

ReKøbenhavns Rådhus  
Overborgmesterkontoret  
Att.: Lord Mayor Lars Weiss  
Rådhuspladsen 1  
1550 København

**Communication  
Extérieure**

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Paris, May 25<sup>th</sup>, 2021

**Re: AFA JCDecaux Street Furniture Contract with the Municipality of Copenhagen  
of 30<sup>th</sup> of June 2015**

Dear Mayor Weiss,

As defined by our existing cooperation which started more than 25 years ago, our partnership has been close and respectful from both parties. The respect for commitment and flexibility, for the benefit of both parties, are at the nature of our cooperation.

More than 5 years ago, at the beginning of our new partnership, at a meeting at City Hall in Copenhagen, I offered together with our Danish partner, to the benefit of the city and with respect to the nature of the tender, to reduce the number of digital and analogue placements in the very center of Copenhagen. This offer was subsequently approved by the City Council as it respected the wish for decreasing the number of advertising faces in the city.

I am now shocked to learn, that Copenhagen Municipality is considering to allow direct competitors to our business to install advertising stands in the city center against the founding principle of the EU-tender from 2015. This means that Copenhagen Municipality is prepared to breach the contractual obligations of our cooperation, as entered into with our Danish company AFA JCDecaux, (a 50/50 joint-venture between JCDecaux and the Danish Axelsen family), ignoring one of the very basic and only obligation for the city to adhere by, giving AFA JCDecaux an exclusive right to advertise the specific formats our contract covers. This is even

JCDecaux SA

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more surprising as the exclusivity of format clause was presented by Copenhagen Municipality during the dialogue meetings taking place before the tender, in the official tender material as well as in the contract of 30<sup>th</sup> of June 2015 signed by Copenhagen Municipality.

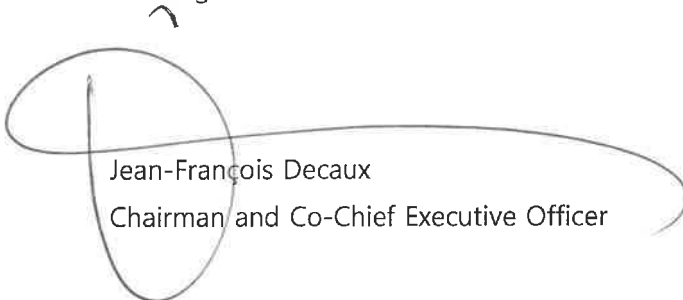
JCDecaux has been the world leader of advertising financed street furniture for more than 55 years, since my father invented the concept in 1964. During this period the company has ongoing trust and respectful cooperation with more than 10.000 of the largest cities in the world. Never have we experienced a deliberate and intentional breach of any of our cooperation's, ignoring the mutual partnership and substantial investments made by JCDecaux as the one we are experiencing in Copenhagen.

As the sole party of this contract carrying all of the investments, as well as all of the risks for the next 15 years with no financing from taxpayers money, the City of Copenhagen should respect the obligations of our mutual contract just as we are continuously fulfilling our obligations towards the city.

A breach of this degree made by one of the largest and most admirable cities in Europe, will have a direct negative impact on all our similar partnerships not limited to our Danish operations but internationally as well, as the exclusivity of formats are at the basis of the advertising financed business model. Therefore, JCDecaux cannot and will not accept a fundamental breach of the municipality's contractual obligations.

I hope that you as the Lord Mayor will support our mutual partnership and make sure that the contractual obligations from the City of Copenhagen are met.

Best regards

A handwritten signature in blue ink, consisting of a large, stylized 'J' followed by a horizontal line that loops back under the 'J'.

Jean-François Decaux  
Chairman and Co-Chief Executive Officer

cc : Anders Axelsen – Managing Director of AFA JCDecaux