

Route Sales & Media General Terms and Conditions of Contract

1. Definitions

- a) 'Advertiser' means any person, firm or company who acting as a Customer gives an Order.
- b) 'Advertising' means advertising content and application to be provided to the Contractor to be shown on the Screens.
- c) 'Advertising Agency' means any person, firm, company or outdoor specialist recognised as an Advertising Agency by the Contractor and who acting as a Customer gives an Order.
- d) 'Advertising Airtime' means the amount of Screen time devoted to the Customer for Advertising in accordance with Clause 5 and as otherwise agreed from time to time.
- e) 'Agent' means any person, firm or company appointed by a Customer to administer and Order.
- f) 'Brand Ambassador Billboards' mean the Advertising format consisting of a static or digital board and a promotional staff member.
- g) 'Contractor' 'Route Media' means Route Sales and Media Limited which accepts an Order.
- h) 'Customer' means any Advertiser or Advertising Agency and shall include their successor in title and assigns who gives an Order as the Customer to the Contractor and as such is liable for payment for the display of Advertising.
- i) 'Fees' means the fees referred to in the Order and such other fees as agreed between the parties to be paid in accordance with this Agreement. These exclude 'Specialist Fees'.
- j) 'Specialist Fees' means the fees referred to in the Order payable by Route Media for agency commission or other specialist fees.
- k) 'Intellectual Property Rights' means copyright, moral rights, patents, trade marks, trade names, service marks, design rights, database rights, rights in goodwill, rights in undisclosed or confidential information (such as know-how, trade secrets), and other similar or related intellectual property rights (whether registered or not) and applications for such rights anywhere in the world.
- l) 'Live Date' means the date from which the Advertising shall commence as specified in the Order.
- m) 'Materials' means any artwork assets, designs, Advertiser products, posters, digital files, PDF or JPG (for digital) proofs, posting instructions or physical components required by the Contractor to deliver the Order.
- n) 'Month' means 28 days.
- o) 'Order' means an order which incorporates these General Terms and Conditions of Contract given by an Advertiser or an Advertising Agency to and accepted by the Contractor for the display of Advertising. The order is only formed when the Customer signs the Order and once Route Media has accepted the Customer's offer and on Route Media's standard terms.
- p) 'Screen(s)' means the screen(s) on which Advertising (digital, static or scroller) is displayed, situated at the Sites.
- q) 'Site(s)' means the Contractor advertising panel or location for the campaign or Screens.
- r) 'Specification' means the specifications provided by the Contractor to the Customer from time to time.
- s) 'Working Day' means any day being a Monday through to and including Friday of any week save for any such day which is a public or bank holiday.

2. Appointment

2.1 The Customer grants Route Media a limited, non-exclusive licence to use, transmit, reproduce, distribute, perform and display in whole or in part the Advertising to allow Route Media display such Advertising on the Screens at the Sites through Advertising Airtime as provided in this Agreement.

2.2 The Customer grants Route Media a limited, non-exclusive licence to use, transmit, reproduce, distribute, perform and display in whole or in part the Intellectual Property Rights related to the Advertising to allow Route Media display such Advertising on the Screens at the Sites through Advertising Airtime as provided in this Agreement.

2.3 The Customer is required to provide a warranty that it has the relevant rights in relation to the intellectual property to Route Media.

3. Obligations of Route Media

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

3.2 Route Media shall schedule the Advertising as mutually agreed with the Customer and shall execute any tactical content updates to the Advertising on the Screens during normal business hours (8am-5pm Monday to Friday excluding UK public



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holidays) or as agreed between the parties from time to time. The parties agree that for this clause 3.2, four (4) hours during business hours shall be viewed as reasonable notice. Other than provided for in this clause 3.2 Route Media shall not make any alterations to the Advertising without the prior consent of the Customer.

3.3 Under this Agreement the parties acknowledge that Route Media is obliged to pay Specialist Fees e.g. agency and specialist fees and commissions in accordance with the industry standard percentages.

4. Obligations of Customer

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

4.2 The Customer shall bear all the risk associated with providing the Advertising to fill the Advertising Airtime and shall be liable for payment of the Fees in any event if such Advertising is not provided in accordance with this Agreement and the Customer fails in their obligations to fulfil clauses 4.3, 4.4 and 4.5.

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

4.4 In addition to clause 4.3, the Customer shall be responsible for obtaining and paying for all necessary licences and consents for the display of Advertising and/or any copyright material contained in the Advertising or the appearance of any person in the Advertising.

