

# GENERAL TERMS AND CONDITIONS OF SALE

## **1 - GENERAL PROVISIONS**

### **Article 1.1 - Application of the General Terms and Conditions of Sale :**

Any purchase of advertising space by an Advertiser or an Agent, from MEDIA FIGARO (LA REGIE hereafter), from 1st January to 31st December 2024, implies full and complete acceptance of these GTC and of the rates and payment conditions in force on the date of the advertising order.

LA REGIE reserves the right to adapt or modify these GTC at any time. The new GTC shall apply to advertising orders transmitted after the amendment. These GCS apply to all of LA REGIE's commercial activity, with the exception of classified advertising.

The fact that one of the parties has not required the application of any clause of these GTC, whether permanently or temporarily, cannot be considered as a waiver of that party's rights arising from the said clause.

Any condition to the contrary laid down by an Advertiser or its Agent, appearing in particular in its own order forms and/or general conditions of purchase, shall not be binding on LA REGIE.

These General Terms and Conditions of Sale, as well as any acts arising from them, are governed by French law. In the event of a dispute, the courts within the jurisdiction of the Paris Court of Appeal shall have sole jurisdiction.

If any of the provisions of these GCS are held to be invalid or without object, they shall be deemed to be unwritten and shall not invalidate the other provisions.

These GTC also apply to the purchase of spaces in programmatic mode, under the conditions of article 3.5 below. These General Terms and Conditions of Sale (GTCS) also apply to advertising orders (hereinafter "**OI**"), contracts for the purchase of advertising space and 14H Special Operations services on behalf of LA REGIE.

## **Article 1.2 - Definitions :**

**Advertiser:** any legal or natural person who purchases advertising space directly or through a duly authorised intermediary in a Support, by means of an advertising order. An Advertiser who is part of a group of companies is entitled to the conditions applicable to that group (the group being defined as all the companies at least 50% owned by the same legal entity on 1st January 2023).

**Agent:** any professional intermediary acting in the name and on behalf of the Advertiser under the terms of a written mandate contract for the purchase of advertising space.

**Special operation:** any advertising service other than the purchase of traditional advertising space, including the creation of content and formats, as well as non-media and event operations.

**Medium:** any printed publication ("**Print Medium**") and/or any publication accessible on digital media, such as the Internet, tablets and mobile phones in particular ("**Digital Medium**") managed by LA REGIE, in which it is possible to purchase advertising space on the day the order is transmitted.

**Programmatic Sales:** purchase/sale of advertising space on Digital Media, in programmatic mode, in real time, via a technological platform, optimising the purchase and sale of this inventory on the basis of a competitive bidding system for advertising impressions. In this context, the location of the ad is not guaranteed. The sale price is based on the CPM (cost of buying space on the basis of 1,000 page views with ads, i.e. 1,000 impressions). It is possible to set a minimum CPM (reserve price) below which the sale does not take place. The sale is concluded with the bidder who offers the highest bid (if applicable, the reserve price).

**Commercial closure:** site validation date

## **Article 1.3 - Mandate :**

The purchase of advertising space (excluding Programmatic Sales) may be carried out directly by an Advertiser or by an Agent, acting in the name and on behalf of the Advertiser, within the framework of a mandate signed by the Advertiser and his Agent. This mandate must accompany all advertising orders and specify the scope of the mandate granted. It is drawn up for one calendar year, i.e. from 1st January to 31st December 2023.

In accordance with the provisions of Law 93-122 of 29 January 1993, the original invoice is sent by LA REGIE to the Advertiser. A copy is also sent to the Agent for information.

The Advertiser undertakes to inform LA REGIE without delay, by registered letter with acknowledgement of receipt, of any change relating to the mandate entrusted to its Agent.

#### **Article 1.4 - Advertising spaces :**

The advertising space offered is always subject to availability in the Medium concerned, at the time LA REGIE receives the advertising order.

