

SPECIAL ADS

GENERAL TERMS AND CONDITIONS OF SALE **NRJ GLOBAL 2022**

GENERAL TERMS AND CONDITIONS OF SALE – SPECIAL ADS

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INTRODUCTION

A special ad (hereinafter “Special Ad” or “360-degree tailor-made solutions”) is any ad hoc, cross-media communications plan that is likely to include creation of content, events or any other non-media components, generally amplified by a media campaign that may activate all media and non-media tools marketed by NRJ GLOBAL and/or as a white-label solution on the Advertiser’s platforms.

The general terms and conditions of sale presented below are applicable to any purchase order generated by NRJ GLOBAL (hereinafter “Order Confirmation” or “OC”), and returned signed by the Advertiser or its agent, in connection with one of the following types of campaigns:

- Non-media campaigns: station events, custom events created specifically for the Advertiser, sampling or street marketing activities, production of promotional items, production of interactive products, etc.
- Influence : communication activities on social media working with an influencer,
- Production/creation of content by NRJ GLOBAL’s Spot Machine studio.

A combination of these campaigns in any form, whether or not they are combined with purchases of advertising space, constitutes a Special Ad.

An Order Confirmation signed by an Advertiser or its agent with NRJ GLOBAL implies acceptance of these General Terms and Conditions of Sale, as well as the standard practices regulating advertising communications. Under no circumstances may the Advertiser’s or agent’s general terms and conditions of purchase take precedence over or apply concurrently with these general terms and conditions of sale, except with the prior written consent of NRJ GLOBAL. The present terms and conditions may be modified by NRJ GLOBAL at any time, subject to prior notice of five (5) calendar days. Only a contract signed by the parties with the same contractual object and the same period may take precedence over these general terms and conditions of sale.

For a Special Ad that combines media services (sale of advertising space on radio, TV, digital, etc.), the parties agree to refer for these media services to NRJ GLOBAL’s general terms and conditions of sale applicable to the media in question (TV-Video, Audio-Radio, Digital), available on the NRJ GLOBAL website at www.nrjglobal.com, which the Advertiser and/or its agent hereby declare that they have read and agree to.

In addition, for any non-media service marketed by NRJ GLOBAL, the parties agree to refer to Chapter 1 below regarding the general terms and conditions of sale for Non-Media Services, which the Advertiser and/or its agent hereby declare that they have read and agree to.

Similarly, for any influence service marketed by NRJ GLOBAL, the parties agree to refer to Chapter 2 below regarding the general terms and conditions of sale for Influence, which the Advertiser and/or its agent hereby declare that they have read and agree to.

Finally, for any creation and production service marketed by NRJ GLOBAL, the parties agree to refer to Chapter 3 below regarding the general terms and conditions of sale for Spot Machine, which the Advertiser and/or its agent hereby declare that they have read and agree to.

The specific conditions of the signed Order Confirmation shall take precedence over these General Terms and Conditions of Sale.

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CHAPTER 1: NON-MEDIA SERVICES

1. INTRODUCTION

NRJ GLOBAL is NRJ Group's advertisement service. As such, part of its work involves marketing the following non-media services:

- **"Station" events:** Different types of partnerships established for events held by NRJ Group radio and TV stations (lead partner, official partner, official supplier).
- **"Custom" events:** Events prepared specifically for the Advertiser (full-service private receptions, seminars, press conferences, public relations activities, product launches, point-of-sale events, event hosting, tours, etc.).
- Sampling, street marketing and mobile advertising activities,
- Promotional items: Merchandise, goodies, etc.
- Interactive products (creation of mini-websites or dedicated websites, blogs, e-cards, audiotel games, SMS, etc.).

These non-media services are covered by an Order Confirmation issued by NRJ GLOBAL and signed by the Client (the Advertiser or its agent).

2. CONDITIONS OF APPLICATION

These General Terms and Conditions of Sale are applicable to any Order Confirmation ("OC") signed by the Advertiser or its agent (the "Client") in relation to a non-media service or as part of a Special Ad.

These General Terms and Conditions of Sale are applicable as of 1 January 2022. They may be modified by NRJ GLOBAL at any time, subject to prior notice of five (5) calendar days.

They may only be superseded by specific conditions granted by NRJ GLOBAL and validated in the Order Confirmation.

For a non-media service that combines media services (sale of advertising space on radio, TV, digital, etc.), the parties agree to refer for these media services to the applicable general terms and conditions of sale from NRJ GLOBAL, available on the NRJ GLOBAL website, which the Advertiser and/or its agent hereby declare that they have read and accepted.

3. ORDER CONFIRMATION (OC)

An OC signed by a Client with NRJ GLOBAL implies full and complete acceptance of these General Terms and Conditions of Sale.

All orders will result in the issuance of an OC by NRJ GLOBAL.

This OC must be signed by the Client and returned to NRJ GLOBAL within the period required by NRJ GLOBAL.

Natural or legal persons acting as agents on Advertisers' behalf and in their name must prove their capacity as agents by providing a mandate certificate in accordance with the template provided by NRJ GLOBAL.

Agents shall undertake to inform NRJ GLOBAL of any provisions of their agency contract that may affect the execution of the OC.

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They must inform NRJ GLOBAL of the termination of their mandate at least one (1) month before the effective date by registered letter with acknowledgement of receipt.

The OC is solely for the Client, and thus cannot be assigned or transferred, even partially, without the prior written consent of NRJ GLOBAL.

The Client shall have no claim to exclusivity for the services covered by the OC. For station events, other partners may therefore also be associated with the station event covered by the OC at the discretion of NRJ GLOBAL.

4. PRODUCTION / DELIVERY DEADLINES

The production and/or delivery deadlines mentioned in the OC shall apply as from the date on which the Client gives its approval of the final proofs, when required, or in the absence of final proofs, as from the date on which the Client signs the OC – subject in all cases to complete payment of the OC by the Client.

Specific additional provisions for goods orders (merchandise/goodies):

Delivery deadlines are indicated as precisely as possible, but are dependent on the supply and transport options available to NRJ GLOBAL. Missed delivery deadlines shall not give rise to claims for damages, nor to cancellation of the OC. However, if the goods have still not been delivered as of two (2) months after the indicated delivery date for any reason other than a case of force majeure or a fault on the Advertiser's part, the OC can be dissolved at either party's request, and the Advertiser can be reimbursed for any down payment made, excluding any damages.

