

TELEVISION

GENERAL TERMS AND CONDITIONS OF SALE

NRJ GLOBAL 2022

GENERAL TERMS AND CONDITIONS OF SALE – TELEVISION

2022

The Pricing and Business Terms and Conditions and these General Terms and Conditions of Sale apply to any advertisement order received by NRJ GLOBAL for broadcast from 1 January 2022 on the channels NRJ12, Chérie25 and NRJ Hits (hereinafter referred to as the “Channels”).

The advertisement spaces on the Channels are marketed by NRJ GLOBAL, the exclusive sales house for the Channels.

The signal of the Channels and, in general, all of NRJ Group’s services which are the subject of these GTCS, may be picked up, using the signal emitted in France, in territories across the world, particularly by partners of the NRJ Group. Advertisements included in the Channels’ original signal or related services from France may therefore be retransmitted in all the territories which receive said Channels or services. NRJ GLOBAL also reserves the right, depending on the territories in which the relevant Channels or services are received, to remove if necessary any advertisements included in the signal so as not to infringe the applicable regulations in the territory that receives the signal.

The advertisement order or purchase order by an advertiser or agent to NRJ GLOBAL implies the unconditional acceptance of the Pricing and Business Terms and Conditions and these General Terms and Conditions of Sale as well as the standard practices regulating advertisements and audiovisual communications. These General Terms and Conditions of Sale take precedence over any terms and conditions of purchase that the advertiser or agent may use. These Terms and Conditions of Sale will only be subject to particular terms and conditions that have been agreed to as part of special advertisement campaigns and specific offers. Derogation from these Terms and Conditions may also be agreed as part of specific commercial contracts.

Invoicing is based on the Prices, the Pricing and Business Terms and Conditions and the General Terms and Conditions of Sale that are in force on the day of the broadcast.

NRJ GLOBAL may, at any time, modify in whole or in part the Pricing and Business Terms and Conditions, General Terms and Conditions of Sale and the Gross Prices (excl. VAT) that are available at www.nrjglobal.com. NRJ GLOBAL will provide at least five (5) calendar days’ notice of such modifications. These modifications will be published on the aforementioned website.

APPLICATION OF THE PRICING AND BUSINESS TERMS AND CONDITIONS

Subject to the existence of a letter of commitment and the absence of provisions contradicting the Pricing and Business Terms and Conditions, the discounts will be applied to the first euro of the commitment given.

If, at the end of the year, the commitment has not been complied with, NRJ GLOBAL will invoice for the difference between the conditions agreed under the letter of commitment and the applicable Pricing and Business Terms and Conditions.

The yearly commitments that allow the application of a Volume Discount (defined in the NRJ GLOBAL TELEVISION Pricing and Business Terms and Conditions 2022, Chapter 03.1) must be formalised no later than 1 March 2022.

In the absence of a letter of commitment, the Volume Discount applied to each campaign flight will be based on the 2022 Gross Billings (excl. VAT) accumulated up to the specific date. However, passing the threshold from one scale to another will not retroactively apply to previous flights.

The Volume Discount is applied to the Gross Billings (excl. VAT) over the entire year of 2022. The Gross Billings (excl. VAT) used to calculate discounts cover traditional advertisements (excluding free ad space and purchases via the auction platform) and the commercial offers published in the Pricing and Business Terms and Conditions or introduced during the year, except for the NRJ Connected 15-34, Women Connected, NRJ Connected 25-49, Box-Office, Global Affinity, and Drive to Web Television Offers.

The “**Gross Price**” refers to the prices weighted by spot length index that are published by NRJ GLOBAL.

The “**Modified Gross Price**” is the “Gross Price” after any surcharges are applied.

The “**Gross Billings**” correspond to the “Modified Gross Price” after deduction of any free advertisements and other price reductions and adjustments.

The “**Net Price**” corresponds to “Gross Billings” minus any commercial discounts. Commercial discounts are accumulative.

