

ADVERTISING CONTRACTING CONDITIONS - SISTEMAS & IMAGEN PUBLICIAD

- 1. This contract is entered into under the protection of Law 34/1988, of November 11, General Advertising and for the purpose of providing broadcasting services advertising by SISTEMAS in favor of the CLIENT.
- 2. The signing of the Contract implies by the CLIENT the knowledge and acceptance of each and every one of these conditions.
- 3. The reservation of advertising media for its exhibition will be made firm from the moment the CLIENT has signed this Contract.
- 4. This contract will have the duration agreed on the front of this document; renewable for identical periods and applying in that case an increase equivalent to the IPC, if neither party notifies the other in writing at least 60 days in advance of its initial expiration or of any of its extensions.
- 5. The price set per unit of contracted advertising support includes, the rental of the advertising space for the agreed time, the maintenance of the support advertising and civil liability insurance for possible bodily and / or material damages that the support could cause to third parties. Consequently, any production cost associated with the exhibition is excluded from said price, and therefore subject to separate invoicing. contracted advertising, the expenses caused by the additional requirements of the client and the trips caused by said changes, taxes and / orsurcharges imposed by the legislation in force. The price indicated in this contract is that of the current rates in force for the current year. Said rate is only valid for the year of its validity so, if the contract will be renewed the following year or after its signature, the price will be adapted to the new rates in force.
- 6. The exhibited production must not contain messages that violate the laws, morals or good customs; likewise, the CLIENT declares to have all pertinent permissions and / or authorizations in relation to the intellectual property, patents and trademarks of the displayed design. Being at all times the CLIENT thesolely responsible for the content of the same, exonerating and holding SISTEMAS from any claim that could give rise to the exhibition of said poster.
- 7. In the event that the final arts are made by the CLIENT, they must be provided to SISTEMAS sufficiently in advance for their fixation, at least 10 days before. In the event that the final arts are made by SISTEMAS, the first production must be paid in advance, unless otherwise agreed. express to the contrary. If, after a month from the signing of this contract, the contracted campaign could not have been set for any reason attributable to the CLIENT, SISTEMAS may start billing for said campaign. If they are made on paper, the final arts must be produced on paper with a blue back, porous and with a minimum weight of 115gr / m2, and will be delivered folded, the panels classified and numbered. If made in Canvas, the material will be PVC and Polyester, in 20x20 fabric, with opaque back and the weight in m2: 450gr, covered with PVC, complying with Fireproof Homologation: * 100 according to DIN 75200. The shape of the grommets should be consulted in advance, as they may vary depending on the chosen support. If the final arts are made in Vinyl, they will be made with the following minimum technical characteristics: 0.100mm thick for exterior, 100 microns of grammage, the back part will be opaque, the surface in White PVC for exterior with 16N / 25mm of adhesion and an opacity of 85%. Must be printed on cloths 0.80m wide with two centimeters around the perimeter to be able to overlap.
- 8. The CLIENT knows that adverse weather situations, situations that affect the public thoroughfare and / or that generally prevent the placement of advertising; The date of performance of the contracted services may be delayed, without this being the subject of a claim by the CLIENT. While SYSTEMAS It will guarantee that the duration of the campaign is the contracted one or, failing that, it will be billed in proportion to the time actually exhibited.
- 9. If, for reasons beyond the control of SISTEMAS, the contracted support should be dismantled, SISTEMAS will submit a new site. If the new location is not accepted by the CLIENT, said installation will be canceled from this contract as of the date of its disassembly with full indemnity for the parts; or it will be suspended if it is foreseeable that in a period not exceeding 60 days the initially agreed conditions.
- 10. The payment by the CLIENT of the contracted services will not grant him the power to manipulate the contracted support for the advertising diffusion, nor the right some on the materials used to carry it out.
- 11. The payment of the invoices must be paid as agreed and signed in this contract. In the case of not complying with the payment within said period, SISTEMAS You can claim from the client a default interest equal to 1% per month, as well as the amount of bank and legal expenses caused by non-payment.
- 12. Failure to pay a monthly fee will entitle SISTEMAS to withdraw the advertising, regardless of the right to claim the total amount of amounts pending payment of the entire contract.
- 13. The CLIENT may not assign the rights and obligations contained in this contract to third parties, unless expressly authorized by SISTEMAS.
- 14. The personal data contained in the obverse of these general conditions, as well as those generated during the validity of the same, will be incorporated into a Clients file whose responsibility is SISTEMAS for the provision of contracted services and for sending commercial information about our products, including sending commercial communications electronically.
- 15. The CLIENT and the natural person signing these General Conditions expressly authorize SISTEMAS to send commercial communications via electronic processing and the processing of your data for the purposes indicated above, as well as to include the information related to this contract on its website.
- 16. Likewise, the CLIENT authorizes SISTEMAS to exhibit photography / s in its catalogs and on its web pages where supports with creativity are shown. corresponding to the campaign contracted by the CLIENT. In the event that it provides SISTEMAS with the personal data of collaborators or employees during the validity of this Contract, the CLIENT undertakes, prior to its shipment, to inform them of the points provided in this clause. The representative of CLIENT has the possibility to exercise the rights of access, rectification, cancellation and opposition provided for in Organic Law 15/1999, of December 13, Protection of Personal Data at the following address: comercial@exteriorplus.es
- 17. The parties, expressly waiving the jurisdiction that may correspond to them, agree to submit to the Courts and Tribunals of Barcelona any litigation that may arise. arise in the interpretation or application of this contract



