

General Terms and Conditions of Sale

Advertising, Sponsorship and Digital

DESTINATION

2024

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Cultivating attention

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Destination 2024
Cultivating attention



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General Terms and Conditions of Sale of Advertising Space

on France 2, France 3 National, France 3 Régions, France 5 and thematic channels

Applicable to commercials broadcast between January 1, 2023 and December 31, 2023

GENERAL INFORMATION

1 These conditions (hereinafter “General Terms and Conditions of Sale”) are applicable to the sale of Advertising Space broadcast on:

- **France Télévisions channels:** France 2, the national network of France 3 (hereinafter “France 3 National”), the regional network of France 3 (hereinafter “France 3 Régions”), France 5;
- **the thematic channels:** 13ÈME Rue, Boing, Boomerang (Boomerang+1), Cartoon Network, E! Entertainment, France 24 (France signal), La Chaîne Météo, Melody, Museum TV, My Zen TV, National Geographic Channel, National Geographic Wild, Sport en France, SYFY, Trace Vanilla, Trace Urban, Trace Ayiti, Trace Caribbean, Sport en France, Maison & Travaux TV, MGG TV, DreamWorks, Toonami, TV5 Monde “FBS”, Warner TV and Disney (Disney Channel, Disney Channel +1; Disney Junior) (hereinafter “thematic channels”).

of which France Télévisions Publicité, a public limited company with capital of 38 100 euros, having its registered office in Boulogne-Billancourt (92641), 64-70, avenue Jean-Baptiste-Clément, SIREN 332 050 038 Nanterre Trade & Companies Register, is the exclusive advertising network and is the only one authorized to receive Advertising Orders.

**Or such other name as the Thematic Channels may hereafter adopt. This list is subject to change at any time.*

2 France 2, France 3 National, France 3 Régions, France 5 and the Thematic Channels are hereinafter referred to as “the Media” or “the Medium” each for their part.

For the purposes of these General Terms and Conditions of Sale, the following terms are defined as:

- **“Buyer”**, any Advertiser or Agent acting in the name and on behalf of the Advertiser under a written mandate and subscribing to an Advertising Order;
- **“Advertising Order”** or **“Order”**, the agreement for the broadcasting of a commercial, reached by France Télévisions Publicité and the Buyer on the basis of the booking requests issued by the latter and accepted by France Télévisions Publicité, taking into account the availabilities of its schedule, and entered into in accordance with the terms of the present contract. The constituent elements of the Order are the medium, the advertising slot concerned (date of broadcast and “slot title”), the duration of the commercial, the Sector Code to which the promoted product or service is attached, the Initial Rate subject to the application of the commercial conditions of sale, the preferential position purchased in the advertising slot concerned. The execution of the Advertising Order consists of the broadcasting of the commercial provided by the Advertiser in the space reserved for this purpose in compliance with these General Terms and Conditions of Sale;
- **“Sector Code”**, the eight-digit code composed of the family number, class number, sector number and variety number allowing the product or service that the Buyer wishes to promote to be attached to a variety of product or service in the “sector code nomenclature” grid published by France Télévisions Publicité;
- **“Advertiser”**, the person on whose behalf the commercial message is broadcast;

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- **“Agent”**, any agency or intermediary acting in the name and on behalf of an Advertiser, duly mandated by a written contract;
- **“Cookie”** includes IT files that record information about the user’s browsing habits, but also tags, pixels or any other tracer or means of retrieving information via a technical tool that includes the “fingerprinting” method.
- **“Programmatic”**: automated bidding system for the purchase of advertising space.

3 **These General Terms and Conditions of Sale are applicable to all Advertising Orders executed from January 1, 2023 to December 31, 2023. Only the version published on the France Télévisions Publicité website, accessible from the URL address “<http://www.francetvpub.fr>”, is admissible.** Any publication of the General Terms and Conditions of Sale on another medium is for information purposes only.

France Télévisions Publicité reserves the right to modify the stipulations of these General Terms and Conditions of Sale at any time, it being specified that the modifications will only be applicable as of their publication on the France Télévisions Publicité website. In case of modification of the General Terms and Conditions of Sale, the Orders validly concluded before the said modifications shall continue to produce their effects until their term. Where applicable, commercial offers may include provisions that deviate from these General Terms and Conditions of Sale.

4 **The conclusion of an Advertising Order by the Buyer implies the acceptance of these General Terms and Conditions of Sale, the customs and regulations relating to television advertising, as well as the rules of advertising ethics applicable in the area of distribution of the media as they arise from the consolidated code of the International Chamber of Commerce, the ethical recommendations of the Autorité de Régulation Professionnelle de la Publicité (hereinafter referred to as “ARPP”), and the opinions of the Jury de Déontologie Publicitaire.**

It is specified that any other document whatsoever sent to France Télévisions Publicité by the Buyer, referring to its own commercial conditions, is only indicative and does not imply any acceptance of said conditions by France Télévisions Publicité, which are not enforceable against it.

5 **These General Terms and Conditions of Sale:**

- **do not apply to sponsorship operations, nor to digital advertising spaces which are subject to specific General Terms and Conditions of Sale.**
- **apply to all sales methods, including Programmatic sales on eligible channels, with the exception of the “Purchase Procedure”, “Modification” and “Cancellation of orders” sections.**
- **apply to spaces sold on segmented TV on eligible channels.**
- **apply to programmatic offers.**

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PURCHASE THROUGH AN AGENT

6 Advertising Orders may be entered into directly by the Advertiser or, in their name and on their behalf, through an Agent.

Any purchase of advertising space by an intermediary shall be made pursuant to an agency contract by virtue of which the Agent represents the Advertiser to France Télévisions Publicité, the contractual obligations being established directly between the Advertiser and France Télévisions Publicité. The Advertiser shall attest to the existence of its Agent's mandate by providing France Télévisions Publicité with a certificate of mandate that is valid for one calendar year. This certificate can be presented:

- in dematerialized form and electronically signed, as soon as it has been registered and communicated by the MyMandat platform, edited by EDIPUB,
- in accordance with the model published by France Télévisions Publicité, duly completed and signed, and transmitted by any means enabling its regularity to be verified.

In the event of multiple mandates, the intermediary must imperatively respect the principle of separate account management for each Advertiser.

The Advertiser who mandates an intermediary for the purpose of placing their Orders, shall refrain from intervening at the same time as their Agent in any placing, confirmation, modification or cancellation of Orders, unless a written waiver is expressly granted in advance by France Télévisions Publicité.

The Advertiser undertakes to inform France Télévisions Publicité of any modification relating to the mandate it has entrusted to its Agent, and this without delay, by registered letter with acknowledgement of receipt.

Under these General Terms and Conditions of Sale, the provisions relating to the Agent shall apply, where applicable, to the Sub-Agent.

7 ORDER CHARACTERISTICS

Each Advertising Order is strictly personal to the Advertiser. It may not be transferred in any form or for any reason whatsoever.

8 France Télévisions Publicité reserves the right to broadcast, in the same advertising slot, several commercials, regardless of the Advertiser, relating to similar products or services or falling under the same sector code.

9 France 2, France 3 National, France 3 Régions and France 5 do not broadcast commercials for horoscope, astrology, numerology, clairvoyance, tarot cards, prediction products or services, as well as any SMS or telephony services that they consider do not comply with the regulations in force.

France Télévisions Publicité and the media are free to refuse the execution of an Order and/or to cancel it at any time, without payment of compensation, in particular:

- when a commercial is likely to damage their image or their commercial, ethical or editorial interests;

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- when a commercial is likely to engage their responsibility;
- when a commercial is likely to offend viewers' sensibilities;
- or because of the public service missions of the media.

The Advertiser will not be charged for Orders not executed in this respect. The Advertiser may not claim any compensation or indemnity on any grounds whatsoever. The media reserve the right to restrict access to their advertising slots to certain categories of Advertisers at any time, in whole or in part, taking into account:

- their legal or regulatory obligations;
- their obligations under the France Télévisions Group's broadcasting charter;
- or for reasons of image or ethics.

10 The slot headings mentioned in the Orders or any other documents correspond to references to locations inserted between or within the programs, and not to the times of broadcasting of the commercials, which the Buyer acknowledges and accepts.

Regardless of how the slot headings are worded, they do not constitute a commitment to broadcast a commercial at a specific time. The execution of the Order consists of the broadcasting of a commercial in a given advertising slot as scheduled between or within programs in the media's program schedule. As a result, the Buyer cannot claim a right to broadcast of its commercials at a specific time or any similarity or difference between the slot headings appearing in the Orders and a

broadcasting schedule. The Buyer shall not be entitled to claim any compensation for the broadcasting times of the commercials.

PURCHASING PROCEDURE

France Télévisions Publicité offers each Buyer multiple possible space purchasing procedures:

- purchase of an Advertising Order directly from the Scheduling Department by telephone, e-mail or EDI;
- purchase of an Advertising Order directly on the Buyer's account via France Télévisions Publicité's ADspace purchasing platform.
- purchase of an Advertising Order directly via France Télévisions Publicité's partner platforms, whose terms and conditions of sale may differ from the present General Terms and Conditions of Sale;

It is to be specified that any request for the purchase of an Advertising Order for **the slots after 8 p.m.** of the channels of the France Télévisions group must be made directly with the scheduling department, according to its availability and subject to the eligibility of the commercial.

A/ COMMON PROVISIONS

11 Prior to any reservation request, the Buyer must send France Télévisions Publicité:

- the "Advertiser identification form";

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- where applicable, the “Acceptance of Electronic Data Interchange” form as published by France Télévisions Publicité, in order to obtain France Télévisions Publicité’s approval to use EDI (Electronic Data Interchange);
- the certificate of mandate, duly completed, in accordance with the model published by France Télévisions Publicité in the event of purchase by an intermediary acting in the name and on behalf of the Advertiser. The Buyer shall imperatively inform France Télévisions Publicité, in writing, of any modification of the data thus entered, without delay and before execution of its Orders. Otherwise, the modifications requested by the Buyer shall not be enforceable against France Télévisions Publicité.

12 The status of the Orders registered with the scheduling department on behalf of each Buyer shall be accessible to the latter on France Télévisions Publicité’s ADspace platform, the address of which is www.francetvpub.fr subject to the allocation of a password and an access code which are strictly personal and confidential.

To obtain their 2020 access code and password, the Buyer has two possibilities:

- The Buyer must indicate to France Télévisions Publicité’s scheduling department the full names of the persons authorized to confirm and consult the Orders, as well as their e-mail addresses, by filling out the access code request form as published by France Télévisions Publicité;
- or The Buyer designates an administrator for their account on the ADspace platform by filling out the administrator access code request form as published by France Télévisions Publicité. The Buyer via their

administrator shall have the possibility, under their sole responsibility and at their sole discretion, of creating user accounts and determining their access rights within the France Télévisions Publicité ADspace platform.

The Buyer shall be solely responsible for the transmission of its confidential codes and passwords and shall be solely responsible for any and all use of such codes and passwords. The Buyer undertakes to acknowledge and accept France Télévisions Publicité’s IT charter.

The Buyer shall inform France Télévisions Publicité, by registered letter with acknowledgement of receipt, of any changes in the signatory representatives or of its desire to no longer use its codes and passwords, it being specified that any request may only take effect at the end of a period of one working day following the date of receipt of the registered letter with acknowledgement of receipt. The Buyer having access to France Télévisions Publicité’s ADspace platform undertakes to consult its Orders within 48 hours of each registration or modification and to expressly formulate, within 48 hours, any complaint in the event of disagreement with the Orders registered by France Télévisions Publicité.

13 The account shall be activated by the Buyer upon receipt of their username and a temporary password provided by France Télévisions Publicité. Once activated, the Buyer is obliged to modify this password; France Télévisions Publicité has no access to this password.

By activating the online account, the Buyer acknowledges and accepts the France Télévisions Publicité IT charter in all its provisions.

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B/ SPECIFIC PROVISIONS

Procedure for purchasing directly from the scheduling department (and in particular for slots after 8 p.m., thematic channels and others)

- 14** The Buyer may send its requests for reservation of Advertising Space by EDI (in particular for national channels outside the regions), by e-mail, by telephone or by any written means to France Télévisions Publicité for the period open to marketing, to the scheduling department of France Télévisions Publicité. This request shall be deemed to be a pollicitation, subject to the terms hereof.
- 15** The IT registration by France Télévisions Publicité of the request received, according to the availability of the schedule, constitutes acceptance of the pollicitation and of the General Terms & Conditions of Sale and commercial conditions of France Télévisions Publicité and constitutes the Advertising Order and the firm sale of the advertising space subject to the stipulations of the present General Terms & Conditions of Sale. The Advertising Orders ordered at the launch of the campaigns are confirmed to the Buyer either by the sending of a statement of the Orders ordered by EDI, in case of purchase by EDI or, failing that, by the sending of a purchase order on paper.

For each Order, and regardless of the method of order confirmation, by EDI or purchase order on paper, France Télévisions Publicité shall communicate the following information to the Buyer:

- the medium/media and the date of broadcast of the relevant advertising slot;
- the title of the relevant advertising slot;
- the format of the commercial(s) purchased;
- the amount of the options subscribed within the framework of the Order.

Any subsequent modification of any element of the Advertising Order carried out in accordance with the stipulations of the present General Terms and Conditions of Sale shall give rise to the sending within 24 hours of a statement of the Orders ordered by EDI, in the event of purchase by EDI, or failing this, by the sending of a purchase order on paper, once a week.

- 16** The Buyer shall be deemed to have accepted the Orders in the state in which they were recorded by computer in the schedule unless a complaint is made in writing:
- within 48 hours from the sending of the EDI confirmation or the update of the France Télévisions Publicité ADspace platform for Buyers benefiting from access to the ADspace platform and/or using EDI, the most favorable deadline being retained in the event that the Buyer has access to the ADspace platform and uses EDI;
 - within 5 days following the date of issue of the purchase order, for Buyers who do not have access to the ADspace platform and do not use EDI.

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In the absence of an express complaint, the Buyer shall refrain from contesting Orders that have been recorded by computer in accordance with the procedure described above.

- 17** The Buyer accepts the procedure for purchasing from France Télévisions Publicité as defined above and agrees not to contest Orders that have been registered according to the procedures described above beyond the time limit provided. In any event, the production by France Télévisions Publicité of the IT documents having recorded the Orders shall be deemed irrefutable proof of the formation of the contracts for the sale of Advertising Space subscribed to by the Buyer.

France Télévisions Publicité cannot be held responsible for any fraudulent or malicious action carried out on the IT or telephone network used.

PURCHASE PROCEDURE THROUGH THE ADSPACE PLATFORM

- 18** France Télévisions Publicité provides Buyers with access to a platform called ADspace. This ADspace platform allows Buyers to directly purchase advertising space and to access several functionalities including the optimization of advertising campaigns.

Access to the ADspace platform is subject to the Buyer's acceptance of the General Terms and Conditions of Use of the ADspace platform, which can be accessed on the France Télévisions Publicité website at the URL address "<https://www.francetvpub.fr>". It is specified that France

Télévisions Publicité reserves the right to modify the functionalities of the ADspace platform at any time and to temporarily or permanently suspend the provision of this tool, which the Buyer expressly acknowledges and accepts.

- 19** The Buyer, if they have a valid access to the ADspace platform and if they have the necessary rights via the procedures defined in A above, can carry out their space purchase themselves, during the usual working days and opening hours of the ADspace platform (from 8:00 a.m. to 8:00 p.m. except in special cases). The scope of the accessible offer is determined by France Télévisions Publicité.

- 20** The Buyer will select directly via the ADspace platform the terms and conditions of their space purchases and will validate their choices by clicking, which constitutes acceptance of the solicitation and of the General Terms and Conditions of Sale and the commercial terms of France Télévisions Publicité, and constitutes the Advertising Order and the firm sale of the advertising space, subject to the stipulations of the present General Terms and Conditions of Sale.

Advertising Orders generated via ADspace are confirmed to the Buyer by the sending of a statement of the Orders ordered by EDI or by the sending of a purchase order.

For each Order, France Télévisions Publicité shall communicate the following information to the Buyer:

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- the medium/media and date of broadcast of the relevant advertising slot;
- the title of the relevant advertising slot;
- the format of the commercial(s) purchased;
- the amount of the options subscribed within the framework of the Order.

Any subsequent modification of any element of the Advertising Order carried out in accordance with the stipulations of the present General Terms and Conditions of Sale shall give rise to the sending within 24 hours of a statement of the Orders ordered by ADspace.

- 21** The Buyer shall be deemed to accept the Orders, in the state in which they were recorded electronically via the ADspace platform, unless a complaint is made in writing within 48 hours from the sending of the order confirmation by EDI or from the updating of the ADspace platform (the most favorable time being retained in the hypothesis that the Buyer has access to the ADspace platform and uses EDI).

In the absence of an express complaint, the Buyer shall refrain from contesting Orders that have been recorded by computer in accordance with the procedure described above.

- 22** The Buyer accepts the procedure for purchasing from France Télévisions Publicité as defined above and agrees not to contest Orders that have been registered according to the procedures described above beyond the time limit provided. In any event, the production by France Télévisions Publicité of the computer documents recording the Orders shall be

deemed to be irrefutable proof of the formation of contracts for the sale of Advertising Space subscribed to by the Buyer.

France Télévisions Publicité cannot be held responsible for any fraudulent or malicious action carried out on the IT or telephone network used.

CHANGE, CANCELLATION OF ORDERS

- 23** Any cancellation of an Order by the Buyer must be made in writing no later than 31 calendar days before the date of broadcasting stipulated in the Order. Failing this, the cancelled message(s) will be invoiced in full to the Advertiser, with France Télévisions Publicité reserving the right to dispose of the spaces concerned.

Within 31 (thirty-one) calendar days of the broadcast ("out-of-time" period), the constituent elements of the Orders may be modified subject to immediate rescheduling of the Orders by the scheduling department, depending on availability, for broadcast within 31 days of the request for modification, and for a budget equal to the budget allocated by the Orders thus modified.

In the absence of immediate reprogramming, taking into account the availability of a budget at least equivalent to that invested before the "out-of-time", the Orders initially reserved will be invoiced in full to the Advertiser. In the absence of immediate rescheduling, taking into account the availability of the schedule, of a budget at least equivalent to that invested prior to the "out-of-time", the Orders initially reserved will be invoiced in full to the Advertiser, with France Télévisions Publicité reserving the right to dispose of the freed-up Advertising Spaces.

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24 By way of derogation from articles 23 and 25, the cancellation and/or modification of certain offers provided for in the commercial conditions may be subject to specific terms and conditions, as provided for in the said commercial conditions.

25 Notwithstanding article 23, in the event of any cancellation by the Advertiser of a global communication campaign known as a “special operation” or “cross-media” campaign, combining a media and non-media device, the Advertiser will be required to pay a penalty under the following conditions:

- a. 30% of the total net amount, excluding tax, due by the Advertiser for the cancelled special operation, if the cancellation occurs more than 4 weeks before the start of the services inherent to this operation;
- b. 100% of the total net amount, excluding tax, due by the Advertiser for the cancelled special operation, if the cancellation occurs less than 4 weeks before the start of the services inherent to this operation.

It is understood that France Télévisions Publicité reserves the right to dispose of the spaces thus released.

26 No modification of the Orders may be made by the Buyer less than 7 days before the broadcasting of an advertisement.

RATE, PRICE AND RATE CHANGES

27 The rates are indicated in euros excluding tax and the invoices are therefore increased by the applicable VAT.

28 The rates published by France Télévisions Publicité at the time of each schedule opening are subject to change, upwards or downwards, depending on the programming.