#### **Article 1.5 - Order of advertising :**

All purchases of advertising space in a Medium (excluding Programmatic Sales) or contracts for the provision of Special Operations are subject to an advertising order duly signed by LA REGIE, depending on the availability of the schedule. This order is either sent signed by LA REGIE in response to a booking request made by the Advertiser or his Agent (in which case it must be countersigned by the Advertiser or his Agent), or sent by an Advertiser or his Agent for signature by LA REGIE.

In order to be taken into account by THE REGIE, all orders or confirmations must be validated in accordance with the procedure described above, no later than the commercial closing:

- one week (i.e. five working days) before publication for the Daily ;
- three weeks (i.e. fifteen working days) before publication for Figaro Magazine ;
- one month (i.e. twenty working days) before publication for other weekly publications;

- five weeks (i.e. twenty-five working days) before publication for more frequent publications;
- five working days before the date of publication, for Digital Support ;
- at least 48 hours before the start of design and production work for Special Operations.

Special case of "Ultra Premium" and "Premium" pitches, which must be confirmed by :

1. *Ultras premiums :*

**Figaro Quotidien:** Back cover - Front page positions in the *Actu* section; *Fig Eco* and *Et Vous*: two months (i.e. forty working days) before publication;

**Figaro Magazine:** OBC – Opening spread (OS) - Inserts: two months (i.e. forty working days) before publication;

**Madame Figaro:** OBC - OS1 - OS2 - OS3 - Inserts: three months (sixty working days) before publication;

**TV Mag:** OBC- Inserts: three months (i.e. sixty working days) before publication ;

**Other publications:** three months, i.e. 65 working days.

2. *Commercial closure Premiums :*

**Figaro daily newspaper:** pages 3/5/7 in any format: 15 working days before publication;

**Figaro Magazine :** OS2 - OS3 – the Double page just after the three double page ‘arrêt sur image’ (first part of the magazine) – IFC - IBC - Face Edito - Face table of content - Face Nous et vous - Face arrêt sur image – 1st RHP : one month i.e. 20 working days before publication;

**Madame Figaro:** First DPS Tunnel – 1<sup>st</sup> DP isolated - Face table content - Face édito – 1<sup>st</sup> LHP (left hand page) after editorial – 2<sup>nd</sup> LHP after editorial – 1<sup>st</sup> RHP (right hand page) - IBC (inside back cover) – RHP opening : news, culture, magazine, fashion, beauty : two month, i.e. forty working days before publication ;

**TV Mag:** IFC (inside front cover) - IBC (inside back cover)- 1st RHP (right hand page) - 2nd RHP - 3rd RHP; half page table of content : Two months, i.e. forty working days before publication.

Failure to validate automatically results in the availability of the space previously reserved, which may be allocated to another advertiser.

In the event of a reservation with an option taken on a pitch by an Advertiser and if the same pitch is subsequently the subject of a second option, the first Advertiser has a period of 48 hours, from the time he is informed by THE AGENCY of the existence of a second option, to sign the reservation order for this pitch, failing which he will lose his reservation.

The advertising order duly signed by THE ADVERTISER implies the Advertiser's acceptance of the said order, as well as these GTC.

The advertising order must mention: the name of the Agent (and the name of the person who can commit the Agent for the said advertising insertion), the name of the Advertiser and the marketing-advertising budget manager allocated to the said advertising insertion, the precise nature and name of the product or service to be promoted, the start date of the campaign and its duration, the Media selected, the locations, the targeting criteria reserved and the budget allocated to the insertion in accordance with the tariff in force.

Each order is strictly personal to the Advertiser. It may not be modified without the Advertiser's authorisation and may not be transferred in any form or for any reason whatsoever. However, in the event of a transfer or any other operation involving a successor, the Advertiser is obliged to impose the execution of any current advertising order to his successor, who remains personally liable for the latter's proper execution.

#### **Article 1.6 - Invoicing and payment (excluding Programmatic Sales) :**

THE AGENCY invoices Advertisers in the name and on behalf of the publishers of the Media.

