

Alma Quattro d.o.o. Dositejeva 20, Belgrade, Serbia

**GENERAL BUSINESS TERMS AND CONDITIONS OF ALMA QUATTRO d.o.o. Belgrade
for 2023 as from 1st January 2023**

INTRODUCTION

Alma Quattro, a limited liability company for trade and services, with the registered office in Belgrade, Dositejeva 20, is registered with the Serbian Business Registers Agency – the Business Entities Register (Register of Companies), under number BD1764, Company Number: 17071190, Tax Identification Number: 100147370 (hereinafter referred to as AQ). Within its core registered activity: advertising agencies (activity code 73.11), AQ has been a provider of specialized outdoor advertising services. In a business relationship between AQ and its Client, these General Business Terms and Conditions (hereinafter AQ General Business Conditions) shall apply. Unless otherwise specifically agreed in writing, AQ shall not assume any liabilities and responsibilities other than those specified in these General Business Terms and Conditions. AQ shall respect confidentiality of every individual business deal with its Clients as well as particulars thereon, in accordance with the international practice and relevant laws and other regulations.

1. AQ GENERAL BUSINESS CONDITIONS

- 1.1. These AQ General Business Conditions govern the general rules and conditions under which AQ renders its outdoor advertising services: general rules and conditions under which AQ rents its outdoor advertising panels installed in the territory of the Republic of Serbia are rented to its clients and under which clients rent the same from AQ for the purpose of advertising, as well as rights and obligations of the parties in their business relationship with respect to advertising on the outdoor advertising media.
- 1.2 These AQ General Business shall be applicable to all enquiries, offers and acceptances as well as to all individual contracts with respect to advertising on AQ's outdoor advertising panels. The offer and acceptance have legal effect of a concluded outdoor advertising contract, to which these AQ General Business Conditions are applicable. According to the law it is not necessary that AQ and a Client conclude any individual outdoor advertising contract, and non-existence of such contract shall not affect the validity of a business deal between AQ and its Client. However, if such individual outdoor advertising contract has been concluded between AQ and its Client, it shall usually include all prior agreements between the contracting parties contained in offer and acceptance. In case the parties' agreement in their concluded individual contract and/or annual contract differs from the agreement in offer and acceptance, the agreement in the individual contract concluded in writing shall be applicable.

- 1.3 Between AQ and advertising agencies, advertising contracts shall be concluded based on offer and acceptance and, additionally, the agency annual cooperation agreements and individual advertising contracts shall also be concluded, and these AQ General Business Terms and Conditions shall apply and shall be an integral part of such offers, annual agreements and individual contracts as a mandatory appendix thereto. Between AQ and direct clients, advertising contracts shall be concluded based on offer and acceptance, where to these AQ General Business Terms and Conditions shall be applicable as well.
- 1.4 In case of any discrepancy between certain provision of these General Business Conditions and certain provisions of offers, acceptances and contracts, the latter shall prevail.
- 1.5 These AQ General Business Conditions shall be in effect for advertising in the territory of the Republic of Serbia as from 1st January 2023.

2. ADVERTISING PANELS

- 2.1. AQ rents to its clients the advertising space on outdoor and indoor illuminated advertising panels installed in the territory of the Republic of Serbia (hereinafter referred to as AQ's advertising panels), for the purpose of advertising. AQ's advertising panels are owned by AQ or owned by other persons, whereby AQ has the right to use such advertising panels.
- 2.2. AQ's advertising panels are of the following types and formats:
- BILLBOARD (dimensions: 4x3m and 5.04x2.38m)
 - BACKLIGHT (dimensions 4x3, 8x3m)
 - BACKLIGHT SCROLL (dimensions 4x3m, 3.13x2.30m)
 - CITYLIGHT (dimensions 1.185x1.75m), free standing and within bus stop shelters, column (dimensions 1.185x3.50m),
 - CITYLIGHT SCROLL (dimensions 1.185x1.75m)
 - LCD (1080x1920 px)
 - LED (dimensions 4x3m)
 - BIGBOARD front-light illuminated/illuminated (dimensions 10x4m, 10x5m, 12x5m and 14x4m)
 - TRIVISION illuminated (dimensions 12x5m)
 - WALLSCAPE, walls (various dimensions)
- 2.3. The illumination of the advertising panels will be switched on/off according to the seasonal operation mode of the public lighting system in the cities where advertising panels are installed.