UPWARD RATE CHANGES

Upward changes in rates are communicated to the Buyers by France Télévisions Publicité (including for the regional screens of France 3) up to the day before the date of broadcasting of the commercials, in the “flash program” or the “flash special” published by France Télévisions Publicité, and in particular, in the event of the broadcasting of special programs or changes in the program contexts due to events or current affairs.

In this case, these upward rate changes shall be communicated to the Buyers in the “flash program”, the “flash special” published by France Télévisions Publicité or by any other appropriate means, taking into account the deadline.

In the event of an increase in the rate, the Buyer may either:

- maintain its Order at the new rate communicated;
- ask France Télévisions Publicité for immediate reprogramming in the same period and on other slots of a budget equivalent to that of the cancelled message(s), within the limits of the availability of the schedule;
- choose to cancel, without indemnity, their Orders affected by the rate increase.

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The cancellation of an Order by the Buyer must be notified in writing as soon as possible following the date of publication of the price increases in the “program flash” or the “special flash” or the date of the Buyer being informed.

An Amending Order shall be sent to the Buyer in paper form or by EDI file in accordance with the provisions of article 15.

DOWNWARD RATE CHANGES

Downward changes in rates shall be communicated to Buyers through the “flash program”, the “flash special” published by France Télévisions Publicité or by any other appropriate means, and shall come into effect as soon as they are published, without prior notice.

The Buyer must then imperatively reprogram the budget resulting from the said rate reductions with France Télévisions Publicité.

- 29** France Télévisions Publicité reserves the right to modify the programming of advertising slots at any time. Changes in programming shall be communicated to the Buyers at least 10 calendar days before the date on which the commercials are broadcast, in the “flash program” or the “flash special” published by France Télévisions Publicité. Exceptionally, and in particular in the event of the broadcasting of special programs or changes in the program contexts, notably due to events or current affairs, France Télévisions Publicité reserves the right to modify the programming of the advertising slots within 10 days of broadcast. In this case, these programming changes shall be communicated to the

Buyers in the “flash program”, the “flash special” published by France Télévisions Publicité or by any other appropriate means, taking into account the deadline. In the event of a change in the scheduling of advertising slots, the Buyer may:

- a.** maintain their Order with the new slot title provided;
- b.** or choose to cancel, without indemnity, their Orders affected by the change in programming. The cancellation of an Order by the Buyer must be notified in writing no later than the first working day following the date of notification to the Buyer of the change in scheduling.

- 30** In the absence of a cancellation notified in the above-mentioned forms and deadlines, the Orders registered by France Télévisions Publicité affected by a change in programming shall be deemed accepted and the Advertiser shall be liable for payment in full on the due date.

France Télévisions Publicité and the media reserve the right, in particular in the event of force majeure, pandemic, strike, any cause relating to the obligations arising from the terms of reference or agreements concluded by the media with the ARCOM or any other control authority, the need for airtime or in the event of disruption to the organization and/or broadcasting of programs, to modify or cancel in whole or in part the dates and times of broadcasts or the conditions of broadcasting of advertising slots and scheduled advertising orders, without the Buyer being able to make any claim against France Télévisions Publicité and the media or to request damages of any kind whatsoever. In the event of an event presenting the characteristics of force majeure, producing

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effects comparable to the Covid-19 crisis, France Télévisions Publicité will give priority to the processing of Order cancellations resulting from restrictions on activities laid down by the Government. France Télévisions Publicité reserves the right not to respond to any requests related to the optimization of scheduling or budget.

BILLING AND PAYMENT TERMS

31 Invoices and credit notes shall be drawn up by France Télévisions Publicité on behalf of the Advertiser.

The original is sent to the Advertiser and a duplicate is sent, if necessary, to their Agent in charge of checking the invoicing, in accordance with the certificate of mandate.

Invoices and credit notes shall be drawn up electronically, within the meaning of Article 289 VII 2° of the French General Tax Code, by France Télévisions Publicité on behalf of the Advertiser. The Advertiser's acceptance of electronic invoicing results from the signature of the contracts for the sale of Advertising Space subscribed to by the Buyer, in the absence of any opposition formulated by the Advertiser. It is reminded that the Advertiser and/or the Agent remain solely responsible for (1) verifying the electronic signature affixed to the invoices using the data of verification contained in the electronic certificate, (2) verification of the authenticity and validity of the certificate attached to the electronic signature and, finally, (3) storage and archiving of the invoice and the attached signature and certificate.

The Advertiser is always the debtor of the payment of the Advertising Order, including in the case of a payment mandate entrusted to their Agent.

Any payment or advance made by the Advertiser to their Agent shall not be enforceable against France Télévisions Publicité and shall not release the Advertiser vis-à-vis France Télévisions Publicité.

In such a case, in the event of the opening of a collective procedure against the Agent who may have received a payment or an advance from the Advertiser, France Télévisions Publicité will request payment directly from the Advertiser, with the latter being responsible for declaring their claim to the liabilities on the basis of their agency contract.

The Advertiser may, under their sole responsibility, give the Agent a mandate to collect in their name and on their behalf the amount of the credit notes issued by France Télévisions Publicité. Payment by France Télévisions Publicité of the amount of the credit notes to the Agent releases France Télévisions Publicité vis-à-vis the Advertiser, who alone assumes the risks of subsequent default by the Agent.

The invoice shall be deemed to be a record and proof of the conditions of distribution of the Advertising Orders mentioned therein.

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32 Invoices are payable to France Télévisions Publicité by cheque or bank transfer, 30 days after the date of the invoice, on the 10th of the month (or on the next working day if the 10th of the month is not a working day), before 4 p.m., under the following conditions:

INVOICE MONTH	INDICATIVE DATE OF INVOICE ISSUE	EXPIRY DATE (DEADLINE OF PAYMENT RECEPTION)
January	31/01/23	10/03/23
February	28/02/23	11/04/23
March	31/03/23	10/05/23
April	28/04/23	12/06/23
May	31/05/23	10/07/23
June	30/06/23	10/08/23
July	31/07/23	11/09/23
August	31/08/23	10/10/23
September	29/09/23	10/11/23
October	31/10/23	11/12/23
November	30/11/23	10/01/24
December	29/12/23	12/02/24

France Télévisions Publicité must be in possession of the Advertiser's funds no later than the due date shown on the invoice.

Regularization invoices issued by France Télévisions Publicité are payable on the due date mentioned on the invoice.

Drafts are not accepted.

33 Each solution consists of a set of Advertising Spaces and is offered at a single price. Under no circumstances may the components of the solutions be the subject of a claim or a credit note, since France Télévisions Publicité is committed to the solution as a whole, and not to each of its components.

34 France Télévisions Publicité may require full payment in advance or direct payment by the Advertiser of Advertising Orders or a bank guarantee, in particular in the following cases:

- a. New Buyer (new client for France Télévisions Publicité);
- b. Buyer for whom France Télévisions Publicité has noted incidents or delays in payment or a dispute that has arisen or is about to arise;
- c. Buyer whose solvency appears uncertain in view of their situation.

Advance payment means that France Télévisions Publicité must be in possession of the Advertiser's funds at least 10 days before the first broadcast of a message. In this case, a pro forma invoice is sent to the Advertiser, with a duplicate to the Agent, if necessary. The final invoice is sent to the Advertiser at the end of the month during which the broadcasting took place.

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35 In the event of non-compliance with the terms of payment, Orders not yet executed may be cancelled by France Télévisions Publicité as of right, without notice or compensation and without prejudice to any other course of action.

In addition, late payment penalties of 15% (fifteen percent) shall be payable on amounts not paid by the due date stated on the invoice, starting on the first day following that date, on an annual basis of 360 days, in proportion to the number of days of delay.

If the 15% rate were to fall below three times the legal interest rate, the penalty rate applied would be three times the legal interest rate, rounded up to the next whole number.

In accordance with the provisions of Article L. 441-10 of the French Commercial Code, an indemnity of forty (40) euros for collection costs shall be payable by France Télévisions Publicité as of right, without prejudice to additional compensation.

France Télévisions Publicité also reserves the right to refuse to take into account invoices that have not been paid by the due date for the calculation of discounts granted under its commercial conditions.

The calculation of discounts at the end of the Order will only be carried out by France Télévisions Publicité after receipt of a written request from the Buyer no later than 30 June of year n+1.

In addition, France Télévisions Publicité reserves the right not to reimburse the sums due to the Advertiser under the liquidation of the discounts at the end of the Order and/or to offset the amount of the discounts at the end of the Order against any sums that the Advertiser may still owe to it, including late penalties, which the Advertiser acknowledges and accepts..

36 France Télévisions Publicité does not apply any discount for advance payment.

BROADCASTING INCIDENTS

37 Payment for commercials not broadcast for reasons such as force majeure, strike, or exceptional events disrupting their broadcast and attributable to the medium/media or to France Télévisions Publicité shall not be due, and the Buyer or third parties may not claim any compensation or indemnity in this respect.

Nevertheless, broadcasting incidents or even interruptions in the operation of one or more television transmitters shall give rise to a right to compensation or price reduction under the following conditions:

a. Concerning the channels France 2, France 3 National, France 3 Régions and France 5

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Interruptions or incidents recognized by France 2, France 3 National, France 3 Régions and France 5 or TDF occurring in the the transmission centers indicated below entitle the Advertiser to a proportional reduction in the price due:

The reimbursement made under this article is exclusive of any other compensation or indemnity for the benefit of the Buyer or any interested third party.

Amiens (Bouvigny)	5 %	Paris (Eiffel Tower)	25 %
Lille (Bouvigny)	5 %	Niort (Maisonnay)	4 %
Marseille (Grande Étoile)	6 %	Toulouse (Pic du Midi)	5 %
Lyon (Mont Pilat)	6 %		

b. Regarding other media

Interruptions or incidents recognized by one of these media, and certified by their broadcaster(s) (satellite operators, cable operators), will entitle the Advertiser to a reduction in the price due, proportional to the number of households able to receive the medium/media concerned and which were not technically able to receive all or part of the commercial(s).

This reduction, made within the framework of the present article, is exclusive of any other compensation or indemnity to the benefit of the Buyer or any interested third party.

PAY-TV ADVERTISEMENTS

38 A - Exceptionally, France Télévisions Publicité reserves the right to open up access to the advertising spaces of France 2, France 3 National and France 5 to channels that are not direct competitors of the latter on the television audience market, provided that the following conditions are cumulatively met:

1/ The programs of the channel (hereinafter the Channel) requesting the broadcasting of commercials on France 2, France 3 National and France 5 are mainly broadcast on pay television;

2/ The broadcast of the Channel is not part of any basic television service offering distributed by satellite, cable or DTT. For the sake of clarity, the basic offer is understood to be the offer common to all subscribers to a single distributor of satellite, cable or DTT television services;

3/ The Channel is exclusively accessible as an option by the subscriber on satellite, cable and DTT.

38 B - The broadcasting of commercials on France 2, France 3 National and France 5 in favor of the Channel is subject to the present General Terms and Conditions of Sale, as amended from time to time.

It will also be governed by an individual agreement between France Télévisions Publicité and the channel, the purpose of which will be to specify the terms and conditions for broadcasting the channel's commercials, in particular the following conditions:

- no direct or indirect promotion of free-to-air programs;

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- no express or tacit reference to the programs of the France Télévisions Group or any third-party channel;
- no direct or indirect promotion of one or more individual programs or broadcasts, in particular with their date and time of broadcast; and a reciprocal undertaking by the Channel allowed to broadcast an advertisement on France 2, France 3 National and France 5 enabling the latter to broadcast, individually or collectively, commercials on this channel.

38 C - France Télévisions Publicité reserves the right to terminate at any time the right of channels meeting the aforementioned conditions to broadcast commercials on France 2, France 3 National and France 5 by withdrawing the present provisions of its General Terms and Conditions of Sale.

BROADCASTING CONDITIONS

- 39 A** - The Advertiser acknowledges and accepts that the conclusion of an Advertising Order confers on France Télévisions Publicité the right to:
- Reproduce, present and adapt the commercials submitted for communication to the public, as many times as France Télévisions Publicité wishes, on all media, in particular on France Télévisions Publicité's Internet or extranet sites, for the purpose of a communication action and/or promotion of the Advertiser's activities;

- Represent the said messages according to all processes in use in the sector of activity, to make copies of them in such numbers as France Télévisions Publicité may see fit, with a view to communication for professional use with a view to informing Advertisers and their agents;
- Broadcast the messages on the websites of the media, taking into account the full replay of the transmission of certain programs.

39 B - The Advertiser certifies that its commercials do not use subliminal techniques, that their content does not contravene any law, rule or legislation in force, that they are not the subject of any imputation, defamatory allusion or, more generally, that they do not cause damage to a third party. The Advertiser guarantees France Télévisions Publicité and the media against any action or claim in this regard.

39 C - The Advertiser undertakes to obtain all necessary authorizations for the broadcasting of commercials on all media, and guarantees France Télévisions Publicité and the media against any action or claim, in particular from authors, composers, performers, publishers, producers and more generally from third parties based on the disregard of an intellectual property right or a personality right of any kind whatsoever (right to image and/or respect for private life).

40 A - Any Advertiser wishing to broadcast a commercial in slots must imperatively send the ARPP a copy of each of the commercials in H264 format (also known as mpeg4 or AVC part 10) ready to be broadcast in order to obtain the ARPP's favorable opinion prior to any broadcast.

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This obligation also applies to all variations of a commercial for addressable TV. Commercials intended to be broadcast on addressable TV will also have to include the means of identification provided for by the decree of 5 August 2020.

The ARPP is the self-regulatory body for advertising in France. Its purpose is to promote fair, truthful and healthy advertising in the interests of advertising professionals, consumers and the public. It is responsible for the systematic review of all television advertising production before it is broadcast.

The ARPP's favorable opinion does not include any commitment, even tacit, on the part of the media as to the broadcasting of the said commercials. Concerning the commercials to be broadcast in the context of the SOrta solution, the Advertiser, in order to obtain the favorable opinion of the ARPP prior to any distribution, must imperatively send it a copy of the commercial intended to be updated, specifying the update parameters.

Finally, as some media are subject to regulations relating to television advertising other than French regulations, the Advertiser who wishes to broadcast a commercial in the slots of such media undertakes to ensure that the said commercial complies with the regulations to which the media concerned is subject.

These media reserve the right at any time to refuse or interrupt the broadcasting of any commercial that does not comply with the regulations governing television advertising to which they are subject.

40 B - The schedule for the broadcasting of commercials on reserved spaces must be submitted to France Télévisions Publicité at the same time as the broadcasting medium, i.e. no later than six (6) days before the first scheduled broadcasting date, via the MyDiffTV platform.

If this deadline is not respected and if the commercials can be, exceptionally, broadcast on the basis of a telephone indication, subject to immediate confirmation by e-mail on the part of the Advertiser or their Agent, any errors or omissions in the broadcasting of this commercial will engage the sole responsibility of the Advertiser, as well as that, possibly, of the Agent.

If the broadcast schedule is not provided in writing by e-mail or on MyDiffTV, any errors or omissions in the broadcast will be the responsibility of the Advertiser or its Agent. In the event that several broadcasting schedules are provided either by the Agent, or by the creative agency, or by the Advertiser, only the last schedule received within the editing deadlines mentioned at the top of these terms and conditions will be taken into account.

All broadcast instructions must be submitted to MyDiffTV at the URL www.mydiff.tv, the dedicated platform common to SNPTV members.

MEDIA AND FORMATS

41 Delivery of commercials to France Télévisions Publicité

All Buyers have the possibility, at no extra cost, of posting their commercials on the website www.francetvpub.fr via secure personal access.

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Each Buyer must first send France Télévisions Publicité a duly completed access code request form in order to receive an access code and a password allowing them secure access to the Internet site <http://www.francetvpub.fr> and thus preserving the confidentiality of their commercials.

The access codes and passwords thus allocated to the Buyers are strictly personal, and exclusively reserved for the duly authorized individuals named on the access code request form.

Consequently, and in order to preserve the quality of service and the security of accesses, France Télévisions Publicité reserves the right, in the event of use of the access codes and passwords by third parties that it has not expressly authorized, to deactivate said access codes and passwords and, at their request, to assign new ones to the Buyers concerned. Furthermore, the Buyer undertakes to inform France Télévisions Publicité, without delay, of any change relating to one of the elements appearing in the schedule referred to in the preceding paragraph. In the event of a change in the professional situation of one of the natural persons thus duly authorized, France Télévisions Publicité shall proceed to deactivate the access codes and passwords that have been allocated to it.

Commercials will be provided exclusively in High Definition Ready-to-Air Digital Media Files.

The broadcast medium must be submitted to France Télévisions Publicité no later than six (6) days before the date of first broadcast. In the event of a change in the broadcasting schedule, France Télévisions Publicité reserves the right to modify the delivery deadline.

France Télévisions Publicité's broadcasting department reserves the right to ask Buyers to deliver the same commercial on different broadcasting media.

42 A - Common standards for all Ready-to-Air commercials:

● Image ratio:

It must be in 16/9 (native or anamorphic depending on the video format).

● Protected areas and inlays:

They shall comply with CST-RT-018-TV-V3.0

● Sound level:

On 19 July 2011, the Conseil supérieur de l'audiovisuel adopted a decision on "the technical characteristics of the loudness of television programs and advertisements".

The loudness, measured according to ITU-R Bs-1770-2, of the advertising sequences and each of the messages they contain, is set as follows:

- the average sound intensity measured must be less than or equal to -23 LUFs;
- the measured short-time sound intensity must be less than or equal to -20 LUFs.

If these figures are not respected: France Télévisions Publicité may adjust the sound level to bring it into line with the imposed standard.

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42 B - High Definition Ready-to-Air Digital Media File

The HD Ready-to-Air file will be transmitted via Internet from: www.francetvpub.fr.

A complete list of file formats is available on this site. The following formats are accepted:

- XDCAM HD 422 50 Mb/s (.mov or .mxf);
- DVCPRO HD 100 Mb/s (.mov or .mxf);
- XDCAM HD 35 Mb/s (.mov or .mxf).

Although not recommended because of their lower quality (visible to viewers and Internet users), non-HD files in standard SD format may be accepted on a purely exceptional basis, namely:

- IMX 50 Mb/s (.mov or .mxf) - DVcpRO50 (.mov or .mxf);
- MPEG2 50 Mb/s CBR (.mov or .mxf);
- DV 25 Mb/s (.mov or .mxf).

Whichever type of file is chosen, it must contain a continuous and increasing time code.

The file must contain only the commercial and have a duration of one full second.

- 43 The Advertiser gives France Télévisions Publicité full powers to make any changes to the commercials received with the purpose of ensuring their

adaptation to the conditions of diffusion of the media with a view to the execution of its Advertising Orders. The Advertiser guarantees France Télévisions Publicité and the media against any action or claim by any third party and in particular by authors, composers, performers, publishers, producers and, more generally, by any person who considers that he or she has any right whatsoever to all or part of the said commercials because of their broadcast by the media.

- 44 France Télévisions Publicité shall verify that the actual duration of the commercial delivered corresponds strictly to that of the reserved space.

The commercial will be refused if this verification reveals that the duration of the message delivered does not correspond to that of the space reserved in accordance with the stipulations of the Advertising Order.

- 45 All costs, in particular production, copying, copyright, neighboring rights and other costs are to be borne by the Advertiser.

- 46 After a period of 3 calendar days following the first broadcast of a commercial, no technical complaint concerning the quality of production, broadcasting or timing of the commercial will be accepted.

- 47 A "last-minute service", which is intended to enable the Advertiser or their Agent to make important last-minute changes as close as possible to the time of broadcast, is accessible.

Only commercials that have received a favorable opinion from the ARPP, and that are in the possession of France Télévisions Publicité, may replace the commercials scheduled for broadcast.

