

## TERMS & CONDITIONS

1. **SCOPE** These terms and conditions apply to all obligations arising from or to arise from the quote to which they are attached and from all additional quote to the said quote, as well as, more generally, to any service that would be provided or any sale directly or indirectly linked to the subject of the said quote. Service Provider refers to the issuer of the quote. Client refers to the recipient of the quote.

These terms and conditions and the quote to which they are attached and all additional quote to the said quote, taken together, constitute the contract between the Service Provider and the Client.

2. **PRICE** a) The price mentioned in the quote covers, unless otherwise stated in the quote, the service described in the quote, excluding any service or any element expressly excluded or not expressly included in the quote.

b) Any revision will take the form of either a new global quote, or one or more additional quotes to the initial quote. If the said quotes are not accepted, the Service Provider will be bound only by the obligations determined within the framework of the initial quote.

c) Currency risk is not to be supported by the Service Provider (except non-compliance with payment terms in use, attributable to the Service Provider).

d) In the event that the Client requests the Service Provider to perform additional work as a result of the modification of the elements previously approved or to resume post-production work previously accepted, the Client will pay the additional costs, including the corresponding margin.

3. **TERMS OF PAYMENT** a) All work ordered, whether or not broadcasted, entails the obligation to pay for it in full by the Client.

b) The Service Provider may require payment of an advance of 50% of the quoted amount, which payment shall condition the start of execution of its services.

c) Unless otherwise stated in the quote, the balance will be payable on the day of delivery as scheduled in the contractual planning.

d) Any additional work that has given rise to one or more additional quotes will be payable under the same conditions as the main quotation.

e) The payment terms between the advertiser and the Client are not applicable to the Service Provider.

f) In accordance with Article L.441-6 of the French Trading Code, in case of delay in payment, the interest rate for late payment penalties due on the day following the contractual settlement date will be equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points.

g) The Service Provider is considered to be committed by the Client upon receipt of its order form, 10 days before the first day of the start of the post-production schedule. Any cancellation of the order by the client within the following deadlines:

- Less than 72 hours before the start of the schedule will result in a penalty charged on the basis of 50% of the quote of the Service Provider, object of the order

- Less than 24 hours before the start of the schedule will result in a penalty charged on the basis of 100% of the quote of the Service Provider, object of the order

4. **INTELLECTUAL PROPERTY** a) In the event that the quote includes a creation subject to intellectual property rights (in particular in the event of original graphics and 3D creations), the assignment of rights and its financial counterpart must be specified in the quote.

b) In the event that the services object of the quote are related to advertising material, the rights are assigned, in the absence of any mention to the contrary, for the world, for the legal duration under French Law and its possible legal and/or conventional extensions, and for all media regardless of their destination (advertising, commercial or promotional).

c) The Client acknowledges and accepts that if the Service Provider, in the course of the performance of the services, discovers or creates techniques or know-how or creates mechanical or electronic devices, software (in source code or object code), data, files, development tools or any underlying models, in order to provide its services, all rights of any kind whatsoever, present or existing previously, shall remain the property of the Service Provider and shall be recognized as its intellectual property.

In addition, the rights of the Service Provider on any possible source codes are expressly reserved and cannot be assigned.

5. **CONSERVATION OF THE ELEMENTS** a) Elements' transfers: During the retention period defined below, if the Client requests to recover the elements entrusted (including hard drive), the Service Provider will issue a delivery note to justify the release of the elements, free of charge.

In the event that the Client requests the transfer of elements following the delivery of the hard drive, the Service Provider will issue a specific quote, and will return the elements to the Client within 7 working days.

In addition, in the event that the Client has not provided a hard drive when transmitting the elements to the Service Provider, the latter will charge for the physical support provided by the Service Provider to extract the elements requested by the Client, and will return this physical support within 7 working days.

b) The Service Provider will graciously keep the digital elements, digital source masters for a period of 12 months from the date of first public broadcast, or at the latest 24 months from delivery, whichever is shorter.

The Client will be required to take back the elements entrusted as well as the digital elements, digital source masters, at the end of the retention period, except in the following cases:

- In the event of acceptance of the storage or conservation offer from the Service Provider, which will be subject to a specific quote;

- In the event of transfer to any third party designated by the Client, at its own expense.

As soon as the elements are returned, the Service Provider will issue a delivery note.

In the absence of a request for restitution and/or acceptance of the offer to store the relevant elements, or transfer to any designated third party, the Service Provider will be released from any responsibility for the conservation of the elements, the Client waiving any recourse against the Service Provider related to this subject.

As a result, the Service Provider may proceed to the destruction of the elements, at the expense of the Client, after notifying the latter, by any means. If there is no response within 30 days, the Service Provider will destroy the elements at the amount indicated in the notification.