The “**Net Billings**” are the “Net Price” reduced by the Standard Discount and Agent Discount. These discounts are applied successively to the “Net Price”.

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The Pricing and Business Terms and Conditions will not apply in the case of any payment in the form of an exchange of advertisements for merchandise, advertisement space or services. Any such payments must be the subject of a written contract setting out, in particular, the payment conditions.

These purchases will not be considered in the calculation of the Gross Billings (excl. VAT).

For any advertising campaign wishing to take advantage of the price reduction described in Chapter 03.1 of the NRJ GLOBAL TELEVISION Pricing and Business Terms and Conditions 2022, the certification from the Governmental Information Service issued by the relevant ministry must be addressed to NRJ GLOBAL at the time when the advertising campaign is reserved (by email to advglobal@nrj.fr).

ADVERTISER AND AGENT

An advertiser may purchase advertising space either directly from NRJ GLOBAL or through a duly appointed agent. The advertiser and/or its agent will be referred to as the “Purchaser” in these General Terms and Conditions of Sale.

For the purposes hereof, “advertiser” means:

- Any natural or legal person that applies for an advertisement order, or has it done on its behalf, for its brands on the Channels, or
- A group of advertisers within the same corporate group which fulfils each of the following criteria:
 - The parent company is the holder of the majority of their share capital,
 - They must show that the purchase of advertising space is centralised, carried out either by the parent company or by a single entity in the group that is responsible for media-buying functions,
 - Consolidation must be effective from 1 January 2022.

Membership to a group of advertisers must be confirmed to NRJ GLOBAL by registered letter with acknowledgement of receipt. These General Terms and Conditions of Sale will apply to the group of advertisers from the receipt date of said letter; they will have no retroactive effect.

Agents, acting in the name and on behalf of advertisers, must prove their capacity by providing NRJ GLOBAL with a mandate certificate. Agents must inform NRJ GLOBAL of the provisions of the agency contract which will likely have an effect on NRJ GLOBAL’s provision of services (term, scope, media, results, etc.).

Agents must inform NRJ GLOBAL of the termination of their mandate at least one month beforehand by registered letter with acknowledgement of receipt.

ADVERTISEMENT ORDERS AND ADVERT SPACE PURCHASING CONDITIONS

NRJ GLOBAL recommends that the purchase of advertisement space on the Channels be performed through Electronic Data Interchange (EDI), in accordance with the rules set out by the association EDI Publicité. The Purchaser shall use an electronic messaging service to purchase advertisement space according to the arrangements set out in an agreement for electronic data interchange between the Purchaser and NRJ GLOBAL. In the case of Going Rate purchases, the Purchaser must address any request to reserve advertisement space to NRJ GLOBAL by electronic message. In the case of Purchases at Guaranteed Net GRP Cost, the Purchaser must promptly address any request to reserve advertisement space to NRJ GLOBAL submitted via the Popcorn brief or the NRJ GLOBAL brief (available at www.nrjglobal.com).

At the time of the written reservation request, the advertiser or agent must specify the exact product for which the reservation is made and the code corresponding to the product’s sector code within the Product Nomenclature applicable at the time of broadcast. The advertiser must also specify the start and end dates for the period during which the advertiser wants its campaign to be transmitted. Upon receipt of the reservation request, NRJ GLOBAL will issue an advertisement order that will state the availability of advert space with respect to the request.

This advertisement order must be signed and returned to NRJ GLOBAL at least seven (7) calendar days before the first day of the expected broadcast. The advertisement order must also contain the phrase “agreed and signed.” This phrase must be authenticated by the affixing of the advertiser’s or agent’s stamp, or be in compliance with EDI Publicité rules.