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For any modification occurring within a period of two working days before the day of broadcasting until the working day before the day of broadcasting, an amount of 1,500 euros (excl. VAT) per modified advertising slot will be invoiced. The maximum amount invoiced by France Télévisions Publicité for modifications made simultaneously on several slots for the same product, which is the subject of the commercial, will be capped at 15,000 euros (excluding VAT). This “last-minute service” cannot be used for broadcasts of France 3’s regionalized slots or for broadcasts scheduled on the Thematic Channels. The invoicing of these last-minute modifications will be sent to the Advertiser with a duplicate to the person requesting the modification.

Depending on the public holiday calendar, France Télévisions Publicité reserves the right to modify the deadlines for the “last-minute service”. France Télévisions Publicité reserves the right to suspend this service without notice, without any claim being made against it, nor giving rise to the payment of compensation of any kind.

- 48 Insofar as, on a very exceptional basis, a commercial is mounted without notice from the ARPP, the fact of receiving an ARPP notice “not to be broadcast” or “cessation of broadcasting” or “to be modified” will result in the payment by the Buyer of a penalty of 1,500 euros (excluding VAT) per modified advertising slot up to a limit of 15,000 euros (excluding VAT).
- 49 All media files delivered may be destroyed at the initiative of France Télévisions Publicité if their date of receipt exceeds one year. In general, the Buyer shall inform France Télévisions Publicité in writing, as soon as possible, of any definitive cessation of broadcasting of a commercial.

GENERAL PROVISIONS

- 50 The regional branches of France 3 are organized on the basis of the administrative division of France. However, it is specified that the broadcasting zones covered by TDF’s radio transmitters do not allow for the exact administrative division, given the terrain, which the Advertiser acknowledges and accepts.

It should also be noted that France 3 programs are subject to the “must carry” regime, in accordance with legislative and regulatory provisions. The resumption and distribution of these programs are therefore the sole responsibility of the operators concerned, and France Télévisions Publicité may not be reproached by Advertisers for the absence of viewing of their commercials within the programs thus distributed.

As the rates take into account these regional particularities, Advertisers may not claim any compensation for this.

- 51 The Advertiser certifies that its commercials do not use subliminal techniques and that their content does not contravene any law, rule or legislation in force, certain media being subject to specific legislation, and that they do not contain any imputation or allusion that is defamatory or, more generally, harmful to third parties.

The Advertiser guarantees France Télévisions Publicité and the media against any action or claim in this regard.

In particular, and without this list being limitative, the Advertiser guarantees France Télévisions Publicité and the media against any

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recourse or claim by a third party based on the infringement of an intellectual property right (copyright, trademark, designs and models, etc.) or a personality right of any kind, and in particular the right to image and/or respect for private life.

52 In addition, the Advertiser acknowledges and expressly accepts that the conclusion of an Advertising Order confers on France Télévisions Publicité the right:

a. to reproduce, represent and, if necessary, adapt the commercials that are given to it, for communication to the public, as many times as France Télévisions Publicité wishes, on any medium and particularly on the Internet or extranet sites of France Télévisions Publicité and of the media, with a view in particular to communication actions and/or promotion of the Advertiser's activities;

b. to represent the said messages according to all processes in use in the sector of activity, to make copies of them in such number as France Télévisions Publicité may see fit, with a view to communication for professional use and, in particular, with a view to informing Advertisers and their intermediaries;

c. to broadcast the messages on the websites of the media, taking into account the full transmission of certain programs.

53 The Advertiser undertakes to obtain all necessary authorizations and guarantees France Télévisions Publicité and the media against any litigation related to these uses.

In particular, and without this list being limitative, the Advertiser guarantees France Télévisions Publicité and the media against any recourse or claim by a third party based on the infringement of an intellectual property right (copyright, trademark, designs and models, etc.) or a personality right of any kind, and in particular of the right to image and/or respect for private life.

54 The Advertiser who mentions in their commercials the names and/or addresses of Internet sites, the names and/or numbers of telephone or telematic services, certifies that the content of the sites and telephone or telematic services may not, directly or indirectly, contravene any law, without prejudice to the stipulations of article 9 above, or, more generally, the legislation in force. The Advertiser guarantees France Télévisions Publicité to this purpose.

In the event that the Advertiser and/or France Télévisions Publicité are called into question in connection with the promotion of these telephone or telematic sites or services, France Télévisions Publicité may immediately interrupt the broadcasting of the commercials in question, without the Advertiser being able to make the slightest claim against France Télévisions Publicité or the media on this subject.

55 France Télévisions Publicité and the Buyers shall refrain from disclosing any confidential information to which they may have access in the context of the Advertising Orders. All information or data of any nature whatsoever, in particular computer, technical, marketing, commercial or financial information, in any form or on any medium whatsoever, disclosed by either party by any means, shall be considered as confidential.

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France Télévisions Publicité and the Buyers undertake to keep the said information confidential until the date of first broadcasting or placing online of the commercial(s) on the medium(s)/site(s).

The Buyer acknowledges that the electronic files exchanged with France Télévisions Publicité in connection with the execution of the Advertising Orders may be subject to intrusion or contamination by a third party, in particular in connection with Internet transmissions. In this respect, France Télévisions Publicité shall not be held liable for any direct and/or indirect damage that may result for the Buyer from computer viruses or any other malicious or harmful program that has caused malfunctions, blockages and/or alterations of data in the computer systems or during the broadcasting of commercials on the media.

56 The Buyer expressly agrees that any document may be signed electronically within the framework of the electronic signature platform used by France Télévisions and that the latter:

- constitutes the original of said document;
- constitutes written proof within the meaning of Article 1365 of the French Civil Code;
- has the same probative value as a handwritten document signed on paper in accordance with Article 1366 of the French Civil Code and may be validly enforced against each of the Parties and against third parties;
- is liable to be produced in court, as evidence in writing, in the event of litigation, including litigation between the Parties.

Consequently, the Buyer acknowledges that any document signed electronically is proof of the content of the said document, of the identity of the signatory and of their consent to the obligations and consequences in fact and in law arising from the document signed electronically.

57 In conducting its business, France Télévisions Publicité is committed to a set of values and principles set out in the "France Télévisions' Code of Ethics". These principles include, but are not limited to, France Télévisions Publicité's commitment to conduct its business in a way that respects people and the environment.

France Télévisions Publicité guarantees that its activities are carried out in compliance with applicable procedures, and with a constant concern to prevent any conflict of interest and to combat corruption.

France Télévisions Publicité is committed to sharing these ethical principles with its suppliers and service providers. In this respect, the Buyer declares that it has taken cognizance, as far as it is concerned, of the Charter of Ethics, available at the following address: <https://www.francetvpub.fr/chartes-et-engagements/charte-ethique-france-televisions/>.

It undertakes to respect similar practices in the conduct of its activities and more particularly in the context of the services it provides on behalf of France Télévisions Publicité.

In addition, the Buyer is informed that, in accordance with Law No. 2016-1691 of 9 December 2016, France Télévisions Publicité has adopted an anti-corruption Code of Conduct. The purpose of this Code is to set

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out or recall the fundamental values and principles that France Télévisions Publicité undertakes to respect in the fight against corruption and influence peddling. It is available on the France Télévisions Publicité website at the following address: <http://www.francetvpub.fr/chartes-et-engagements/code-de-conduite-anti-corruption/>.

The Buyer undertakes to take cognizance of the said Code and guarantees France Télévisions Publicité that it will not undertake any action that would be in contravention of the provisions of the said Anti-Corruption Code, and/or that would violate a legal or regulatory provision for combating or preventing corruption or any other law or regulation applicable in the conduct of its activities.

In addition, in order to further its ethical approach and to guarantee that its activities within the framework of the relationships it maintains with its commercial partners obey the same principles, France Télévisions Publicité has undertaken to comply with the French Code of Conduct for Commercial Partners. The Buyer declares that it has read the Code of Conduct for Commercial Partners, available at the following address: <https://static.francetelevisions.fr/inline-images/code%20de%20conduite%20partenaires%20commerciaux.pdf>

It undertakes to comply with it in the context of its business relations with France Télévisions Publicité or to apply equivalent standards in the context of the activities it carries out on behalf of France Télévisions Publicité.

France Télévisions Publicité attaches great importance to compliance with international and national provisions relating to respect for human rights and fundamental freedoms, the protection of human health and safety, and the protection of the environment.

France Télévisions Publicité's CSR policy is based on respect for ethical principles and human rights as defined in:

- the Universal Declaration of Human Rights;
- the International Labor Organization (ILO) Declaration on Fundamental Principles and Rights at Work and the declarations and conventions of the same organization against forced labor and child labor;
- the United Nations Global Compact and the Women's Empowerment Principles;
- the France Télévisions Group Ethics Charter (<https://www.francetvpub.fr/chartes-et-engagements/charte-ethique-france-televisions/>).

Similarly, France Télévisions Publicité is committed to protecting the environment.

The France Télévisions Group's CSR provisions are detailed in the document accessible by clicking on the following link: <https://www.francetelevisions.fr/groupe/nos-engagements/les-engagements-en-matiere-de-rse-3925>.

The Buyer therefore undertakes to comply with the principles defined

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in these texts, which are available on the Internet, and to ensure that its subcontractors do the same, and not to carry out any action contrary to the environmental and societal commitments of the France Télévisions Group.

The Buyer will comply with the legal prescriptions concerning labor regulations and will be solely responsible for the execution of the obligations imposed by social and fiscal laws in favor of or on behalf of its personnel.

Foreign workers must be in possession of a document authorizing them to work in France, when possession of such a document is required by virtue of legislative or regulatory provisions, or international treaties or agreements.

The Buyer certifies on its honor that the services are performed by employees who are regularly employed in accordance with the regulations in force and in particular Articles L.3243-1 to 5, L.1221-10 to 13, and L.8251-1 of the French Labor Code.

The Buyer undertakes to provide France Télévisions Publicité with the documents referred to in Article D.8222-5 of the Labor Code or D.8222-7 of the same code for companies established abroad as soon as the contract is concluded, and then every six (6) months thereafter for the entire duration of the contract.

Likewise, in order for France Télévisions Publicité to meet its obligation of vigilance, the Purchaser declares that, pursuant to Articles L.8221-3

and L.8221-5 of the French Labor Code, it has submitted to France Télévisions Publicité, upon conclusion of the contract, a certificate relating to compliance with its obligations in terms of social declarations, complete with mention of the payment of social security contributions and fees, and showing:

- The identification of the company;
- The number of employees employed;
- The salary base declared on the last summary of social security contributions sent to the collection agency.

The Buyer undertakes to submit this certificate to France Télévisions Publicité every six (6) months until the end of the performance of the contract.

The Buyer acknowledges that its compliance, throughout the contract, with the obligations arising from Articles L.8221-3 and L.8221-5 of the French Labor Code constitutes an essential obligation for the performance of the contract.

- 58** The Advertiser undertakes to comply with and to ensure that its Agent, as well as all its service providers acting on its behalf and/or for its account for Personal Data processing operations, comply in every respect with the applicable regulations, and more particularly with those relating to Personal Data, as issued from Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the

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protection of individuals with regard to the processing of personal data and on the free movement of such data, from Law No. 78-17 of 6 January 1978 as amended, or from the Deliberations of the French National Commission for Information Technology and Civil Liberties, and in particular Deliberation No. 2020-091 of 17 September 2020 concerning adoption of guidelines relating to the application of Article 82 of the Act of 6 January 1978 as amended to read or write operations on a user's terminal and Deliberation No. 2020-092 of 17 September 2020 adopting a recommendation proposing practical methods of compliance in the event of recourse to "cookies and other tracers".

To this end, the Advertiser, their Agent, and all of their service providers acting on their behalf and/or for their account for personal data processing operations, strictly prohibit, except with the prior contractual agreement of France Télévisions Publicité, any insertion or use of Cookies in the commercials intended to be broadcast following the purchase of advertising space, regardless of the terms of such purchase.

The Advertiser undertakes, both in its own name and on its own behalf and in the name and on behalf of any Agent or service provider, to process the Personal Data of viewers or users to which it may have access by any means whatsoever (and in particular in the context of bid-requesting during marketing in Programmatic) in compliance with the following conditions:

- the processing of Personal Data may only be carried out in the context of purchasing advertising space on the media in order to provide

personalized advertising to viewers or users exclusively, to the exclusion of any other use;

- the personal data collected by the Advertiser may only be transmitted to third parties, agents and service providers for the purposes of the above-mentioned processing;
- the use of Personal Data for the purpose of enriching a DMP or any database of the Advertiser, the Agent or any third party or subcontractor is prohibited;
- any cross-referencing with other data held directly or indirectly by the Advertiser, in particular for the purpose of advertising targeting, is prohibited;
- the Advertiser guarantees France Télévisions Publicité that the conditions for hosting Personal Data comply with the security and confidentiality requirements of the applicable regulations.

In the event that the Buyer, its Agent or its service providers acting on its behalf and/or for its account for Personal Data processing operations do not comply with the obligations set forth above, France Télévisions Publicité reserves the right to cancel the campaign programming under the conditions set forth in the "Cancellation" section above, requiring the Advertiser or its Agent to pay the full amount of said campaign.

It is hereby specified that the Advertiser, its Agent or third parties may not claim any compensation whatsoever in such a case, and that France

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Télévisions Publicité may not be held liable for any direct and/or indirect damage that may result for any person from the presence or use of Cookies or behavioral targeting technologies integrated into the commercials concerned in contravention of these provisions.

LITIGATION

- 59 Any dispute or litigation that may arise from the interpretation and/or execution of these terms and conditions, and more generally from the formation and execution of the Advertising Orders, shall be subject to the jurisdiction of the Paris courts, including in the event of related actions, third-party proceedings or multiple defendants. The formation, interpretation, execution and termination of the present contract are subject to French law.

GENERAL TERMS
AND CONDITIONS
OF SALE
OF SPONSORSHIP
on France Télévisions
and thematic channels



General Terms and Conditions of Sale of Sponsorship

on France 2, France 3 National, France 3 Régions, France 4, France 5 and thematic channels

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GENERAL INFORMATION

1 These terms and conditions (hereinafter “General Terms and Conditions of Sale”) are applicable to the sale of sponsorship space broadcast on:

- **France Télévisions channels:** France 2, the national network of France 3 (hereinafter “France 3 National”), the regional network of France 3 (hereinafter “France 3 Régions”), France 4, France 5;
- **thematic channels:** 13ÈME Rue, Boing, Boomerang (Boomerang+1), Cartoon Network, E! Entertainment, France 24 (France signal), La Chaîne Météo, Melody, Museum TV, My Zen TV, National Geographic Channel, National Geographic Wild, Sport en France, SYFY, Trace Vanilla, Trace Urban, Trace Ayiti, Trace Caribbean, Maison et Travaux TV, MGG TV, DreamWorks, Sport en France, TCM Cinéma, Toonami, TV5 Monde “FBS”, Warner TV and Disney (Disney Channel, Disney Channel +1; Disney Junior) (hereinafter “Thematic Channels”*)

of which France Télévisions Publicité, a public limited company with capital of 38 100 euros, having its registered office at Boulogne-Billancourt (92641), 64-70 avenue Jean-Baptiste Clément, SIREN 332 050 038 Nanterre Trade and Companies Register, is the exclusive advertising network and is the only one authorized to market the sponsorship operations;

**Or such other name as the Thematic Channels may hereafter adopt. This list is subject to change at any time.*

France 2, France 3 National, France 3 Régions, France 4, France 5, and the Thematic Channels are hereinafter referred to as “the Media” or “the Medium”, each for its part.

For the purposes of these General Terms and Conditions of Sale, the following terms are defined as:

- **“Advertiser”** or **“Sponsor”**, the legal entity on whose behalf the

Sponsorship Operation is broadcast;

- **“Agent”**, any agency or intermediary acting in the name and on behalf of an Advertiser duly mandated by a written contract;
- **“Buyer”**, any Advertiser, Sponsor or Agent acting in the name and on behalf of the Advertiser or Sponsor under a written mandate and subscribing to a Sponsorship Operation;
- **“Sponsorship Operation”** or **“Operation”** means any contribution by a company or legal entity, public or private, not engaged in the publishing of television services or on-demand audiovisual media or in the production of audiovisual works, to the financing of a television program in order to promote its name, brand, image, activities or achievements in accordance with Article 17 of Decree No. 92-280 of March 27, 1992.
- **“Electronic document”**: Any document signed in a dematerialized manner within the framework of the electronic signature platform used by France Télévisions Publicité and/or the buyer, under conditions that comply with the regime set out in European Union Regulation 910/2014 of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market (eIDAS).

2 Scope and validity

These General Terms and Conditions of Sale are applicable to Sponsorship Operations broadcast on the Media from 1 January 2023 to 31 December 2023. Only their version published on the France Télévisions Publicité website,

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accessible from the URL address "<http://www.francetvpub.fr>", shall be deemed authentic. Any publication of the General Terms and Conditions of Sale on another medium is for information purposes only.

France Télévisions Publicité reserves the right to modify at any time the stipulations of the present General Terms and Conditions of Sale, it being specified that the modifications will only be applicable as of their publication on the France Télévisions Publicité website, and the updating of the General Terms and Conditions of Sale published on said website. In the event of modification of the General Terms and Conditions of Sale, the Sponsorship Operations validly concluded before the said modifications will continue to produce their effects until their end. Where applicable, commercial offers may include provisions that deviate from these General Terms and Conditions of Sale.

3 Applicable regulations

Sponsorship is regulated in particular by the provisions of Decree No. 92-280 of 27 March 1992, as amended, relating to advertising, sponsorship and teleshopping.

SPONSORSHIP OFFER

4 Acceptance of the General Terms and Conditions of Sale

The conclusion of a Sponsorship Operation, whatever the marketing method, implies the Buyer's unreserved and unrestricted acceptance of these General Terms and Conditions of Sale, as well as compliance with the regulations in force concerning sponsorship.

It is hereby specified that any other document whatsoever sent to France Télévisions Publicité by the Buyer, referring to its own commercial conditions, is only indicative and does not imply any acceptance of said conditions by France Télévisions Publicité, which are not enforceable against it.

5 France Télévisions Publicité's and the Media's right of reservation

France Télévisions Publicité may refuse any sponsorship:

- whose origin would seem to it to be doubtful;
- or from Advertisers whose solvency does not seem to be established.

Each Medium reserves the right to refuse:

- any Advertiser whom it considers not to be in keeping with its image or that of the program concerned;
- or any sponsorship that would harm its commercial or editorial interests;
- or any Sponsor or any sponsorship for reasons of image or ethics, or for reasons relating to the obligations inherent in France Télévisions' specifications or the France Télévisions Group's Broadcasting Charter.

6 Commercial proposals

Programs open to sponsorship on the Media, other than those for which a sponsorship agreement has already been concluded before the program schedule has been published, are marketed by France Télévisions Publicité, on behalf of the Media, in the form of "commercial proposals", which are regularly updated and which specify the characteristics of the program, the terms and conditions of the Sponsorship Operation,

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the applicable rate and, where applicable, the specific booking conditions.

The television programs open to sponsorship and subject, where applicable, to being placed online on the Site(s) managed by France Télévisions Publicité, are marketed within the same commercial proposal constituting an indissociable set of on-air sponsorship spaces and digital sponsorship spaces. It is specified that in the absence of a purchase, two months before the date of the first broadcast of the sponsored program(s), France Télévisions Publicité reserves the right to market separately the sponsorship spaces, the subject of the initial commercial proposal.

7 Mandate

Sponsorship Operations may be concluded directly by the Advertiser or, in their name and on their behalf, through an Agent.