- 2.4. After an offer has been accepted, the Client cannot claim that he has not been informed about technical characteristics and advertising options of each of the rented advertising panel types.
- 2.5. The precise number, types and locations (addresses) of the rented advertising panels shall be specified in offer and acceptance. For the avoidance of doubt, the renting of one advertising panel shall mean the renting of one advertising surface (so called face). The orientation of the panel face shall be regarded in relation to the traffic direction.
- 2.6. In offer and acceptance, the beginning date and duration of the advertising campaign on the rented advertising panels shall be specified (the rental period).
- 2.7. In case of a large number of offers and acceptances for the same advertising campaign, the last ones accepted by the Client shall be deemed final.
- 2.8. The Client shall not have the right to change the list of the rented advertising panels (number, type, locations) or change the rental period during the contract period/validity, unless explicitly agreed by AQ in writing.
- 2.9. The Client shall not have the right to sub-rent the advertising space on the advertising panels rented from AQ to any third party, unless the client is the person/entity whose business activity is media space buying (marketing agency, media buying agency and similar), whereby AQ must be informed thereon in advance.

3. OBLIGATIONS OF AQ

- 3.1. AQ hereby declares to be the full owner of all the advertising panels rented to its clients or to have the unhindered right to use the advertising panels according to the effective contracts with the owners and/or users, as well as the installation right according to the consents given by competent authorities.
- 3.2. The Client's advertising posters will be put up on the rented advertising panels.
- 3.3. AQ shall put up the Client's advertising posters that have been timely delivered on all the rented advertising panels immediately and not later than 48 hours as from the first date of the agreed rental period. In case any advertising poster is not displayed on any of the rented advertising panels within the above-mentioned period, AQ shall consider this period as a non-display period, provided that the Client notified AQ of such delay in writing and AQ did not display the poster within 24 hours as from the date of such notice. Then AQ shall extend the period of display on such advertising panel or reduce the rental fee in proportion to the delay and number of advertising panels whereon the non-display period was recognized, but provided that the Client delivered his advertising posters on time and in accordance with Article 6.4.

- 3.4. AQ shall control the technical functionality of the advertising panels and eliminate all irregularities/defects within 24 hours as from the receipt of the Client's written notice on detected irregularities (bulb replacement, broken glass, damaged posters, repair of the foundation, and other damage). After the expiry of this period, any technical irregularity of an advertising panel lasting permanently for the following 24 hours shall be considered as one day of non-display on the same, provided that the Client has delivered a sufficient number of additional (spare) posters in accordance with Article 6.3.
- 3.5. In case any of the advertising panels is not illuminated permanently during the entire period of public lighting operation during a business day, counting from the expiry of a 24-hour period as from the receipt of the Client's written notice on such detected irregularity, AQ shall consider this period as a half day of non-display. The provisions of this clause shall not be applicable if non-illumination is caused by the public lighting failure.
- 3.6. AQ shall bear all the costs of one putting up and continuous maintenance of advertising posters during the entire four-week rental period. In case advertising posters are damaged during the rental period, AQ shall eliminate such damage by putting up new advertising posters previously supplied by the Client according to Article 6.3.
- 3.7. The advertising panel rental fee for the agreed rental period shall include one putting up and one removal of advertising posters, including replacements of damaged advertising posters according to point 3.6. Each additional putting up of posters will be separately calculated and invoiced to the Client according to AQ's price list of operating costs, effective on the date of invoicing.
- 3.8. All copyrights and rights to registered trademarks which are used or which are related to the Client's advertising material shall remain the Client's exclusive property, and AQ shall not make any attempt to register or use any of the trademarks in its own name.

4. OFFER AND ACCEPTANCE

- 4.1. The client shall accept an offer for the renting of AQ's advertising panels based on a correct and timely sent letter of enquiry. The enquiry shall be considered correct if made in writing, including the name of the advertising campaign, the advertiser's name, the rental period and the number of advertising panels i.e. faces by types and by cities. Any enquiry which is correct and not timely submitted shall not be binding for AQ. Regardless of whether an enquiry is correct/timely or not, AQ shall reserve its right not to send its offer to the client who has not settled his obligations towards AQ and/or who is on the court list of debtors and/or whose

business account is blocked and/or who is over-indebted according to the information available to the public.

