

Advertiser's use of the promotion area and marketing activities at Aker Brygge must be approved by CCN and Aker Brygge. Activities shall at all times comply with what CCN and Aker Brygge has approved. Change of activities will have to be approved by CCN and Aker Brygge, which are free to consider whether consent will be given or not. The advertiser must make themselves aware of and comply with Aker Brygge Centre Society house rules. Activities shall be in accordance with applicable law, including marketing law. Repeated warnings or material breach of the Agreement might lead to expelling from Aker Brygge. The Advertiser risk being rejected without financial compensation or the right to a deduction from the agreed rent for the agreed period. If CCN incurring losses/extra costs due to Advertiser's breach of the Agreement, the advertiser is fully liable to CCN. The advertiser assures own interests, unless otherwise agreed in writing.

### **Specific guidelines of the use of promotion areas:**

- Maximal number of people on the stand is 4 persons. But if it is a sales stand, including subscription sales, the maximal number of persons on the stand is 2. Number of persons beyond this must be approved by CCN and Bryggedrift AS.
- The promotion area shall at all times be kept neat and tidy. Personal belongings should not be visible. Rubbish and other packaging (including brochures, flyers etc.) must be removed from the stand and any surrounding area continuously.

### **Other guidelines for activities:**

- If there is need for driving stand material to the stand or leaving a moving vehicle at the stand at Aker Brygge, this must happen between the period 07.00 am to 11.00 pm Monday to Saturday. Vehicle driving at the Aker Brygge area outside this period requires a permit from the police.
- Rigging/disassembly must occur during the period 07.00 am to 11.00 pm. Sundays and public holidays during the period 09.00 am to 08.00 pm.
- Exhibition of cars and other vehicles must at all times be executable/removable.
- The need for power or other technical support, must be pre-arranged with CCN/Bryggedrift. Costs associated with this can be invoiced separately.
- All necessary permits must be obtained and submitted to CCN/the center office (Bryggedrift) in advance. Liquidation Permission is sought at city police (tel. (+47) 22 66 90 50). When use of speakers or other devices that makes noise, the rules of the borough shall compliance (tel. (+47) 23 42 49 00). Checking the dB level can be performed during liquidation.
- Security can be ordered with or coordinated with Bryggedrift AS (tel. (+47) 23 23 87 00).
- Any equipment associated with the event must be approved in collaboration with the center office (Bryggedrift) through CCN.
- The promotion area must be cleared after usage. If this is not met, clearance of this will be done by Bryggedrift at the advertiser's expense.
- Access to restaurants, housing and roads must not be blocked.
- Helium balloons etc. are not allowed at Aker Brygge.
- Permission for photography/filming shall be reviewed and approved in advance by Bryggedrift.
- Any order issued from Aker Brygge Security or personnel from Bryggedrift, must be complied with. If the rules are not followed or orders complied with, the security guards and the personnel from Bryggedrift has the authority to stop the event.

*1. Duration of agreement*

The agreement shall apply for leasing during the display period as indicated above. The display period normally expires on the last working day of the last week of the display period.

*2. Payment/payment terms*

The payment shall be invoiced in advance on the first day of the display period. Due date is per 15 days. The payment shall apply for the number of rented posters/panels +/- 5%.

The rights to the advertising spots are held by several companies therefore a reservation may be invoiced in part by various subsidiaries within the CCN Group.

Late payments are subject to penalty interest according to the (Norwegian) Act of the 17<sup>th</sup> of December 1976, No. 100, relating to interest on overdue payments.

*3. Production/manufacturing of advertising material*

CCN may by agreement manufacture advertising material for the Advertiser. In such case, substrate material/manuscripts must reach CCN no later than 14 days prior to the commencement of the display period. Payment for such manufacturing services shall be invoiced in advance according to CCN's ordinary price list.

Advertising material shall be produced in a quantity equal to the number of leased posters/panels in addition to a 20% reserve.

*4. Approval of advertising material*

All advertising material shall be approved by CCN prior to installation.

If the Advertiser produces the advertising material itself, draft material shall be sent to CCN for approval no later than 14 days prior to production. If CCN refuses to approve the advertising material, notification shall be given to the Advertiser no later than two days after the draft is received. The Advertiser shall make changes to advertising material that has not been approved, well in advance of the beginning of the display period.

*5. Installation of advertising material*

The agreement includes installation of advertising material.

Approved material must be received by CCN no later than 5 - five - days prior to the first day of display. CCN can charge the Advertiser extra costs as a consequence of late delivery of material. Installation instructions for multiple image concepts shall accompany the delivery. In the absence of such instructions, CCN will assume no responsibility for any incorrect installation.

Unless otherwise agreed, materials shall be delivered to CCN's warehouse at Tvetenveien 12, 0661 Oslo.

CCN is not responsible for delayed installation of advertising due to the Advertiser, or conditions where the Advertiser bears the risk. In the event of delays due to CCN or factors where CCN bears the risk, the compensation shall be adjusted proportionately.

*6. Delays by the Advertiser*

In the event of delays by the Advertiser, or such parties as he/she is responsible for, CCN is entitled to demand reimbursement for any potential additional costs incurred as a result of the delay.

*7. Maintenance*

The agreement includes normal maintenance. Normal maintenance is considered as putting up new posters/panels as a result of damage/tear-down until the spare supply is used up. The Advertiser shall pay for additional printing beyond the spare supply and for putting up extra copies in excess of the spare supply. CCN shall notify the Advertiser when the spare supply is used up.

*8. Demand for removal*

If the authorities or owners of the advertising space demand that the advertising has to be removed, the agreement will cease to apply for the remainder of the display period. Compensation shall be adjusted accordingly, and any excess payment shall be credited to the Advertiser.

*9. Damage/loss of advertising material*

CCN is not responsible for damage to, or caused by, the advertising, nor for lost posters unless this is due to CCN or conditions where CCN bears the risk.

*10. Cancellation*

The Advertiser is entitled to cancel the agreement in return for paying a cancellation fee to CCN as follows:

Up to 9 months prior to display	10% of net agreed amount
Up to 4 months prior to display	50% of net agreed amount
Up to 14 days prior to first display day	90% of net agreed amount
Later than 14 days prior to first display day	100% of net agreed amount

The Advertiser's duty to pay the cancellation fee shall lapse if the Advertiser transfers the agreement to another advertiser, approved by CCN, with the same terms and conditions.

*11. Limitation of liability*

CCN's potential liability during this agreement is limited to the Advertiser's direct, documented financial loss, and may under no circumstances exceed the compensation during the agreement, excluding VAT.

*12. Subject to agreement*

The first 24 hours (at least one business day) after the agreement is signed, CCN reserves the right to withdraw from the agreement without liability of any kind towards the Advertiser. Cancellation will be given by a written notice to the Advertiser.

*13. Legal venue*

The parties accept Oslo Court of Conciliation and Oslo City Court as the correct legal venue.

*14. Amendments*

This agreement governs in full the relationship between the Advertiser and CCN. Amendments and additions to this agreement are subject to the written consent of both parties.