Any purchase of sponsorship space by an intermediary shall be made pursuant to an agency contract by virtue of which the Agent represents the Advertiser to France Télévisions Publicité, the contractual obligations being established directly between the Advertiser and France Télévisions Publicité. The Advertiser shall attest to the existence of its Agent's mandate by providing France Télévisions Publicité with a certificate of mandate that is valid for one calendar year. This certificate can be presented:

- in dematerialized and electronically signed form, as soon as it has been registered and communicated by the MyMandat platform, edited by EDIPUB,

- in accordance with the model published by France Télévisions Publicité, duly completed and signed, and transmitted by any means enabling its regularity to be verified.

In the event of multiple mandates, the intermediary must imperatively respect the principle of separate account management for each Advertiser.

The Advertiser who mandates an intermediary for the purposes of placing its Sponsorship Operations, shall refrain from intervening at the same time as its Agent in any placement, confirmation, modification or cancellation of the Operations, unless a written waiver is expressly granted in advance by France Télévisions Publicité.

The Advertiser undertakes to inform France Télévisions Publicité of any modification relating to the mandate it has entrusted to its Agent, and this without delay, by registered letter with acknowledgement of receipt. Under these General Terms and Conditions of Sale, the stipulations relating to the Agent apply, where applicable, to the Sub-Agent.

8 Purchasing priority

Only long-term sponsorship operations (minimum 6 consecutive months) can benefit from a priority purchase for the same period the following year. The Christmas and summer grid sponsorship operations are not eligible for priority purchase. The terms and conditions for the application of this purchasing priority are defined by France Télévisions Publicité and specified in the initial sponsorship agreement, in particular its deadline, which will be set at least four months before the date of the first broadcast of the sponsored program or programs. If at the end of

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its priority period, the priority Advertiser has not notified France Télévisions Publicité in writing of its desire to repeat the Operation, France Télévisions Publicité may then freely market the sponsorship of the program(s).

9 Official partners

Notwithstanding the provisions of Article 10 below, Advertisers as “official partners” of sporting events, benefit from sponsorship rights (in accordance with the agreement signed between the organizer and France Télévisions Publicité for priority purchase of devices) for broadcasts of the said sporting events. This priority of purchase takes precedence over any priority that may have been included in a sponsorship agreement previously concluded with another Advertiser.

10 The taking of an option

10 A - Any Buyer may file with France Télévisions Publicité an option allowing priority purchase of one or more of the programs offered for sale of sponsorship space under the conditions of article 10 E.

France Télévisions Publicité reserves the right not to record options on certain programs. This decision is the subject of a notice to the attention of the Buyers.

The duration of the option is 10 (ten) working days. The term of the option may be extended, including when the 48 (forty-eight) hour confirmation period in Section 10F begins to run 24 (twenty-four) hours prior to the Option expiration date.

No options will be registered within 8 (eight) weeks of the first broadcast date of the selected program(s).

The taking of an option is expressly excluded in cases of compensation as provided for in these GTCs.

An option granted is personal to an Advertiser and cannot be transferred.

On the date of expiry of the option, France Télévisions Publicité will confirm or not the firm purchase proposals of the other option holders and/or buyers, depending on the decision of the priority Advertisers.

10 B - The option must clearly state the name of the program, the transaction dates selected, the name of the Sponsor and its brand, and the financial amount of the Operation.

It must also imperatively mention the acceptance of the present General Terms and Conditions of Sale in order to be retained.

10 C - capable of dating the receipt of the option request.

When the option request is sent by e-mail, France Télévisions Publicité acknowledges receipt by indicating by return to the Buyer the expiry date and their option rank. After this date and in the absence of confirmation, the option becomes null and void.

10 D - An option is only valid, if received from an Agent, if it is accompanied by the aforementioned certificate of mandate. When the option is taken by an Agent, it can only be confirmed or cancelled by the latter, the Advertiser refraining from intervening alongside their Agent in this respect.

10 E - France Télévisions Publicité retains, for each proposed device, only three options. Option ranks determine the order in which priority buying will be offered to advertisers.

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Rankings will be determined by the number of consecutive weeks of the proposed devices, with the longest device receiving the highest ranking (ascending order). In the case of options based on the same number of consecutive weeks, priority will be given to the option which was submitted first (in chronological order of receipt) and/or which provides for the earliest start date.

After registration of the options, and during the 10 days of validity of each option, the ranks of the options may be modified by France Télévisions Publicité according to the criteria of this article, in particular if a new Buyer wishes to register an option for a greater number of consecutive weeks than the options already registered.

- 10 F** - After registration of the options, and during the 10 days of validity of each option, France Télévisions Publicité retains the right to offer for sale devices on which options have been registered.

Assuming a firm bid formed on an optioned device:

- If one or more Buyers form a firm purchase proposal based on a number of consecutive weeks greater than that of the registered options, France Télévisions Publicité shall be free to follow up on this/these firm proposal(s) without the holders of the options benefiting from a right of priority, and without this giving them any right to compensation of any kind whatsoever.
- If a Buyer(s) makes a binding offer to purchase based on a number of consecutive weeks less than or equal to the number of registered options, the option holders will have 48 (forty-eight) hours to exercise their options

and make a binding offer to purchase. Firm purchase confirmations received during this 48 (forty-eight) hour period are retained in accordance with the priority rules defined in article 10.E.

The 48-hour period of priority purchase begins the day after the Buyer's confirmation and ends at 6:00 p.m. on the following day, within the time limit of the option period.

- 10 G** - Changes or deletions of an option rank resulting from the application of the present articles shall not give rise to any right to compensation of any kind.

CONCLUSION OF THE SPONSORSHIP OPERATION

France Télévisions Publicité offers two purchasing methods for the sale of sponsorship space:

- the classic purchase procedure subject to the present General Terms and Conditions of Sale;
- the purchase procedure via ADspace subject to the present General Terms and Conditions of Sale, it being specified that certain offers may differ from the latter.

- 11 Classic purchase procedure (except ADspace platform)**
Each Sponsorship Operation is personal to the Advertiser and cannot be transferred. It is the subject of a sponsorship agreement between France Télévisions Publicité and the Advertiser which, on a case-by-case basis, specifies its content.

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11 A - When a sponsorship commercial proposal is placed on the market by France Télévisions Publicité and a Buyer makes a firm purchase proposal validated by France Télévisions Publicité, no other sale may be substituted for the first.

11 B - For Sponsorship Operations with prizes, the purchase will only be taken into account by France Télévisions Publicité if the details and amount of the prizes offered are communicated at the time of confirmation of the purchase.

11 C - The Media reserve the right to air non-sponsored trailers.

11 D - The sponsorship agreement must be returned signed to France Télévisions Publicité two weeks after the agreement is sent for signature.

Failing this, France Télévisions Publicité reserves the right to cancel the scheduled Sponsorship Operation.

In the case of a firm reservation, France Télévisions Publicité may require the Buyer to pay a deposit. In the event of cancellation of the reservation, this deposit shall be retained by France Télévisions Publicité.

11 E - Outside of the ADspace purchasing process, if a sponsorship operation takes the form of an electronic document, this will constitute the original of the document. In accordance with Articles 1366 and 1367 of the Civil Code, the electronic document:

- has the same evidential value as a handwritten document signed on paper and can therefore be validly invoked against every one of the signatories and to third parties, and produced in court,

- is proof of the content of the document, of the identity of the signatories and of the consents to the obligations and consequences arising from the dematerialized signed document.

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12 Purchase procedure through the ADspace platform

France Télévisions Publicité provides Buyers with access to a platform called ADspace. This ADspace platform allows Buyers to directly purchase sponsorship space and to access several features.

Access to the ADspace platform is subject to the Buyer's acceptance of the General Terms and Conditions of Use of the ADspace platform, which may be accessed on the France Télévisions Publicité website at the URL address "<https://www.francetvpub.fr>". It is specified that France Télévisions Publicité reserves the right to modify the functionalities of the ADspace platform at any time and to temporarily or permanently suspend the provision of this tool, which the Buyer expressly acknowledges and accepts.

13 The Buyer, if they have valid access to the ADspace platform and meet the obligations defined above, may retain from France Télévisions Publicité, in the form of a firm purchase proposal, the offer concerned and its period, as well as the name of the Sponsor and its brand, during the usual working days and opening hours of the ADspace platform (from 8:00 a.m. to 8:00 p.m., except in special cases). The scope of the accessible offer is determined by France Télévisions Publicité and appears in the commercial conditions of France Télévisions Publicité.

14 The Buyer will select directly via the ADspace platform their firm purchase proposals by a click which will constitute acceptance of the solicitation and of the General Terms and Conditions of Sale and of the commercial conditions of France Télévisions Publicité. Their firm purchase proposals will be subject to validation by France Télévisions

Publicité. As soon as France Télévisions Publicité has validated the firm purchase proposals, the sponsorship operation is constituted and the firm sale is made.

The Sponsorship Operations generated via ADspace are confirmed to the Buyer by sending an e-mail. Each Sponsorship Operation generated by ADspace is governed by the provisions of the articles of the present General Terms and Conditions of Sale of Sponsorship.

For each Sponsorship Operation, France Télévisions Publicité shall communicate to the Buyer the details relating to this operation (such as, in particular, the offer and the period concerned, the financial amount of the operation).

The Buyer accepts the purchasing procedure with France Télévisions Publicité as defined above and agrees not to contest, beyond the stipulated time limit, the Sponsorship Operations that will have been registered according to the procedures described above. In any event, the production by France Télévisions Publicité of the computer documents recording the Sponsorship Operations shall be deemed irrefutable proof of the formation of the sponsorship agreements entered into by the Buyer.

France Télévisions Publicité cannot be held responsible for any fraudulent or malicious action carried out on the IT or telephone network used.

15 Cancellation

Any cancellation of a Sponsorship Operation by the Buyer must be sent in writing to France Télévisions Publicité.

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15 A - In case of cancellation by the Buyer of a firm reservation:

- more than 12 (twelve) weeks before the start of the Sponsorship Operation, i.e. the broadcasting of the first program concerned, the Buyer must pay France Télévisions Publicité a penalty equal to 50% (fifty per cent) of the total net budget excluding tax for the cancelled Operation;
- between 12 (twelve) and 4 (four) weeks inclusive before the start of the Sponsorship Operation, the Buyer must pay France Télévisions Publicité a penalty equal to 75% (seventy-five percent) of the total net budget excluding tax of the cancelled Operation.

Less than 4 (four) weeks before the start of the Sponsorship Operation, the Buyer must pay France Télévisions Publicité a penalty equal to 100% (one hundred percent) of the total net budget excluding tax of the cancelled Operation.

In the event of cancellation by the Buyer of a firm reservation after the start of the Sponsorship Operation, i.e. during the broadcasting of the programs concerned by the Sponsorship Operation, the Buyer must pay France Télévisions Publicité a penalty of an amount equal to 100% (one hundred percent) of the total net budget excluding tax of the cancelled Operation, regardless of the duration of said Operation.

A Buyer who cancels a firm reservation will not be able to repurchase the same device at a lower price at a later date, even if France Télévisions Publicité has put it back on the market at a lower price.

15 B - In the event of any inconsistency between the cancellation provisions of a commercial offer and the sections of article 15.A above, those of the commercial offer shall prevail.

15 C - Article 15.A is also applicable for any cancellation by the Buyer of a global communication campaign known as a "special operation" or "cross-media" campaign, including in particular a Sponsorship Operation.

It is understood that France Télévisions Publicité reserves the right to dispose of the spaces thus released.

The Buyer shall owe France Télévisions Publicité Conseil full payment of the technical costs, as defined in articles 19 and 23, incurred in connection with the cancelled Sponsorship Operation.

15 D - Should the Buyer cancel an Operation after having duly accepted a postponement for the reasons referred to in article 39A, they shall pay a penalty equal to 100% (one hundred percent) of the total net budget excluding taxes of the Operation, regardless of the time of cancellation.

15 E - For Operations relating to sporting events, in the event of the occurrence of the cases provided for in article 39 A resulting in:

- cancellation of the sporting event: the Operation will not give rise to any invoicing, for all categories of Advertisers;
- the postponement of the sporting event:
 - The "official partner" Advertiser who cancels an Operation must

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pay a penalty equal to 100% (one hundred percent) of the total net budget excluding tax of the Operation, regardless of the date on which the postponement of the sports event was scheduled (year n or n+1).

- The Advertiser falling under categories other than “official partner”:
 - who cancels an Operation will have to pay a penalty equal to 100% (one hundred percent) of the total net budget excluding tax of the Operation, if the event was scheduled to be postponed in year n;
 - may, however, cancel the Operation without compensation if the sporting event is postponed in year n+1.

16 Termination

16 A - Termination at the initiative of the Buyer of an agreement in the course of performance must be notified to France Télévisions Publicité by registered letter with acknowledgement of receipt.

Termination will only take effect after 15 (fifteen) days from the date of receipt of the registered letter, it being specified that this period may contractually be longer depending on the duration of the Operation and/or the type of program sponsored.

16 B - In this case, the amount of the forfeit due by the Buyer is as follows:

- in the case of an Operation lasting less than or equal to one month, the penalty shall be equal to 100% (one hundred percent) of the total net budget excluding tax of the Operation;

- in the case of an Operation lasting more than one month, the forfeit will be at least equal to 100% (one hundred percent) of the net amount excluding tax due by the Buyer for the broadcasts and/or recordings of the sponsorship Operation scheduled within 30 (thirty) days following the effective date of the Buyer’s termination, without this sum being less than 25% (twenty-five per cent) of the total net budget excluding tax due by the Buyer, at the date of termination, for the remainder of the Operation.

17 Co-sponsorship

17 A - In the event that the Sponsorship Operation is open to a co-partnership, there may not be two Advertisers from the same sector of activity in the same scheme.

“Sector Code” means the eight-digit code consisting of the family number, class number, sector number and variety number to which the product or service can be assigned that the Advertiser wishes to promote to a variety of product or service in the “sector code nomenclature” grid published by France Télévisions Publicité.

17 B - The Advertiser may never object to the program it sponsors being co-sponsored by the media associated with the promotion of the program in question.

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18 Offers related to the Sponsorship Operation

18 A - At the initiative of France Télévisions Publicité, an impact study on the sponsorship action may be proposed. In this case, France Télévisions Publicité reserves the right to use the results in any form and for any commercial purpose, including the presentation of sales pitches, press releases, brochures and to mention the name of the Sponsor.

18 B - The Advertiser may not object to the presence in the advertising slots preceding or following the sponsored program, of sponsored trailers, sponsored short programs, of commercials relating to competitors or brands competing with its own. Each sponsorship agreement is independent of other sponsorship agreements and Advertising Orders. Nevertheless, if the Advertiser so requests and subject to the availability of the schedule, France Télévisions Publicité may offer the Advertiser the opportunity to be present in the advertising slots preceding or following the sponsored program.

No sectoral exclusivity may be invoked within the same program:

- for the benefit of the Sponsor present for the bumper and/or by the Sponsor present for the prize;
- for the benefit of the Sponsor present for the bumper and/or by the Sponsor present for the product placement.

Likewise, if the same program includes several Sponsors for the prize, no sectoral exclusivity may be invoked for the benefit of said Sponsors.

SPONSORSHIP ELEMENTS

19 Sponsorship elements are any audiovisual creations made with a view to carrying out the sponsorship operation and intended for broadcast.

The costs of production and/or (technical) distribution of the sponsorship elements are not included in the budget of the Sponsorship Operation.

20 The sponsorship elements to be broadcast and specific to the operation are subject to the control and prior written agreement of France Télévisions Publicité and the Artistic Direction of each Medium concerned by the Operation.

21 Incidents

In the event of a reaction from the Conseil supérieur de l'audiovisuel or a change in the regulations, France Télévisions Publicité reserves the right to deprogram the broadcast of the Advertiser's bumper, without delay. The Sponsorship Operation may be cancelled in accordance with article 15A.

22 Production - Content of Sponsorship Items

22 A - General Provisions

The sponsorship elements may be produced by France Télévisions Publicité Conseil, under the conditions provided for in article 23, or by any production company chosen by the Buyer.

If the sponsorship elements not produced by France Télévisions Publicité Conseil mention the brand name of the program or the name of the

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channel, the advertiser must be responsible for obtaining the rights for any use and exploitation, and in particular outside the media and sites provided for in the sponsorship agreement, France Télévisions Publicité being exonerated from any liability in this regard.

22 B - Concerning channels France 2, France 3, France 4 Nationale and France 5: For bumpers intended to be broadcast from 8:00 p.m. to 9:00 p.m., the Buyer is obliged to provide France Télévisions Publicité with bumpers with visual creations that are clearly distinct between "IN" and "OUT". The assessment of this distinction is at the sole discretion of France Télévisions Publicité.

22 C - The quotations and animations specific to sponsorship creations are automatically subject to the regulations in force and in particular to the provisions of Decree No. 92-280 of 27 March 1992 as amended.

It is specified that sponsorship creations put online on audiovisual media services on demand (SMAd) are automatically subject to the provisions of Decree No. 2010-1379 of 12 November 2010.

The channel reserves the right to require that the name of the program be included in the Advertiser's sponsorship element.

22 D - Provisions applicable to the content of sponsorship items.

The quotations and animations specific to sponsorship creations are automatically subject to the regulations in force and in particular to the provisions of Decree No. 92-280 of 27 March 1992 as amended.

It is specified that sponsorship creations put online on audiovisual media

services on demand (SMAd) are automatically subject to the provisions of Decree no. 2010-1379 of 12 November 2010.

23 Terms and conditions of production by France Télévisions Publicité Conseil

A - France Télévisions Publicité Conseil, a simplified joint stock company with capital of €40 000, having its registered office at Boulogne-Billancourt (92641 Cedex), 64-70, avenue Jean-Baptiste Clément, Siren 382 258622 Nanterre Trade & Companies Register, shall agree with the Buyer on the terms and conditions of its involvement.

The production of the sponsorship elements is always carried out in coordination with the Buyer.

23 B - France Télévisions Publicité Conseil shall send the Buyer a proposal of storyboarding accompanied by an estimate of the production costs, by registered letter with acknowledgement of receipt, by fax or by any other means that can be used to date receipt of the proposal with certainty.

The Buyer must return the signed quote. In any event, after a period of two (2) working days from the receipt of the quotation by the Buyer and in the absence of any challenge to the quotation by the Buyer within this period, the quotation shall be deemed accepted.

23 C - Production costs shall be the subject of an estimate and an invoice, separate from those relating to the purchase of sponsorship space, drawn up by France Télévisions Publicité Conseil. The invoice issued by France Télévisions Publicité Conseil is payable within thirty (30) days of the invoice date, on the 10th day of the month, in accordance with Article 35 below.

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23 D - Subject to France Télévisions Publicité Conseil's full performance of the production of the sponsorship elements and the Buyer's full payment of the sums due, the Advertiser will be the holder, on a non-exclusive basis, of the reproduction and representation rights to the sponsorship creations provided by France Télévisions Publicité Conseil and necessary for their exploitation and use, within the limit of the rights obtained by the latter.

In this regard, the Advertiser acknowledges and accepts that the rights thus granted are limited to their use on the Medium/Media and Site(s) managed by France Télévisions Publicité and for a period of 1 (one) year from the date of first broadcast of the Sponsorship Operation.

In addition, the Advertiser is authorized to exploit the sponsorship creations on its digital ecosystem for the duration indicated in the preceding paragraph, provided that it has informed France Télévisions Publicité Conseil in writing beforehand.

Any other use of the sponsorship creations shall be subject to a new agreement between France Télévisions Publicité Conseil and the Advertiser, under conditions (particularly financial) to be defined in good faith.

24 Exploitation of sponsorship elements

24 A - The receipt of a delivery and the placing on air of a sponsorship element are carried out by France Télévisions Publicité Conseil and are invoiced under conditions specific to each operation.

