

GENERAL TERMS AND CONDITIONS OF THE LEASE AND MAINTENANCE OF ADVERTISING SPACE AGREEMENT

1. General Provisions

- 1.1. The Lessor shall undertake to provide the Lessee with space for visual advertising (three-sided advertising stands, etc.) and to perform related placement and maintenance works of the displayed visual advertising in accordance with the procedure and to the extent established in the Agreement and its Annexes, including the Order/Offer submitted by the Lessor to the Lessee, and the Lessee shall undertake to make a payment for the provided services.
- 1.2. The Lessor shall submit to the Lessee in writing an Offer/Order (hereinafter referred to as the **Order**), which shall indicate the amount and location of the advertising space (stands) to be leased and the lease period (start and end of the advertising campaign) as well as other necessary information. These terms and conditions are necessary under which the Agreement is considered to have been concluded.
- 1.3. The Parties shall hereby agree that the Annex to the Agreement shall be considered as submitted Advertising Services Order, which the Lessee confirms in writing or otherwise expresses its will and agrees with the terms and conditions set forth in the Order. All parts of the Agreement, including the Order and Annexes shall be considered to be an integral part of this Agreement.
- 1.4. All terms and conditions of the Agreement shall apply to each advertising campaign, except where individual terms and conditions are specified in the Annexes and in the additional parts of the Agreement.
- 1.5. The Agreement shall consist and be understood as the set of the following documents:
 - 1.5.1. Order;
 - 1.5.2. These General Terms and Conditions of the Lease and Maintenance Agreement which shall apply to and be binding to the Parties in all cases, except in the case of a separate agreement between the Lessor and the Lessee, by which the Parties shall separately agree and which shall expressly provide that these General Terms and Conditions shall not apply to legal relations between the Parties.
- 1.6. In case of discrepancies in the content of the above-mentioned documents, the above-mentioned order shall prevail for the documents interpretation.

2. Lease Payment. Procedure for Payment of the Lease

- 2.1. The Lessee shall make a Lease Payment (hereinafter referred to as the **Lease Payment**) for the lease of the advertising space on the Lessor's advertising stands and maintenance of the advertising space. The amount of the Lease Payment shall be determined in the Annexes to the Agreement signed by the Lessor and the Lessee, taking into account the location and quantity of advertising stands, the total volume of advertising space, rates per unit of advertising space, the volume of the advertising campaign and other circumstances.
- 2.2. The Lease Payment consists of Payment for the use of advertising space and for the hanging of advertising material on the Lessor's advertising stands, Payments for the maintenance services of the technical and aesthetic condition of the advertising space and advertising material provided during the Lessor's advertising campaign. All other costs, i.e. the costs of production and submission of advertising posters (hereinafter referred to as the **Advertising Material**) to the Lessor and the related costs, unless otherwise agreed upon, shall fall within the Lessee.
- 2.3. In the event of a change in any Payment, charges or other costs payable by the Lessor related to the advertising space and the display of the Advertising Material during the lease period, the Lessor shall be entitled to change the Lease Payment accordingly.
- 2.4. The Lessee shall undertake to pay the Lessor for the provided services in accordance with the terms and conditions provided in the Annexes of the Agreement. Payments shall be made within the payment terms/payment schedule specified in the Annexes of the Agreement to the Lessor's bank account specified in the invoice.
- 2.5. The Lessee shall pay the Lease Payment within the term specified in the invoice issued by the Lessor, which the Lessor shall send to the Lessee.
- 2.6. If Pro forma invoice is submitted, the payment must be made within the term specified in the Pro forma invoice. In such a case, if the Lessee fails to make the payment within the specified term, the Lessor shall be entitled unilaterally, by giving the prior notice to the Lessee not later than 2 (two) days in advance, terminate

the Agreement, including not placing Advertising Material on advertising stands / publishing Advertising Material.

- 2.7. If the Lessee fails to pay in due time any amount due under this Agreement, interest at the rate of 0.05% on the outstanding amount for each day of delay shall be calculated.