The Client shall inform NRJ GLOBAL of any special instructions for delivery of the goods (lorry with tailgate, pallet jack, special pallet dimensions, Euro-pallets, etc.) no less than fifteen (15) days before the indicated delivery date. These services shall be subject to additional invoicing based on estimates submitted for the Client's prior approval.

The Client accepts all risks directly or indirectly associated with delivery, even in the case of an agreed sale free of shipping charges, from the moment goods leave NRJ GLOBAL facilities. As a result, the goods are shipped at the Client's risk, and it is the Client's responsibility to express its reserves and take any necessary action against the responsible shippers in the event of damage, loss or missing product(s).

5. LIABILITY, WARRANTIES AND INSURANCE

It is understood that execution of the OC is carried out entirely under the responsibility of NRJ GLOBAL.

As such, NRJ GLOBAL declares that it has taken out insurance covering the potential damages that it might cause by its own action or by the action of its employees in the course of executing the OC, and shall provide proof of this insurance at the Client's first request.

Under no circumstances shall NRJ GLOBAL be held liable in the event that any of the following occur:

- theft, loss of money and value belonging to the Client or to the participants occurring during the event or operation that is the subject of the OC,
- injury or property damage suffered by the Client or any third party during actions by one or more service providers acting in connection with the OC,
- direct or indirect damage of any kind whatsoever that may affect the objects or materials placed by the Client or the participants during the event or operation that is the subject of the OC,
- direct or indirect damage of any kind whatsoever that the Client or the participants may cause to one or more service providers or their personnel acting in connection with the OC,
- damage caused by the Client or the participants to the materials, equipment and/or premises of one or more service providers acting in connection with the OC. Any repairs or reimbursements that appear to be necessary as a result of the aforementioned damage shall be the sole responsibility of the Client, who undertakes to assume all restoration or replacement costs.

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In any event, it is agreed that NRJ GLOBAL's liability in connection with the OC is limited to the amount of the OC in question, inclusive of all taxes.

For "custom" events for which the Client acts as an organiser and delegates executive production of the event to NRJ GLOBAL, it is understood that the Client warrants to NRJ GLOBAL that it has taken all necessary and useful measures, that it has obtained the necessary insurance and/or licence(s), and in particular that it has obtained all authorisations required by applicable laws and regulations, for the proper execution of the event.

In this regard, the Client:

- Warrants to NRJ GLOBAL that the site hosting the event has all mandatory and required authorisations for event activities and public receptions in accordance with applicable laws and regulations, in particular as regards health and safety issues (safety commission / oversight office / record of opening / establishments for public use / capacity, etc.).
- Expressly warrants to NRJ GLOBAL that the materials and installations present at the event site have all health and safety certifications and authorisations necessary for their use in a space for public use, and comply with all applicable laws and regulations.
- Undertakes to ensure that the installations present at the site allow for the event to be held under optimal conditions to ensure attendees are safe and comfortable.
- In cases where live performers (dancers, singers, musicians, DJs, actors, bands, circus performers, street artists, etc.) appear as part of the event, the Client:
- Undertakes, if it does not hold entertainment licences of type 1 (performance venue operator) and type 3 (performance broadcaster) on the day of the event, to submit a declaration of a one-time event to the competent Regional Directorate of Cultural Affairs (Direction Régionale des Affaires Culturelles/DRAC) in accordance with applicable laws, no less than one (1) month before the date of the event.
- To pay SACEM royalties and all taxes associated with broadcasting a live performance.

In its capacity as event organiser, the Client shall remain entirely liable for any direct or indirect damage of any kind whatsoever that may be caused to persons present at the event and/or to its representatives and/or employees and/or to the employees of its other service providers. It indemnifies NRJ GLOBAL against all claims, actions and proceedings that may be brought against it on such grounds, including any direct or indirect financial consequences which may result therefrom.

Finally, the Client warrants in its capacity as event organiser that it has regularly taken out the customary forms of insurance necessary to organise and hold this type of event (equipment, personnel, civil liability, theft, fire, etc.), including coverage for all risks of physical injury or intangible harm that may be caused to participants. Under no circumstances shall NRJ GLOBAL be held liable for any physical injury or intangible harm that may occur during said event. Under no circumstances shall the Client be released from its responsibilities due to insufficient insurance or lack of insurance.

For any OC requiring that special authorisation(s) be obtained or that the Client supply certain elements in order to execute the OC, NRJ GLOBAL will be unable to provide its service if the Client has not obtained said authorisations and/or has not supplied said elements, if said authorisations and/or elements do not comply with the specifications established by the parties, or if they are obtained and/or submitted late. Under these circumstances, the entire price indicated in the OC shall be due for payment by the Client to NRJ GLOBAL.

The Client undertakes to assume full responsibility for any claim arising from defects and/or failure of material elements, immaterial elements, and/or services provided by the Client for the proper execution of the OC, and indemnifies NRJ GLOBAL against all claims and/or actions that may be brought against it on such grounds.

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Special additional provisions for sampling activities:

It is expressly agreed between the parties that NRJ GLOBAL shall not perform any quantitative or qualitative review of the elements submitted by the Client.

Therefore, in the event that the elements submitted to NRJ GLOBAL are incomplete, NRJ GLOBAL cannot be held liable in any manner whatsoever, e.g. in the event that such faulty delivery has repercussions for the distribution activity that is the subject of the OC.

Furthermore, the Client's elements can only be distributed if this type of activity is authorised by the competent authorities in the relevant distribution area.

Therefore, the cities mentioned in the OC are for information purposes only, and absence of distribution in one of the indicated cities due to prefectural and/or municipal restrictions or prohibitions shall not give rise to any price reduction, nor to any damages.

6. SUBCONTRACTING

NRJ GLOBAL may subcontract a third-party company to execute its services.

7. INVOICING AND PAYMENT TERMS

Invoices shall be sent to the Client, in accordance with the amount specified in the OC, upon completion of service, unless otherwise indicated in specific provisions of the OC, and a copy shall also be sent to the agent if applicable.

Invoices are due and payable on the tenth (10th) of the month following 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.

For certain services, NRJ GLOBAL may request a down payment to cover all or part of the expenses incurred.

Likewise, for 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, NRJ GLOBAL reserves the right to request full or partial payment before any service is provided.

In accordance with Article L441-10 of the French Commercial Code, any amount not paid by the due date stipulated on the invoice shall incur interest from the due date until full payment. Interest will be calculated at the most recent rate on refinancing operations applied by the European Central Bank, plus ten (10) percentage points. A fixed sum of forty euros (€40) will also be applied for collection costs.

