within the Advertising Campaign by up to 5% compared to the quantity ordered by the Client. Such variation does not affect the compensation specified by CCP in the Order.

§ 8.

OBSTACLES IN EXECUTING THE EXHIBITION

1. CCP bears no responsibility for the inability to commence or continue the advertising campaign due to reasons beyond its control, including specifically:
 - a) Damage to advertising media and/or advertisements,
 - b) Changing the universally applicable law or local law applicable to the Assignment, changing the practice of authorities regarding the application or interpretation of the law,
 - c) The consumption of all Advertisements provided by the Client or printed by CCP at the Client's request,
 - d) Decisions of government and local administration bodies, especially road management boards, offices responsible for construction or architectural matters, city planners, as well as decisions of property managers or public transportation authorities on which advertising media are located,
 - e) The occurrence of weather conditions that completely or partially prevent the execution of the advertising campaign due to occupational health and safety rules or technical requirements for the installation of

- advertisements, for example: a temperature drop below minus 5 degrees Celsius or an increase above 30 degrees Celsius, wind speed greater than 10m/s, heavy rain, hail, or snow, with the exception that for advertising media such as Citylight Scrolls, any rain or snow prevents the installation of advertising materials,
- f) Actions of transportation companies, vehicle owners, and airports where advertisements are placed,
 - g) Rules and regulations applicable in transportation companies, for vehicle owners,
 - h) Destruction acts,
 - i) Questioning the content of the advertisement by municipal authorities, transportation companies, or the authorized body for verifying the legality of advertising,
 - j) The occurrence of other circumstances, independent of CCP, generally defined as force majeure, which completely or partially prevent the execution of the advertising campaign, for example: server failure, disruptions in energy supply, interruptions in telephone communication, internet and email access, fire, hurricane, flood, natural disaster, state of emergency, state of war, terrorist attack, epidemic threat, epidemic state, as well as similar events, particularly when they result in limited or no access to CCP premises and its equipment, documents, CCP property, restricted access to data, and financial resources in banks.
2. CCP will be entitled to unilaterally replace 1:1 Advertising Media Locations that cannot be accommodated within the originally agreed upon Advertising Media Locations for the Order, in the event of situations described in paragraph 1 (excluding paragraph 1 letter e), provided that the number of such impossible-to-accommodate Advertising Media Locations does not exceed 5% of the originally agreed upon Advertising Media Locations with the Client. CCP will make reasonable efforts to ensure that the substituted Advertising Media Locations align with the planned advertising campaign's objectives and are of the same or greater VAC quantity, or in the same or higher category. The Client waives any claims for compensation against CCP regarding the substituted Advertising Media Locations.
 3. In the case where the number of impossible to consider Advertising Media Locations exceeds 5% of the originally agreed upon Advertising Media Locations within the Order, CCP will promptly inform the Client of this, presenting alternative Advertising Media Locations for approval. CCP will make reasonable efforts to propose replacement Advertising Media Locations with the same or greater VAC quantity, or in the same or higher category, taking into account the Client's purchasing preferences. In the event of no response from the Client within a period of 2 business days from the day of receiving the aforementioned information, it is considered that the Client has consented to the use of the alternative Advertising Media Locations indicated by CCP. If the Client opposes the proposed alternative Locations by CCP within a period of 2 business days from the day of receiving the aforementioned information, the Order expires without any claims for compensation against CCP regarding the Advertising Media that have not been utilized for Exposure, while the compensation due to CCP is proportionally reduced.
 4. In the event of adverse weather conditions listed in paragraph 1, point e, CCP reserves the right to delay installation deadlines until the conditions preventing installation cease, without affecting the duration of the Campaign or the compensation specified in the Order.
 5. In case of failure to meet the installation deadline for Advertisements or the launch of broadcasts on digital media due to CCP's fault, the net amount of compensation owed to CCP for Exposure on the advertising medium affected by the delay shall be proportionally reduced for each day of delay.