The Advertiser alone is responsible for payment of the advertisements published under the conditions of the current price list, even in the case of a paying Agent. The payment or advance made by the Advertiser to the Agent does not release the Advertiser vis-à-vis LA REGIE. Payment is made before the insertion/broadcast date, on the day the order is submitted.

Regular customers may, with the prior written agreement of LA REGIE, pay their invoices under the conditions set out below:

- by cheque or bank transfer 30 days after the end of

the month on the 10th; Any delay in payment will

automatically result in :

- immediate payment of all invoiced amounts still due and of orders inserted but not yet invoiced;

- cash payment on delivery of the order for any new insertion or suspension of its execution (insertion/broadcasting being subject to payment),

In accordance with Article L.441-10 of the French Commercial Code, invoices not paid by the due date by the Advertiser or its Agent will be subject to late payment penalties calculated at the rate of 12% per annum, pro rata to the number of days late as from the day following the due date on an annual basis of 360 days. In addition, the Advertiser will be billed a minimum fixed indemnity of forty (40) Euros for collection costs as provided for by the French Commercial Code. If the collection costs incurred are greater than forty (40) Euros, the Advertiser will be asked to reimburse them upon justification.

In addition, in the event of an action for recovery and by way of penalty clause, the Advertiser shall be required ipso jure to pay a fixed sum equal to 10% of the principal to be recovered.

All taxes, present or future, are payable by the Advertiser and invoiced in addition. Invoices are payable in Euros in Paris. Bills of exchange do not constitute a novation of, or a waiver of, the jurisdiction clause referred to in paragraph 1.  
article 1.1 above.

### **Article 1.7 - Special case of invoicing and payment of production costs**

The terms of invoicing and payment of technical costs related to production operations are as follows:

- 100% of the technical costs will be invoiced on receipt of the signed order form;
- For technical costs in excess of €25,000, 50% will be invoiced, with payment due on receipt of the invoice. The balance (50%) will be invoiced and paid on delivery of the service.

Method of payment: on receipt of invoice.

If payment is not made in accordance with the conditions set out above, production will be postponed and the cost of postponement will be borne by the Advertiser.

## **Article 1.8 - Reservations :**

**18.1** LA REGIE (or the publishers of the Media) may not be held liable in the event of any fortuitous event, external cause beyond its control or force majeure, as defined by French case law, of a nature to delay or prevent the insertion/broadcasting of an advertisement by virtue of a duly accepted order, under the agreed conditions. Accordingly, the delay or failure to insert/broadcast the advertisement may not justify the cancellation of the order by the Advertiser or give rise to any compensation whatsoever. However, by way of compensation, THE ADVERTISER may, at his convenience and depending on the availability of his schedule, offer the Advertiser a rescheduling of the insertions/broadcasts concerned or extend the broadcasting period by the same amount or offer other forms of advertising space or space in other Media as compensation.

The following in particular are considered to be cases of force majeure: war, riot, strike, destruction of equipment without it being possible for the persons who have it in their care to avoid such destruction, stoppage of the means of communication, requisitions or public order provisions restricting the purpose of the contract or free movement, failure due to a malfunction, **blockage or congestion of the Internet network and/or the Ad server(s) used by LA REGIE.**

**1.8.2** The obligations entered into by LA REGIE in connection with an advertising order may only be entered into vis-à-vis an Advertiser. Consequently, LA REGIE may not be held to any obligation whatsoever vis-à-vis an Agent.

**1.8.3** Trademarks, which are the property of LA REGIE or the publishers of the Media, may not be used in an advertisement, or in any other way, without the prior written authorisation of LA REGIE.

## **Article 1.9 - Promotional offers**

In the case of promotional offers including insertions in Supports "These offers must be published during the same period. The offers are net at the end of the order, i.e. all possible discounts have been deducted (professional discount, cumulative mandate, volume discount) and may under no circumstances be combined with other commercial offers. Offers are reserved for customers who do not have annual contracts and can only be used for the same Advertiser in the same campaign. The offers do not apply to financial advertising and are valid for the period indicated in each offer.