The commercial break titles and codes appearing on the advertisement order are for information purposes only. Except where specifically agreed otherwise by NRJ GLOBAL and the advertiser or agent, NRJ GLOBAL’s obligation extends only to the broadcasting of the advertisements between the start and end dates of the campaign as stated by the advertiser or agent and reiterated, in accordance with schedule availability, in the advertisement order. The parties thus agree that the schedule for the broadcast of the campaign, as established by NRJ GLOBAL which takes into account the broadcast start and end dates desired by the advertiser or agent, is provided for information purposes only. NRJ GLOBAL reserves the right to modify, in whole or in part, this broadcast schedule. Such modifications will not entitle the advertiser or agent to any remedy or claim.

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NRJ GLOBAL may only rely on this right until the broadcast date of each commercial of the advertisement campaign.

The advertisement order is solely for the advertiser; consequently, it cannot be assigned or transferred, even partially, without the prior agreement of NRJ GLOBAL. The advertisement order is also linked to a product, service, brand, trading name or logo. The product, service, brand, trading name or logo promoted in the advertisement must match the one stated in the advertisement order.

CANCELLATION OR MODIFICATION OF AN ADVERTISEMENT ORDER AND/OR PURCHASE ORDER BY THE ADVERTISER OR AGENT

Any modification to the subject of the advertisement must be authorised by NRJ GLOBAL beforehand.

Any cancellation of an advertisement campaign must be notified to NRJ GLOBAL in writing at least thirty-one (31) calendar days before the broadcast date of the campaign's first advertisement.

The advertisement space that is cancelled will be returned to NRJ GLOBAL.

If the campaign is cancelled after this time limit, the advertiser will remain liable for:

- 50% of the net billings cancelled if the cancellation occurs between thirty-one (31) and fourteen (14) calendar days prior to the broadcast date of the campaign's first advertisement.
- 100% of the net billings cancelled if the cancellation occurs less than fourteen (14) calendar days before the broadcast date of the campaign's first advertisement.

Within the context of a pandemic, in the event the national authorities order the restriction of activities, any requests for cancellation will be examined by NRJ GLOBAL.

CONDITIONS SPECIFIC TO SPONSORSHIPS

A. Sponsorship conditions

Every sponsorship campaign must be the subject of a specific purchase order.

Sponsorship campaigns are regulated by articles 17 to 20 of Decree No. 92-280 of 27 March 1992, or, if applicable, any new regulations applicable when the sponsorship campaign is broadcast.

All programmes, except televised news and political information programmes, can be sponsored.

Companies that are principally involved in the production and/or sale of alcoholic drinks or tobacco products, or companies that are involved in television broadcasts or the production of audiovisual works may not, under any circumstances, sponsor a programme on the Channels. Companies that are involved in the production or sale of medication or the supply of medical treatments may sponsor television programmes only to promote their name or image.

The sponsor may be identified by the sponsor's name, logo or other symbol, including by reference to the sponsor's products or services or a distinctive sign.

In the event there are several sponsors of a single programme, the order of reference to the sponsors will be decided by NRJ GLOBAL. NRJ GLOBAL will ensure a fair spread in the sponsor references by means of a regular rotation of sponsorship advertisements around the programmes and/or sponsored promotional trailers.

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The Channels reserve the right to broadcast unsponsored promotional trailers in support of the sponsored programme.

The dates, times and lengths of the programme(s) and any promotional trailers, which are the subject of the sponsorship contract, are solely indicative and are not guaranteed. The Channels and NRJ GLOBAL reserve the right to modify, in whole or in part, the dates, times and lengths of programmes, or to cancel them. Accordingly, the sponsor will not be entitled to make any claim or seek damages from NRJ GLOBAL or the Channels in this regard.

Sponsorship campaigns are separate from the purchase of traditional advertisement space. The Purchaser of a sponsorship campaign has no right of review over the other sponsorships on the channel concerned or over the content of the advertisements broadcast during commercial breaks or promotional trailers.