24 B - As regards sponsorship of short programs, any redelivery that cancels

and replaces an initial delivery of sponsorship elements of one/several short program(s) will be invoiced by France Télévisions Publicité Conseil at the rate of 100 (one hundred) euros per film redelivered. No account may be taken of a redelivery received within a period of less than 5 working days, without this giving rise to any right to compensation for the Buyer or a third party.

25 Guarantee of peaceful enjoyment of the items supplied

25 A - The Advertiser guarantees France Télévisions Publicité, the Media and France Télévisions Publicité Conseil that the creations communicated by it or its Agent to France Télévisions Publicité Conseil with a view to the production and dissemination of the sponsorship elements do not use subliminal techniques and that their content does not infringe any right, rule or legislation in force and does not contain any defamatory or damaging references to third parties. The Advertiser guarantees France Télévisions Publicité, the media and France Télévisions Publicité Conseil against any action or claim in this regard.

25 B - The Advertiser guarantees France Télévisions Publicité, the Media and France Télévisions Publicité Conseil that the creation does not infringe any third-party intellectual property rights (copyright, designs, trademarks and other distinctive signs, etc.) or personality rights and, in particular, the image rights of third parties.

25 C - The Advertiser is responsible for obtaining and paying for all reproduction, adaptation, representation, translation and, more generally, all literary and artistic property and/or industrial property rights relating to the

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distinctive signs, photographs, music, video and other elements that he/she contributes with a view to their production and/or dissemination on the Media, within the framework of the creations specific to the Sponsorship Operation.

25 D - The Advertiser shall indemnify France Télévisions Publicité, the Media and France Télévisions Publicité Conseil against any action whatsoever emanating, in particular, from authors, producers, directors, performers or any other person who considers himself or herself to have been harmed by the sponsorship creations, in any capacity whatsoever.

25 E - The Advertiser expressly acknowledges and accepts that the conclusion of a sponsorship agreement confers on the Media the right to broadcast the sponsorship creations, regardless of the reception terminal, including in the event of a complete replay of the transmission of certain programs with a view to their distribution on any telecommunication medium. The Advertiser acknowledges that it holds all the rights necessary to broadcast these creations on these Media and guarantees France Télévisions Publicité in this respect.

26 Uses related to the Sponsorship Operation

26 A - The conclusion of a sponsorship agreement gives France Télévisions Publicité the right to broadcast the sponsorship creations, outside of the broadcasts that were the subject of the sponsorship agreement, within the framework of France Télévisions Publicité's internal and external communication, and this in particular for the needs of informing Buyers, to which the Advertiser expressly consents, both on its own

behalf and on behalf of any third party that has contributed to the creation of the sponsorship elements.

26 B - Apart from the quotations expressly provided for in the sponsorship agreement, the latter does not confer on the Advertiser any present or future rights of any kind whatsoever in respect of the program which is the subject of the agreement.

In this respect, the Advertiser may not, under any circumstances and for any reason whatsoever, oppose the marketing to third parties, including competitors, of any licenses attached to the sponsored program.

26 C - The Buyer undertakes not to use, in any way, the broadcast of the program as a means of launching or promoting a product or service, a brand or any other distinctive sign, or any other piece of information, whether or not it is made at the same time as the broadcast, nor to use any element of the program for promotional or advertising purposes without the prior written consent of the Media. The Advertiser further undertakes not to influence, in any way whatsoever, the content of the sponsored program.

26 D - Any mention on other media (POS, press, radio, etc.) of the Sponsorship Operation set up on the Media, in particular for promotional purposes, and/or any use of the program, its elements (characters, title, name of the hosts, etc.) or the "France 2", "France 3", "France 4", "France 5" brands, as well as the brands of the Thematic Channels, must be submitted to France Télévisions Publicité in advance for prior written agreement from the said Media. In the event of agreement by the Media,

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a quote concerning the possible use of the name of the Media, the title of the programs, the name of its hosts or any other element, will be established by the Media.

SPONSORSHIP - PRIZES

- 27** The Advertiser may provide prizes in return for being quoted and having its product featured as a Sponsor in game shows or game sequences broadcast within non-game shows.

Any Sponsorship - Prize Operation must be concluded in accordance with the provisions of these General Terms and Conditions of Sale. The prizes offered by the Advertiser shall be purchased by France Télévisions Publicité on behalf of the Media. To this end, the Advertiser shall send France Télévisions Publicité the invoices relating to the amounts of the prizes offered (price value excluding taxes). The said invoices must imperatively recall the reference of the sponsorship - prize agreement established by France Télévisions Publicité.

The amounts of the prizes indicated by the Buyer at the time of the conclusion of the Sponsorship - Prize Operation may not be modified after invoicing. In return for the quotations and product visibility provided by the Medium(s), an invoice will be issued by France Télévisions Publicité and sent to the Advertiser.

When the financial amount of the sponsorship space is greater than the price of the prizes offered, France Télévisions Publicité will send the Advertiser an invoice for the purchase of additional space, called "right

of asylum", which it will pay within the time limits set.

28 Delivery of prizes and their physical management

- 28 A** - The Advertiser is, in all cases, solely responsible for the delivery of the prizes offered to the winners, which must be carried out no later than 2 (two) months after the date of broadcasting of the program concerned (with the exception of trips and stays which are subject to specific provisions defined in the contract).

In the event of failure to deliver within the time limit, the Buyer undertakes to immediately inform the France Télévisions Publicité staffing department and the winners concerned in writing.

- 28 B** - In addition, the physical management of the prizes is the responsibility of the Buyer. The Buyer undertakes to provide the winners concerned with a guarantee voucher in due form and guarantees the conformity of the prizes to the use for which they are intended.

The Advertiser guarantees France Télévisions Publicité and the Media against any recourse or claim from anyone due to the prize, and in particular for lack of conformity of the prizes offered.

The Advertiser also undertakes to deal with winners' complaints promptly and responsively. They shall be responsible for their courtesy and that of their employees towards the clientele, the Media and France Télévisions Publicité, in particular towards the winners.

The Advertiser shall have a maximum of 10 (ten) days from receipt of any complaint whatsoever to respond to the winners' reminders and

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shall inform the France Télévisions Publicité staffing department as soon as it receives the complaint.

28 C - Travel and stay

When the prizes offered by the Advertiser consist of trips and/or stays, the Advertiser undertakes, notwithstanding the previous paragraph, to deliver these prizes to the winners during the validity period of the prizes or within the period stipulated in the contract.

In the event of cancellation, postponement of the flight and/or stays awarded as prizes, and more generally of any difficulty relating to the execution of the service, the Buyer undertakes to inform France Télévisions Publicité and the winners concerned in writing without delay.

In addition, the Buyer shall inform France Télévisions Publicité on a monthly basis, or at its first request within 7 (seven) days, of the status of the prizes consumed and the beneficiaries to whom they have been allocated.

The Buyer undertakes to inform the winners concerned of the availability of the prizes at least 4 (four) months before the departure date. The prizes are valid for 1 (one) year from the date of distribution (unless otherwise stipulated in the contract), excluding school holiday periods, except in the case where the winner is a member of the teaching staff or for prizes intended for entire families with schoolchildren and depending on availability.

On expiry, the period of validity of the prizes will be automatically extended by a period equivalent to that initially planned, in the event that the prizes could not be consumed by the winner due to the Advertiser

within this period, or due to a case of force majeure.

In this case, the Advertiser undertakes to offer the winner, after agreement by France Télévisions Publicité, an alternative solution as soon as possible.

If the prizes cannot be consumed due to a political event or any other unforeseeable circumstance affecting the prizes offered, the Advertiser undertakes to offer the winners concerned prizes of equal value on other destinations if its activity allows it to do so.

29 In the event of non-compliance with the above obligations, the Buyer shall be liable, at France Télévisions Publicité's first request, for a fixed and definitive penalty equivalent to the financial amount of the Operation provided for in the sponsorship agreement, without prejudice to any subsequent legal action.

30 Any Advertiser sponsoring a program may not object to the Media offering another Advertiser the opportunity to participate in the games organized in the said program.

Furthermore, as stated in article 18, no sectoral exclusivity may be invoked by the Advertiser present in respect of the prizes within a program, and in particular against another sponsorship-prize operation.

31 The presentation of the prizes offered in the context of the broadcasts will be carried out in compliance with the technical and artistic instructions (in particular visual and sound) of the production of the broadcast and will be subject to the control and prior agreement of the legal department of France Télévisions Publicité.

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The technical and production costs relating to the elements of presentation of the prizes are not included in the budget of the sponsorship operation and remain the responsibility of the Advertiser. The Advertiser is hereby informed that the telematic services, Audiotel and Internet sites of the Media may be mentioned on air as the only means of participating in the games.

- 32** The prizes offered as part of the prize must be the subject of a firm and definitive agreement between the Advertiser and France Télévisions Publicité at least 15 (fifteen) days before the date on which filming begins.

The Advertiser undertakes to submit to France Télévisions Publicité for prior approval any modification relating to the nature and/or quantity of the prizes concerned, no later than 6 (six) days prior to the date on which filming is to begin. After this period or in the absence of agreement, the prizes initially planned must be provided by the Advertiser.

BILLING AND PAYMENT TERMS

- 33** Invoices and credit notes shall be drawn up by France Télévisions Publicité, at the end of each month of broadcasting and in respect of the quotations broadcast during the month, in the name of the Advertiser.

The original of the invoices and credit notes is sent to the Advertiser and a duplicate is sent, where applicable, to the Agent in accordance with the certificate of mandate.

- 34** Invoices and credit notes shall be drawn up electronically, within the meaning of Article 289 VII 2° of the French General Tax Code, by France Télévisions Publicité on behalf of the Advertiser. The Advertiser's acceptance of electronic invoicing results from the signature of the sponsorship agreement signed by the Buyer, in the absence of any opposition formulated by the Advertiser. It is reminded that the Advertiser and/or the Agent remain solely responsible for (1) verifying the electronic signature affixed to the invoices by means of the verification data contained in the electronic certificate, (2) verifying the authenticity and validity of the certificate attached to the electronic signature and, finally, (3) the storage and archiving of the invoice and the signature and certificate attached to it.

- 35** The Advertiser is always the debtor of the payment of the Sponsorship Operation, including in the case of a payment mandate entrusted to their Agent.

Any payment or advance made by the Advertiser to their Agent shall not be enforceable against France Télévisions Publicité and shall not release the Advertiser vis-à-vis France Télévisions Publicité.

In such a case, in the event of the opening of a collective procedure against the Agent who may have received a payment or an advance from the Advertiser, France Télévisions Publicité will request payment directly from the Advertiser, with the latter being responsible for declaring its claim to the liabilities on the basis of its agency contract.

The Advertiser alone shall bear the risks of default by its Agent.

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The Advertiser may, under its sole responsibility, give the Agent a mandate to collect in its name and on its behalf the amount of the credit notes issued by France Télévisions Publicité. Payment by France Télévisions Publicité of the amount of the credit notes to the Agent releases France Télévisions Publicité vis-à-vis the Advertiser, who alone assumes the risks of subsequent default by the Agent.

In any event, the Agent shall refrain from offsetting the amount of the credit notes issued by France Télévisions Publicité with the invoices issued by the latter.

Invoices are payable to France Télévisions Publicité by cheque or bank transfer and possibly by invoice offset in the case of a Sponsorship Operation with a prize, within 30 days of the date of the invoice, on the 10th of the month (or on the first business day following the 10th of the month if the 10th is not a business day), before 4:00 p.m., on the following dates:

INVOICE MONTH	INDICATIVE DATE OF ISSUE OF THE INVOICE	EXPIRY DATE (DEADLINE OF PAYMENT RECEIPT)
January	31/01/23	10/03/23
February	28/02/23	11/04/23
March	31/03/23	10/05/23
April	28/04/23	12/06/23
May	31/05/23	10/07/23
June	30/06/23	10/08/23
July	31/07/23	11/09/23
August	31/08/23	10/10/23
September	29/09/23	10/11/23
October	31/10/23	11/12/23
November	30/11/23	10/01/24
December	29/12/23	10/02/24

France Télévisions Publicité must be in possession of the Advertiser's funds no later than the due date shown on the invoice.

Regularization invoices issued by France Télévisions Publicité are payable on the due date mentioned on the invoice.

Drafts are not accepted.

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36 France Télévisions Publicité may require full payment in advance of Sponsorship Operations, and direct payment by the Buyer or a bank guarantee, in particular in the following cases:

- New Buyer (new client for France Télévisions Publicité);
- Buyer for whom France Télévisions Publicité has noted incidents or delays in payment or a dispute that has arisen or is about to arise;
- Buyer whose solvency appears uncertain in view of their situation.

Advance payment means that France Télévisions Publicité must be in possession of the Advertiser's funds at least 10 (ten) days before the first broadcast of an Operation.

In this case, a pro forma invoice is sent to the Advertiser, with a duplicate sent to the Agent if necessary, the final invoice being sent to the Advertiser at the end of the month during which the broadcast took place.

37 In the event of non-compliance with the terms of payment, Operations not yet executed may be cancelled by France Télévisions Publicité, without notice or compensation and without prejudice to any other course of action.

In addition, a penalty of 15% (fifteen percent) shall be payable on amounts not paid by the due date stated on the invoice, starting on the first day following that date, on an annual basis of 360 days, pro rata for the number of days of delay.

If the 15% rate were to fall below three times the legal interest rate, the

penalty rate applied would be three times the legal interest rate rounded up to the next whole number.

In accordance with the provisions of Article L. 441-10 of the French Commercial Code, a fixed indemnity of forty (40) euros for collection costs shall be payable by France Télévisions Publicité as of right, without prejudice to additional compensation.

France Télévisions Publicité also reserves the right to refuse to take into account invoices that have not been paid by the due date for the calculation of discounts granted under its Commercial Conditions.

38 France Télévisions Publicité does not apply any discount for advance payment.

BROADCASTING INCIDENTS

39 A - The programming elements of the program(s) whose trailers are the subject of the sponsorship agreement are given as purely indicative and without guarantee. The Media reserve the right to modify all or part of the dates, times and durations of the broadcasts or to cancel them, without the Buyer being able to make any claim against France Télévisions Publicité or the Media, or to request damages, particularly in the event of:

- force majeure, pandemic, strike;
- any reason relating to their public service obligations, as set out in particular in the France Télévisions specifications or agreements with

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the Conseil supérieur de l'audiovisuel;

- the needs of the channel, disruptions in the organization and broadcasting of programs, substantial changes to the agreements between the Media and the holders of the rights to retransmit events.

In the event of deprogramming for on-air requirements of a portion of a program originally scheduled in two separate parts, the Buyer may not cancel the retained portion of its arrangement if at least 50% (fifty percent) of the GRPs provided for in the commercial proposal made to the Buyer are achieved by the latter, except for the payment of the penalties provided for in article 15 A.

In order to achieve the missing GRPs of the partly deprogrammed device, France Télévisions Publicité will propose a new device. In case of refusal by the Buyer, the device will be subject to a budgetary reassessment, in proportion to the GRP achieved by the maintained part.

- 39 B** - Concerning channels France 2, France 3 National, France 3 Régions, France 4 and France 5:

For the cases provided for in article 39 A, in the event of a modification and/or partial cancellation, any campaign that reaches 95% (ninety-five percent) or more of the GRPs provided for in the initial commercial proposal will not give rise to compensation. Under these conditions, the modification of the number of sponsored programs will not in itself give rise to compensation or any other indemnity.

For the cases provided for in article 39 A and in which the modification and/or partial cancellation would result in a volume of GRPs achieved

of less than 95% (ninety-five per cent), France Télévisions Publicité will propose a new operation, calculated on the basis of a volume of GRPs evaluated on a single target, determined in advance by mutual agreement between the Buyer and France Télévisions Publicité, in order to compensate for the GRPs not achieved.

In the event that the volume of GRPs targeted in the framework of the compensation proposal is higher than that targeted in the initial commercial proposal, this new threshold will not constitute a new commitment by France Télévisions Publicité: the volume of GRPs to be achieved will remain that provided for in the initial commercial proposal.

The Buyer is informed and accepts that no refund or compensation will be granted in case of refusal of the compensation proposal.

For the purposes of this article, the GRP threshold to be reached to trigger the right to compensation is considered in relation to the overall volume of GRPs expected for the Operation, and not the volume of GRPs expected per product (if several products share the Operation) nor the volume of GRPs expected for a part of the Operation (such as per program or per wave).

- 40** Sponsorship Operations or quotations not broadcast for technical reasons or for the reasons provided for in article 39 A and attributable to the Medium/Media or to France Télévisions Publicité shall not be invoiced, and the Buyer or third parties may not claim compensation or indemnity on any grounds whatsoever.

- 41** Nevertheless, broadcasting incidents or even interruptions in the operation

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of one or more television transmitters shall give rise to compensation or a reduction in price, under the following conditions:

Paris (Eiffel Tower)	25 %	Marseille (Grande Étoile)	6 %
Lyon (Mont Pilat)	6 %	Lille (Bouvigny)	5 %
Toulouse (Pic du Midi)	5 %	Amiens (Bouvigny)	5 %
Niort (Maisonny)	4 %		

● Concerning the channels France 2, France 3 National, France 3 Régions, France 4 and France 5:

Interruptions or incidents recognized by France 2, France 3 National, France 3 Régions, France 4 and France 5 or TDF intervening in the transmission centers indicated below shall entitle the Buyer to a proportional reduction of the price due:

The reimbursement made under this article is exclusive of any other compensation, indemnity or interest for the benefit of the Buyer or any interested third party.

● Concerning Thematic Channels

Interruptions or incidents recognized by one of the above Media, and certified by their broadcaster(s) (satellite operators, cable operators) shall entitle the Buyer to a reduction in the price due, proportional to the number of households able to receive the channel(s) concerned and which were not technically able to receive all or part of the sponsorship message(s).

This reduction, made within the framework of this article, is exclusive of any other compensation, indemnity or interest to the benefit of the Buyer or any interested third party.

GENERAL PROVISIONS

42 The Buyer acknowledges that the electronic files exchanged with France Télévisions Publicité during the execution of the Sponsorship Operations may be subject to intrusion or contamination by a third party, particularly during transmission via the Internet. In this respect, France Télévisions Publicité shall not be held liable for any direct and/or indirect damage that may result for the Buyer from computer viruses or any other malicious or harmful program that has led to malfunctions, blockages and/or alterations of data in the computer systems or during the broadcasting of sponsorship spaces on the Media.

43 France Télévisions Publicité and the Buyers shall refrain from disclosing any confidential information to which they may have access in the context of the Sponsorship Operations. All information or data of any nature whatsoever, in particular computer, technical, marketing, commercial or financial information, in any form or on any medium whatsoever, disclosed by either party by any means, shall be considered as confidential. France Télévisions Publicité and the Buyers undertake to keep the said information confidential until the date of first broadcasting or placing online of the commercial(s) on the medium(s)/Site(s).

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TERMINATION AND DISPUTES

44 In conducting its activities, France Télévisions Publicité is committed to respecting a set of values and principles set out in the France Télévisions Charter of Ethics. These principles include, but are not limited to, France Télévisions Publicité's commitment to conduct its business in a way that respects people and the environment.

45 France Télévisions Publicité guarantees that its activities are carried out in compliance with applicable procedures, and with a constant concern to prevent any conflict of interest and to combat corruption.

France Télévisions Publicité is committed to sharing these ethical principles with its suppliers and service providers. In this respect, the Contractor declares that it has taken note, as far as it is concerned, of the Charter of Ethics, available at the following address: "<https://www.francetvpub.fr/chartes-et-engagements/charte-ethique-france-televisions/>".