- 4.2. Upon the Client's timely submitted enquiry AQ shall make an offer in writing. Such offer shall be binding for AQ in the period specified in the offer validity period.
- 4.3. The Client's written acceptance for a specific advertising campaign made within the period given in the offer (offer validity period) shall have the legal effect of the acceptance: it shall be binding for the Client as from the moment AQ receives the acceptance.
- 4.4. By the acceptance received by AQ during the offer validity period, an advertising panel rental agreement is concluded between AQ and the Client under conditions and according to the essential elements included in the Offer.
- 4.5. For the acceptance received after the expiry of the period given in the offer, i.e. after the expiry of the offer validity period, AQ shall have no obligation to the Client.
- 4.6. The Client agrees that the rented advertising panels will be distributed according to the media plan to be made by AQ.
- 4.7. AQ shall reserve the right to change up to 10% of the locations from the location list previously accepted by the Client.

5. CANCELLATION, SHORTENING OR RE-SCHEDULING OF THE RENTAL PERIOD OR REDUCTION OF NUMBER OF RENTED ADVERTISING PANELS

- 5.1. In case the Client cancels, shortens or re-schedules the rental period for advertising panels or reduce the number of rented advertising panels after the acceptance received by AQ within the offer validity period, after which a contract between the Client and AQ is concluded, the following shall apply:

- 5.1. a) In case the Client cancels, shortens or re-schedules the agreed rental period for advertising panels or reduces the number of rented advertising panels not later than 31 days before the beginning of the reserved rental period, the Client shall not take any consequences in regard to reimbursement to AQ;

The Client can use this right twice during a calendar year.

If the rental period was agreed by a marketing agency, this right relates to each individual client of that marketing agency.

If the Client wishes to cancel, shorten or re-schedule the agreed rental period for advertising panels or to reduce the number of rented advertising panels not later than 31 days before the beginning of the reserved rental period for the third and any following time during a calendar

year, the Client shall pay to AQ 50% of the net rental amount for AQ advertising panels which is cancelled, shortened, re-scheduled or reduced as a pre-determined amount of damage that has been inflicted on AQ and that the client is obligated to reimburse.

A calendar year refers to the period from 1st January to 31st December of the current year.

- 5.1. b) If the Client cancels, shortens or re-schedules the agreed rental period for advertising panels or reduces the number of rented advertising panels 30 to 16 days before the beginning of the reserved rental period, the Client shall pay to AQ 50% of the net rental amount for AQ advertising panels which is cancelled, shortened, re-scheduled or reduced as a pre-determined amount of damage that has been inflicted on AQ and that the client is obligated to reimburse.
- 5.1. c) If the Client cancels, shortens or re-schedules the agreed rental period for advertising panels or reduces the number of rented advertising panels 15 to 8 days before the beginning of the reserved rental period, the Client shall pay to AQ 50% of the net rental amount for AQ advertising panels which is cancelled, shortened, re-scheduled or reduced as a pre-determined amount of damage that has been inflicted on AQ and that the client is obligated to reimburse.
- 5.1. d) If the Client cancels, shortens or re-schedules the agreed rental period for advertising panels or reduces the number of rented advertising panels 7 or fewer days before the beginning of the reserved rental period, the Client shall pay to AQ 100% of the net rental amount for AQ advertising panels which is cancelled, shortened, re-scheduled or reduced as a pre-determined amount of damage that has been inflicted on AQ and that the client is obligated to reimburse.
- 5.2. The date of cancellation, shortening or re-scheduling of the agreed rental period or reduction of the number of advertising panels shall be the date when AQ receives from the Client a written notice of or request for cancellation, rescheduling or shortening of the agreed rental period or reduction of the number of advertising panels.
- 5.3. The Client cannot claim that he has not been informed about the consequences of cancellation, shortening and re-scheduling of the agreed rental periods or reduction of the number of AQ advertising panels specified in these AQ General Business Terms and Conditions.