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

It is hereby specified that any additional services that may be requested by the Client and that give rise to additional expenses shall be subject to preparation of a specific and detailed price quote which may include further fees in addition to the OC, and which shall be subject to the Client's prior written consent.

Specific additional provisions for goods orders (merchandise/goodies):

The prices indicated in the OC include prepaid shipping to a single specified delivery point. For each additional delivery point, additional shipping fees shall be billed to the Client.

ALL GOODS ARE SOLD WITH A CLAUSE EXPRESSLY MAKING TRANSFER OF THEIR OWNERSHIP CONDITIONAL ON FULL PAYMENT OF THE INDICATED PRICE; however, these provisions shall not prevent application of the provisions relating to the transfer of risks of damage or loss to the goods.

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8. CANCELLATION

8.1 By the Client:

Any OC approved by the Client is firm and final. In the event of cancellation by the Client for any reason whatsoever before the service date indicated in the OC, the Client shall be liable to pay for the amount including VAT of all expresses already incurred by NRJ GLOBAL as of the day of cancellation for the provision of the services covered by the OC.

In all such cases, the following cancellation penalties shall be payable by the Client to NRJ GLOBAL:

- between thirty (30) and fifteen (15) days before the service start date: fifty percent (50%) of the total amount of the OC shall be payable to NRJ GLOBAL,
- less than fifteen (15) days before the service start date: one hundred percent (100%) of the total amount of the OC shall be payable to NRJ GLOBAL.

8.2 – By NRJ GLOBAL:

If the OC is cancelled by or because of NRJ GLOBAL for any reason whatsoever (including events outside of its control such as local and/or national restrictions, technical difficulties, reasons of public order, or any other exceptional circumstances, excluding the cases of force majeure listed in Article 14 below), NRJ GLOBAL shall reimburse the Client for any amounts already received (down payments, etc.) in execution of the given OC, with the exception of any costs that NRJ is unable to cancel with its service providers and/or employees. The Client cannot claim any damages from NRJ GLOBAL.

Notwithstanding the above, NRJ GLOBAL shall not be liable under any circumstances for any partial or total failure to execute the OC, or any breach of the OC, resulting from inclement weather, epidemic/pandemic, and/or labour strike. The Client cannot claim any damages from NRJ GLOBAL in this regard, and the amounts indicated in the OC shall remain payable in full by the Client to NRJ GLOBAL. Cancellation insurance can be purchased by the Client to cover the risk of cancellation resulting from inclement weather, labour strikes or a pandemic.

Special additional provisions for station events:

The Client declares that it has been fully informed that certain elements of the station event may still be subject to change on the date on which the OC is signed. It is agreed between the parties that any modification of an element of the station event shall give rise to another proposal that is equivalent in terms of services. Under no circumstances shall modification of elements of the station event be cause for cancellation of the OC by the Client.

9. TERMINATION

The OC may be rightfully terminated in the event that one of the parties fails to uphold any of its obligations under this agreement. In this case, without prejudice to any damages that may be claimed, and in the event that a formal notice via registered letter with acknowledgement of receipt remains without resolution fifteen (15) days after receipt, the other party may terminate the OC without the need for any other formality or the need to request the intervention of a judge.

10. INTELLECTUAL PROPERTY

Neither party shall have any rights of any kind to the brands and other intellectual property rights belonging to the other party, except as expressly provided for in these GTCS. Each party undertakes not to use these rights in any form that has the potential to cause harm to the other party.

Each party must obtain the prior written consent of the other party for any form of communication that makes reference to one or more brands belonging to the latter.

Neither party shall have any rights of any kind to the brands and other intellectual property rights belonging to the other party, except as expressly provided for in these GTCS. Each party undertakes not to use these rights in any form that has the potential to cause harm to the other party.

Each party must obtain the prior written consent of the other party for any form of communication that makes reference to one or more brands belonging to the latter.

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If the service that is the subject of the OC constitutes a work or creation within the meaning of the French Intellectual Property Code, the Client undertakes not to broadcast the work or have it broadcast outside of the geographic region, period of time, terms and conditions, and media platforms strictly defined in the OC or production quote. It undertakes to use the work in accordance with the intellectual property rights that have been granted to them by NRJ GLOBAL in the OC or production quote. Rights to use of the work are valid for one (1) year starting from the first day of broadcast of the work, unless otherwise indicated in the Order Confirmation or production quote. Any usage beyond this period shall be subject to additional invoicing from NRJ GLOBAL and to its prior written consent.

In the event of unauthorised usage (for example, an area of broadcast that differs from the area of broadcast initially provided for in the OC or production quote), NRJ GLOBAL reserves the right to adjust its prices at any time and to send an additional invoice to the Client.

11. SACEM/SPRE ROYALTIES

For “custom” events, the Client in its capacity as organiser agrees to take responsibility for and to pay (i) the royalties due to the authors of the relevant musical works to the SACEM, and (ii) the royalties due to the phonogram producers and performing artists of the relevant recordings to the SPRE, and to pay all fees due to these organisations.

In general, the Client agrees to take responsibility for and to pay all taxes and fees which may be necessary to hold the event (CNV tax, etc.).

The Client indemnifies NRJ GLOBAL against all claims, actions and proceedings on such grounds.

12. TRADEMARK LICENCE

In the event that a trademark license is expressly granted in the OC, it shall be valid (a) in continental France (including Corsica) unless otherwise specified in the OC, and (ii) for the period of time and (iii) on the media platforms expressly indicated in the OC. The trademark licence applies only to the trademark explicitly designated in the OC, with no possibility of modifications to said trademark by the Client, to the exclusion of any other trademark, and covers only the partnership that is the subject of the OC to the exclusion of any other event or activity. The Client agrees not to use the trademark for any other use or on any other media platform than those explicitly indicated in the OC, nor after expiration of the trademark licence. The Client acknowledges that the granted license does not accord it any property right to the trademark and logo in question, and that the latter remain the exclusive property of NRJ or NRJ Group. The Client agrees not to use the trademark with any other trademark not indicated in the OC, without the prior written consent of NRJ GLOBAL. In general, the Client agrees not to do anything that may be harmful or detrimental to the image or reputation of the trademark, NRJ GLOBAL, or any company in the NRJ Group. This non-exclusive trademark licence is granted on a strictly individual basis with the Client, which may not transfer or assign all or part of its rights or obligations resulting from the trademark licence to any other entity whatsoever, even at no cost, without the prior written consent of NRJ GLOBAL.

13. CONFIDENTIALITY

Each party undertakes to maintain the confidentiality of the information and documents regarding the other party to which they may have had access during negotiations prior to signing the OC and when signing and executing the OC. The clauses of the OC are also confidential and may not be published or communicated to third parties without express written authorisation from the other party.