### **Article 1.10- General interest and major causes :**

LA REGIE reserves the right to apply exceptional commercial conditions to all campaigns of general interest and/or campaigns in favour of major causes.

### **Article 1.11- Liability - Refusal to publish/broadcast :**

Advertising messages must be written in French or, where applicable, accompanied by a French translation, in accordance with law no. 94-665 of 4 August 1994. All advertising messages must be clearly presented as advertising and identify the Advertiser. Advertisements must not contain more than one quote from the same Advertiser and/or brand, unless the Advertiser pays a surcharge of 25%.

In accordance with the French Health Law no. 2016-41 of 26 January 2016 and its implementing decree no. 2017-738 of 4 May 2017, the Advertiser undertakes to include the words "retouched photograph" on any advertisement that would show a model whose body appearance has been altered.

The Advertising (whether in the form of text, graphics, photos or video) appears under the sole responsibility of the Advertiser and the Agent, who declare and guarantee that it does not contravene the legislation in force and/or any intellectual property right whatsoever and does not contain any imputation.

defamatory or harmful to third parties. Consequently, the Advertiser and the Agent jointly and severally guarantee LA REGIE and the publisher of the Medium concerned against any action or claim by a third party whatsoever arising from the content of the advertisement.

THE ADVERTISER reserves the right to refuse or suspend any advertisement, without giving any reason, if THE ADVERTISER considers that its nature and/or content appear illicit or contrary to the image of the Medium concerned. This right also applies to hypertext links referring to a site all or part of the content of which is considered to be unlawful or contrary to the image of the Medium concerned. This refusal or decision to suspend publication/broadcasting does not give rise to any right to compensation for the Advertiser (and/or its Agent) and does not exempt it from paying for advertisements already published/broadcast. LA REGIE does not guarantee any number of impressions, whether for Programmatic Sales or private treaty sales.

Under the terms of this contract, the Customer undertakes to comply with the Paper EPR scheme introduced by the Energy Transition Act of 17 August 2015.  
At this

In this respect, the Client undertakes to provide LA REGIE with any information that LA REGIE may request concerning the inserts that it places on the market through LA REGIE. The Client warrants LA REGIE of the accuracy and completeness of the data that it transmits to LA REGIE in this context and guarantees LA REGIE against any recourse so that LA REGIE may under no circumstances be held liable in this respect.

#### **Article 1.12- Comparative advertising :**

The Advertiser wishing to publish/broadcast a comparative advertisement in one of the Media must inform LA REGIE sufficiently in advance to enable LA REGIE to check that no competing brand cited in the comparative advertisement is present in the issue concerned or, in the case of a digital Media, on the date concerned. If this is not the case, THE REGIE is entitled to refuse the comparative advertisement. The aforementioned verification does not constitute validation of the legality of said advertising and consequently does not remove or reduce the guarantee referred to in article 1.10 above.

#### **Article 1.13- Cancellation :**

Any request for modification or total or partial cancellation must be notified to THE ADVERTISER in writing. If it is made after the deadline for validation of the advertising order (see article 1.5), a penalty equal to 75% of the net price of the cancelled orders will automatically be invoiced. In the event of cancellation within less than 15 days of the commercial closing date (cf. article 1.5), the penalty invoiced is equal to 100% of the net amount of the initial order.

#### **Article 1.14- Complaints :**

No claim will be accepted if it is not made in writing within eight days for a Print Medium and within 15 days for a Digital Medium, following the date of the facts that are the subject of the claim. In the event of a claim, the Advertiser or its Agent undertakes to pay the undisputed part of the invoice without delay.

#### **Article 1.15 - Personal data and cookies**

##### ***1.15.1 - Compliance with applicable legislation***

Each of the Parties undertakes to comply with the French Data Protection Act no. 78-17 of 6 January 1978 as amended, European Directive 95/46/EC as transposed into national law, European Regulation no. 2016-679 of 27 April 2016 on the protection of personal data and any legislation or regulation that may replace or supplement them (hereinafter together the "Applicable Regulation").