It undertakes to respect similar practices in the conduct of its activities and more particularly in the context of the services it provides on behalf of France Télévisions Publicité.

In addition, the Contractor is informed that, in accordance with Law No. 2016-1691 of 9 December 2016, France Télévisions Publicité has adopted an anti-corruption Code of Conduct. The purpose of this Code is to set out or recall the fundamental values and principles that France Télévisions Publicité undertakes to respect in the fight against corruption and influence peddling. It is available on the France Télévisions Publicité website at the following URL: <https://www.francetvpub.fr/>

[chartes-et-engagements/code-de-conduite-anti-corruption/](https://www.francetvpub.fr/chartes-et-engagements/code-de-conduite-anti-corruption/).

46 The Buyer undertakes to take cognizance of the said Code and guarantees France Télévisions Publicité that it will not undertake any action that would be in contravention of the provisions of the said Anti-Corruption Code, and/or that would violate a legal or regulatory provision for combating or preventing corruption or any other law or regulation applicable in the conduct of its activities.

In addition, in order to further its ethical approach and to guarantee that its activities within the framework of the relationships it maintains with its commercial partners obey the same principles, France Télévisions Publicité has undertaken to comply with the French Code of Conduct for Commercial Partners. The Buyer declares that it has read the Code of Conduct for Commercial Partners, available at the following address: <https://static.francetelevisions.fr/inline-images/code%20de%20conduite%20partenaires%20commerciaux.pdf>

It undertakes to comply with it in the context of its business relations with France Télévisions Publicité or to apply equivalent standards in the context of the activities it carries out on behalf of France Télévisions Publicité.

France Télévisions Publicité attaches great importance to compliance with international and national provisions relating to respect for human rights and fundamental freedoms, the protection of human health and safety, and the protection of the environment.

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France Télévisions Publicité's CSR policy is based on respect for ethical principles and human rights as defined in:

- the Universal Declaration of Human Rights;
- the International Labor Organization (ILO) Declaration on Fundamental Principles and Rights at Work and the declarations and conventions of the same organization against forced labor and child labor;
- the United Nations Global Compact and the Women's Empowerment Principles;
- the France Télévisions Group Ethics Charter (<https://www.francetvpub.fr/chartes-et-engagements/charte-ethique-france-televisions/>).

Similarly, France Télévisions Publicité is committed to protecting the environment.

The France Télévisions Group's CSR provisions are detailed in the document accessible by clicking on the following link: <https://www.francetelevisions.fr/groupe/nos-engagements/les-engagements-en-matiere-de-rse-3925>.

The Buyer therefore undertakes to comply with the principles defined in these texts, which are available on the Internet, and to ensure that its subcontractors do the same, and not to carry out any action contrary to the environmental and societal commitments of the France Télévisions Group.

The Buyer will comply with the legal prescriptions concerning labor regulations and will be solely responsible for the execution of the obligations imposed by social and fiscal laws in favor of or on behalf of its personnel.

Foreign workers must be in possession of a document authorizing them to work in France, when possession of such a document is required by virtue of legislative or regulatory provisions, or international treaties or agreements.

The Buyer certifies on its honor that the services are performed by employees who are regularly employed in accordance with the regulations in force and in particular Articles L.3243-1 to 5, L.1221-10 to 13, and L.8251-1 of the French Labor Code.

The Buyer undertakes to provide France Télévisions Publicité with the documents referred to in Article D.8222-5 of the Labor Code or D.8222-7 of the same code for companies established abroad as soon as the contract is concluded, and then every six (6) months thereafter for the entire duration of the contract.

Likewise, in order for France Télévisions Publicité to meet its obligation of vigilance, the Purchaser declares that, pursuant to Articles L.8221-3 and L.8221-5 of the French Labor Code, it has submitted to France Télévisions Publicité, upon conclusion of the contract, a certificate relating to compliance with its obligations in terms of social declarations, complete with mention of the payment of social security contributions

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and fees, and showing:

- The identification of the company;
- The number of employees employed;
- The salary base declared on the last summary of social security contributions sent to the collection agency.

The Buyer undertakes to submit this certificate to France Télévisions Publicité every six (6) months until the end of the performance of the contract.

The Buyer acknowledges that its compliance, throughout the contract, with the obligations arising from Articles L.8221-3 and L.8221-5 of the French Labor Code constitutes an essential obligation for the performance of the contract.

- 47 Any dispute or litigation that may arise from the interpretation and/or execution of these terms and conditions, and more generally from the formation and execution of the sponsorship agreements, shall fall within the jurisdiction of the courts of Paris, including in the event of connexity, third-party appeal or multiple defendants. The formation, interpretation, execution and termination of the present contract are subject to French law.

DIGITAL GENERAL TERMS AND CONDITIONS OF SALE

on France Télévisions
and thematic channels



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GENERAL INFORMATION

These conditions (hereinafter referred to as "General Terms and Conditions of Sale") are applicable to the sale of the Advertising and Sponsorship Spaces (hereinafter referred to as "the Advertising Spaces") of Digital media (the list of sites or applications of which is given in the terminology of the Digital Commercial Sales Conditions), hereinafter referred to as "the Site(s)" or "the Digital medium/media". The General Terms and Conditions of Sale apply to all modes of sale, and in particular to Programmatic sales, with the exception of the provisions from the clause "Conclusion of Advertising Purchases" to the clause "Purchasing Procedure via the ADspace Platform" included.

for which France Télévisions Publicité, a public limited company with capital of 38 100 euros, registered with the Nanterre Trade and Companies Register under SIREN number 332 050 038, having its registered office at Boulogne-Billancourt (92641), 64-70, avenue Jean-Baptiste Clément, is the advertising network. They also apply, where applicable, to the sale of Advertising Space on any other interactive medium such as HbbTV, smart TV, IPTV, newsletters and any non-linear digital broadcasting methods for which France Télévisions Publicité is responsible.

For the purposes of these General Terms and Conditions of Sale, the following terms are defined as:

- **"Advertiser"**, the person on whose behalf the advertising and/or sponsorship message is posted on the Site(s);
- **"Agent"**, any agency or intermediary acting in the name and on behalf of an Advertiser, duly mandated by a written contract;
- **"Buyer"**, any Advertiser or Agent, acting in the name and on behalf of the Advertiser by virtue of a written mandate, subscribing to an Insertion Order;

- **"Formats"**, the different technical specifications of the Advertising Spaces as referred to in article 39 of these General Terms and Conditions of Sale;
- **"Insertion order"** or **"Order"** means the agreement to place a commercial and/or a sponsorship message online, reached by France Télévisions Publicité and the Buyer on the basis of the reservation requests made by the latter and accepted by France Télévisions Publicité, considering the availability of the inventory of the Site(s), and concluded in accordance with the present terms and conditions of sale. The execution of the Insertion Order consists of placing the message provided by the Advertiser online in the space reserved for this purpose in compliance with these General Terms and Conditions of Sale;
- **"Cookie"** includes computer files that may be installed on a user's terminal when he or she browses the Sites, and which make it possible to record information relating to the user's browsing, but also tags, pixels or any other tracer (including when it is inserted within an advertising or sponsorship message) or other means of retrieving information via a technical tool including in particular the method of "fingerprinting";
- **"Programmatic"**: automated bidding system for the purchase of advertising space.
- **"Electronic document"**: Any document signed in a dematerialized manner within the framework of the electronic signature platform

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used by France Télévisions Publicité and/or the Buyer, in conditions consistent with the regime set out in EU Regulation 910/2014 of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market (eIDAS).

Only the version published on the France Télévisions Publicité website, accessible from the URL address "<https://www.francetvpub.fr>", is authentic. Any publication in other media is for information purposes only. France Télévisions Publicité reserves the right to modify the stipulations of these General Terms and Conditions of Sale at any time, it being specified that the modifications will only be applicable as of their publication on the France Télévisions Publicité website. In case of modification of the General Terms and Conditions of Sale, the Orders validly concluded before the said modifications shall continue to produce their effects until their term. It is specified that any other document whatsoever sent to France Télévisions Publicité by the Buyer, referring to its own commercial conditions, is only indicative and does not imply any acceptance of said conditions by France Télévisions Publicité, which are not enforceable against it. Where applicable, commercial offers may include provisions that deviate from these General Terms and Conditions of Sale.

CONCLUSION OF ADVERTISING SPACE PURCHASES

- 1 Any purchase of Advertising Space is subject to an Insertion Order, which specifies the various terms and conditions. It is concluded by the Buyer with France Télévisions Publicité, which alone is authorized to

market the advertising spaces on the Sites it manages. The Insertion Order, previously filled in by France Télévisions Publicité and sent by e-mail in "pdf" format to the Buyer, constitutes a firm purchase of Advertising Space. The Buyer undertakes to return it signed and accompanied by the Buyer's stamp to France Télévisions Publicité before the deadline specified on the Order. After this period, France Télévisions Publicité reserves the right to freely dispose of the Advertising Spaces defined in said Order. The rights and obligations resulting from the said Insertion Order may not be transferred to any third party whatsoever by the Advertiser, in any form or for any reason whatsoever.

- 2 Outside of the AdSpace buying process, if the purchase of advertising space is in the form of an electronic document, this will be the original of the document. The electronic document has the same evidential value as a handwritten document signed on paper and can be validly opposed to each of the signatories and to third parties, and produced in court. The electronic document is proof of the content of the document, of the identity of the signatories and of the consents to the obligations and consequences arising from the dematerialized signed document.
- 3 The Sites open to marketing are publicly offered by France Télévisions Publicité, in the form of regularly updated commercial offers, which specify the terms and conditions for the purchase of Advertising Space and the applicable rates.

In the event that a television program opens to sponsorship is placed online on the Site(s), France Télévisions Publicité reserves the right to

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market all of the on-air and digital sponsorship spaces within the same commercial offer, constituting an indissociable set of sponsorship spaces. If the said spaces are not purchased 2 (two) months before the date of the first broadcast of the program(s) concerned, France Télévisions Publicité reserves the right to market separately the sponsorship spaces, which are the subject of the initial commercial offer.

- 4 France Télévisions Publicité and the Site(s) reserve the right to refuse any Advertiser or any message that they consider does not correspond to their image, their legal, regulatory or contractual obligations, their artistic, ethical and editorial lines, or the nature of the section on which the Advertising Space appears, as well as any commercial emanating from another digital medium for a service that competes with the one in the environment in which the broadcasting of the commercial is envisaged.

PURCHASE THROUGH AN AGENT

- 5 Any purchase of Advertising Space on the Site(s) is subject to compliance with the provisions of Law No. 93-122 of 29 January 1993. Insertion Orders may be concluded directly by the Advertiser or, in their name and on their behalf, through an Agent.

Any purchase of Advertising Space by an intermediary shall be made pursuant to an agency contract by virtue of which the Agent represents the Advertiser to France Télévisions Publicité, with the contractual obligations established directly between the Advertiser and France Télévisions Publicité. The Advertiser shall attest to the existence of its

Agent's mandate by providing France Télévisions Publicité with a certificate of mandate that is valid for one calendar year. This certificate can be presented:

- in dematerialized and electronically signed form, as soon as it has been registered and communicated by the MyMandat platform, edited by EDIPUB,
- in accordance with the model published by France Télévisions Publicité, duly completed and signed, and transmitted by any means enabling its regularity to be verified.

In the event of multiple mandates, the intermediary must imperatively respect the principle of separate account management for each Advertiser.

The Advertiser who mandates an intermediary for the purpose of placing their Orders, shall refrain from intervening at the same time as their Agent in any placing, confirmation, modification or cancellation of Orders, unless a written waiver is expressly granted in advance by France Télévisions Publicité.

The Advertiser undertakes to inform France Télévisions Publicité of any modification relating to the mandate it has entrusted to its Agent, and this without delay, by registered letter with acknowledgement of receipt.

Under these General Terms and Conditions of Sale, the stipulations relating to the Agent apply, where applicable, to the Sub-Agent.

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PURCHASE PRIORITY

- 6** Only long term (6 (six) consecutive months minimum) Digital devices can benefit from a priority purchase for the same period the following year.

The priority Advertiser and/or its Agent must notify, by registered letter with acknowledgement of receipt, by fax or in any other way that allows the receipt of the notification to be dated, its intention to benefit from the priority purchase at least four (4) months before the date of broadcasting of the device. France Télévisions Publicité acknowledges receipt of the priority purchase by e-mail.

It is already specified that the priority purchase applies only to the Sites and Formats concerned by the previous long-term digital device of the priority Advertiser.

If at the end of its priority period, the priority Advertiser has not notified France Télévisions Publicité of its desire to repeat the operation, France Télévisions Publicité may then freely market the Digital spaces that benefited from a priority purchase.

The priority purchase is personal to an Advertiser and cannot be transferred.

TAKING OF AN OPTION

- 7** Any Buyer may retain, in writing, from France Télévisions Publicité, in the form of an option, one or more Digital devices offered for sale, clearly indicating the Site(s), the Format(s), the dates retained, as well as the financial amount of the operation.

France Télévisions Publicité reserves the right not to register options on certain Sites. This decision is the subject of a notice to the attention of the Buyers.

In any event, France Télévisions Publicité will retain, for each proposed device, only the first three options communicated to it.

The options are retained in chronological order of receipt.

To this end, the option(s) must be sent by registered mail, fax or in any other manner that allows the option to be dated.

In any case, no option will be registered less than eight (8) weeks before the date of the first online publication of the selected device(s).

- 7 A** - An option is only valid, if received from an Agent, if it is accompanied by the aforementioned certificate of mandate.

When the option is taken by an Agent, it can only be confirmed or cancelled by the latter, the Advertiser refraining from intervening at the same time as their Agent in this respect. An option is personal to an Advertiser and cannot be transferred.

- 7 B** - Any option emanating from a Buyer must imperatively mention the acceptance of the present General Terms and Conditions of Sale in order to be retained.

- 7 C** - France Télévisions Publicité shall acknowledge receipt of the option by e-mail, indicating to the Buyer the option's expiration date.

After this date and in the absence of confirmation, the option becomes null and void.

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- 7 D -** If more than one Buyer has placed an option for the same device and a Buyer makes a binding offer to purchase, a 48 (forty-eight) hour confirmation period begins to run, on the day following the Buyer's confirmation, for all of the Buyers who have placed an option.

Firm purchase confirmations received during this 48 (forty-eight) hour period are retained in accordance with the priority rules defined in article 7.E.

The term of the option cannot be extended in any case, including in the case of a 48 (forty-eight) hour confirmation period starting 24 (twenty-four) hours before the expiration date of the option.

- 7 E -** If more than one Buyer has placed an option for the same device, priority will be given to the option for the longest period. In the case of identical action periods, the chronological order of arrival of the option will be taken into account.

- 7 F -** France Télévisions Publicité reserves the right to offer for sale devices on which a Buyer benefits from a priority purchase in application of article 5.

These devices may be purchased outright or under option from other Buyers, subject to the condition precedent of non-exercise of its priority right by the Buyer benefiting from it.

In the event of firm purchase proposals by other Buyers, these proposals will be taken into account in chronological order of receipt. At the date of expiry of the priority purchase, France Télévisions Publicité will confirm or not confirm the firm purchase proposals of the other Advertisers, depending on the decision of the priority Buyer.

In the event of purchase options by other Buyers, France Télévisions Publicité will only retain the first three options which will be communicated to it in chronological order of receipt.

If a Buyer makes a binding offer to purchase, the optioned Buyer(s) shall be subject to the provisions of articles 7.D and 7.E.

- 8** In the event of a firm reservation, France Télévisions Publicité may require the Buyer to pay a deposit equal to 10% of the net budget for the operation, which is the subject of this reservation. This deposit will be deducted from the total amount of the operation at the end of the contract.

PURCHASE PROCEDURE THROUGH THE ADSPACE PLATFORM

- 9** France Télévisions Publicité provides Buyers with access to a platform called ADspace. This ADspace platform allows Buyers to directly purchase advertising space and to access several features.

Access to the ADspace platform is subject to the Buyer's acceptance of the General Terms and Conditions of Use of the ADspace platform, which may be accessed on the France Télévisions Publicité website at the URL address "<https://www.francetvpub.fr/>". It is specified that France Télévisions Publicité reserves the right to modify the functionalities of the ADspace platform at any time and to temporarily or permanently suspend the provision of this tool, which the Buyer expressly acknowledges and accepts.

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- 10 The Buyer, if it has valid access to the ADspace platform and meets the obligations defined above, may retain from France Télévisions Publicité, in the form of a firm purchase proposal, one or more Digital devices offered for sale, indicating the offer and the period concerned, the purchase method (over-the-counter or Programmatic) as well as the financial amount of the transaction during the usual working days and opening hours of the ADspace platform (from 8:00 a.m. to 8:00 p.m. except in special cases). The scope of the accessible offer is determined by France Télévisions Publicité and is set out in France Télévisions Publicité's commercial conditions.
- 11 The Buyer will select directly via the ADspace platform their firm purchase proposals. When the Advertising Spaces are available, the latter will validate his or her choice by ticking a box which constitutes acceptance of the pollicitation and of the General Terms and Conditions of Sale and commercial conditions of France Télévisions Publicité. Once the box is checked by the Buyer, the sale is formed and an Insertion Order is generated by the ADspace platform. In the event that the Advertising Spaces are not available, France Télévisions Publicité will approach the Buyer to consider new proposals.
- 12 The insertion orders generated via ADspace are directly accessible via the said platform. Each Insertion Order generated by ADspace is governed by the provisions of the articles of the present General Terms and Conditions of Sale – Digital.
- 13 The Buyer accepts the procedure for purchasing from France Télévisions

Publicité as defined above and agrees not to contest, beyond the time limit provided for, the Insertion Orders that will have been registered according to the procedures described above. In any event, the production by France Télévisions Publicité of the computer documents recording the Insertion Orders shall constitute irrefutable proof of the firm sale of Advertising Spaces subscribed to by the Buyer.

France Télévisions Publicité cannot be held responsible for any fraudulent or malicious action carried out on the computer or telephone network used.

CANCELLATION

- 14 Any cancellation of a firm reservation by the Buyer must be sent to France Télévisions Publicité in writing, regardless of the medium and method of transmission, as long as it guarantees the date of receipt of the cancellation request.
- 15 In the event of cancellation of the firm reservation, the deposit defined in article 7 hereof shall be retained by France Télévisions Publicité.
- 16 In the event of cancellation by the Buyer of a firm reservation, within a period of more than 4 (four) weeks from the first planned posting on line, the Buyer shall not be required to pay any compensation to France Télévisions Publicité.
- 17 In the event of cancellation by the Buyer of a firm reservation, within a period of between 4 (four) and 2 (two) weeks of the first planned posting

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on line, the Buyer must pay France Télévisions Publicité a penalty equal to 50% (fifty percent) of the total net budget for the cancelled operation.

- 18** In the event of cancellation by the Buyer of a firm reservation, within a period of less than 2 (two) weeks from the first planned posting on line, the Buyer must pay France Télévisions Publicité a penalty of an amount equal to 100% (one hundred percent) of the total net budget of the cancelled operation.
- 19** Notwithstanding articles 14, 15, 16 and 17, any cancellation by the Buyer of a global communication campaign called “special operation” or “cross-media” campaign, combining a media and non-media device, the Buyer will be required to pay a penalty under the following conditions:
- 30% (thirty percent) of the total net amount (excluding tax) due by the Buyer for the cancelled special operation, if the cancellation occurs more than 4 (four) weeks before the start of the services inherent in this operation;
 - 100% (one hundred percent) of the total net amount (excluding tax) due by the Buyer for the cancelled special deal, if the cancellation occurs less than 4 (four) weeks before the start of the services inherent in this operation.

It is understood that France Télévisions Publicité reserves the right to dispose of the spaces thus released.