B. Provision of prizes

To the exclusion of any other advertiser, the sponsor may participate in the provision of prizes for game shows or game sequences within programmes that are not specifically game shows. In such cases, the sponsor will be solely responsible for the physical arrangement of prizes to be awarded to winners. The sponsor shall indemnify NRJ GLOBAL and the Channels against any action and/or claim brought by any party, especially the winners, by reason of the prizes provided.

C. Sponsorship option and cancellation

A Purchaser may place a sponsorship option on a programme for a period of fifteen (15) calendar days. If there is no written confirmation of the exercise of the option within that period, NRJ GLOBAL will manage the reserved advertisement space as it sees fit.

Where another advertiser offers to purchase the space outright, the advertiser with the option will have forty-eight (48) hours to exercise its option to sponsor the programme. No options may be placed on a programme that begins within three (3) weeks.

Any cancellation of a programme sponsorship must be notified in writing to NRJ GLOBAL no later than twenty-eight (28) calendar days before the broadcast date of the first sponsorship advertisement. The advertisement space that is cancelled will be returned to NRJ GLOBAL. If the sponsorship is cancelled after this time limit, the advertiser will remain liable for the entire amount chargeable for the sponsorship. A sponsorship operation may not be cancelled or shortened during broadcasting, except in the case of a change in programming that results in the termination of the sponsored programme. Any operation that has commenced must be completed by the date specified in the contract.

D. Production of sponsorship elements

The sponsorship elements for any programme on the Channels (billboards for programmes and/or competitions, packshots of prizes) as well as any screen overlays will be produced, without exception, by SPOT MACHINE (NRJ GLOBAL's sound and video production unit) in coordination with the advertiser or duly appointed agent.

Any use of the sponsorship elements and screen overlays not set out herein is subject to the express prior authorisation of SPOT MACHINE or the Channel.

Before any production, SPOT MACHINE will provide the advertiser or agent with a proposed storyboard or letter of intent, along with a quotation. The services provided by SPOT MACHINE are subject to SPOT MACHINE's General Terms and Conditions of Sale, which are available on request.

The invoice issued by NRJ GLOBAL for the services of SPOT MACHINE will be due and payable on the tenth of the month following the lapse of thirty (30) days from the issue date.

As soon as the sponsorship elements (billboards for programmes and/or competitions, packshots of prizes) become available to the advertiser, they should be sent to the station for prior validation. Delivery methods for sponsorship elements are the same as those for traditional campaigns (see p. 6).

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SPECIFIC CONDITIONS TO PRODUCT PLACEMENT

Any product placement must be the subject of a specific purchase order.

Product placement is allowed on television in music videos and fiction programmes, except where children are the target audience. It is prohibited in all other types of programmes.

Product placement is not allowed for the following products: drinks that have an alcoholic content by volume of over 1.2%, tobacco, products containing tobacco or ingredients set out in Article L. 3512-1 of the French Public Health Code, medication within the meaning of Article L. 5111-1 of said Code regardless of whether or not they are obtainable by prescription, firearms and ammunition, except on television services falling under Article 5 of Decree No. 85-1305 of 9 December 1985, infant formulas within the meaning of Article L. 122-12 of the French Consumer Code.

The products or services of a programme sponsor may not be the subject of product placement within that programme. Product placement campaigns are separate from the purchase of traditional advertisement space.

The Purchaser of a product placement campaign has no right of review over other product placements or over the content of the advertisements broadcast during commercial breaks. Any product placement application made by an agent must be accompanied by the relevant mandate certificate signed by the advertiser.