### **1.15.2 Insertion of tags, cookies or other tracers in advertisements**

Any insertion of tags, cookies or other tracers (hereinafter referred to as "tags") is prohibited.

The use of "Cookies" deposited or inserted in the advertising creations submitted to LA REGIE and/or broadcast on a digital Medium by the Advertiser, its Agent or any other third party acting on behalf of the Advertiser or, more generally, any collection of data from an Internet user consulting the Media is subject to the prior written authorisation of LA REGIE.

The request for authorisation must include at least the characteristics of the Cookie(s), the purposes for which the data is collected via Cookies, the types of data collected, the period of validity of the Cookies, the means of objecting to them, the recipients of the data collected and any other information requested by LA REGIE or, where applicable, by the Publisher of the Digital Media concerned.

The Publisher and LA REGIE may not be considered as issuers or processors of Cookies issued by the Advertiser, its Agent or any other third party acting on their behalf, as the latter alone determine the purposes and means, even in the event that LA REGIE or the Publisher authorises the deposit of Cookies. The Advertiser therefore acts as the party responsible for processing the Cookies that it issues directly or via its Agent or any third party acting on its behalf, and consequently undertakes to comply with the Regulations applicable in this respect.

In addition, in all cases, the Advertiser undertakes to :

- not to collect any data on the Digital Media other than that agreed;
- not to use the data collected on the Digital Media for purposes other than those agreed;
- not to exceed the legal period of validity of Cookies and use of the data collected (13 months);
- never collect sensitive personal data on the Digital Media (in particular data relating to political, philosophical and religious opinions, health, trade union membership, etc.).

(e.g. racial and ethnic origins, sexual orientation of the persons concerned);

- not to collect information with the intention of identifying users of the Digital Media as minors;

- provide users whose data is collected with a confidentiality policy that complies with current regulations;

- immediately remedy any malfunction or security breach resulting from the deposit and/or processing of Cookies

- take all necessary measures to ensure the confidentiality and security of data collected via Cookies.

- impose on its subcontractors the same obligations as those laid down in this Article ;

- provide LA REGIE, at its first request, with any additional information it considers useful concerning the processing carried out.

LA REGIE reserves the right to modify and/or deactivate the Advertiser's Cookies on the Digital Media at any time, particularly if they have been deposited without LA REGIE's authorisation, do not comply with the authorisation given and/or that such filing does not comply with the applicable Regulations, without prejudice to any claim for compensation that may be made by LA REGIE and/or the Publisher.

The Advertiser undertakes to indemnify LA REGIE and the Publisher against all losses, damages and costs arising from or in connection with claims and proceedings relating to a breach of the Advertiser's undertakings under this clause.

## **2 - SPECIAL PROVISIONS FOR PRINT MEDIA**

### **Article 2.1 - Rates**

Advertising orders are invoiced according to the current price list, which can be consulted on request and on the [www.media.figaro.fr](http://www.media.figaro.fr) website. They are expressed in euros excluding tax.

LA REGIE reserves the right to unilaterally modify the rates every six months, including on current quotations, in particular as a function of the cost of paper and/or energy or if new regulations make this necessary, which the parties expressly acknowledge and accept. The modification will be

notified to the Party 1 month before the new tariffs come into force. If the Party does not notify its disagreement with the new tariffs within 8 days of the date on which it receives notification of the changes, it will be deemed to have accepted the new tariff conditions.

Valued Gross" sales are defined as Gross sales valued according to the conditions of location as defined in the price list for the Medium concerned.

The "Gross Purchase Basis before Modulation" turnover is defined as the Gross turnover paid by the Advertiser.

Gross Purchase Basis" sales correspond to "Gross Valued" sales after deduction of modulations, i.e. discounts mentioned as such in offers and commercial products. In addition, any free insertion will be applied in the form of a 100% modulation. The Gross Purchasing Base is used as the basis for calculating the various degressive discounts (volume degressive, accumulation of mandates).