3. Compliance of Advertising Material with Legal Requirements

- 3.1. If necessary, the Lessor shall coordinate the content of the Advertising Material with the relevant state or municipal institutions. The Lessee shall undertake to submit the Advertising Material to the Lessor for coordination with state or municipal institutions not later than 5 (five) business days before the beginning of the advertising exhibition term (lease period). Advertising Material shall be provided to the Lessor in electronic form (by e-mail) and must comply with the technical requirements provided by the Lessor.
- 3.2. The Lessor shall be entitled to refuse to place the Advertising Material provided by the Lessee on the Lessor's advertising stands and/or shall not be liable for any delay in the fulfilment of other obligations, if the Lessee has not provided the Lessor with the Advertising Material in accordance with the established procedure and terms, or the Advertising Material does not meet the Lessor's specifications and therefore the Advertising Material cannot be posted within the set term, or defects in the submitted Advertising Material must be eliminated, or the form or content of the Advertising Material contradicts the requirements of law, instructions of state or municipal institutions, or the state or municipal institutions refuse to coordinate the content of the Advertising Material, or in other cases if the advertising poster cannot be posted within the set terms. The Parties shall expressly agree that if the Advertising Material is posted later than agreed by the Parties due to the fault of the Lessee, the Lease term shall **not** be extended for the period during which the Lessee was late in submitting the Advertising Material in compliance with the requirements of the Agreement, Advertising Material shall be removed without any separate notification to the Lessee after the end of the Lease Term set forth in the Order.
- 3.3. The Lessee shall be solely liable for the form and content of the expression of the provided Advertising Material and for any liability or other legal consequences and costs arising out of or in connection with it and / or in connection therewith.
- 3.4. The Lessee must properly respond to comments or instructions made by the relevant state or municipal authorities regarding the Advertising Material or proposed changes to the Advertising Material and must properly modify the Advertising Material in accordance with the requirements of the state or municipal authorities. In case if the Lessee fails to comply with the instructions of the state or municipal authorities, the Lessee shall assume any liability or other legal consequences and costs arising out of or in connection with in.

4. Submission of Advertising Material to the Lessor

- 4.1. Unless otherwise agreed upon by the Parties, the Advertising Material shall be printed, prepared for use and submitted to the Lessor by the Lessee in accordance with all technical requirements.
- 4.2. In case if the Lessee prints the advertising posters required for the advertising campaign by itself, the Lessee shall undertake to deliver them to the address specified by the Lessor by 12:00 pm on the Friday before the start of the advertising campaign.
- 4.3. The Lessee must deliver 15 percent more posters than are planned to be posted.
- 4.4. In case if the Parties agree that the advertising posters required for the advertising campaign are printed by the Lessor for an additional Payment, the Lessee shall undertake to provide the material required for the printing of advertising posters no later than by 12:00 pm on the Wednesday before the start of the advertising campaign. The Advertising Material must comply with the specifications and technical requirements specified by the Lessor.
- 4.5. The Lessor may also set other terms for the submission of the Advertising Material and/or electronic media required for the printing of advertising posters, indicating this in the Order confirmation or other way informing the Lessee.
- 4.6. At the end of the term of display of advertising posters (for the lease term), the additional (unused) advertising posters used for this advertising campaign and remaining shall not be returned to the Lessee.

5. Terms and Conditions for Posting/Removal of Advertising Material

- 5.1. Posting/reposting and removal of advertising posters shall take place from 12:00 pm on Saturday to 12:00 pm on Monday in all cities, before the start of the advertising campaign.
- 5.2. If the Lessee wishes the Advertising Material to be posted outside the scheduled time, as well as in cases where the submission of the Advertising Material is delayed, the Lessee shall be subject to additional posting Payments specified in the Price List. The Lease Payment of the advertising space specified in this Agreement shall not consist of reposting and/or re-gluing of posters or a part thereof.
- 5.3. All Clear Channel visual advertising devices are the property of Clear Channel, therefore, only liable persons may carry out the actions of posting and removal of Advertising Material.