ARRANGEMENTS, DEADLINES, TECHNICAL BROADCAST CONDITIONS OF THE CHANNELS

For every advertisement order, the advertiser or agent must send NRJ GLOBAL the relevant advertisements as follows:

Delivery of digital advertisement films:

NRJ GLOBAL will accept delivery of advertisement films only in digital format through the platforms:

ADSTREAM

- www.adstream.com
- +33 (0)1 800 312 40
- Traffic.fr@adstream.com

PEACH

- www.peachvideo.com/fr-fr/
- +33 (0)1 49 49 99 70
- Support.fr@peachvideo.com

Native HD format is preferred. If it is not possible to provide HD format, SD format will be accepted. Only advertisements lasting at least 5 seconds can be broadcast on the Channels. The advertiser or agent must provide all broadcasting instructions on the dedicated platform shared by the MyDiffTV advertising sales houses (mydiff.tv).

Time limits

The advertisement materials must be delivered no later than seven (7) working days before the commencement of the advertisement campaign. This time limit does not apply to the materials for advertisements lasting longer than sixty (60) seconds which must be delivered to NRJ GLOBAL at least ten (10) working days before the commencement of the campaign.

If these time limits are not adhered to or if the characteristics of the advertisement (quality, duration, etc.) differ from expectations, NRJ GLOBAL reserves the right not to broadcast the advertisement. The full price for the advertisements will be owed by the advertiser or agent, regardless of whether the advertisements were broadcast or not.

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- Service Diffusion [*Broadcasting Department*]
- Eric Laprade +33 (0)1 4071 4317 / Nicolas Pios +33 (0)1 4071 4311
- 22 Rue Boileau 75016 PARIS, FRANCE
- Contact: diffusionNRJTV@nrj.fr

Storage and monitoring

NRJ GLOBAL will store the advertisement materials for three (3) months after the first airing.

After this time, the materials will be destroyed unless requested otherwise by the advertiser beforehand.

The signing of the advertisement order, in relation to the advertisements it covers, grants NRJ GLOBAL the right to reproduce, broadcast and make a monitoring or a copy of said advertisements for the purposes of providing professional information to advertisers and agencies according to the procedures and practices of the subject matter.

For questions relating to the arrangements, deadlines, technical and broadcast conditions of the Channels, please contact the broadcasting department.

PRICES, INVOICING, AND PAYMENT TERMS

A. Prices

The prices and discount rates will be provided by NRJ GLOBAL upon request. NRJ GLOBAL reserves the right to modify prices and discounts at any time. It will inform advertisers at least five (5) calendar days before changes go into effect.

NRJ GLOBAL reserves the right, however, to exceptionally modify the rate and/or the title of the commercial breaks within a period of less than five (5) calendar days before their entry into force, in particular in the event of an exceptional modification to programmes or an unavoidable rearrangement of

its schedule, which would involve changing the duration of the commercial breaks in order to comply with the rules concerning the broadcasting of advertisements, to which the Channels are subject.

The new prices will be applicable to existing contracts. However, the advertiser may retain, cancel or reprogram its reservations (affected by the price changes) to other commercial breaks subject to schedule availability and subject to compliance with the cancellation conditions.

NRJ GLOBAL will inform purchasers of the modification as soon as possible.

The prices applicable to advertisements are the prices in force at the time of broadcasting.

Prices are stated excluding taxes. Any fees, taxes and charges applicable to the broadcasting of advertisements will be borne by the advertiser.

B. Invoicing

Invoices will be sent to the advertiser, with a copy to the agent if applicable, within a month of the broadcast. If the advertiser or agent agrees, NRJ GLOBAL may use electronic invoicing, and shall send the invoices as signed PDF documents. Invoices, however they are sent, will constitute proof of broadcast pursuant to Article 23 of Law No. 93-122 of 29 January 1993 (the “Sapin Act”).

- For advertisers with a written annual commitment:

Advertisers with a written annual commitment will receive the discount that matches the annual commitment given at the start of 2022. Annual commitment means a commitment to purchase advertisement space from NRJ GLOBAL for a twelve-month (12) rolling period, whose amount is final and irrevocable and stated as Net Billings (excl. VAT).

If, at the end of the year, this commitment has not been complied with, NRJ GLOBAL will invoice for the difference between the conditions agreed under the letter of commitment and the applicable Pricing and Business Terms and Conditions.