General Terms of Agreement

- This contract is concluded under the provisions of articles 17 to 19 of General Advertising Law 34/1988 of 11 November, and is intended for the provision of advertising dissemination services by the Joint Venture to the Client. The signing of the Contract implies the Client's knowledge and acceptance of each and every one of these terms.
- The reservation of advertising media for display will be firm from the time the Client signs this Contract.
- 3. This contract will have the duration agreed in the Sales Contract attached in Annex hereto. Upon expiry, it will be automatically understood to be extended for identical periods to those agreed upon unless expressly waived by either of the parties at least 10 days before the initial expiry date of the contracted long-term campaign (of more than 15 days) and/or any of its extensions.
- 4. The price established per unit of contracted advertising support includes the rental of advertising space for the agreed time, the maintenance of the advertising support and civil liability insurance for possible bodily and/or material damage that the support might cause to third parties.
 - material damage that the support might cause to third parties. In the case of Conventional Mupis, the price includes the the Affixing of the Signs and the lighting costs at a rate of 17 euro per month.
 - In the case of stands or any kind of advertising promotion, the price only includes the rental of the contracted space; the Client will be responsible for all damages that may be suffered by the objects and/or materials for any reason, as well as those caused to people and/or things during the time of display. The Client declares that it is acquainted with the Special Conditions for this type of advertising, which will be attached to this contract as Annex 1, if this is the product contracted is a stand.

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Consequently, said price excludes any production cost associated with the contracted advertising display, and the expenses incurred for the client's additional requirements and the travel caused by such changes, taxes and/or surcharges imposed by current legislation will be excluded from said price and will therefore be subject to separate billing.

The price indicated in this contract is that resulting from the current rates in force for the current year. This rate is only valid for the year of its validity, so if the contract is renewed the year following or any time after it is signed, the price will be adapted to the new rates in force and will be accepted in writing by the parties.

- The final artwork/posters must be delivered by the client to the Joint Venture at least 72 hours (Digital), 10 business days (Conventional), and 20 business days (Spectacular Marketing) before the display. If these periods are not met, the provisions of the following clause will apply.
- 6. If for reasons of force majeure or random event the advertising face/s could not be affixed or installed, the Joint Venture will not be responsible for such delays. In this case, the Client will have the following options: either i) once the cause that prevented the installation and display of the advertising is finished, the Joint Venture will install it as soon as possible, deducting the proportional part of the days in which the advertising could not be affixed from the agreed price, or; ii) extend the campaign for the time in which it has not been displayed, maintaining the total time contracted. Other than in the case of force majeure, if the Joint Venture does not disseminate the advertising, the Client may choose to demand subsequent dissemination under the same agreed conditions or to denounce the contract with the amount paid for the non-disseminated advertising being refunded.