6. **OBLIGATIONS** a) Copy: The Client must provide the Service Provider with a hard drive containing the elements related to the services. The Service Provider will then make a copy of these elements onto its servers and on LTO, or any equivalent storage medium.

In the event that the Client does not have a back-up hard drive, the transfer of responsibility for the elements will not be effective until a complete copy of the elements has been made on the Service Provider's servers.

b) Transfer of responsibility: The Service Provider will be held responsible for the Client's elements once they have been handed over by the latter as soon as a mirror backup hard drive has been created by the Client or any third party of its choice, in addition to the hard drive transmitted to Service Provider, this mirror backup being kept in the premises of the Client or in the premises of the producer in charge of the production, or any place and third party designated by them. In addition, the Client undertakes to provide a quality hard drive, on the basis of models accepted by the Service Provider, guaranteeing a minimum quality standard. In the event of the provision of a hard drive that does not meet the minimum quality standards, the Service Provider cannot in any case be held responsible in the event of a defect during the copying of the disk onto its servers.

c) Confidentiality: The Service Provider undertakes to maintain confidentiality with respect to any confidential information relating to its performance under the contract.

d) Work quality and compliance with standards: The Service Provider undertakes to ensure that the film(s) are of a sufficient level of quality and meet the technical standards and operating modes agreed between the parties. However, the Service Provider cannot be held responsible for the final acceptance or refusal

by the viewing commissions of the ARPP or any other body consulted depending on the nature of the medium on which the film(s) will be exploited. The Service Provider cannot be held responsible for any violation of the applicable advertising regulations (i.e but without limitation, Evrin law, misleading advertising, etc.) or for any infringement of the rights of competitors (comparative advertising, unfair competition, etc.).

e) Delivery dates: The Client and the Service Provider undertake to respect the schedule and primarily the delivery and validation dates, which are presumed to be mandatory.

In the event that the Client decides to defer the delivery date or the handover of the master, the Service Provider would be authorized to invoice, on the date initially scheduled in the schedule, the balance of the film(s), minus the amount of finishing costs not yet incurred.

f) Delay due to force majeure: If, due to a force majeure event beyond the control of the Service Provider, the latter is unable to deliver the film(s) in time, the recorded delay will not constitute a breach of contract between the Service Provider and the Client. However, in this case, if it is established that the delay renders the continuation of the services unnecessary, the Client may decide to abandon the production in accordance with Article 13 below.

### 7. LIMITATION OF LIABILITY

In the event that the Service Provider is unable, for any reason whatsoever, to fulfill all of its obligations, all damages that may be due as a result to the Client or the advertiser will be expressly limited to 100% of the amount of the quotation excluding taxes.

8. **CASE OF REFUSAL** Failure to comply with the technical standards referred to in Article 6 may result in the Client's refusal of the film(s) or a sequence of the film(s). The Client will have the period specified in the schedule, or otherwise a period of 4 working days following each transmission or delivery, to express its refusal, if any. Otherwise, the elements transmitted or delivered will be considered as accepted.

In the event of refusal by the Client, the contract will not be automatically terminated, but the Service Provider will be required to proceed as soon as possible with the necessary modifications so that the film(s) is/are in compliance with the contract. The additional costs due to these modifications are at the expense of the Service Provider.

9. **INSURANCE OF DIGITAL ELEMENTS AND MASTERS** The Client undertakes to subscribe negative insurance covering accidental damage or destruction that may occur to negatives or digital source masters during the entire post-production period of the film(s) and until the date of delivery of the master. If not, the Client undertakes to inform the Service Provider so that the latter can subscribe this insurance, which will be invoiced to the Client.

10. **COMMUNICATION** As soon as the broadcast of the film(s) has begun, the Service Provider may reproduce the film(s) in its demo reel, website, or any dedicated space on the Internet, for promotional purposes, unless the Client expressly refuses.

11. **PERSONAL DATA** In the course of providing the services, the Service Provider may collect certain personal data of the Client's employees necessary for the administrative management of the service. The Service Provider processes personal data as a data controller for the purposes of managing services and security. The Service Provider will only transfer this personal data to the teams in charge of the service. In accordance with applicable law, the Client's employees may exercise their rights over their personal data by contacting the Service Provider's legal department.

12. **TERMS AND CONDITIONS' OPPOSABILITY** For the sake of clarity, the Client undertakes to communicate the conditions of preservation of the elements defined in these terms and conditions to its client and/or advertiser. As a result, these terms and conditions are applicable to the final client and/or advertiser.

13. **APPLICABLE LAW AND JURISDICTION** The parties recognize the exclusive jurisdiction of the Paris Courts and French law concerning any dispute relating to the contractual relations between the parties.