4.5 Subject to clauses 4.1, 4.2 and 5.1, the Customer warrants, represents and undertakes that delivery of the Advertising shall be made in good time for the Advertising Airtime and such Advertising shall comply with clauses 4.3 and 4.4 above. The Customer further warrants, represents and undertakes that all Advertising shall be delivered to Route Media in strict accordance with the Specification.

4.6 The Customer agrees that the Advertising shall not include any code, tag, image, or device of any kind which enables viewers of the Advertising to interact with the Advertising via mobile technology or other wireless means, nor shall such device be attached, affixed or installed onto or in the Screens, without Route Media's consent (which may be conditioned as Route Media considers appropriate)

5. Provision of Advertising Content and use of the Screens

5.1 In the case of paper Advertising, all Materials (unless otherwise agreed in writing between Route Media and the Customer) must be delivered carriage paid at the address specified by Route Media by the deadlines set out below. All Advertising, including but not limited to applicable artwork and scheduling intentions (as set out in clause 5.4) shall be delivered to Route Media by the Customer.

- a) In the case of digital advertising, the Customer must refer to the Order for the specified deadline date.
- b) In the case of paper advertising, the Customer must refer to the Order for the specified deadline date.

In each case, the deadlines may only change if the parties mutually agree otherwise in writing.

Notwithstanding the deadlines set out above, certain locations have unique content requirements and timings. If these are applicable to the Customer, the Customer will be informed at the time of booking. In the event that such Advertising is not delivered on time, in an incorrect format or otherwise not in accordance with the Specification then Route Media shall use reasonable endeavours to meet the display deadline but reserves the right to show the previous day's scheduling or leave vacant such advertising space. In circumstances where Route Media is able to meet the display deadline, the Customer



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agrees it shall be liable to pay the Fees and any additional posting fees reasonably incurred by Route Media in meeting the deadline. In circumstances where Route Media is unable to meet the display deadline, for example if the Customer fails to deliver content by the agreed deadline date, the Customer agrees it shall be liable to pay the Fees in any event.

5.2 Route Media upon reasonable request from the Customer may be able to reformat any original creative work supplied by the Customer to Route Media for fees to be agreed at the relevant time. The Customer agrees that it may not at times be possible for Route Media to reformat such creative work in the required manner but Route Media shall notify the Customer and both parties shall work together in good faith to achieve the best results. The Customer acknowledges and accepts that if Route Media has attempted to reformat creative work but is unable to reformat creative work in time for the scheduled display, such display may be displayed late and the fee charged for the reformatting shall not be refunded.

5.3 When the Customer is entitled to a change of Advertising without separate charge and stipulates a time on a date upon which such change should commence Route Media shall complete such change as soon as reasonably possible from the stipulated time on the applicable date provided that Route Media has received the Advertising in accordance with Clause 5.1 above. Unless otherwise agreed by the Customer Route Media shall not commence such change before the stipulated time on the applicable date

5.4 It is further agreed that

5.4.1 The Customer must specify at the time of booking in writing its preferred schedule for the Advertising Airtime and these timings must correspond with the Specification. The Advertising shall be displayed in accordance with the times agreed between the parties.

5.4.2 Without prejudice to clause 11.2, if Advertising is timely delivered by the Customer and/ or is delivered in accordance with the Specification but such Advertising cannot display in accordance with the applicable timetable and/ or at the Sites (or any one of the same) for operational reasons and if alternative options are available Route Media shall inform the Customer and offer to the Customer available substitute dates, times and/ or sites that are of a similar quality and value in Route Media's sole opinion. If the Customer refuses such substitute dates, times and/ or sites either Party may terminate this Agreement in writing in part to the extent that such affected bookings are no longer available. Route Media shall not be liable for any credits or refunds if the Customer refuses such substitute dates, times and/ or sites and elects to terminate this Agreement in part

6 Payments

6.1 The Fees are for use of Advertising Airtime and space only and do not include charges for creation, design, production and/or delivery of Advertising. All additional charges in connection with any additional services provided by Route Media shall be agreed to in writing by the parties and such matters shall be governed by the terms of this Agreement. All Fees and additional charges are exclusive of VAT which will be charged where applicable.

6.2 Unless otherwise mutually agreed, invoices shall be sent to the customer's address and the customer shall pay the fess within 30 days of Route Media's invoice, or, if required, shall pay the fees in advance. Any queries regarding invoices must be submitted to Route Media's finance department.