6. Maintenance of Advertising Material

- 6.1. The Party that printed the advertising posters shall be liable for the quality of the Advertising Material, which must be such that the advertising posters can be used in accordance with the purpose specified in the Agreement during the entire term of their exhibition (for the lease term) without losing important features (colour brightness, resistance to weather and exposure to other factors, etc.). The Lessor shall not be liable for the compliance of the Advertising Material with the requirements set forth in this Clause, except in cases when the Lessor, by agreement of the Parties, prints advertising posters.
- 6.2. The Lessor shall undertake to ensure that the advertising space (stands) is technically in order during the exhibition period (for the lease term), i.e. proper for the display of Advertising Material by its nature. The Lessor shall not be objectively liable and shall not assume the risk of damaging the posters of the Advertising Material (cases of vandalism, robbery, drawings, graffiti or tearing due to adverse natural conditions, etc.).
- 6.3. Upon receiving information about damage to posters (vandalism, robbery, drawings, graffiti or tearing due to adverse natural conditions), the Lessor shall notify the Lessee within 1 (one) working day, indicating the extent and nature of the damage and, if several different types of posters are used for the campaign, the name of the poster. In such a case, the Lessor shall, without a separate instruction of the Lessee, display new posters on its own account from the Advertising Material provided by the Lessee or, if possible, arrange or repair the old posters no later than within 1 (one) working day from the date of notification of the damaged poster (s).
- 6.4. If, during the advertising campaign, are damaged more advertising posters than was prepared for the replacement and repair of damaged posters have been printed by agreement of the Parties, the Parties shall negotiate separately on the printing of additional posters and costs thereof. If the Parties fail to negotiate to print additional posters necessary for repairing the damage, the Lease Payment for the space on which the damaged posters are posted shall be paid in accordance with the terms of the Lease Payment provided in the Agreement, assuming that all advertising space is used in the Lessee's interest.
- 6.5. The Lessee shall be entitled to change the Advertising Material during the advertising campaign for an additional Payment.

7. Validity, Amendments and Termination of the Agreement

- 7.1. The Agreement shall come into force upon signing the Order by the Lessee and the Lessor and shall be valid indefinitely, taking into account subsequent amendments and supplements to the Agreement. Upon signing the Order, this Agreement shall become an integral part of the Order.
- 7.2. Both Parties shall be entitled to terminate the Agreement before its expiration by notifying the other Party in writing of such termination 42 (forty-two) calendar days in advance. Termination of the Agreement shall not release the Lessee from full performance of financial obligations to the Lessor. Any notice of termination must be given in writing.
- 7.3. If the Lessee terminates the Agreement through no fault of the Lessor more than 6 weeks before the beginning of the term of display of advertising posters (lease term), the Lessee shall not pay any compensation to the Lessor.
- 7.4. If the Lessee terminates the Agreement through no fault of the Lessor less than 6 weeks but more than 4 weeks before the beginning of the advertising campaign, the Lessee shall pay the Lessor compensation equal to 50% of the Lease Payment provided in the Agreement.

- 7.5. If the Lessee terminates the Agreement through no fault of the Lessor 4 weeks or less before the beginning of the advertising campaign, shall pay the Lessor compensation equal to 100% of the Lease Payment provided in the Agreement.
- 7.6. The Lessee shall be obliged to pay the Lessor the costs of production of Advertising Material if such occurs.
- 7.7. The Agreement may be terminated by written agreement of both Parties.