6. ADVERTISING POSTERS

- 6.1. On the advertising panels rented from AQ the Client will display advertisements in the form of advertising posters.
- 6.2. The method of supplying posters to be displayed on the advertising panels rented from AQ shall be specified in the contract concluded after the Client's acceptance received by AQ within the offer validity period.
- 6.3. The Client shall concurrently order from AQ the advertising panel rental and the organization of printing of posters (according to the Client's conceptual design/artwork) to be displayed on rented AQ's advertising panels, unless otherwise explicitly agreed with the Client. AQ shall, on its behalf and for the Client's account, order the printing of advertising posters from the printing houses specialized in the production of advertising posters for outdoor advertising, at AQ's selection. AQ shall order the printing of posters in the number of copies and according to the formats of rented advertising media, with required additional/spare copies, and after the production of posters is completed, AQ shall take over the advertising posters, i.e. organize their finishing, distribution and putting up on AQ's network of rented advertising panels.
- 6.4. AQ guarantees and is held responsible for the quality of printed advertising material and time periods for the installation of rented advertising panels on the network, provided the Client fulfils the following obligations: The Client is obligated to deliver to AQ, in due time, a conceptual design in the form of the prepress, which must be made according to AQ standards previously given for each individual type of advertising panels. The final date on which the Client must deliver the prepress to the manager in charge is Monday (5 business days before the beginning of the campaign) by sending it to AQ's email address or by uploading it to AQ FTP server within the same period.
- 6.5. AQ shall not be responsible for any delay resulting from the Client's delay in delivering the conceptual design or resulting from incompliance of the conceptual design with the previously given standards for the preparation. The inspection and evaluation of the appearance and quality of the printed posters shall be carried out by the Client's representative upon invitation from AQ. The final date for the "colour proof" approval by the Client's representative shall be Tuesday (four business days before the beginning of the advertising campaign). In case the Client fails to carry out the inspection within the same period for "colour proof" approval, it shall be deemed that the Client approved the appearance and quality of posters. In case the Client has any complaints regarding the appearance and quality of advertising posters, it shall be determined whether such complaints are justified exclusively with respect to the "colour proof" of the conceptual design.

6.6. In case it has been explicitly agreed that the Client will order only the rental of AQ's advertising panels, the Client shall organise the printing of advertising posters himself and he shall be responsible for the appearance and quality of printed advertising posters. This option must be explicitly agreed with AQ.

If the Client organises the printing himself, AQ shall not be responsible for the printing quality of advertising posters to be displayed on advertising panels rented from AQ.

6.7. The Client shall deliver to the printing house of his choice the conceptual designs and the order for a specified number of poster copies, which is identical in all aspects with the conceptual design layout previously delivered to AQ. In case of several conceptual designs for a campaign, the Client shall enter the layout of the same in the file for the conceptual design layout previously provided by AQ. In the box for the name of the design, the Client should first write the campaign name and design name consisting of maximum 30 characters, without punctuation marks, Cyrillic letters and diacritics or diacritical marks in Latin.

6.8. The Client shall deliver the already produced/printed advertising posters to AQ's warehouse in a timely manner for the purpose of verification of their production/printing quality, compliance with AQ's technical and technological quality standards, AQ's visual standards as well as for the purpose of possible finishing. They can be delivered to AQ's warehouse in Belgrade, Viline vode bb, from Monday to Friday between 7 and 14h, except the last Friday before the forthcoming campaign that will start on Monday, when the final deadline for delivery to the warehouse is between 7 and 10h.

6.9. The Client is informed and agrees that the printed advertising posters must be in full compliance with technical and technological standards for the particular type of AQ's advertising panel. Upon written request, AQ shall deliver to the Client the technical standards for poster printing for each type of AQ's advertising panels (dimensions, printing material, etc.). Advertising posters must be delivered to AQ ready for display.