6.3 Route has the right to cancel any order in respect of which payment is overdue.

6.4 Route Media shall be entitled to charge interest on any amount not paid when due under this agreement at the rate of 8% per annum above the bank base rate in force from time to time from the due date of payment until the actual date of payment.

6.5 Route Media shall pay all relevant agency commission fees in accordance with Clause 3.3.

6.6 Monies outstanding beyond Route Media's agreed credit terms will be passed to Route Media's Debt Recovery Department and will be subject to a surcharge of £30.00 to cover the cost incurred; such accounts will also be subject to any other cost incurred in obtaining the settlement.

7 Cancellations

7.1 In the event of a customer giving notice to cancel an agreement, Route Media will accept the payment of the following total gross agreement price herein:

0% if cancelled more than 28 days prior to the activity live date
100% if cancelled less than 28 days prior to the activity live date

7.2 In all circumstances and on all occasions where agreements have been cancelled for whatever reason, Route Media reserves the right in its sole discretion to resell the Advertising Airtime to any customer without reference to any party.

7.3 The Customer must submit all claims for credit under the terms herein to Route Media in writing within 21 days following the end of the period of display noted on the relevant invoice with sufficient information to enable Route Media to consider the claim. Route Media shall not be required to consider any claim submitted after the due date. Route Media will only consider a credit claim if it has been notified of a fault or matter giving rise to a credit in accordance with the terms herein.

7.4 Route Media does not guarantee continuous error-free display over 95% in respect of Advertising Airtime.

7 Warranties, Liability and Indemnity

7.1 In addition to any other rights provided under this Agreement Route Media shall have the right to see Advertising prior to commencement of display and shall have the right to refuse to display or continuing to display any Advertising for any reason including but not limited to Advertising which does not comply in all respects with the Customer's warranties and undertakings detailed in this Agreement and/or which differs in any material respect from the Advertising specified at the time of booking or Specification or subsequently changed without the approval of Route Media.

7.1 The Company does not exclude liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation.

7.2 The Company shall not under any circumstances be liable for any loss of profits, loss of business, depletion of goodwill or any special, indirect or consequential loss howsoever caused whether by negligence, breach of contract, misrepresentation or otherwise.

7.3 The Company's total aggregate liability to the Customer in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of any Contract to which these Conditions relate shall be limited to the maximum amount of 120% of the Price paid by the Customer for the relevant Goods and/ or Services giving rise to the Customer's claim.

7.4 Cabling and software is provided by a third-party supplier. The Company shall not be liable for any cabling or software that is supplied or used in connection with the Goods and/ or provision of the Services.

7.5 The Company shall not be liable or investigate any claim for loss unless the Customer has given the Company written notice within 30 days of its occurrence and given the Company every facility to investigate such occurrence.

7.6 Any advice or recommendation given by the Company or its employees or agents to the customer, its employees or agents as to the application or use of the goods is followed or acted upon entirely at the Customer's own risk and accordingly the Company shall not be liable for any such advice or recommendation.

7.8 The Customer shall indemnify, keep fully indemnified and hold harmless Route Media against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities arising from or in connection with the Customer's negligence or any breach by the Customer of this Agreement or in any manner whatsoever arising (including but not limited to any such actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities arising from any third party claim).

8 Non-display of Advertising on Screens

8.1 Route Media shall inspect any faulty or damaged Screen as soon as reasonably practicable following becoming aware of such fault or damage. Route Media agrees to act in good faith to ensure that any faulty or damaged Screen is returned to full working order as soon as is reasonably practicable. Route Media shall not be liable for any credits to the Customer for the duration that a Screen remains damaged or faulty if remedied within a reasonable period (which, for these purposes, means within 48 hours of becoming aware of the fault) or as a result of a Force Majeure Event.

9 Termination



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9.1 Route Media may immediately terminate this Agreement by giving written notice to the Customer if the Customer commits any material breach of any of the provisions of this Agreement and either:

9.1.1 the breach is not capable of remedy; or

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

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

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

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

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

10 Digivan Orders

10.1 Route Media can cancel any booking, live or pending if a vehicle cannot attend the booking due to an accident or similar.

10.2 If extreme weather or road conditions make it dangerous for the digivan to be driven, it will not operate, and Route Media shall have the right to retain the Fee. Route Media shall provide the Customer with a credit in the amount of the Fee paid which may be applied against future activity. Credits are decided by Route Media's Sales Director.