Each of the parties undertakes to only allow access to the confidential information and documents mentioned in this article for members of their staff who are directly involved with their usage for the execution of the OC, and to take all required measures with their staff to preserve the confidentiality of this information vis-à-vis third parties.

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The parties undertake respectively to uphold and cause to be upheld all of the commitments in this article for a duration of five (5) years after the actual expiration of this OC for any reason whatsoever.

These obligations do not apply to information that is in or enters into the public domain or that, as of the date of its communication, is or will be legitimately in the possession of the party that receives it, provided that the party claiming such exceptions is able to provide the necessary proof.

14. FORCE MAJEURE

If, as a result of a case of force majeure, defined as an event (i) outside the control of the party affected by it (ii) which could not be reasonably foreseen at the time when the OC was signed and (iii) the effects of which cannot be avoided by reasonable measures (Art. 1218 of the French Civil Code), NRJ GLOBAL becomes unable to fulfil its obligations, execution of the OC shall be suspended until the end of such inability, with the duration of this suspension being limited to a period of no longer than one (1) month.

If the suspension of the OC due to a case of force majeure exceeds the duration mentioned above, the parties agree to meet in order to reach a solution; if a solution is not reached, the OC shall be rightfully terminated.

NRJ GLOBAL cannot, under any circumstances, be held liable for any non-execution and/or breach of the OC resulting from a case of force majeure, and no damages may be claimed from NRJ Global by the Client for this reason.

15. MISCELLANEOUS PROVISIONS

The fact that one of the parties may not have enforced the application of any clause of these General Terms and Conditions of Sale, whether permanently or temporarily, may not under any circumstances be considered a renunciation by that party of their rights under said clause.

Nullification of one of the articles of these General Terms and Conditions of Sale shall not result in the nullification of the entirety of these General Terms and Conditions of Sale.

16. APPLICABLE LAW AND COURT OF JURISDICTION

The OC and these General Terms and Conditions are governed by French law.

ANY LEGAL DISPUTE ARISING FROM THE INTERPRETATION AND EXECUTION OF THESE GENERAL TERMS AND CONDITIONS OF SALE AND/OR OF THE O.C. SHALL FALL WITHIN THE SOLE JURISDICTION OF THE TRIBUNAL DE COMMERCE DE PARIS (COMMERCIAL COURT OF PARIS).

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CHAPTER 2: INFLUENCE

1. DEFINITIONS

ADVERTISER/CLIENT: final client, beneficiary of the Influence campaign, which seeks to raise awareness of its name, brand, products and/or services through the use of this campaign.

INFLUENCE CAMPAIGN/SERVICE(S): in the digital communication domain, product/service promotion services provided by influencers on the Internet (and on social media in particular).

INFLUENCER: natural or legal person(s) providing influence services on social media and with whom NRJ GLOBAL concludes a contract, consisting of using their visibility, network and reputation to serve the Advertiser. This person expresses a point of view in a specific topic area and according to a personal style identified by their audience.

CONTENT: photographs, videos, and descriptive text provided, created and published by the Influencer, and logos, title effects, hashtags, copyrights, typefaces, and mentions of commercial brands that the Advertiser may ask to have added to the publications.

2. COMMERCIAL TERMS

All Influence campaign reservations must be made in writing by the Advertiser or its agent.

This reservation shall result in NRJ GLOBAL sending an Order Confirmation specific to the Influence Campaign or as part of a Special Ad OC.

This OC must be signed and returned to NRJ GLOBAL within no less than one (1) calendar month before the first date planned for execution of the Influence Services.

These General Terms and Conditions of Sale are applicable as of 1 January 2022. They may be modified by NRJ GLOBAL at any time, subject to prior notice of five (5) calendar days.

3. COMMITMENTS OF NRJ GLOBAL

The Influence Service shall be executed in direct collaboration with project managers at NRJ GLOBAL. It shall be executed in accordance with all texts, laws and regulations in force as of the date of the publication(s), and in accordance with all recommendations, conditions of use of the selected platforms, and customary procedures applicable to this type of activity.

NRJ GLOBAL shall provide a statement of intent to the Client proposing the name of an Influencer whose profile corresponds to the Client's expectations. The identity of this Influencer is not final, even after signature of the relevant OC, and is subject to the influencer's availability and their agreement regarding the services to be provided. If the proposed Influencer is unavailable, NRJ GLOBAL undertakes to propose the name of a new Influencer to the Client, corresponding to the brief and budget previously submitted.

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If it becomes impossible for NRJ GLOBAL to meet its obligations due to local restrictions, technical difficulties, reasons of public order or other exceptional circumstances, whether linked to the Influencer or not, NRJ GLOBAL reserves the right to cancel or to modify all or part of its commitments after informing the Client in writing. NRJ GLOBAL cannot be held liable by the Client in the event that it fails to meet its obligations for the reasons described above, and shall have no claim to payment of damages of any kind. In such a situation, each party shall remain responsible for the expenses already incurred in connection with the OC.

3.1 Validation and modification of Content:

The Client shall submit a brief to NRJ GLOBAL describing the desired characteristics of the Influence Service, which NRJ GLOBAL undertakes to respect with no obligation as to the result.

The Client undertakes to provide the information in the brief template made available for this purpose. The brief shall respect the Influencer's editorial line, in accordance with the guidelines provided by NRJ GLOBAL. Under no circumstances may the Client demand the publication of specific Content by the Influencer. NRJ GLOBAL cannot be held liable in this regard.

NRJ GLOBAL shall not be held liable in any manner whatsoever as a result of the publication of the Content by the Influencer, who remains entirely responsible for managing their own social media presence. NRJ GLOBAL shall not be held responsible for any omissions, errors or faults by the Influencer in their publication of the Content, but shall take the necessary measures with the Influencer:

- prior to publication: to remind them that they are required to respect the advertising ethics rules of the profession, and in particular to declare that the Content is "sponsored",
- and to complement the publication, if necessary.

NRJ GLOBAL undertakes to have the Content published by the Influencer on the dates defined in the OC or defined later by the Client, within the limits of what is agreed to by the Influencer.

For Content approved in advance for any form of public broadcast, the Client shall have a period of thirty-six (36) hours following receipt of the Content to inform NRJ GLOBAL of any required modification to the Content.

Certain specific formats (such as "stories") require validation by the Client on the day that the Content is published. Other formats, such as "live" and "takeover" formats, do not allow for validation prior to publication; the Client expressly acknowledges and accepts this, and releases NRJ GLOBAL from all liability in this regard.