Net Invoiced Space before Professional Discount" is defined as gross annual sales on a purchase basis after application of degressive discounts and before application, where applicable, of the professional discount.

Net Invoiced Space" sales are defined as "Net Invoiced Space" sales before Professional Discount, after application of the professional discount where applicable.

Net Media" is the sum of Net Invoiced Space sales and technical costs where applicable, and before application of taxes.

## **Article 2.2 - Discounts and trade discounts**

For orders executed under an agency agreement, a professional discount of 15% is applied to the net turnover excluding VAT, after application of any modulations and degressives. Under no circumstances may the professional discount be applied to technical costs.

The discounts apply under the conditions described for each Print Media in the corresponding price brochure. Consequently, the discounts defined below do not necessarily apply to all the Media marketed by LA REGIE.

Modulations to commercial offers apply to the annual "Gross Basis of Purchase before modulation" excluding VAT on the date of publication.

Discounts are calculated and applied on the basis of annual "Gross Sales" excluding VAT on the date of publication.

The volume discount applies to the Advertiser or its group on the basis of the "Gross Purchase Basis" rate applied by the Customer or its Agent(s) on its behalf under the strict terms of these GCS. Its rate is based on the scale shown on the Support's price list.

The "accumulation of mandates" degressive rate will be awarded to a Contractor who has at least 2 Advertisers who do not belong to the same group for whom he is responsible for purchasing advertising space and managing orders; the group being defined as all the companies at least 50% owned by the same legal entity on 1 January 2023. The discount rate is based on the scale shown on the Support's price brochure. The discount rate is calculated on the basis of the "Gross Purchase Basis". If the Agent belongs to a group of agents, the "Gross Purchase Basis" turnover used will be that of the group to which it belongs. The degressive discount for the accumulation of mandates is added to the volume degressive discount, before the professional discount. It is subject to compliance with payment deadlines.

Commercial news" does not qualify for any discounts or rebates, apart from the Professional Discount where applicable.

### **Article 2.3 - Technical elements - Deadlines :**

None of the publishers of the Media may be held responsible for the illegibility of an ad composed in a size smaller than 8. The technical elements are the responsibility of the Advertiser.

Any press proof not returned within 48 hours shall be interpreted as an agreement by the Advertiser, such that LA REGIE may not be held liable in this respect. LA REGIE declines all liability for items (such as files, computer media, etc.) submitted by the Advertiser or his Agent and not removed within two months of the last insertion.

All inserting operations are validated only after receipt of three blank mock-ups, in the printing paper, to be delivered to : LA REGIE  
/Production: 3 bis, rue Pillet-Will 75009 Paris.

In addition, 10 copies of the finished insert must be sent to the same address 15 days before the publication date. Quality of reproduction

is not guaranteed if technical elements are received after the deadline: 3 weeks before publication for magazines, 10 days for Figaroscope and 72 hours for Figaro Quotidien and its supplements.

All editorial advertising must be preceded by the word "PUBLICITÉ" or "COMMUNIQUÉ".

No advertising is permitted on a format smaller than the modules defined on each of the physical media (booklets) and mentioned in the attached price brochures.

#### **Article 2.4 - Commercial offers :**

Offers may under no circumstances give entitlement to a preferential position, unless explicitly stated otherwise in the offer. Offers  
The terms "context" and "context" are in floating date & location except "context Figaro Quotidien specified". Publication as part of an offer may be excluded on certain dates specified in the offer itself.

#### **Article 2.5 - Specific conditions for annual financial communication contracts :**

This refers to the contractual surface area agreed for a period of 12 months, calendar or non-calendar, and is reserved for the regular communication of listed or unlisted companies and UCITS. Financial transactions and "corporate" or "institutional" campaigns as part of a financial transaction are therefore purchased on a one-off basis, i.e. according to the price scale for each type of site.

Any additional contract will be invoiced at the same rate as the initial contract. The annual contract is invoiced on receipt of the advertising order and at the latest on the first insertion.