6.10. AQ reserves the right to refuse to display the delivered printed posters on the rented advertising panels if:

- the printing quality of the delivered posters is below the defined AQ technical and technological standards, according to AQ's evaluation,
- the appearance of an advertising panel is impaired,
- advertising posters are not marked according to the layout previously provided by the Client,
- the delivered copies of advertising posters are not in compliance with the layout provided to AQ by the Client,

- the Client has not submitted the Advertiser's Declaration filled out correctly,
 - conceptual designs on posters are illegal according to the Advertising Act and other effective regulations.
- 6.11. In case the Client organises the printing himself, the Client shall be solely responsible for the quality of printed posters and AQ will be relieved of any responsibility related to poster printing. Thus, AQ will be relieved of responsibility and the Client shall be liable for any claims that may arise out of complaints made by the final campaign user (if the final user is other than the Client) related to the quality of printed posters, colour proofs, finishing, pasting durability and similar, and the Client shall not file any such claims with AQ. In such situations, all (additional) expenses for any contingent re-printing of posters and/or for the payment of damages requested by the advertising campaign user due to inadequate advertising campaign appearance, shall be borne by the Client and the Client shall bear all such expenses and effect all such payments. Furthermore, the Client shall not file any refund claims with AQ.
- 6.12. This is not applicable to campaign packages including both rental and printing services, because in that case AQ organises poster printing.
- 6.13. In case the Client wishes to organise innovative projects that go beyond the standard poster/advertising panel offer on AQ's advertising panels, AQ shall place an order to the Client, organise the printing process and production of an innovative project and supervise the realisation of installation to be mounted on and dismantled from AQ's advertising panels.
- 6.14. AQ recommends that additional (spare) advertising panels should also be printed, up to 10% of the total number of copies, depending on the panel type.
- 6.15. Advertising posters and innovative installations produced i.e., obtained in any manner will be owned by the Client, but they will be in exclusive possession of AQ during the entire contract period. It is necessary that before the beginning of the campaign the Client declares in writing whether he wishes to take over the advertising panels and innovative installations from AQ. AQ shall keep the advertising panels and innovative installations 15 days following the expiration of the campaign and within that period the Client shall be obligated to take them from AQ, and after the expiration of this period, the advertising posters and innovative installations will be disposed as waste. The Client shall bear disposal costs.
- 6.16. The Client must take care that the contents of advertisements must be in accordance with the effective regulations of the Republic of Serbia. In case AQ is ordered by a competent authority to remove the Client's advertising posters due to any illegal content, AQ shall immediately ask the Client to modify the advertisements displayed on AQ advertising panels, and if the

Client fails to make such modifications, AQ shall remove the posters and the Client shall no longer be entitled to receive any reimbursement for the period paid but not used, and the Client shall be obligated to pay the full rental fee without any delay. AQ shall not be liable to the Client for any damage that the Client may suffer due to removal of posters with illegal contents, and the Client shall be liable to reimburse AQ for any damage that AQ may suffer, i.e., the Client shall pay the agreed rental fee in full amount and without any delay.

- 6.17. AQ will be relieved of responsibility regarding the content of advertising posters. The Client undertakes to make all payments (fines, damage compensation or other payments to third parties whose rights have been violated by the contents of the posters, attorney fees, handling costs, court costs (legal charges), additional costs for poster removal and other material costs as well as any other and all costs and expenses caused by or connected with the Client's posters), to government authorities, AQ or third parties. The Client undertakes to effect the payments under this clause immediately, without any delay, at first notice sent by AQ to the Client in a usual manner of their previous business communication. In case AQ has already effected payments for the Client's advertising poster, the Client undertakes to refund AQ all costs and payments that AQ has had in that respect. The provisions of this clause of AQ General Business Terms and Conditions shall not affect the Client's obligation to be liable to AQ for all and any damage that AQ may have suffered due to the Client's advertising posters i.e., the contents displayed on posters.
- 6.18. The Client agrees to comply with the provisions of the Advertising Act (as well as other effective regulations that govern this field). To that effect, the Client undertakes to deliver to AQ, not later than 2 (two) working days before the start date of the agreed advertising campaign, a correctly filled out Advertiser's Declaration pursuant to the Advertising Act. In case the Client fails to submit the Declaration within the given period, the Client's posters will not be displayed on AQ's advertising panels until the Client's Declaration is submitted. Until the Client's Declaration is not received, the agreed rental period will be running and the Client shall pay the entire rental fee within the agreed period, including the period of non-display. The Client shall not be entitled to reimbursement of any damage that has occurred in the non-display period, since non-display was entirely caused by the Client's fault (the Client has failed to submit the Declaration pursuant to the Advertising Act of the Republic of Serbia).