If the Client is responsible for the non-dissemination, for whatever reason, it will be obliged to indemnify the Joint Venture and pay it twenty-five percent (25%) of the price set in the contract if it notifies its cancellation within forty-five (45) days, if the contracting is Spectacular Marketing, twenty (20) days in the case of conventional advertising and ten (10) days if the contracted advertising is digital, of the date set for the commencement of the contracted advertising display unless the Joint Venture totally or partially occupies the contracted units of time or space with other advertising.

- 7. The Joint Venture is awarded the Contract for the comprehensive exploitation of the advertising and promotional activity in spaces owned by AENA and shall consequently obtain the prior agreement for the creativity and each campaign contracted to AENA. Therefore, by signing this Contract, the Client accepts the power of said entities to revoke the authorisation for the advertising display of a particular campaign in its facilities both initially and subsequently, and waives all claims for damages in such a case. The Joint Venture will only invoice the period in which the service was actually provided.
- The Joint Venture is not responsible for the content of the advertising provided by the Client, the latter being solely responsible for its content, and the message should not violate laws, morals or customs.
- 9. Invoices must be paid as agreed and signed in this contract. If payment is not made within said period, the Joint Venture may claim late payment interest equal to 1% per month of the client, as well as the amount of any bank charges caused by the default. If such non-payment should continue for more

than 30 days, the Joint Venture may renounce the contract and freely dispose of the contracted advertising support, and any others reserved.

- 10. The Client may not assign the rights and obligations contained in this contract, unless it is authorised to do so in writing by AENA. Likewise, the Client accepts that the rights derived from this contract may be assigned to AENA if the integral commercial management contract that the Joint Venture holds is terminated.
- 11. The Client and the individual signing these General Terms expressly authorise the Joint Venture to send commercial communications electronically, as well as the processing of their data for the purpose indicated above, and to include the information related to this commercial contract on their website www.exteriorplus.es.

Likewise, the Client authorises the Joint Venture to display photo/s showing supports with the creativity corresponding to the campaign contracted by the Client in its catalogues and on the web pages indicated in the previous paragraph, if the Client should provide the Joint Venture with personal data of collaborators or employees during the term of this Agreement, it undertakes to inform them of the points provided in this clause prior to sending. The Joint Venture informs that it is responsible for the processing of the

The Joint Venture informs that it is responsible for the processing of the personal data of the signatory of the Contract, that it acts on its own behalf or for and on behalf of a company (in both cases, hereinafter the "Representative"), as well as any other personal data that might be provided to us in the future. The aforementioned data will be treated for the sole purpose of fulfilling, maintaining and controlling the contractual relationship with the Company.

Personal data will not be communicated to third parties, except where appropriate to the Public Treasury for the fulfilment of the obligations contained in the tax regulations and/or any of the companies that form the Exterior Plus Group: Exterior Plus SL (B87383451), Sistemas e Imagen Publicitaria SLU (B85160976), Impursa, SAU (A03813326), Impactmedia SAU (A63095921), UTE Aeropuertos Madrid (U88363429) UTE Aeropuertos Barcelona (U88364989), UTE TELSON-IMPURSA (U87235495) and Mediapark Plus, S.L. The legal basis for said treatment is the performance of this contract or the fulfilment of the referred obligations. For its part, the sending of commercial communications finds legitimacy in the legitimate interest pursued by the Company, consisting of the performance of direct marketing actions among its customers.

The personal data collected will be kept for the entire duration of the contractual relationship until its completion. Once said termination has occurred, the data will be kept locked during the required periods as established by applicable legislation. The Representative may request access to their personal data, their rectification or deletion at any time, and request the limitation of their processing and the portability of their data when the reasons or circumstances provided in the applicable regulations are given. For these purposes, the following channels can be used, always attaching a photocopy of their ID or any other document that allows their identity to be proven, or by letter to the address: C/ Avda. Pirineos no 7 planta 3a - San Sebastián de los Reyes 28703 or by email to dpo@exteriorplus.es. Finally, they are also informed of the right to file a complaint with the Spanish Agency for Data Protection, if they should be aware of or consider that a fact may involve a breach of the applicable data protection regulations.

12. The parties, expressly waiving any jurisdiction that may apply to them, agree to submit to the Courts and Tribunals of Madrid for any litigation that may arise in the interpretation or application of this contract.