Annual contracts cannot give entitlement to the discounts indicated in the GCS other than the accumulation of mandates and the professional discount. Furthermore, they do not allow the volume discount grid to be increased by other purchases.

For any cancellation of annual contracts that have already been inserted, the price invoiced will be that of one-off purchases at the current rates. Unused space at the end of the contract will either be carried over to the next contract and used within 30 days, or lost if the amounts invested are not renewed.  
Termination or non-renewal

annual UCITS listing contracts must be notified to LA REGIE by registered letter with acknowledgement of receipt 2 months before the end date of the annual contract, failing which the contract will be tacitly renewed under the conditions of the previous contract.

For annual UCITS listing contracts, the Advertiser is responsible for transmitting the data, and LA REGIE may under no circumstances be held liable for any failure to update the published data.

In the case of any group contract, the largest discount granted to one of the entities in the group will be applied to all the companies in the group in which it has a shareholding of more than 50%. However, areas purchased by several subsidiaries of the same group cannot be added together to determine the reference rate. A "Financial Information" contract and a UCITS contract cannot be combined to determine the reference rate.

### **3 - SPECIAL PROVISIONS FOR DIGITAL MEDIA**

#### **Article 4.1 - Prices :**

Advertising orders are invoiced on the basis of the current gross rates (excluding VAT) published on each of the Internet, mobile and tablet sites marketed by LA RÉGIE. They are available on request and can be consulted at  
website: [www.media.figaro.fr](http://www.media.figaro.fr).

LA RÉGIE reserves the right to modify the current rates and their conditions of application at any time, subject to one week's notice. Updated rates are available on the website: [www.media.figaro.fr](http://www.media.figaro.fr).

The tariff price includes one placement online and, where applicable, one modification to the campaign creations per 15-day period at the most. The price also includes, subject to LA REGIE obtaining authorisation from the Editor of the site, mobile or tablet, the possibility of  
for the Advertiser to create a hypertext link to its Internet site and to have access to the statistics of its advertising campaign.

In the event of price changes, the new rates will apply to all advertising orders placed after their publication on the site.

#### **Article 3.2 - Reduction for multiple mandates and professional discount :**

A professional discount of 15% is applied to orders executed under an agency contract, after application of mark-ups and/or commercial discounts and, where applicable, a degressive discount for multiple mandates.

If the Agent belongs to a group of agents, the basis for calculating the number of directorships held will be that of the group to which it belongs; the group being defined as all companies at least 50% owned by the same legal entity on 1 January 2023. Under no circumstances may the professional discount cover technical expenses.

### **Article 3.3 - Commercial offers :**

The offers are available in general rotation with the possibility of thematic targeting, in classic IAB formats or formats specific to Media Figaro, and do not give the right to optimisation during the campaign, unless explicitly stated otherwise in the presentation of the offers. The provisions relating to offers including mobile and/or tablet devices (methods, formats, volumes, prices) are valid only for the versions of the applications in force when the said offers are put in place.

### **Article 3.4 - Execution of advertising orders :**

**3.4.1 - Technical elements:** the technical elements, including the visual of the banners for any image hosted by another server ("Redirect"), must be made available to THE REGIE no later than three (3) days before the date of first publication online stipulated in the advertising order for standard IAB formats in a format that complies with the technical specifications set by THE ADVERTISING AGENCY.

In the case of specific and/or event formats, these must be supplied 5 days before the start of the campaign to ensure that they are distributed correctly.

No compensation may be claimed following a delay in delivery of the creation by the client (i.e. in the event of non-delivery of the creation on the agreed date or in the event of delivery of a creation that does not comply with the technical specifications requested). Any delay in the delivery of elements releases LA REGIE from the commitment to deliver the volume over the contractual period, and LA REGIE will invoice the full volume reserved in the contractual period. the advertising order for sites purchased on an exclusive basis or with a high Share of Voice (SOS).

For IAB formats, delivery of creatives (specific to LA REGIE) up to 24 hours before the broadcast date will incur a penalty charge. daily (€200). If delivery is made less than 24 hours before the broadcast date and the campaign cannot be put online on the desired date, 80% of the net amount purchased will be invoiced.