8. Other Conditions

- 8.1. The Lessor shall be released from liability for non-performance of the obligations provided in this Agreement if such non-performance was due to force majeure circumstances or if the Lessor failed to perform these obligations due to the fault of the Lessee.
- 8.2. The Lessee shall grant the right and unconditionally agree that the Lessor or any other company which belonging to the Clear Channel Group could use the image (photographs, footage, etc.) of the Lessee's advertising campaign for self-promotion purposes. The Lessee shall not charge any additional Payment for such use of the campaign image.
- 8.3. Purchases of advertising services may result in a discount that does not appear on the invoice but may be paid to a media planning agency or other intermediaries in the advertising market.
- 8.4. The Lessee shall undertake not to disclose to any third party (except as provided by law) the special conditions and terms set forth in the Annexes to the Agreement, which are considered as a commercial secret of the Lessor, as well as correspondence between the Parties and other information which are considered as confidential. All information about specific services provided by the Lessor to the Lessee and other customers, terms and conditions of their provision, price, transactions concluded by the Lessor, advertising campaigns implemented by the Lessor (their ideas, concepts, content, scope, material, means, duration, price, etc.), any information about the Lessor's customers, partners, third parties hired by the Lessor, terms of cooperation with them, private information about the Lessor's employees, as well as information of the abovementioned content or information that is obviously not intended for the Lessee, and any other information marked as confidential, intentionally or accidentally (due to negligence) transmitted to the Lessee by any of the specified persons, shall be considered to be confidential.
- 8.5. The Lessor shall undertake to make every effort to ensure that confidential information provided by the Lessee about the future advertising campaign is not disclosed to third parties not involved in the implementation of the advertising campaign until the start of the preparatory work, necessary for the implementation of the advertising campaign ordered by the Lessee. The Parties agree that the Lessee shall clearly declare the confidential information provided to the Lessor as confidential in writing.
- 8.6. Confidentiality obligations shall remain in force indefinitely, subjected to subsequent amendments and supplements to the Agreement.

9. Rights and Obligations of the Parties in Relation to Economic Crimes

- 9.1. In the validity of the Agreement, the Party shall:
 - 9.1.1. comply with the requirements of economic crime legislation. "**Economic Crime Legislation**" shall mean all applicable international, European Union and/or national law directly and/or indirectly related to bribery, bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering, other economic crimes and/or criminal offenses and/or criminal actions and/or administrative offenses;
 - 9.1.2. implement adequate and reasonable procedures to prevent the involvement of a Party in any activity that would constitute an offense under Economic Crime Legislation;
 - 9.1.3. immediately notify the Lessor of any request or claim for any improper financial or other benefit received by the Lessee in connection with this Agreement, including any application or request from a third party received in connection with the performance of this Agreement to facilitate, directly and/or indirectly, tax evasion;
 - 9.1.4. not take any action or ignore any action that the Party reasonably believes will cause or result in the Lessor violating any Economic Crime Legislation, including any activity, practice or conduct that would cause the Lessor to violate any Economic Crime Legislation;

- 9.1.5. upon a reasonable request of the Lessor, confirm in writing that the Lessee has complied with obligations under these Rules, and provide any information reasonably requested by the Lessor in connection with the justification of such compliance;
 - 9.1.6. provide the Lessor with any reasonable assistance to enable the Lessor to carry out any actions required by any relevant state and/or municipal authority for the purpose of compliance with the Economic crime legislation.
- 9.2. A Party declares and warrants to the other Party that:
- 9.2.1. has not been charged with an offense involving bribery or corruption, fraud, tax evasion or dishonesty; and/or
 - 9.2.2. the state and/or municipal authority has not included in the list of entities for which the right to participate in public procurement or to enter into such contracts has been deprived or suspended or restricted on the grounds that they have committed or are suspected of having committed any of the criminal acts specified in the Economic Crime Legislation or it is proposed to deprive or suspend or restrict such right;
 - 9.2.3. so far as it is aware, has not been and is not the subject of any investigation, interrogation or enforcement proceedings initiated by any state and/or municipal authority in respect of any criminal offense or suspected criminal offense under any Economic Crime Legislation.
- 9.3. In the case if the Lessee breached or the Lessor reasonable suspects that the Lessee breached these Rules, the Lessor shall be entitled to terminate the Agreement immediately without applying to the court, without giving notice to the Lessee in advance. Irrespective of whether any activities were carried out prior to the termination of the Agreement or whether the Lessee had entered into agreements with third parties. The Parties hereby agree in advance that the Lessee shall not be entitled to claim compensation for the losses incurred as a result of such termination of the Agreement.
- 9.4. Both Parties agree that they shall have adopted and maintain their policies and procedures in place designed to prevent all criminal activities of an economic nature, including anti-bribery and anti-corruption policies during the term of this Agreement.