As a professional, the Influencer may, as necessary, make their own independent decisions with regard to the angles, photographs and videos to be taken, or publish Content provided by the Client.

The Content delivered to the Client may not feature any directly or indirectly identifiable persons other than the Influencer themselves, if applicable, unless NRJ GLOBAL has first confirmed the consent of the persons in question.

NRJ GLOBAL shall make its best effort to ensure that no comments are made with regard to the Client that may be considered insulting, abusive, vulgar, defamatory, violent, racist or pornographic, or that represent an affront to human dignity or to public morals and decency.

In the event that comments by one or more Internet users below the published Content are likely to be considered insulting, abusive, vulgar, defamatory, violent, racist or pornographic, or are likely to represent an affront to human dignity or to public morals and decency, NRJ GLOBAL and the Client shall agree on corrective measures to be taken, but NRJ GLOBAL cannot be held liable in any manner whatsoever for such actions.

NRJ GLOBAL shall not have the validated published Content modified or deleted during the duration of the relevant OC or after its expiration, unless expressly requested by the Client in writing. In the latter case, NRJ GLOBAL undertakes to notify the Influencer of the request to delete the published Content within one (1) day following the Client's request.

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3.2 Cancellation/Modification by the Client

The Client may modify, suspend or cancel the Influence Service at any time, provided that it informs NRJ GLOBAL within a reasonable timeframe of its desire to do so. NRJ GLOBAL undertakes to make every effort to modify, suspend or cancel the service in progress. If applicable, the Client shall pay NRJ GLOBAL the amounts due on a pro rata basis for the services actually executed (via the Influencer, in particular), and for any costs that may have been incurred by NRJ GLOBAL as of the date of such cancellation, upon presentation of appropriate supporting documentation.

4. COMMITMENTS OF THE CLIENT

The Client shall make available to NRJ GLOBAL all information and personnel needed for NRJ GLOBAL to ensure the provision of the services to the best of its ability. It undertakes to cooperate with NRJ GLOBAL in good faith with regard to the services, and agrees not to take any actions that will tend to cause direct or indirect harm to NRJ GLOBAL and the Influencer or to their image, good name or reputation.

5. INTELLECTUAL PROPERTY AND IMAGE RIGHTS

5.1 Copyrights and associated rights:

If rights to the Content are to be transferred to the Client, NRJ GLOBAL exclusively transfers to the Client all intellectual property rights relating to the Content for the geographic region, period of time, and media platforms indicated in the specific conditions of the OC, subject to their validation by the Client. In particular, the transferred rights are as follows:

- the right to broadcast the Content or cause it to be broadcast, in whole or in part, for an unlimited number of reproductions and broadcasts, by any method and over any type of network, including digital over-the-air transmission, optical fibre, cable, satellite, xDSL/FTTx, Internet and mobile telephone networks, and more generally over all electronic communication networks, on fixed and/or mobile reception devices, regardless of the broadcast standards, formats, protocols, generations and procedures used, and whether made available to the public upon request or not;

- the right to adapt the Content or cause it to be adapted, in whole or in part, and to make use of these adaptations in all languages and in all forms of media and/or in all modified, abridged or extended forms or integrated into any other work (including all derived works), and/or by all methods currently known or unknown, for the purpose of its mass marketing to the public;
- the right to reproduce the Content and/or adaptations of the Content, or to cause these to be reproduced, in whole or in part, alone or in combination with any other work, in any tangible or intangible form (paper, electronic, digital, computer-readable, etc.) and by all reproduction methods currently known or unknown;
- the right to make the Content, reproductions of the Content, and/or reproductions of adaptations of the Content available to the public, or to cause these to be made available to the public, by all methods and procedures in current use or that may be developed in the future, including by means of sale through traditional distribution channels, via download or data transfer, by hire or lease, etc.

It is expressly stated that the Client may reuse the Content on the Internet (including social media) in combination with any other content, images or text of its choosing, within the scope of the transferred rights. The Content can also be broadcast by the Client on all platforms and all forms of media for internal or external promotion purposes.

The Client undertakes to add the creators' credits to any use or reproduction of the Content.

The transfer of the rights listed above is included in the compensation provided for in the OC.

The Client undertakes to make use of the Content in accordance with all applicable laws, and in particular with the provisions of the French Intellectual Property Code and all provisions relating to copyrights and associated rights, rights to designs and models, and trademark rights.

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5.2. Image rights:

If the Influencer's image rights are to be transferred to the Client, NRJ GLOBAL authorises the Client to use the Influencer's image, pseudonym, voice (if applicable), and first and last name in the geographic regions and media platforms and for the period of time agreed to in the specific conditions of the OC, within the scope of the rights listed below. In particular, NRJ GLOBAL authorises the Client:

- to capture the Influencer's image during and/or as part of the mission, as applicable;
- for the geographic region and period of time indicated in the specific conditions, to reproduce and communicate to the public the Influencer's pseudonym, voice (if applicable), first and last name, and any captures made of their image, together or separately, in whole or in part, by all methods in current use or that may be developed in the future, and in all forms, in particular:
 - on the Client's websites and all other sites authorised by the Client,
 - in all promotional and/or advertising documents, press kits, etc.

for the purpose of using the above for promotional or advertising purposes relating to the services provided, and/or for the purpose of promotion or advertisement of the Client.

The Client undertakes to submit any campaign to use the Influencer's image to NRJ GLOBAL for prior approval.

The Client undertakes to add the Influencer's name to any use or reproduction of the Content.

The transfer of image rights is included in the compensation provided for in the OC.

5.3 Client's intellectual property rights:

The Client warrants that it is the holder of all rights of any kind relating to the visual and/or material elements that it provides to NRJ GLOBAL and/or to the Influencer for the execution of the Influence Service. It grants undisturbed use of these elements to NRJ GLOBAL and to the Influencer, and indemnifies them in this regard against any action of any kind that may be taken by any third party, representative and/or provider as a result of the use of these elements in the context of the OC.

6. FINANCIAL CONDITIONS

In exchange for the Influence Service and the transfer of intellectual property and image rights described in Article 5 above, the Client shall pay NRJ GLOBAL the lump-sum compensation agreed to in the specific conditions of the OC.

In the absence of any clause to the contrary in the specific conditions of the OC, NRJ GLOBAL's compensation shall include all related expenses (travel, transportation, housing and meal expenses, etc.) incurred for execution of the service.

If applicable, the compensation described above shall be increased to include applicable VAT at the legal rate in force.