- In the absence of a letter of commitment:

The Volume Discount applied to each campaign flight will be based on the 2022 Gross Billings (excl. VAT) accumulated up to the specific date. However, passing the threshold from one scale to another will not retroactively apply to previous flights.

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C. Payment terms

Invoices are due and payable on the tenth (10th) of the month subsequent to the lapse of thirty (30) days from the issuance date. They may be paid by wire transfer or by cheque made out to NRJ GLOBAL.

However, any client that is not registered with the Finance Department of NRJ GLOBAL or any registered client without a guarantee as to its financial situation, may be required to make a full or partial payment prior to any broadcast. There is no additional discount for early payment. Invoices issued by NRJ GLOBAL do not confer a right to a cash discount.

In accordance with the provisions of Article L. 441-10 of the French Commercial Code, any sums not paid after the due date on the invoice shall give rise to the payment of interest for late payment calculated at a minimum rate of 15% (fifteen percent) per annum in proportion to the number of overdue days, calculated from the day after the due date, on the basis of a 360-day year. If the aforementioned rate of 15% (fifteen percent) becomes three times less the legal interest rate, the penalty rate applied shall be increased to 3 (three) times the legal interest rate, rounded up to the next whole number. In addition, a fee of €40 (forty euros) will be payable for recovery costs, by legal right.

Notwithstanding Articles 1998 *et seq.* of the French Civil Code, the advertiser and agent will be jointly and severally liable for the payment of invoices. Payments made to the agent will not release the advertiser of its payment obligations to NRJ GLOBAL.

WARRANTY

The advertiser and agent jointly and severally warrant the compliance of advertisements with the applicable laws and regulations and the recommendations of the Autorité de Régulation Professionnelle de la Publicité [*French Professional Regulation of Advertisements Authority*]. They shall indemnify NRJ GLOBAL and the Channels against any claim brought by a third party as a result of the broadcasting of the advertisements. Accordingly, the advertisements are broadcast on the Channels under the sole responsibility of the advertiser.

The advertiser and/or agent warrant, in particular, that the advertisements and their constituent elements, including music and audio, are provided free of all rights. The advertiser shall personally ensure this fact.

The advertiser and/or agent and/or advertisement agency must obtain any authorisations from any right holders (authors, producers, designers, directors, editors, performers and, in general, any natural or legal person that would consider themselves aggrieved for any reason by the broadcast of the advertisement or that could assert a right due to the broadcast of the advertisements on the Channels), which may be required for the reproduction and broadcast of the advertisements as well as the musical excerpts. The advertiser and/or agent and/or advertisement agency shall indemnify NRJ GLOBAL and the Channels for any damages in this regard.

LIMITATION OF LIABILITY

A. Editorial independence

The Channels alone are in control of their programmes, schedules, commercial breaks and the general style of advertisements; the Channels may modify these aspects as they see fit.

NRJ GLOBAL and the Channels reserve the right to refuse any advertisement deemed contrary to the applicable regulations, good taste, good presentation, programme guidelines or the editorial line of the Channels' programmes.

NRJ GLOBAL and the Channels also reserve the right to refuse any advertisements that are contrary to the rules of the profession, and any advertisement likely to violate public order, common decency or upset the moral, religious, cultural or political beliefs of the Channels' audience. NRJ GLOBAL and the Channels may also refuse any advertisement that directly or indirectly refers to competitors of the Channels or any advertisement that contains reminders or parts of a programme or broadcast whose rights are held by a competitor of the Channels.

Only advertisements for the Channels of the NRJ Group, and no other channel, are authorised.

The Channels and/or NRJ GLOBAL may not, under any circumstances, be held liable for the refusal of an advertisement under this section.