7. FEES AND PAYMENTS

7.1. The Client shall pay to AQ the following fees:

- 7.1.1 the advertising panel rental fee
- 7.1.2 the fee for innovative installation display (only in cases of advertising campaigns including such installations)
- 7.1.3 fee for poster production/printing
- 7.1.4 fee for additional services and operational costs for additional and extra postering and waste disposal costs.

7.2. Advertising panel rental fee

- 7.2.1 The advertising panel rental fee shall be determined according to AQ's price list for advertising space renting, effective on the date of a transaction. Prices in the Price List do not include any discount and VAT.
- 7.2.2 The schedule of the rental fee payment to AQ shall be specified in the Offer. Unless otherwise agreed, the Client shall pay 100% of the amount in the payment currency according to the invoice issued after the rental period, not later than 60 days as from the invoice issue date. The rental fee will be paid based on a pro forma invoice or an invoice. In case of delayed payment, default interest shall be paid by the Client.
- 7.2.3 In case AQ estimates, for any reason, that the Client will not fulfil his future contractual obligation, AQ shall have the discretion to agree with the Client that 100% advance payment is effected for the advertising media rental according to an issued pro forma invoice or to stipulate the payment defined under point 7.2.2 with the Client's obligation to issue a blank promissory note with a correctly filled out draft authorisation and/or to issue a direct debit authorisation. In such cases AQ may refuse to display advertising posters on rented advertising panels if the rental fee for advertising panels has not been paid in advance or if the Client has failed to issue a registered blank promissory note and a correctly filled out draft authorisation or a direct debit authorisation.
- 7.2.4 VAT shall be added to all the fees under points 7.1.1, 7.1.2, 7.1.3, and 7.1.4. and VAT shall be paid by the Client.

7.3 The fee for innovative installation display

- 7.3.1 The amount of the fee for innovative installation display shall be determined according to AQ's official price list for Innovate services. AQ shall provide the Innovate price list upon the Client's request.
- 7.3.2 The Client shall pay the innovative installation production costs according to Innovate pro forma invoice, 100% in advance, within 3 days as from the pro forma invoice issue date.

7.4 The fee for poster production/printing

7.4.1 Unless otherwise provided for under the contract, in the case specified in 6.3 of these General Business Terms and Conditions, the Client shall pay the pro forma amount for poster production quoted in the Offer in full within 60 days as from the invoice issue date regarding production costs.

7.5 The fee for additional services and operational costs of additional or extra postering and waste disposal costs

7.5.1. AQ shall be entitled to the fee for additional services and costs of re-postering, additional or extra postering pursuant to the contract and these General Business Terms and Conditions. The fee shall be calculated according to AQ's price list of operational costs and services.

8. CONSEQUENCES OF DEFAULT

8.1. The fee payment shall be in the manner and under the terms and conditions stated in offer and acceptance between AQ and the Client and according to an issued invoice. The fee payment shall be effected in the manner and under the terms and conditions stated in offer and acceptance between AQ and the Client and, unless anything specific has been specified between the parties, Article 7 of these AQ General Business Conditions shall be applicable regarding payment terms. Unless otherwise specified by the parties, the payment method shall always be non-cash to one of AQ's current accounts:

1. 330-4010289-35 at business bank RBA Bank Srbija a.d.
2. 160-107532-05 at business bank Banka Intesa a.d. – Beograd

8.2. In case the Client fails to pay the rental fee according to an issued pro forma invoice for advance payment, AQ shall not be obligated to display posters on the rented advertising panels or if the Client delays with the payment during the advertising campaign, AQ shall be authorised to remove the Client's posters from the network.

After the payment of the full amount and provided the contract has not been terminated, AQ shall re-paste posters on advertising panels, but only for the remaining part of the agreed rental period. The advance payment shall not be refundable.

8.3 In all the cases of the Client's delay with payment, AQ shall calculate the default interest at the default interest rate according to the Default Interest Rate Act of the Republic of Serbia, unless otherwise agreed.