§ 9.**REMOVAL OF DEFECTS AND COMPLAINTS**

1. CCP commits to maintaining advertising media and/or advertisements in proper technical and aesthetic condition during the duration of the advertising campaign, as well as promptly addressing any identified defects in the advertising media and/or Digital displays and/or advertisements (within the scope of advertisements provided by the Client or printed by CCP upon their request), within 2 business days from the date of receiving information about the defect or from the date of its discovery by CCP.
2. In case of inability to rectify the defect within the deadline specified in paragraph 1, CCP will inform the Client of the aforementioned circumstance, simultaneously providing alternative addresses of Advertising Media Locations where the Exposure can be continued. In the case of no response from the Client within a period of 2 business days from the day of receiving the aforementioned information, it is considered that the Client has agreed to the use of the alternative Advertising Media Locations indicated by CCP. In the case where the Client has not given consent for alternative Advertising Media Locations, the net amount of compensation due to CCP for exposure on the Advertising Media whose defect is in question is proportionally reduced. In case of a delay in repairing the lighting fault, CCP undertakes to grant a discount of 20% off the daily lease fee rate for the respective medium for each day of delay.
3. The obligation to remove defects does not apply to Advertisements for which CCP does not have a reserve, and in such cases, the Parties shall mutually agree in writing on the terms of printing or delivery of new Advertising Materials, as well as the terms of installation or affixing the Medium. The printing of new Advertisements is done at the Client's expense.
4. If CCP fails to meet the deadline for removing the defect of the Advertising Medium or Advertising Materials due to their own fault, the net amount of compensation owed to CCP for Exposure on the Medium in question shall be proportionally reduced for each day of delay, unless in accordance with paragraph 2 CCP carries out Exposure on alternative Advertising Medium Locations.
5. The occurrence of the circumstances referred to in paragraph 2 does not imply CCP's withdrawal from the Order within the meaning of the provisions of §8.
6. The complaint regarding the manner and quality of the advertising campaign's execution should be reported to CCP via email within 2 business days from the day of receiving information about any irregularities in the course of the advertising campaign. The complaint should specify the case of improper execution of the campaign, including indicating the locations of the advertising media to which the complaint pertains.
7. If the deadline for submitting a complaint is not met, or if other specified requirements for filing a complaint are not followed as outlined in paragraph 6, the complaint will not be considered by the CCP.
8. If the complaint is justified, CCP is obligated to rectify the defects in the Advertisement after consulting with the Client, unless the Parties agree on a different form of compensation.
9. In every case CCP is obligated to inform the Client about the way the complaint will be handled via email within 2 business days from the day of its receipt.
10. Submitting a complaint does not exempt the Client from the obligation to pay the compensation due to CCP for the executed advertising campaign.
11. The lack of written objections from the Client, delivered to CCP during the Exhibition period and within 2 business days after its completion, is considered confirmation of the execution of the Advertising Campaign on the terms specified in the Order.

§ 10.**CANCELLATION OF THE ORDER**

1. Either Party, until the start of the Exhibition, may, in the form of a written statement, withdraw from the entirety or part of the Order, subject to the provisions below. The situations indicated in §7, ie changes to the scope of the Order concerning advertising media, are not considered as withdrawal from the Order.

2. In the event of either Party withdrawing from the entirety or part of the Assignment, ie from the established Exposure period and/or the number of advertising media specified in the Assignment, the Party that has declared withdrawal has the right to demand contractual penalty payment from the other Party, calculated according to the following principles:
 - a) 100% of the net remuneration amount for the Exhibition, for which the withdrawal applies, if the withdrawal occurred between 1 and 30 days before the start date of the given Exhibition,
 - b) 75% of the net remuneration amount for the Exhibition for which the withdrawal applies, if the withdrawal occurred between the 31st and 60th day before the start date of the given Exhibition,
 - c) 45% of the net remuneration amount for the Exhibition, for which the withdrawal applies, when the withdrawal occurs between the 61st and 90th day before the start date of the given Exhibition,
 - d) 15% of the net remuneration amount for the Exhibition, to which the withdrawal pertains, if the withdrawal occurs between the conclusion of the Order and the 91st day before the start date of the given Exhibition, with the reservation that if the withdrawal is partial and concerns an Order concluded for a period longer than 1 month, which results in a reduction of the net remuneration amount specified in the Order by more than 15%, then the contractual penalty shall amount to 15% of the entire remuneration specified in the Order.
3. Regardless of the content of paragraph 2, the Parties agree that in the event of the Client's declaration of withdrawal from the Order after CCP has completed the printing of Advertisements and/or other services related to the preparation of the Exhibition, the Client is obligated to pay the due CCP remuneration for the completed printing of Advertisements and/or other aforementioned services.
4. Payment of the above contractual penalties will be made based on the accounting note received by the obligated Party within 14 days of its receipt.
5. In the case where CCP determines a delay in payment by the Client for previous advertising campaigns, regardless of whether the arrears pertain to campaigns covered by previous agreements or orders, CCP has the right, at its own discretion, without setting an additional deadline:
 - a) To withdraw from the Order due to the Client's fault and impose a contractual penalty on the Client in the amount of 100% of the net fee for the Advertising Campaign,
 - b) Delay the start of the Client's Advertisement installation, while maintaining the right to full payment for the Advertising Campaign,
 - c) To suspend the installation of the Client's Advertisement until the outstanding payment is received, while retaining the right to full payment for the current Advertising Campaign.
6. In the event of CCP's withdrawal from the Order in accordance with paragraph 5, the Client is not entitled to any claim related to the reimbursement of costs incurred in connection with the printing of Advertisements and other costs related to the Order.