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B. Broadcast interruption or impossibility

NRJ GLOBAL and the Channels will not be held liable for any force majeure event or decision by the Conseil supérieur de l'audiovisuel [*French Audiovisual Council*] that interrupts or prevents a broadcast.

Broadcasts carried out will however be invoiced by NRJ GLOBAL.

NRJ GLOBAL and/or the Channels may not be held liable for the operational faults of one or more broadcast stations; accordingly, the advertiser or agent will not be entitled to make any claim for indemnity, compensation or refund for the failure of one or more broadcast or broadcast relay stations to carry out a broadcast.

PROTECTION OF PERSONAL DATA

1. Determination of purposes and means of processing

Each of the parties is free to determine the purposes and means of the data processing it performs.

NRJ GLOBAL shall not intervene in any way in the processing performed by the other party.

2. Compliance with legislation regarding the protection of personal data

Each of the parties undertakes to comply with all legislation regarding the protection of personal data, including Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (General Data Protection Regulation) and all national legislation applicable to such processing, and expressly releases the other party from all responsibility for the processing of personal data that it performs or may perform.

3. Information

In its business relationships with its providers and clients, NRJ GLOBAL processes personal data.

The legal basis for this processing is to execute contractual measures and to comply with its legal or regulatory obligations. The purposes of this processing are:

- To manage the contractual relationship;
- Invoicing and accounting.

The primary data collected in connection with your contractual or business relationship with NRJ GLOBAL are: last name, first name, business email address, business phone number, role at the co-contracting company.

These data are retained according to the period for which they are collected, namely the contract term plus 5 years for management of the contractual relationship and 10 years for invoicing and accounting.

They are intended for NRJ GLOBAL as the data controller, and are only processed by company employees with an interest resulting from their role.

With regard to the nature of personal data and the risks associated with processing, NRJ GLOBAL takes the technical, physical and organisational measures needed to maintain the security of personal data and to prevent them from being corrupted, damaged or accessed by unauthorised third parties.

The data subjects of this processing have the following rights:

- the right to information, access and correction;
- the right of erasure and right of objection;
- the right to limitation of the data.

These rights may be exercised by sending an email to dpo@nrj.fr or by post to DPO NRJ Group, 22 rue Boileau, 75016 PARIS.

In the event of a dispute regarding the exercise of your rights, you have the option to submit a complaint to the French data protection authority, the Commission Nationale de l'Informatique et des Libertés.

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ANTICORRUPTION

The purchaser is hereby expressly informed that NRJ GLOBAL has drawn up an Anti-corruption policy and a Gift policy that notably include the applicable laws and regulations in France in terms of the fight against corruption. The policies are available upon request. In general, the purchaser expressly declares that it complies with the applicable laws and regulations on the fight against corruption in France (hereinafter collectively the “Ethical Code”).

The purchaser undertakes to implement all the appropriate measures to ensure it respects the Ethical Code, and that any person acting on its behalf and in its name with regard to NRJ GLOBAL shall respect the Ethical Code. In this respect, the purchaser undertakes to accept NRJ GLOBAL’s requests at any time with the aim of obtaining evidence of compliance with the Ethical Code.

Consequently, the purchaser shall indemnify NRJ GLOBAL for any recourse, action or claim that may be based on non-compliance with the Ethical Code.

Should NRJ GLOBAL have reason to believe that the purchaser, one of its shareholders, managers, company representatives, employees, members, subcontractors and/or representatives has failed or is likely to fail to comply with the commitments and guarantees to respect the Ethical Code, NRJ GLOBAL shall be entitled to immediately suspend the order and/or terminate it simply by notifying the purchaser in writing, within five (5) working days following receipt of said notification. NRJ GLOBAL may not be held liable as a consequence and this is subject to any damages or interest that may be claimed by NRJ GLOBAL due to non-compliance with the Ethical Code.

COMPETENT JURISDICTION

The COMMERCIAL COURT OF PARIS shall have exclusive jurisdiction over any dispute.