The Buyer shall owe France Télévisions Publicité full payment of the technical costs incurred for the cancelled Advertising Spaces.

- 20** In the event of termination by the Buyer of a contract in progress, the latter must notify France Télévisions Publicité by registered letter with acknowledgement of receipt. In this case, the amount of the penalty due by the Buyer will be equal to 100% (one hundred percent) of the total net budget of the cancelled operation.

UPLOADING INCIDENTS

- 21** The dates on which the Internet pages are published are given as an indication and without guarantee. The Site(s) and France Télévisions Publicité reserve the right, in particular in the event of force majeure, pandemic, strike or even in the event of exceptional events, particularly technical events, disrupting the organization and presentation of the Internet pages, to modify in whole or in part the dates for putting the advertising and/or sponsorship campaigns on line, or to cancel them, without the Buyer being able to make any claim against the Site and/or France Télévisions Publicité or to request damages.
- 22** Advertising Space purchase operations not put online for reasons provided for in article 20 will not be invoiced, the Advertiser, its Agent or third parties not being able to claim in any case compensation or price reduction.

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BILLING AND PAYMENT TERMS

23 Billing according to marketing methods

CPM billing (Cost Per Thousand)

The Advertiser will be invoiced at the end of each month according to the number of impressions recorded for the commercial(s) over a given month, reduced to a base of 1,000 (one thousand) impressions in proportion to the broadcasting of the commercial(s) on the Digital media in accordance with the Insertion Order signed by the Buyer without exceeding the net amount (excluding VAT) subscribed over the period of the said Insertion Order.

CPV billing (Cost Per View)

The Advertiser will be invoiced at the end of each month according to the number of impressions seen for the commercial(s) on the Digital media in accordance with the Insertion Order signed by the Buyer, without exceeding the net amount (excluding VAT) subscribed over the period of the said Insertion Order.

CPC billing (Cost per Click)

The Advertiser will be invoiced at the end of each month according to the number of clicks generated for the commercial(s) broadcast on the Digital media, in accordance with the Insertion Order signed by the Buyer, without exceeding the net amount (excluding VAT) subscribed over the period of the said Insertion Order.

CPVH billing (cost per visible hour)

The advertiser will be invoiced at the end of each month according to the cumulative visible exposure time in hours (as fixed in the commercial conditions) of the commercial(s) on the Digital media, in accordance with the Insertion Order signed by the Buyer, without exceeding the net amount (excluding VAT) subscribed over the period of the said Insertion Order.

Flat rate billing

The Advertiser will be invoiced for the broadcasting of the commercial(s) in accordance with the net amount (excluding VAT) of the Fixed Price Insertion Order signed by the Buyer:

- on a monthly basis;
- or at the end of the month of the end of the device(s).

Invoices and credit notes are drawn up electronically, within the meaning of Article 289 VII 2° of the French General Tax Code, by France Télévisions Publicité on behalf of the Advertiser. The Advertiser's acceptance of electronic invoicing results from the signature of the Insertion Order subscribed by the Buyer, in the absence of any opposition formulated by the Advertiser. It is recalled that the Advertiser and/or the Agent remain solely responsible for (1) verification of the electronic signature on invoices by means of the verification data contained in the electronic certificate, (2) the verification of the authenticity and validity of the certificate attached to the electronic signature, and finally (3) the storage and archiving of the invoice and the attached signature and certificate.

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24 The Advertiser shall always owe France Télévisions Publicité payment for the Advertising Spaces placed online on its behalf, including in the event of a payment mandate entrusted to its Agent. Consequently, any payment or advance made by the Advertiser to its Agent shall not be enforceable against France Télévisions Publicité and shall not release it vis-à-vis France Télévisions Publicité. In such a case, in the event of the opening of collective proceedings against the Agent who may have received a payment or an advance from the Advertiser, France Télévisions Publicité will request payment directly from the Advertiser, with the latter being responsible for declaring its claim to the liabilities on the basis of its agency contract.

25 Invoices and credit notes shall be drawn up by France Télévisions Publicité in the name of the Advertiser, at the end of each month of broadcasting and in respect of the messages put on line during the month. Their original is sent to the Advertiser. If necessary, a duplicate is sent to the Agent in accordance with the certificate of mandate. The Advertiser alone shall bear the risks of default by its Agent.

The Advertiser may, under its sole responsibility, give the Agent a mandate to collect in its name and on its behalf the amount of the credit notes issued by France Télévisions Publicité. Payment by France Télévisions Publicité of the amount of the credit notes to the Agent releases France Télévisions Publicité vis-à-vis the Advertiser, which alone assumes the risks of subsequent default by the Agent.

Invoices are payable to France Télévisions Publicité by cheque or bank transfer, 30 days after the date of the invoice, on the 10th of the month

(or on the first working day following the 10th of the month if the 10th is not a working day), before 4:00 p.m. (Paris time), on the following dates:

INVOICE MONTH	INVOICE ISSUE - INDICATIVE DATE	EXPIRY DATE (PAYMENT RECEIPT DEADLINE)
January	31/01/23	10/03/23
February	28/02/23	11/04/23
March	31/03/23	10/05/23
April	28/04/23	12/06/23
May	31/05/23	10/07/23
June	30/06/23	10/08/23
July	31/07/23	11/09/23
August	31/08/23	10/10/23
September	29/09/23	10/11/23
October	31/10/23	11/12/23
November	30/11/23	10/01/24
December	29/12/23	10/02/24

France Télévisions Publicité must be in possession of the Advertiser's funds no later than the due date shown on the invoice.

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26 France Télévisions Publicité may require advance payment for the space purchase operation, in particular in the following cases:

- New Advertiser or new Agent (new client for France Télévisions Publicité);
- Advertiser or Agent for whom France Télévisions Publicité has noted incidents or delays in payment or a dispute that has arisen or is about to arise;
- Advertiser or Agent with uncertain creditworthiness.

Advance payment means that it must be made before any planned campaign goes live.

In this case, a pro forma invoice is sent to the Advertiser, with a duplicate to the Agent, if necessary.

The final invoice is sent to the Advertiser at the end of the month during which the advertisement was placed online.

27 Within the framework of the marketing of Solutions, each Solution is made up of a set of Digital Advertising Spaces and is offered at a single price. Under no circumstances may the constituent elements of the Solutions be the subject of a claim or a credit note, since France Télévisions Publicité is committed to the entire Solution, and not to each of its elements.

28 In the event of non-compliance with the terms of payment, the campaigns not yet put on line may be cancelled as of right by France Télévisions Publicité, without notice or compensation and without

prejudice to any other course of action. In addition, a penalty of 15% (fifteen percent) shall be payable on amounts not paid by the due date mentioned on the invoice, starting on the first day following this date, in proportion to the number of days of delay, on an annual basis of 360 (three hundred and sixty) days. If the aforementioned 15% (fifteen percent) rate were to fall below three times the legal interest rate, then the penalty rate applied would be increased to three times the legal interest rate rounded up to the next whole number.

In accordance with the provisions of Article L. 441-10 of the French Commercial Code, an indemnity of forty (40) euros for collection costs shall be payable by France Télévisions Publicité as of right, without prejudice to additional compensation.

France Télévisions Publicité also reserves the right to refuse to take into account invoices that have not been paid by the due date for the calculation of discounts granted under its commercial conditions.

29 It is understood that France Télévisions Publicité's campaign management tool shall be the authoritative tool between the parties.

Complaints, of whatever nature, and in particular complaints relating to the putting on line of a campaign or to the content of an invoice, shall only be received by France Télévisions Publicité in writing, and within a maximum period of 30 (thirty) days after the date of the corresponding invoice.

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DEONTOLOGY - REGULATIONS

- 30** The editorial responsibility of the Site(s) implies that the Advertiser respects the ethical principles defined in these General Terms and Conditions of Sale, including when France Télévisions Publicité authorizes "rerouting".
- 31** France Télévisions Publicité respects the following ethical principles in particular:
- 31 A** - "Rerouting" may be authorized exclusively for the benefit of a site approved by France Télévisions Publicité, i.e. one that complies with these General Terms and Conditions of Sale. All other "rerouting" is prohibited.
- 31 B** - France Télévisions Publicité reserves the right to verify whether the content of Advertisers' Sites complies with the ethical principles defined in these General Terms and Conditions of Sale.
- 32** In the event of non-compliance with these ethical principles, France Télévisions Publicité will systematically and immediately interrupt the "rerouting" system, without reimbursement or payment of compensation on any grounds whatsoever.
- 33** In general, the Advertiser guarantees France Télévisions Publicité and the Sites that its advertising and sponsorship messages comply with the regulations in force as well as with the practices in the area of commercial communications, particularly on online public communication services.
- 34** France Télévisions Publicité will only accept advertising and sponsorship messages on the Sites that respect the principles defined below:
- 34 A** - The following are prohibited from advertising: FIREARMS, TOBACCO, DRUGS and MEDICAL TREATMENTS available only on medical prescription.
- 34 B** - Messages must be consistent with respect for the individual and his or her dignity and with general decency. Any incitement to violence is forbidden. Messages must not discriminate on the basis of race, gender or nationality. Any incitement to behavior prejudicial to the health and safety of persons, and more particularly minors, is prohibited. Any abusive exploitation of nudity, especially of children, is forbidden.
- 34 C** - Messages that are likely to mislead consumers or exploit their credulity are prohibited.
- 34 D** - The content of messages that may offend people's religious and philosophical convictions are prohibited. France Télévisions Publicité will not put on line on its media and in particular the Sites, any commercial produced by or for political parties, trade unions or professional organizations or political, philosophical or religious families of thought.
- 34 E** - Messages must be environmentally friendly.
- 35** France Télévisions does not program digital advertising and sponsorship messages in favor of horoscope, astrology, numerology, clairvoyance, tarot cards, prediction products or services, as well as any SMS or telephony services that it deems not to comply with the regulations in force.

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36 In addition, the quotations and animations specific to sponsorship creations put online on audiovisual media services on demand (SMAd) are subject to the regulations in force and in particular to the provisions of Decree No. 2010-1379 of 12 November 2010 authorizing the identification of the sponsor by means of its name, logo or other symbol, for example by means of a reference to its products or services or a distinctive sign.

ADVERTISER'S OWN CREATION

37 The quotations and animations specific to the planned campaign are automatically subject to the ethical principles set out in these General Terms and Conditions of Sale, as well as, more broadly, to any regulations applicable to advertising and sponsorship messages. As such, the content of the campaign may be subject to control by France Télévisions Publicité's legal department, before the date of first publication online. In any event, France Télévisions Publicité reserves the right to refuse or suspend the operation, without reimbursement or payment of compensation on any grounds whatsoever, if France Télévisions Publicité's legal department considers that the creations put online do not comply with the ethical principles set out in these General Terms and Conditions of Sale or any other regulation applicable to advertising and sponsorship messages.

The provisions of this article apply to campaigns broadcast in "redirect" (formats not hosted by France Télévisions Publicité, but hosted directly

by the Advertiser or its Agent). In this case, it is understood that the above-mentioned host must ensure that the hosted formats comply with the regulations and ethical principles set out in these General Terms and Conditions of Sale. Generally speaking, France Télévisions Publicité reserves the right to withdraw from the Site(s) any message whose content it considers to be in breach of the aforementioned ethical principles or of the regulations in force applicable to advertising and sponsorship messages. The Advertiser guarantees France Télévisions Publicité for this purpose.

38 The design, manufacture and implementation of the creations, animations and other identification elements specific to the planned campaign are entirely provided by the Advertiser and under its responsibility.

However, at the request of the Advertiser or its Agent, France Télévisions Publicité may take charge of the design, production and execution of the advertising and sponsorship messages, in coordination with the Advertiser or its Agent. In this case, the corresponding invoice issued by France Télévisions Publicité is payable at 30 (thirty) days from the date of invoice, on the 10th (tenth) of the month (or the first working day following the 10th of the month if the 10th is not a working day).

39 In all cases, the Advertiser shall be personally responsible for the payment of all reproduction, adaptation, broadcasting and representation rights and, more generally, of all literary and artistic and/or industrial property rights relating to the distinctive signs, videos (including with regard to the "TV" advertising and sponsorship messages that are broadcast, after encoding, within the framework of the Sites' advertising Spaces),

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photos, music and other elements concerned by the posting on the Sites of creations specific to the planned campaign, all in such a way that the Site(s) and/or France Télévisions Publicité may never be concerned in this regard.

BROADCAST CONDITIONS

40 The broadcasting media for the quotes and animations specific to the planned campaign, as well as all the elements necessary for the broadcasting of the campaign, must be submitted by e-mail to France Télévisions Publicité at the address "traffic.manager@francetvpub.fr", no later than 72 (seventy-two) working hours before the date on which they are to be put online.

In the event of a delay in the delivery of the elements, France Télévisions Publicité cannot undertake to ensure that the campaign can begin on the dates initially planned.

FORMATS	CHARACTERISTICS
Leaderboard	Refers to a banner or advertising space of 728 x 90 pixels
Super Leaderboard	Refers to a banner or advertising space of 1000 x 90 pixels
MPU	Refers to a banner or advertising space of 300 x 250 pixels
Launch unit/ Push-Down	Refers to an advertising space of 1,000 x 400 pixels in the open position and 1,000 x 90 in the closed position
Expand banner	Refers to a mouse-over expandable advertising space, up to a size of 728 or 1000 x 400 pixels or 600 x 250 or 600 pixels
Monster MPU	Refers to a banner or advertising space of 300 x 600 pixels
Masthead	Refers to an advertising space of 1000 x 250 pixels or 970 x 250 pixels
Transparent Flash	Refers to a static or animated advertising format that runs for a few seconds on top of a web page
Pre-home/Interstitial	Refers to a full-screen ad format that appears when a site or application is first accessed or between two pages
Page Skin (please contact us for the various technical specifications)	Designates an impactful advertising format that consists of an arch around the page, in the background, and one or more companion formats
Flash clickTag	Function to be implemented on all clickable areas. on (release) {getURL (clickTAG,"_blank") ;}
Close Button on Transparent Flash	Function to implement on the close button: on (release) {getURL ("javascript:oas_close()");}
Pre-roll/Bumper	Refers to the broadcasting of a video advertisement for a few seconds before the viewing of a content video cf. article 36
Mid-Roll	Refers to the broadcasting of a video advertisement for a few seconds during the viewing of a content video cf. article 36
Focus	Refers to a banner or advertising space of 400 x 400 pixels exclusive to the france.tv platform
Landscape	Refers to a 1,200 x 300 pixel banner or advertising space exclusive to the france.tv platform
Native Ad	Refers to a sponsored advertising format with an editorial appearance and the best possible integration with the source page (themes and texts close to those treated by the source page)

List of formats provided for information only.

In case of Flash format, provide a JPEG, GIF or PNG back up.

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41 Video advertising or sponsorship formats: pre-roll, video MPU

Any Advertiser wishing to place a video advertisement (pre-roll) online before, during and/or after television programs and/or catch-up video and video on demand (hereinafter referred to as "SMAd"), must send the Autorité Régulation Professionnelle de la Publicité (hereinafter referred to as "ARPP") a copy of each of the messages in H264 format (also referred to as "mpeg4" or "AVC part 10") that are ready to be put online, in order to obtain the ARPP's favorable opinion prior to putting them on line.

The ARPP is the self-regulatory body for advertising in France. Its purpose is to promote fair, truthful and healthy advertising in the interests of advertising professionals, consumers and the public. It is responsible for the systematic review of all television advertising production before it is broadcast.

Only video advertisements that have received a favorable opinion from the ARPP, and that are in the possession of France Télévisions Publicité, will be put online on the SMAd.

The ARPP's favorable opinion does not include any commitment, even tacit, by the Sites as to the placing of the said commercials online.

The conclusion of an Insertion Order by the Buyer implies acceptance of these General Terms and Conditions of Sale, of the customs and regulations relating to advertising, as well as of the rules of advertising ethics applicable in the area of distribution of the Sites as they emerge from the consolidated code of the International Chamber of Commerce, the ethical recommendations of the ARPP, and the opinions of the Jury for Advertising Ethics.

41 A - Display formats:

All advertisers and/or agents shall ensure that display commercials comply with the ARPP recommendations, and more particularly with the "Sustainable Development" Recommendation, particularly in the case of national campaigns. If this is not the case, France Télévisions Publicité reserves the right to refuse to execute the insertion order in question, without this decision giving rise to any right to claim or to compensation from the Advertiser.

41 B - Delivery of commercials to France Télévisions Publicité

All the Buyers have the possibility, without additional charge, to deposit on the Internet site <https://www.francetvpub.fr/> their commercials, via a secure personal access.

Each Buyer must first send France Télévisions Publicité a duly completed access code request form in order to receive an access code and a password allowing him/her secure access to the Internet site <https://www.francetvpub.fr/> and thus preserving the confidentiality of his/her commercials.

The access codes and passwords thus allocated to the Buyers are strictly personal, and exclusively reserved for the duly authorized individuals named on the access code request form.

Consequently, and in order to preserve the quality of service and the security of accesses, France Télévisions Publicité reserves the right, in the event of use of access codes and passwords by third parties that it has not expressly authorized, to deactivate said access codes and

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passwords and, upon their request, to assign new ones to the Buyers concerned. Furthermore, the Buyer undertakes to inform France Télévisions Publicité, without delay, of any change relating to one of the elements appearing in the schedule referred to in the preceding paragraph. In the event of a change in the professional situation of one of the natural persons thus duly authorized, France Télévisions Publicité shall proceed to deactivate the access codes and passwords that have been assigned to him/her.

Advertisements will be provided exclusively in High Definition Ready-to-Air Digital Media Files.

The broadcast medium must be submitted to France Télévisions Publicité no later than six (6) days before the date of first broadcast. In the event of a change in the broadcasting schedule, France Télévisions Publicité reserves the right to modify the delivery deadline.

France Télévisions Publicité's Broadcasting Department reserves the right to ask Buyers to deliver the same commercial on different broadcast media.

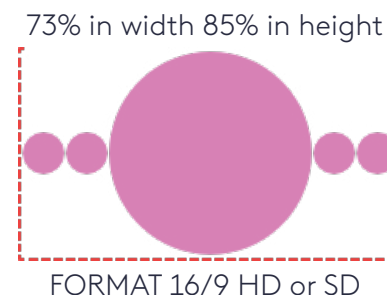
41 C - Common standards for all Ready-to-Air commercials (regardless of media type):

Image ratio

It must be in 16/9 (native or anamorphic depending on the video format).

Safety areas

When playing back media on video equipment, the following safe area guidelines must be observed:



It is therefore necessary to provide a "safe area" of 85% height and 73% width on the 16:9 element (in red on the diagram) to be sure that all the "text and logo" elements of the message will be displayed on all types of screens.

Sound level

On 19 July 2011, the "Conseil Supérieur de l'Audiovisuel" adopted a decision on the technical characteristics of the loudness of television programs and commercials.

The loudness, measured in accordance with ITU-R Recommendation BS-1770-2, of the advertising sequences and of each of the messages contained therein, is set as follows:

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- the average sound intensity measured must be less than or equal to -23 LUFS ;
- the measured short duration sound intensity must be less than or equal to -20 LUFS.

If these figures are not respected France Télévisions Publicité may adjust the sound level to bring it into line with the imposed standard.