8.4. AQ may refuse to conclude new contracts with the clients who have not paid their debts in full amounts for the previous advertising campaigns.

9. COMPLAINTS

9.1 Any Client's complaint must be made in writing, within the shortest appropriate period of time depending on the type of complaint. AQ shall consider all timely filed complaints immediately and without any delay. Complaints regarding invoices must be made within 3 days as from the invoice issue date. Any complaint that has not been made within the given period shall not be considered.

10. CONTRACT PERIOD

10.1 Unless otherwise agreed with the Clients, contracts shall be concluded for a definite period of time and shall be terminated by the complete fulfilment of contractual obligations by both contracting parties.

11. TERMINATION OF THE CONTRACT

11.1 The contract termination by mutual consent shall be allowed at any time, while unilateral termination of a contract shall not be allowed, except in the cases defined in point 11.2 of these General Business Conditions.

11.2 Without prejudice to any right or legal remedy that one contracting party may use against the other for breaching or non-performance of this contract, each contracting party may terminate this contract by giving a written notice to another party, without any reimbursements, in the following cases:

- a) in case the other party breaches the contract and fails to take any step to eliminate the breach of contract within 10 days as from the receipt of the written notice on the breach of contract.
- b) in case of enactment of any law, decision or regulation in the territory of the City of Belgrade or Serbia, according to which this contract will no longer have effect.

12. EFFECT OF THE CONTRACT TERMINATION

12.1. If the contract is terminated for the reasons given in 11.2.a), it shall be deemed that the contract is terminated on the 11th day following the date when the Client has received a written notice of breach and the breach has not ended, unless otherwise stated in the notice.

- 12.2. If the contract is terminated for the reasons stated in 11.2.b), the contract shall be deemed terminated as from the date the law, decision or regulation in the territory of the City of Belgrade or Serbia came into effect.
- 12.3. Provided that the Client has paid all due amounts according to the contract before the termination date, AQ shall return to the Client the proportionate amount of the advance payment for the rental period that was not used.

13. SEVERANCE OF THE CONTRACT/GENERAL TERMS AND CONDITIONS

- 13.1. In case any provision of the contract concluded with the client is null and void, it shall not affect the validity of other provisions of the contract or the contract as a whole if the same may continue to exist without such provision and if such provision was not the main motive or purpose of the contract.
- 13.2. In case any provision of the General Terms and Conditions is null and void, it shall not affect the validity of other provisions or the general conditions as a whole, which will remain in force and applicable to AQ's business operations in the remaining part.

14. CASES IN WHICH AQ SHALL BE RELIEVED OF RESPONSIBILITY

- 14.1. AQ shall not be held responsible for non-performance or untimely performance of its contractual obligations due to untimely performance of the Client's contractual obligations or due to force majeure. Force majeure shall refer to an earthquake, flood, fire, severe weather, electric installation and network breakdowns, discontinuation of electric power supply – electric power restriction, damage or destruction of advertising panels in traffic accidents or by unknown persons, war, street riots, strikes, demonstrations, act of government, and all other events the effect of which could not be predicted, avoided or eliminated.
- 14.2. AQ shall be relieved of responsibility for any untimely performance of its contractual obligations if AQ cannot fulfil its contractual obligations because of work safety reasons specified in the Work Safety and Health Act.

15. LAW AND JURISDICTION

- 15.1. In case of any issue that has not been regulated by offer and acceptance and these AQ General Business Terms and Conditions, the provisions of the Obligations Act (Law on Contracts and Torts) and relevant provisions of the Advertising Act shall be applicable.
- 15.2. In case of any dispute that cannot be settled by the contracting parties amicably, the Commercial Court of Belgrade shall be the court of jurisdiction.

16. FINAL PROVISIONS

- 16.1. These AQ General Business Terms and Conditions were adopted by the Resolution of AQ's Chief Executive Officer of 19th December 2022 and shall take effect as from 1st January 2023.
- 16.2. As from the moment these AQ General Business Conditions for 2023 take effect, the previous AQ General Business Conditions of 1st January 2022 shall no longer be in effect.
- 16.3. These AQ General Business Terms and Conditions have been published at www.almaquattro.rs and are available to all current and prospective users of AQ services.