In the absence of any clause to the contrary in the specific conditions of the OC, the invoice shall be issued upon completion of the Influence Service and payable on the tenth (10th) of the month following the lapse of thirty (30) days from the issuance date.

For any Advertiser that is not registered with the Finance Department of NRJ GLOBAL, or any registered Advertiser without a guarantee as to its financial situation, NRJ GLOBAL reserves the right to request full or partial payment before any service is provided.

In the event of late payment, invoices not paid by the specified deadlines shall automatically be subject to additional billing of late payment interest, calculated at the most recent legal rate on refinancing operations applied by the European Central Bank, plus ten (10) percentage points. A fixed sum of forty euros (€40), set by government decree, shall also be applied for collection costs. If actual collection costs are greater than this fixed sum, the creditor may request additional compensation upon presentation of supporting documentation.

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7. WARRANTIES

The Client shall make available to NRJ GLOBAL all information and personnel needed for NRJ GLOBAL to ensure the provision of the services to the best of its ability. It undertakes to cooperate with NRJ GLOBAL in good faith with regard to the services, and agrees not to take any actions that will tend to cause direct or indirect harm to NRJ GLOBAL and the Influencer or to their image, good name or reputation.

8. LIABILITY

It is understood that execution of the OC is entirely under the responsibility of NRJ GLOBAL, up to the limits of the liability due to the Influencer.

As such, NRJ GLOBAL declares that it has taken out insurance covering the potential damages that it might cause by its own action or by the action of its employees in the course of executing the OC, and shall provide proof of this insurance at the first request from the Advertiser and/or its agent.

Under no circumstances shall NRJ GLOBAL be held liable in the event that any of the following occur:

- any fault, error or omission made by the Influencer personally,
- theft, loss of money and value belonging to the Advertiser or to the participants occurring during the event or operation that is the subject of the OC,
- injury or property damage suffered by the Advertiser or any third party during actions by one or more service providers acting in connection with the OC,
- direct or indirect damage of any kind whatsoever that may affect the objects or materials placed by the Advertiser or the participants during the event or operation that is the subject of the OC,
- direct or indirect damage of any kind whatsoever that the Advertiser or the participants may cause to one or more service providers or their personnel acting in connection with the OC,

- damage caused by the Advertiser or the participants to the materials, equipment and/or premises of one or more service providers acting in connection with the OC. Any repairs or reimbursements that appear to be necessary after the aforementioned damage shall be the sole responsibility of the Advertiser, who undertakes to assume all restoration or replacement costs.

In any event, it is agreed that NRJ GLOBAL's liability in connection with the OC is limited to the amount indicated in the OC, inclusive of all taxes.

For any OC requiring that special authorisation(s) be obtained, or that the Advertiser and/or its agent supply certain elements in order to execute the OC, NRJ GLOBAL will be unable to provide its service if the Advertiser and/or its agent have not obtained said authorisations and/or have not supplied said elements, if said authorisations and/or elements do not comply with the specifications established by the parties, or if they are obtained and/or submitted late. Under these circumstances, the entire price indicated in the OC shall be due for payment by the Advertiser and/or its agent to NRJ GLOBAL.

The Advertiser and/or its agent undertake to assume full responsibility for any claim arising from defects and/or failure of material elements, immaterial elements, and/or services provided by them for the proper execution of the OC, and indemnify NRJ GLOBAL against all claims and/or actions that may be brought against them on such grounds.

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9. TERMINATION

The Order may be rightfully terminated in the event that one of the parties fails to uphold any of its obligations. In this case, without prejudice to any damages that may be claimed, and fifteen (15) days after formal notice given by registered letter with acknowledgement of receipt remains without resolution, the other party may terminate the OC without the need for any other formality or the need to request the intervention of a judge.

10. CONFIDENTIALITY

Each party undertakes to maintain the confidentiality of the information and documents regarding the other party to which they may have had access during negotiations prior to signing the OC and when signing and executing the OC.

The clauses of the OC are also confidential and may not be published or communicated to third parties without express written authorisation from the other party.

Each of the parties undertakes to only allow access to the confidential information and documents mentioned in this article for members of their staff who are directly involved with their usage for the execution of the OC, and to take all required measures with their staff to preserve the confidentiality of this information vis-à-vis third parties.

The parties undertake respectively to uphold and cause to uphold all of the commitments in this article for a duration of five (5) years after the actual expiration of this OC for any reason whatsoever.

These obligations do not apply to information that is in or enters into the public domain or that, as of the date of its communication, is or will be legitimately in the possession of the party that receives it, provided that the party claiming such exceptions is able to provide the necessary proof.

11. FORCE MAJEURE

Neither party shall be held liable for failure to uphold one of its contractual obligations resulting from a case of force majeure, defined as an event (i) outside the control of the party affected by it (ii) which could not be reasonably foreseen at the time when the OC was signed and (iii) the effects of which cannot be avoided by reasonable measures (Art. 1218 of the French Civil Code).

For the duration of the case of force majeure, if the resulting hindrance is temporary (less than two (2) days), the event of force majeure shall suspend the requirement for the party claiming force majeure to execute its obligations, unless the resulting delay justifies the cancellation of the OC (not including the obligation to pay any amounts due for payment under the contract as of the date when the event of force majeure occurred). If the resulting hindrance is permanent or lasts longer than two (2) days, the OC shall be cancelled and the parties shall be released from their obligations, subject to notification of this cancellation by either party. In all such cases, the party affected by the event of force majeure must take all appropriate measures (Art. 1218 of the French Civil Code) to prevent, eliminate or reduce the causes of the delay, and to resume execution of its obligations once the cited event has come to an end.

12. MISCELLANEOUS PROVISIONS

Each party undertakes to maintain the confidentiality of the information and documents regarding the other party to which they may have had access during negotiations prior to signing the OC and when signing and executing the OC.

The clauses of the OC are also confidential and may not be published or communicated to third parties without express written authorisation from the other party.

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Each of the parties undertakes to only allow access to the confidential information and documents mentioned in this article for members of their staff who are directly involved with their usage for the execution of the OC, and to take all required measures with their staff to preserve the confidentiality of this information vis-à-vis third parties.

The parties undertake respectively to uphold and cause to uphold all of the commitments in this article for a duration of five (5) years after the actual expiration of this OC for any reason whatsoever.

These obligations do not apply to information that is in or enters into the public domain or that, as of the date of its communication, is or will be legitimately in the possession of the party that receives it, provided that the party claiming such exceptions is able to provide the necessary proof.