10. Rights and Obligations of the Parties with Regard to the Prohibition of Slavery and Trafficking in Human Beings

- 10.1. In the validity of the Agreement, the Party shall:
- 10.1.1. Comply with all applicable requirements of the current legislation prohibiting slavery and trafficking in human beings. "**Legislation establishing the prohibition of slavery and trafficking in human beings**" shall mean any applicable international, European Union and/or national law directly and/or indirectly relating to and/or regulating the prohibition of slavery and/or trafficking in human beings which imposes sanctions for such acts;
 - 10.1.2. not engage in any activity, practice or conduct that is inconsistent with the requirements of the legislation establishing the prohibition of slavery and trafficking in human beings;
 - 10.1.3. ensure that all its direct business partners and/or suppliers shall comply with the requirements of the legislation establishing the prohibition of slavery and trafficking in human beings.
- 10.2. The Party declares and warrants that neither the Party nor any of its officers or employees:
- 10.2.1. have not been convicted of an offense involving an element of slavery or trafficking in human beings;
 - 10.2.2. have not been and is not subject of any investigation, interrogation or legal proceedings initiated by any state and/or municipal authority, including any official international body, for a offence or alleged offence, or in connection with slavery and trafficking in human beings; and
 - 10.2.3. not carry out its activities in a manner that would be incompatible with the requirements of the legislation establishing the prohibition of slavery and trafficking in human beings.

11. Protection of Personal Data

11.1. The Lessor may process personal data related to the Lessee in accordance with the procedure established in the Data Privacy and Cookies Notice. The Data Privacy and Cookies Notice is available here: <https://www.clearchannel.lt/en/privacy-and-cookies-notice/>

11.2. The Lessee is informed that personal data relating to it may also be processed by Clear Channel companies in the United States of America in order to ensure the efficient processing of Clear Channel Group data. Proper protection of personal data in this case shall be ensured by the Lessor concluding a data protection agreement with other Clear Channel companies to which personal data may be transferred.

12. Applicable Law. Dispute Settlement

12.1. If the Lessee has claims against the Lessor related to the services provided in accordance with the Agreement, the Lessee must submit a claim to the Lessor in writing within 48 (forty eight) hours from the occurrence or learning of the relevant circumstances, but in any case no later than within 10 (ten) days after the end of the relevant advertising campaign. If the Lessee does not submit claims in accordance with the procedure specified in this Clause of the Agreement, it shall be deemed that the Lessee confirms the proper performance of the Lessor's obligations.

12.2. The Lessor shall only be liable for direct losses.

12.3. To these Terms and Conditions and the Agreement and the obligations arising from there shall be applicable the law of the Republic of Lithuania.

12.4. The Parties shall seek to resolve any disputes, disagreements or claims arising from the Agreement or the Terms and Conditions through negotiations, mutual understanding and cooperation. If the disagreement cannot be resolved through negotiations, all disputes arising from and related to these Terms and Conditions and the Agreement shall be settled in the courts of the Republic of Lithuania, determining the contractual jurisdiction of the dispute according to the location of the Lessor's registered office.

13. Final Provisions

13.1. The Agreement shall come into force when the Lessor and the Lessee sign the Annex to the Agreement in accordance with the provisions of Clause 1.2 of the Agreement and shall be valid indefinitely, subject to subsequent amendments and supplements to the Agreement. When concluding and executing each new Annex to the Agreement, both Parties shall follow the version of the Agreement in force at the time of signing.

13.2. All notices and amendments to the Agreement must be made in writing and are considered to be duly submitted if sent by registered mail or e-mail to the contact persons specified in the Annex to the Agreement.

13.3. In the case of a change of address, telephone number or other data about a Party, the latter must immediately notify the other Party thereof. A Party which has failed to perform or has improperly performed this obligation may not make any claim or retaliation that the actions of the other Party, which it has performed on the basis of the latest data known to it, do not comply with the Agreement or that it has not received the relevant notices.

13.4. These Terms and Conditions shall supersede all previous versions. Clear Channel reserves the right to change these General Terms and Conditions at any time without separately notifying the Lessee thereof.