§ 11.

PAYMENT TERMS

1. The client is obligated to pay CCP compensation for the entrusted advertising campaign.
2. The CCP remuneration is payable based on an invoice issued by the CCP, within 14 days from the invoice date. The invoice issuance date is always specified in the Order.
3. CCP reserves the right to request prepayment in relation to new clients with whom it enters into cooperation.
4. The CCP declares that it is an active VAT taxpayer with the NIP 526-02-10-599.
5. All payments in PLN will be made by the Client via bank transfer exclusively to the CCP bank account: Bank BGŻ BNP Paribas SA 29 1750 0009 0000 0000 0093 0385, while in EUR to the following CCP bank account: BGŻ BNP Paribas SA 85 1750 0009 0000 0000 1236 6744.

6. The Client is obliged to pay the remuneration on time to the bank account indicated in the Order. Failure to meet the payment deadline will result in the calculation of statutory interest for delay in the maximum amount for the entire period of delay.
7. The date on which the remuneration is paid shall be the date on which the CCP's bank account is credited with the full amount of the remuneration.
8. In case of non-compliance with the payment deadline referred to in paragraph 2, CCP has the right to refuse to accept another Order from the same Client, and in relation to Orders concerning more than one Exposure, CCP has the right to withhold the execution of further Exposures until the outstanding compensation is paid. After an unsuccessful request for payment of the outstanding compensation, in which a five-day payment deadline is set, if this additional payment deadline expires without payment, CCP has the right to withdraw from the Order without the Client's right to demand compensation or contractual penalty in this regard, while retaining CCP's right to demand a contractual penalty from the Client in accordance with the provisions specified in § 8 paragraph 2.
9. Any changes to the Client's advertising campaign resulting in a price adjustment will be invoiced through a corrective invoice issued by CCP.

§ 12

TECHNICAL FEE

1. In the case of implementing an advertising campaign on a digital medium by CCP, the Client is obligated to pay a Technical Fee for campaign management, covering costs incurred by CCP related to Ad Exposure, particularly electricity consumption costs and IT support for Digital.
2. The technical fee is paid monthly, based on an invoice issued by CCP with a payment deadline of 14 days. The provisions regarding payment of remuneration, in particular § 9 paragraph 2, § 9 paragraphs 4-6, as well as § 2 paragraphs 5-6, § 6 paragraph 4, § 7 paragraph 2, § 7 paragraph 4, are applicable to the payment of the technical fee.
3. The technical fee amount depends on the type of medium and is included in the price list (the price list is an attachment to the agreement).

§ 13.

ADDITIONAL PROVISIONS

1. The information regarding the Order and its conclusion is confidential and intended solely for the Parties for the purpose of carrying out the advertising campaign.
2. The obligation to maintain confidentiality does not apply in cases where the disclosure of confidential information is required and consistent with applicable mandatory legal provisions, especially at the request of an authorized third party, a government authority, or a court.
3. CCP has the right to refer to the fact of executing the Order and to include the Client's name in its advertising materials, reference lists, and presentation materials with general information about the services provided or performed. CCP also has the right to provide information about the subject of the Order, its execution time, and its estimated value in public procurement proceedings or other similar proceedings conducted on a basis other than the Public Procurement Law. At the same time, CCP undertakes not to publish any detailed information regarding the mutual relationships regulated by the Order without the written consent of the Client.
4. Transferring the rights and obligations of the Client arising from the Order to a third party requires prior written consent from CCP.
5. The client declares that they will not offset any of their receivables with CCP receivables, unless otherwise agreed by the Parties.