10.3 If weather conditions make it dangerous, for the Brand Ambassador Billboards to be used, Route Media shall have the right to retain the Fee paid. Credit will consider factors including how much use was made of the Brand Ambassador Billboards and, and Route Media's operating costs. Credits are decided by Route Media's Sales Director.

10.4 If the Customer is aware of any of these services relating to Route Media involved in an accident or incident, Route Media must be informed within 48 hours and contact will be made with Route Media's insurer.

10.5 If due to circumstances beyond Route Media's control the scheduled location becomes unavailable, Route Media will locate to the nearest suitable site.

11 General

1.1 Force Majeure: Any delay or failure by either Party to perform hereunder as a result of employment dispute, law, government action or order, acts of God, acts of terrorism or results thereof, or other causes beyond the Customer's or Route Media's reasonable control as shall be applicable will not constitute a breach of this Agreement, provided that the affected Party shall notify the other promptly and use all reasonable endeavours to resolve such cause preventing performance. In the event such affected Party is unable to perform its obligations within three months of the date such cause arises, either Party shall be entitled to terminate this Agreement immediately on written notice to the other without liability or giving rise to any claim in this regard.

11.2 The parties hereby acknowledge and agree that:

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



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

11.3 The Customer shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption. At any time when requested by Route Media, a director of the Customer (or the Customer if the Customer is not a company) shall certify in writing that the Customer is and has at all times been in compliance with all Relevant Requirements. Route Media may cancel this Agreement or terminate an agreement with the Customer immediately by giving written notice to the Customer if the Customer is, or Route Media reasonably suspects that the Customer is, in breach of this clause.

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

11.5 No failure, delay or neglect by either party to enforce at any time any provision of this Agreement shall be construed as, nor shall it be deemed a waiver of, that party's right in respect of such provision nor shall it in any way affect the validity of this Agreement nor prejudice that party's rights to take any subsequent action.

11.6 Except where provided for in this Agreement no variation to this Agreement shall be binding on either party unless in writing and agreed between both parties.

11.7 No person who is not a party to this Agreement shall be entitled to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 nor shall the consent of any third party be required in respect of any amendment to be made to this Agreement agreed between the parties.

11.8 Any notice to be given under this Agreement shall be in writing unless the parties mutually agree otherwise and shall be deemed to be effectively served if sent by first class registered post to the Customer and to Route Media at their respective registered offices.

11.9 This Agreement contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.

11.10 This Agreement shall be governed and construed in accordance with the laws of England and Wales and the parties hereby agree to submit to the exclusive jurisdiction of the courts of England and Wales.

12 Confidentiality

3.1 All information, including without limitation, know-how, quotations, specifications, drawings, prints, schematics, software, coding and any other engineering, technical or pricing data or information submitted by the Company to the Customer in a quotation or any other document is the confidential and proprietary information of the Company. Neither the Customer nor its employees, agents or representatives may disclose the Company's confidential and proprietary information to any third party.

3.2 The Customer shall indemnify and keep indemnified the Company against any and all costs, expenses (including but not limited to, legal and other professional fees on an indemnity basis) losses, damages, and other liabilities (of whatever nature, whether tortious or otherwise), suffered or incurred by the Company as a result of any breach by the Customer of Condition.

13 Formation of a contract

2.1 Any quotations provided by the Company are subject to these Conditions and will only remain valid for a period of 30 days.



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2.2 By placing an Order, the Customer will be bound by these Conditions. The Order is only formed when the Customer signs the Order and once Route Media has accepted the Customer's offer and on Route Media's standard terms.

2.3 Each Order that is accepted by the Company and confirmed in writing by an Order Confirmation shall constitute a separate, severable, legally binding Contract between the Customer and the Company and shall be subject to these Conditions.

2.4 Quotations are not binding and no Contract is formed until the Company confirms the Order in writing by sending the Customer an Order Confirmation.

2.5 No addition, alteration, substitution or waiver of these Conditions will be valid unless expressly accepted in writing by an authorised representative of the Company.

2.6 The Company shall provide the Goods and/ or Services to the Customer subject to and in accordance with these Conditions. The Company reserves the right to amend these Conditions from time to time and any such changes are effective immediately from the time they are notified to the Customer. Publication of the modified Conditions on the website shall be deemed to be notice to the Customer.

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