13. APPLICABLE LAW AND COURT OF JURISDICTION

The OC and these General Terms and Conditions of Sale are governed by French law.

Any legal dispute arising from the interpretation and execution of these General Terms and Conditions of Sale and/or of the OC shall fall within the sole jurisdiction of the TRIBUNAL DE COMMERCE DE PARIS (COMMERCIAL COURT OF PARIS).

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CHAPTER 3: SPOT MACHINE

DEFINITIONS

CLIENT: An Advertiser, agent, physical person, or legal entity who has ordered an audio and/or video creation from Spot Machine.

SPOT MACHINE: An audio and video production business owned by NRJ Global SAS, a French company with share capital of €185,988, with its head office located at 22 rue Boileau, 75016 Paris, France, and registered with the Paris RCS trade and companies register under number 329 255 137.

ORDER / ORDER CONFIRMATION: An order from the Client for an audio/and or video creation, resulting in the invoicing of creation and production fees.

CONTRACT: Contractual documents that stipulate the rights and obligations in the relationship between Spot Machine and the Client, i.e. these General Terms and Conditions of Sale, the specific quote prepared by Spot Machine, and/or the Order Confirmation and audio or video production order (brief).

TECHNICAL ELEMENTS: The characteristics of the Audiovisual Work established by the Client in the production order, regarding (but not limited to) the length of the work, the type of voice, the text, the music, etc.

AUDIOVISUAL WORK: The work that is the subject of the Contract, created by Spot Machine upon request from the Client based on the Technical Elements requested by the latter.

1. CONDITIONS OF APPLICATION

Any Order made with Spot Machine for an Audiovisual Work, whether alone or as part of a Special Ad, entails full acceptance of and compliance with these General Terms and Conditions of Sale, without reservation. No special conditions, such as production quotes or production orders received by Spot Machine, or General Terms and Conditions of Purchase from the Client, may supersede the application of or apply concurrently with these General Terms and Conditions of Sale, unless Spot Machine gives its prior agreement in writing.

These General Terms and Conditions may be modified at any time by Spot Machine, subject to prior notice of five (5) calendar days to be provided to the Client. All Orders must be made in writing by the Client. An Order is considered finalised when Spot Machine receives the Order Confirmation or the production quote signed by the Client. Only production quotes and/or Order Confirmations signed and returned by the Client with their company seal shall be accepted.

Agents acting in Advertisers' name and on their behalf must prove their capacity as agents by providing a mandate certificate. Agents shall undertake to inform Spot Machine of provisions of their agency contract that may affect execution of the Order. Agents shall undertake to inform Spot Machine of the termination of their mandate at least one (1) month before the effective date by registered letter with acknowledgement of receipt. The Order Confirmation is solely for the Client; consequently, it cannot be assigned or transferred, even partially, without prior agreement from Spot Machine.

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2. SUBMISSION OF TECHNICAL ELEMENTS

For each Order, the Client shall submit to Spot Machine the Technical Elements approved in advance by Spot Machine, no later than eight (8) business days before the recording session. Otherwise, at the sole discretion of Spot Machine, the Order may either be executed automatically by Spot Machine with no option for the Client to claim non-compliance with its technical instructions, or it may be cancelled; in the latter case, the full amount of the Order shall still be due for payment. In the event that the Technical Elements are submitted late, or that the Technical Elements submitted differ from those stipulated in the production order, Spot Machine reserves the right, depending on the case, to delay the start of execution of the Order or to cancel the Order. In the case of cancellation, fifty percent (50%) of the price from the Order Confirmation shall be due from the Client.

3. LIABILITY

3.1 Liability of the Client:

The Client is solely responsible for the content of the Audiovisual Work that they order from Spot Machine, including data and information regarding their products and services, such as statements about characteristics, performance, prices, any credit and sale conditions, etc. The Client is responsible for all fees and taxes incurred for the setting, reproduction, and/or broadcast of the Audiovisual Work, except for other elements made available by Spot Machine that are not under copyright. If the Client provides musical elements, the Client undertakes to provide to Spot Machine a report of the works that may result in royalty claims upon broadcast. The Client shall personally undertake to acquire all rights of reproduction, performance, adaptation, and usage, and all other intellectual property rights whatsoever, for all Technical Elements (including identifying symbols, signatures, and visual and/or audio works) and, more generally, applicable to the Audiovisual Work. In this regard, the Client guarantees Spot Machine/NRJ Global against all claims, all legal action and/or any legal recourse whatsoever, coming from any third party in any capacity whatsoever, resulting from the creation and/or broadcast of the Audiovisual Work. Spot Machine/NRJ Global cannot be held liable in this regard. In all cases, Spot Machine reserves the right to reject any Technical Elements submitted by the Client.

3.2 Liability of NRJ Global:

It is understood that Spot Machine/NRJ Global may only be held liable for the execution of the service sold and contractually agreed to with the signing of the Order Confirmation and/or of the production quote. In all cases, it is agreed that the liability of Spot Machine/NRJ Global in relation to the Order Confirmation and/or production quote is limited to the total amount, including taxes, of said Order Confirmation and/or production quote.

4. TRANSFER OF USAGE RIGHTS FOR THE AUDIOVISUAL WORK TO THE CLIENT

The Client undertakes to not broadcast the Audiovisual Work or cause it to be broadcast outside of the geographic region, period of time, terms and conditions, and media platforms strictly defined in the Order Confirmation or production quote. It undertakes to use the Audiovisual Work in accordance with the intellectual property rights that have been granted to them by Spot Machine in the Order Confirmation or production quote. Rights to use of the Audiovisual Work are valid for one (1) year starting from the first day of broadcast of the Audiovisual Work, unless otherwise indicated in the Order Confirmation or production quote. Any usage beyond this period shall be subject to additional invoicing from Spot Machine and prior written consent.

In the event of unauthorised usage (for example, an area of broadcast that differs from the area of broadcast initially provided for in the Order Confirmation or production quote), Spot Machine reserves the right to adjust its prices at any time and to send an additional invoice to the Client.

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5. TRADEMARK LICENCE

In the event that a trademark license is expressly granted in the OC, it shall be valid (a) in continental France (including Corsica) unless otherwise specified in the OC, and (ii) for the period of time and (iii) on the media platforms expressly indicated in the OC.

The trademark licence applies only to the trademark explicitly designated in the OC, with no possibility of modifications to said trademark by the Advertiser, to the exclusion of any other trademark, and covers only the partnership that is the subject of the OC to the exclusion of any other event or activity.