6. The CCP reserves the right to make changes to the General Terms and Conditions of the Agreement. Changes to the General Terms and Conditions of the Agreement will be posted on the website www.clearchannel.com.pl. Additionally, the Client must familiarize themselves with the content of the General Terms and Conditions of the Agreement available on the CCP website before entering into an Order. The declaration of familiarity with the General Terms and Conditions of the Agreement in the Order constitutes confirmation that the Client has reviewed the General Terms and Conditions of the Agreement and accepts all of their provisions.
7. Clear Channel Poland Sp z o.o., with its registered office in Warsaw (00-633), ul Polna 11, is the data controller for the personal data specified in the Order. The personal data will be processed for the purpose of providing services specified in the Order. The data will not be disclosed to other entities, except for entities authorized under applicable law. Data subjects have the right to access and correct their data. Providing data is voluntary but necessary for the fulfillment of the above-mentioned purpose.
8. The General Terms and Conditions do not apply to the provision of advertising services ordered by individuals who purchase advertising services for purposes unrelated to their business or professional activity. Such individuals are required to contact a CCP representative to conclude an individual agreement for the provision of advertising services.
9. In connection with the entry into force of the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as GDPR) and other national regulations governing the protection of personal data, the CLIENT acknowledges and undertakes to comply with the following principles:
 - a) Personal data cannot be processed without authorization.
 - b) Personal data includes all information relating to an identified or identifiable individual (Article 4 of the GDPR).
 - c) According to Article 5 of the GDPR, the processing of personal data may only occur under the following conditions:
 - For permissible purpose,
 - As long as it is necessary to achieve the goal,
 - With the necessary data for this purpose,
 - with accurate factual data,
 - if the processing is lawful, ie meets the requirements specified in Article 6 of the GDPR.
 - d) Personal data cannot be processed without authorization. Therefore, data cannot be processed, published, or shared for any purpose other than the purpose related to the proper execution of duties arising from the Agreement or used in any other way.
 - e) Personal data processed by the Client in connection with the performance of the Client's obligations arising from the Order must be treated as confidential, without prejudice to other statutory confidentiality obligations, unless there is a legally permissible basis for data transfer.
 - f) This commitment does not affect other confidentiality provisions.

§ 14.

ANTI-FRAUD CLAUSE

1. The client declares that they are acting in accordance with applicable legal regulations, rules, and codes regarding anti-bribery and anti-corruption measures, including the US Foreign Corrupt Practices Act of 1977 and the UK Financial Crime Act of 2017, The UK Bribery Act 2010 and any other regulations applicable to the Assignment issued by the US Office of Foreign Assets Control of the Department of the Treasury, By the British Office of Financial Sanctions Implementation or by any relevant national or international body (including the United Nations, the European Union, including the Republic of Poland and the United Kingdom), under

which economic sanctions or trade embargoes will be imposed against specific countries, regimes, entities, or individuals ('Applicable Sanctions and Anti-Financial Crime Requirements')

2. At any time, upon request by CCP, the person in a managerial position at the Client (or the Client in the case of an individual) should confirm in writing that the Client is acting in accordance with all Applicable Requirements regarding Sanctions and Anti-Money Laundering. The Client should also not, through any Instruction, directly or indirectly enable any transaction involving individuals or entities whose participation would violate the Applicable Requirements regarding Sanctions and Anti-Money Laundering.
3. CCP is entitled to terminate the Order or any other agreement with the Client immediately by delivering a written statement to the Client in a situation where the Client violates the provisions of this paragraph or CCP has reasonable suspicion that the Client has violated the provisions of this paragraph.

§ 15.

FINAL PROVISIONS

1. The enclosed Order will be interpreted in accordance with Polish law and will be subject to Polish law.
2. In matters not regulated by the Order and General Terms of Agreement, the provisions of the Civil Code, other provisions of Polish law, and the competent court in Warsaw shall apply to resolve any disputes. Any liability of CCP related to the conclusion, execution, and termination (withdrawal from) the Order is limited to the amount of the agreed remuneration in the respective Order and does not include lost profits.
3. The order is concluded in written form (with a handwritten signature on the document containing the statement of intent), electronic form (statement of intent in electronic form with a qualified electronic signature), or documentary form (statement of intent included in the content of an electronic mail message in a way that allows for identification of the person making the statement). Any changes to the order, termination of the order, withdrawal from the order, as well as other statements of intent by the parties, require, under penalty of invalidity, written, electronic, or documentary form. The actual manner of entering into the agreement determines its form, not the contractual provisions.
4. The orders are always submitted in as many identical copies as there are pages.