41 C - High Definition Ready-to-Air Digital Media File

The HD Ready-to-Air file will be transmitted via the Internet from: <https://www.francetvpub.fr/>

An exhaustive list of file formats is available on this site. The following formats are accepted:

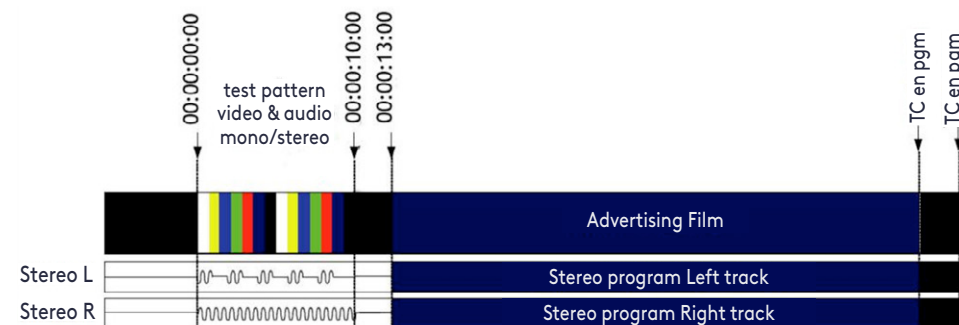
- XDCAM HD 422 50 Mb/s (.mov or .mxf);
- DVCPRO HD 100 Mb/s (.mov or .mxf);
- XDCAM HD 35 Mb/s (.mov or .mxf).

Although not recommended due to their lower quality (visible to viewers and internet users), the following non-HD, SD standard format files are accepted:

- IMX 50 Mb/s (.mov or .mxf);
- DVCPRO50 (.mov or .mxf);
- mpeg2 50 Mb/s CBR (.mov or .mxf) - DV 25 Mb/s (.mov).

Whichever type of file is chosen, it must contain a continuous and increasing time code and be structured as follows:

- 00:00:00:00 75% 1Vcc bar pattern with 1000 Hz sound = -18 dBFs on tracks 1,2;
- 00:00:10:00 coded black;
- 00:00:13:00 Advertising film (duration: X seconds);
- 00:00:13+X :00 Coded black (duration: 3 seconds).



- 42 The Advertiser grants France Télévisions Publicité full powers to make any changes to the commercials received in order to ensure their adaptation to the conditions of putting them online in Digital form with a view to the execution of its Insertion Orders. The Advertiser shall indemnify France Télévisions Publicité and the Digital Media against

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any action or claim by any third party and in particular by authors, composers, performers, publishers, producers and, more generally, any person who considers that he or she has any right to all or part of the said commercials because of their posting on the Digital Media.

France Télévisions Publicité shall carry out, at its own expense, all the encoding and digitization adaptations necessary to enable the commercial supplied to be broadcast on all transmissions, ADSL (catchup), Internet Sites, mobile Sites and mobile Applications that it markets.

- 43 France Télévisions Publicité shall verify that the actual duration of the commercial delivered corresponds strictly to that of the reserved space. The advertisement will be refused if this verification reveals that the duration of the message delivered does not correspond to that of the space reserved in accordance with the stipulations of the insertion order.
- 44 All costs, in particular production, copying, copyright and neighboring rights and others, shall be borne by the Advertiser.
- 45 After a period of 3 (three) calendar days following the first posting of an advertisement, no technical complaint concerning the quality of production, posting or timing of the advertisement will be accepted.
- 46 If, in exceptional cases, a video advertisement (pre-roll) is put online before, during and/or after an SMAd (as defined in article 35 above) without notice from the ARPP, the fact of receiving an ARPP notice "not to be broadcast" or "cease broadcasting" or "to be modified" will entail the payment by the Buyer of a penalty of 1,500 euros (excl. VAT) per

scheduled day until delivery of a new version. France Télévisions Publicité as well as the Digital Media cannot be held responsible for any loss or damage suffered by the videotapes or documents during the execution of the Insertion Order, before their arrival at France Télévisions Publicité.

- 47 All magnetic media must be withdrawn by the Advertiser from France Télévisions Publicité, within 6 (six) months after the first posting on line. After this period, the magnetic media will be destroyed at the initiative of France Télévisions Publicité. In general, the Advertiser shall inform France Télévisions Publicité in writing, as soon as possible, of any definitive cessation of the posting of a commercial online.
- 48 In order to be broadcast, the broadcast medium must be submitted to France Télévisions Publicité, with an Order number and, where applicable, the favorable opinion of the ARPP, no later than six (6) working days before the date of the first planned online publication at the following address: 64-70, avenue Jean-Baptiste Clément - 92641 Boulogne-Billancourt Cedex. After this period, the start date of the campaign will be postponed by a period equivalent to the delay in delivery.

The rolling plan for the messages on the Reserved Spaces must be submitted to France Télévisions Publicité at the same time as the broadcasting medium, i.e. at the latest six (6) days before the date of the first scheduled posting on line, on the letterhead of the Contractor or the creative agency. It must be dated, signed and bear the stamp of the Advertiser or their Agent. It is considered accepted by the Advertiser and its Agent. If this time limit is not respected and if the commercial

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can be, exceptionally, broadcast on the basis of a telephone indication, subject to immediate confirmation by fax on the part of the Advertiser or their Agent, any errors or omissions in the broadcasting of this commercial will engage the sole responsibility of the Advertiser, as well as the Agent. If the schedule of publication is not provided in writing by e-mail, any errors or omissions in publication will be the responsibility of the Advertiser or their Agent. In the event that several schedules are provided by either the Agent, the creative agency or the Advertiser, only the last schedule received within the deadlines mentioned at the top of this document will be taken into account.

GAMES SET UP BY THE ADVERTISER ON THE WEBSITE(S) - PRIZES

- 49 Any Advertiser putting an advertising or sponsorship campaign online under the terms of the present document may not object to the Site(s) joining forces with one or more other partners, including competitors or brands competing with its own, with a view to providing prizes for the games it may organize on its pages.

In any event, the Advertiser shall be responsible for the entire management of the game and, as such, shall guarantee the Site(s) and France Télévisions Publicité against any recourse or claim from anyone in this regard, in particular the beneficiaries.

MISCELLANEOUS PROVISIONS

- 50 In addition, the Advertiser acknowledges and expressly accepts that the conclusion of an Insertion Order confers on France Télévisions Publicité, as well as on any service provider contractually linked to France Télévisions Publicité and necessary for the broadcasting of the message, the right:

- to reproduce, represent and, if necessary, adapt the advertising and sponsorship messages that are given to it, for communication to the public, as many times as France Télévisions Publicité wishes, on any medium and particularly on the Internet or extranet Sites of France Télévisions Publicité and of the Sites, with a view, in particular, to communication actions and/or promotion of the Advertiser's activities;
- to represent the said messages according to all processes in use in the sector of activity, to make copies of them in such number as France Télévisions Publicité may see fit, with a view to communication for professional use and, in particular, with a view to informing Advertisers and their intermediaries;
- to broadcast the messages on the Sites, including during the complete resumption of the transmission of certain programs.

The Advertiser undertakes to obtain all necessary authorizations and guarantees France Télévisions Publicité and the Sites against any litigation related to these uses.

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- 51 In the case of use of the campaign on other media (press, radio, POS, etc.), the Advertiser or its Agent must first submit to France Télévisions Publicité all the elements (documents, models, etc.) for approval. The site will provide a quote for the possible use of the site name and the title of the section or the web page.
- 52 Apart from the quotations expressly provided for in the insertion Order, this Space Purchase Order does not confer on the Advertiser and, where applicable, on its Agent, any present or future right of any kind whatsoever on the Site(s).
- 53 Neither the Advertiser, nor, where applicable, its Agent, shall benefit from any priority for the renewal of the space purchase operation, unless otherwise expressly stipulated and attached to the initial insertion Order.
- 54 In the event of a change in the regulations modifying France Télévisions Publicité's commercial offer, rendering all or part of the present General Terms and Conditions of Sale null and void, France Télévisions Publicité undertakes to publish new General Terms and Conditions of Sale as soon as possible, taking into account the new legal context.
- 55 At the initiative of France Télévisions Publicité, a study of the impact on the commercial action may be proposed.

In this case, France Télévisions Publicité reserves the right to use the results in any form and for any commercial purpose, including in the form of presentations of sales pitches, press releases, brochures, and to mention the name of the Advertiser.

- 56 France Télévisions Publicité and the Buyers shall refrain from disclosing any confidential information to which they may have access in the context of the Insertion Orders. All information or data of any nature whatsoever, in particular computer, technical, marketing, commercial or financial information, in any form or on any medium whatsoever, disclosed by either party by any means, shall be considered as confidential. France Télévisions Publicité and the Buyer undertake to keep the said information confidential until the date of first broadcasting or placing online on the medium(s)/Site(s) of the commercial(s).
- 57 The Buyer acknowledges that the electronic files exchanged with France Télévisions Publicité in connection with the execution of the Insertion Orders may be subject to intrusion or contamination by a third party, in particular in connection with transmissions via the Internet.
- 58 The Advertiser undertakes to comply and to ensure that its Agent, as well as all its service providers (data controller or subcontractor) involved in Personal Data processing operations (hereinafter referred to indiscriminately as the "Advertiser's Operators"), comply in every respect with the applicable regulations, and more particularly that relating to Personal Data, as issued by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data, Law No. 78-17 of 6 January 1978 as amended, or Deliberations of the French National Commission for Information Technology and Civil Liberties and in particular Deliberation No. 2020- 091 of 17 September 2020 adopting guidelines relating to

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the application of Article 82 of the Act of 6 January 1978 as amended to read or write operations in a user's terminal and Deliberation No. 2020- 092 of 17 September 2020 adopting a recommendation proposing practical methods of compliance in the event of recourse to "cookies and other tracers". In the event of a change in the applicable regulations during the year, the Advertiser undertakes to comply with them. In any event, the Advertiser shall be responsible for compliance by the Advertiser's Operators with these General Terms and Conditions of Sale and undertakes to incorporate all relevant clauses of these General Terms and Conditions of Sale into its contracts with the Advertiser's Operators.

To this end, the Advertiser and the Advertiser's Operators strictly forbid themselves, except with the prior contractual agreement of France Télévisions Publicité, any insertion or use of Cookies in the advertising or sponsorship messages intended to be broadcast following the purchase of advertising or sponsorship space, regardless of the terms of such purchase.

Thus, prior to any deposit/reading of Cookies on the user's terminal, the Advertiser and/or the Advertiser's Operators must inform France Télévisions Publicité of the following information:

- the Advertiser's Operator depositing the Cookie and its adherence to the IAB (Interactive Advertising Bureau) or any other technical standard that may be substituted for it,
- the technical characteristics of the deposited cookies,
- the type of information collected through cookies,

- the purpose of the information collected through the use of cookies,
- the recipient(s) of the information collected through cookies,
- the duration of the life of the cookies on the terminal of the users of the Sites (it being specified that the cookies deposited shall not be retained on the terminals of the users of the Sites beyond the legal duration of the life of the cookies in accordance with the applicable regulations relating to data protection),
- the location of the hosting and storage of Personal Data.

The Advertiser and/or the Advertiser's Operators guarantee to respect the following obligations:

- Membership of the IAB (Interactive Advertising Bureau), or any other technical standard that may be substituted for it, of the Advertiser's Operators who will participate in the Cookie deposit (it being specified that the Cookie deposit must be carried out by an entity that has joined the IAB);
- Compliance with the technical signals in version V.2 of the TC String of the IAB Transparency and Consent Framework, or any other standard that may be substituted for it, relating to the consent or refusal of the user of the Sites concerning the deposit/reading of Cookies according to the different purposes and the interpretation of any lack of transmission or any poor-quality transmission as a refusal to deposit Cookies;

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- The prohibition of the use of Personal Data to enrich a DMP (Data Management Platform) or any database of the Advertiser and/or the Advertiser's Operators;
- The prohibition of any cross-referencing with other data that the Advertiser and/or any of the Advertiser's Operators may hold directly or indirectly, in particular for the purpose of advertising targeting;
- The guarantee that the conditions for hosting Personal Data comply with the security and confidentiality requirements of the applicable regulations;
- Preservation of evidence of compliance with these obligations;

France Télévisions Publicité may, at any time and by any means, check the Advertiser's and/or any Advertiser's Operator's compliance with the conditions for depositing and/or reading Cookies and any data derived therefrom in order to ensure that the Advertiser complies with the applicable regulations, the rules relating to the application of the TC String of the IAB Transparency and Consent Framework and the obligations of the present General Terms and Conditions of Sale. Thus, the Advertiser undertakes to transmit, at France Télévisions Publicité's request and as soon as possible, any element making it possible to demonstrate that the Advertiser and/or any Advertiser's Operator concerned complies with the obligations provided for in this article and to take any useful steps to put an end to any breaches identified by France Télévisions Publicité.

In the event that the Advertiser and/or any Advertiser's Operator fails to comply with the obligations set forth above, France Télévisions Publicité reserves the right to temporarily suspend, if necessary until the Advertiser and/or the Advertiser's Operator in question complies fully, and/or to cancel the programming of the campaign in question, as well as any new campaign, requiring the Advertiser or its Agent to pay the full amount of said campaign. France Télévisions Publicité reserves the right to assess the appropriateness, as a last resort, of terminating commercial relations with this Advertiser. It is specified that the Advertiser and/or any Advertiser's Operator may not claim any compensation in such a case and that France Télévisions Publicité may not be held liable for any direct and/or indirect damage that may result for any person from the presence or use of Cookies or behavioral targeting technologies integrated into the messages concerned in contravention of these provisions. The same applies in the event of malfunctioning related to Cookies deposited by the Advertiser and/or any of the Advertiser's Operators.

The Buyer expressly agrees that any document may be signed electronically within the framework of the electronic signature platform used by France Télévisions and that the latter:

- constitutes the original of said document;
- constitutes written proof within the meaning of Article 1365 of the French Civil Code;

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- has the same probative value as a handwritten document signed on paper in accordance with Article 1366 of the French Civil Code and may be validly enforced against each of the Parties and against third parties;
- is liable to be produced in court, as evidence in writing, in the event of litigation, including litigation between the Parties.

Consequently, the Buyer acknowledges that any document signed electronically is proof of the content of the said document, of the identity of the signatory and of their consent to the obligations and consequences in fact and in law arising from the document signed electronically.

- 59** The Buyer expressly acknowledges that any electronic document constituted by a scan of a succession of signed documents related to the execution of the Insertion Orders (hereinafter referred to as the “Document”) constitutes literal evidence within the meaning of Article 1365 of the Civil Code and is considered an original document with the same value and evidentiary force as a written document on paper in accordance with Article 1366 of the Civil Code and may be validly invoked against it. Accordingly, the Buyer acknowledges that any Document shall be conclusive evidence of its contents, the identity of the signatory and their consent to the obligations and consequences of facts and rights arising therefrom and shall be admissible as evidence in any court having jurisdiction.
- 60** France Télévisions Publicité is committed to respecting a set of values and principles in the conduct of its activities, as set out in the “France

Télévisions Ethics Charter”. These principles include, but are not limited to, France Télévisions Publicité's commitment to conduct its activities in a way that respects people and the environment.

France Télévisions Publicité guarantees that its activities are carried out in compliance with applicable procedures, and with a constant concern to prevent any conflict of interest and to combat corruption.

France Télévisions Publicité is committed to sharing these ethical principles with its suppliers and service providers. In this respect, the Buyer declares that it has taken cognizance, as far as it is concerned, of the Charter of Ethics, available at the following address: <https://www.francetvpub.fr/chartes-et-engagements/charte-ethique-france-televisions/>. They undertake to respect similar practices in the conduct of their business and more particularly in the context of the services they provide on behalf of France Télévisions Publicité.

In addition, the Buyer is informed that, in accordance with Law No. 2016-1691 of 9 December 2016, France Télévisions Publicité has adopted an anti-corruption Code of Conduct. The purpose of this Code is to set out or recall the fundamental values and principles that France Télévisions Publicité undertakes to respect in the fight against corruption and influence peddling. It is available on the France Télévisions Publicité website at the following address: <https://www.francetvpub.fr/chartes-et-%20engagements/code-de-conduite-anti-corruption/>.

- 61** The Buyer undertakes to take cognizance of the said Code and guarantees France Télévisions Publicité that it will not undertake any action that would be in contravention of the provisions of the said Anti-Corruption

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Code, and/or that would violate a legal or regulatory provision for combating or preventing corruption or any other law or regulation applicable in the conduct of its activities.

In addition, in order to further its ethical approach and to guarantee that its activities within the framework of the relationships it maintains with its commercial partners obey the same principles, France Télévisions Publicité has undertaken to comply with the French Code of Conduct for Commercial Partners. The Buyer declares that it has read the Code of Conduct for Commercial Partners, available at the following address: <https://static.francetelevisions.fr/inline-images/code%20de%20conduite%20partenaires%20commerciaux.pdf>

It undertakes to comply with it in the context of its business relations with France Télévisions Publicité or to apply equivalent standards in the context of the activities it carries out on behalf of France Télévisions Publicité.

France Télévisions Publicité attaches great importance to compliance with international and national provisions relating to respect for human rights and fundamental freedoms, the protection of human health and safety, and the protection of the environment.

France Télévisions Publicité's CSR policy is based on respect for ethical principles and human rights as defined in:

- the Universal Declaration of Human Rights;
- the International Labor Organization (ILO) Declaration on Fundamental Principles and Rights at Work and the declarations and conventions of the same organization against forced labor and child labor;

- the United Nations Global Compact and the Women's Empowerment Principles;
- the France Télévisions Group Ethics Charter (<https://www.francetvpub.fr/chartes-et-engagements/charte-ethique-france-televisions/>).

Similarly, France Télévisions Publicité is committed to protecting the environment.

The France Télévisions Group's CSR provisions are detailed in the document accessible by clicking on the following link: <https://www.francetelevisions.fr/groupe/nos-engagements/les-engagements-en-matiere-de-rse-3925>.

The Buyer therefore undertakes to comply with the principles defined in these texts, which are available on the Internet, and to ensure that its subcontractors do the same, and not to carry out any action contrary to the environmental and societal commitments of the France Télévisions Group.

- 62 The Buyer will comply with the legal prescriptions concerning labor regulations and will be solely responsible for the execution of the obligations imposed by social and fiscal laws in favor of or on behalf of its personnel.

Foreign workers must be in possession of a document authorizing them to work in France, when possession of such a document is required by virtue of legislative or regulatory provisions, or international treaties or agreements.

The Buyer certifies on its honor that the services are performed by employees who are regularly employed in accordance with the regulations in force and in particular Articles L.3243-1 to 5, L.1221-10 to 13, and L.8251-1 of the French Labor Code.

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The Buyer undertakes to provide France Télévisions Publicité with the documents referred to in Article D.8222-5 of the Labor Code or D.8222-7 of the same code for companies established abroad as soon as the contract is concluded, and then every six (6) months thereafter for the entire duration of the contract.

Likewise, in order for France Télévisions Publicité to meet its obligation of vigilance, the Purchaser declares that, pursuant to Articles L.8221-3 and L.8221-5 of the French Labor Code, it has submitted to France Télévisions Publicité, upon conclusion of the contract, a certificate relating to compliance with its obligations in terms of social declarations, complete with mention of the payment of social security contributions and fees, and showing:

- The identification of the company;
- The number of employees employed;
- The salary base declared on the last summary of social security contributions sent to the collection agency.

The Buyer undertakes to submit this certificate to France Télévisions Publicité every six (6) months until the end of the performance of the contract.

The Buyer acknowledges that its compliance, throughout the contract, with the obligations arising from Articles L.8221-3 and L.8221-5 of the French Labor Code constitutes an essential obligation for the performance of the contract.

LITIGATION

- 63 Any dispute or litigation that may arise from the interpretation and/or execution of these terms and conditions, and more generally from the formation and execution of the Insertion Orders, shall fall within the jurisdiction of the courts of Paris, including in the event of connexity, third-party proceedings or multiple defendants. The formation, interpretation, execution and termination of the present Orders are subject to French law.

Contacts

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Cultivating attention

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