The Advertiser agrees not to use the trademark for any other use or on any other media platform than those explicitly indicated in the OC, nor after expiration of the trademark licence. The Advertiser acknowledges that the license granted does not accord it any property right to the trademark and logo in question, and that the latter remain the exclusive property of NRJ or NRJ Group. The Advertiser agrees not to use the trademark with any other trademark not indicated in the OC, without the prior written consent of NRJ Global. In general, the Advertiser agrees not to do anything that may be harmful or detrimental to the image or reputation of the trademark, NRJ Global, or any company in the NRJ Group.

This non-exclusive trademark licence is granted on a strictly individual basis with the Advertiser, which may not transfer or assign all or part of its rights or obligations resulting from the trademark licence to any other entity whatsoever, even at no cost, without the prior written consent of NRJ Global.

6. INVOICING

The invoicing of creation and production fees for the Order follows the current prices on the day of the Order. NRJ Global shall deliver, in the month of execution of the services, an invoice for the amount of the services.

7 PAYMENT

Invoices are payable on the tenth (10th) of the month following a period of thirty (30) days from the invoice date, unless NRJ Global agrees to an exception in writing. In the event of an incident or late payment, NRJ Global reserves the right to cancel or suspend the production(s) in progress, entirely at the fault of the Client.

Early payments shall not result in a discount. Furthermore, under a penalty clause, lump-sum compensation of 10% shall be due in the event of non-payment by the established due date.

In addition, any amount not paid by the due date stipulated on the invoice shall incur interest from the due date until full payment, with the interest calculated at the most recent rate for refinancing operations applied by the European Central Bank, plus ten (10) percentage points, along with a fixed sum of forty euros (€40) applied for collection costs, without any reminder from NRJ Global being required. These additional sums shall be calculated from the day after the due date appearing on the invoice. Notwithstanding Articles 1998 *et seq.* of the French Civil Code, the Advertiser and agent shall be jointly and severally liable for the payment of invoices.

Payments made to the agent shall not release the Advertiser from their payment obligations to NRJ Global. If the agent receives an order to make payment, the agent shall be personally responsible for paying the amount of the invoice and any interest for late payment or other causes in the event that, having previously received the funds from the Advertiser, the agent did not make payment on time to NRJ Global.

NRJ Global reserves the right to modify the payment conditions (in particular, to require full or partial early payment) and to refuse or suspend any production for Advertisers or agents who do not provide sufficient financial guarantees approved by the NRJ Global Administration and Finance Department. NRJ Global may not under any circumstances be held liable for this.

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8. CANCELLATION/MODIFICATION

Any cancellation of an Order by the Client must be sent by post or by email at least three (3) business days before the production date stipulated in the Order and shall be invoiced at fifty percent (50%) of the Contract price.

If a cancellation is received after this time, the Order shall be considered final and the price of the Contract must be paid in full by the Client. Any modification by the Client during creation and/or production may be subject to additional invoicing. In addition, NRJ GLOBAL reserves the right to modify or cancel the OC at any time and for any reason, provided that it informs the Client of its reasons as soon as possible.

NRJ GLOBAL cannot be held liable by the Client in this event, and shall have no claim to payment of damages of any kind. In such a situation, each party shall remain responsible for the expenses already incurred in connection with the OC.

9. TERMINATION

The Order may be rightfully terminated in the event that one of the parties fails to uphold any of its obligations under the Contract. In this case, without prejudice to any damages that may be claimed, and eight (8) days after formal notice given by registered letter with acknowledgement of receipt remains without resolution, the other party may terminate the Order without the need for any other formality or the need to request the intervention of a judge.

10. CONFIDENTIALITY

Each party undertakes to maintain the confidentiality of the information and documents regarding the other party to which they may have had access during negotiations prior to signing the Contract and when signing and executing the Contract. The clauses of the Contract are also confidential and may not be published or communicated to third parties without express written authorisation from the other party.

Each of the parties undertakes to only allow access to the confidential information and documents mentioned in this article for members of their staff who are directly involved with their usage for the execution of the Contract and to take all required measures with their staff to preserve the confidentiality of this information vis-à-vis third parties. The parties undertake respectively to uphold and have upheld all of the commitments in this article for a duration of five (5) years after the Contract effectively expires for any reason whatsoever. These obligations do not apply to information that is in or enters into the public domain or that, as of the date of its communication, is or will be legitimately in the possession of the party that receives it, provided that the party claiming such exceptions is able to provide the necessary proof.

11. FORCE MAJEURE

Neither party shall be held liable for failure to uphold one of its contractual obligations resulting from a case of force majeure, defined as an event (i) outside the control of the party affected by it (ii) which could not be reasonably foreseen at the time when the Contract was signed and (iii) the effects of which cannot be avoided by reasonable measures (Art. 1218 of the French Civil Code).

For the duration of the case of force majeure, if the resulting hindrance is temporary (less than one (1) month), the event of force majeure shall suspend the requirement for the party claiming force majeure to execute its obligations, unless the resulting delay justifies the cancellation of the Contract (not including the obligation to pay any amounts due for payment under the contract as of the date on which the event of force majeure occurred). If the resulting hindrance is permanent or lasts longer than one (1) month, the Contract shall be cancelled and the parties shall be released from their obligations, subject to notification of this cancellation by either party. In all such cases, the party affected by the event of force majeure must take all appropriate measures (Art. 1218 of the French Civil Code) to prevent, eliminate or reduce the causes of the delay, and to resume execution of its obligations once the cited event has come to an end.

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12. MISCELLANEOUS PROVISIONS

The fact that one of the parties may not have enforced the application of any clause of these General Terms and Conditions of Sale, whether permanently or temporarily, may not under any circumstances be considered a renunciation by that party of their rights under said clause.

Nullification of one of the articles of these General Terms and Conditions of Sale shall not result in the nullification of the entirety of these General Terms and Conditions of Sale.

13. CLAIMS AND JURISDICTION

All claims from the Client regarding the Audiovisual Work must be sent to the Spot Machine Department of NRJ Global via registered letter with acknowledgement of receipt within eight (8) days after delivery of the Audiovisual Work.

Any dispute that may arise between NRJ Global and the Client relating to the formation, execution, or interpretation of the Contract, shall fall under the exclusive jurisdiction of the Commercial Court of Paris and shall be resolved in accordance with French law.

This English version of 2022 NRJ'S GENERAL TERMS AND CONDITIONS OF SALE – SPECIAL ADS is only published for information. In case of discrepancy between the French and English version of the 2022 NRJ'S GENERAL TERMS AND CONDITIONS OF SALE – SPECIAL ADS the French version shall prevail.