For event formats: a daily penalty of €200 will be charged for delivery of creative (with LA REGIE specifications) up to 5 working days before the broadcast date. Less than 5 days before the broadcast date, 80% of the net amount purchased will be invoiced.

LA REGIE may not be held liable in the event of a failure in the representation of the elements due to a malfunction or congestion of the Internet network, or a malfunction of the "Ad server", which are assimilated to cases of force majeure as defined in article 1.7(a) above.

**3.4.2 - Advertising space:** The advertising space offered by LA REGIE in the advertising order is always subject to the number of pages viewed at the time of receipt of confirmation of the advertising order.

In the event that the advertising space proposed in the advertising order cannot be respected, THE ADVERTISER will make its best efforts to provide the Advertiser with another space of equivalent value. If the site thus offered is not suitable for the Advertiser, the latter will be entitled to cancel his order, without compensation.

**3.4.3 - Advertising messages - Modifications:** apart from placing the Advertiser's advertising campaign on line and modifying its creative per 15-day period, LA REGIE reserves the right to refuse any new placement on line and/or modification of creative(s) requested by the Advertiser. In the event of acceptance by LA REGIE, the new posting or modification of creation(s) may give rise to an increase of 10% in the price of the advertisement. For any image hosted on another server ("Redirect"), LA REGIE must be notified 24 hours in advance of any interruption or break in the links.

**3.4.4 - Cancellation of advertising orders:** in order to be accepted, any request to cancel an advertising order must be sent in writing to LA REGIE.

If the Advertiser requests cancellation :

- Up to 15 working days before the broadcast date: no charge;
- 15 days to 5 days before the broadcast date: invoicing of 40% to 60% of the amount of the cancelled advertising order;

- Less than 5 days before the broadcast date: invoicing of 70% to 90% of the amount of the cancelled advertising order.

**3.4.5 - Suspension of transmission:** in the event of a request from an Advertiser to suspend the transmission of the advertisement, the advertising order will be cancelled by LA REGIE and the full price of the advertisement in question will nevertheless be invoiced to the Advertiser.

**3.4.6- Campaign postponement costs :**

- Up to 15 working days before the broadcast date: no charge;

- From 15 days to 5 days before the broadcast date: invoicing of 20% to 40% of the amount of the delayed advertising order

- Less than 5 days before the broadcast date: invoicing of 40% to 60% of the amount of the delayed advertising order

**3.4.7- Delayed delivery of components :**

No compensation may be claimed following a delay in delivery of the creation by the customer.

Any delay in the delivery of the elements releases LA REGIE from the volume delivery commitment for the contractual period.

THE ADVERTISING AGENCY invoices the full volume reserved on the advertising order for sites purchased on an exclusive basis or with a high POS.

**Article 3.5 - Special case of Programmatic Sales :**

THE ADVERTISER makes available to Advertisers and their Agents one or more automated virtual technological platforms that put buyers and sellers of Internet advertising in direct contact with each other, based on a variable price and/or space.

Users of these platforms who are not Advertisers therefore expressly acknowledge that, in this case, they are in a position to offer advertising space for sale in the same way as an advertising network. These parties therefore undertake to comply with the terms of use of these platforms and with the provisions applicable in France to the purchase of advertising space (in particular those of the Sapin Law of 29 January 1993). Notwithstanding any provision to the contrary in the GCS, Programmatic Sales will be invoiced to Advertisers by the said parties and will be payable within the legal deadlines.

**Articles 3.6 - Billing (excluding programmatic billing)**

Invoicing will take into account the duration of the campaign, i.e. :

- For campaigns lasting less than 3 months, invoicing will take place at the end of the campaign;
- For campaigns lasting more than 3 months: invoicing will be done on a quarterly basis and then at the end of the campaign for the remainder.

### **Article 3.7 - Complaints :**

It is understood that LA REGIE's campaign management tool is the authentic tool between LA REGIE, on the one hand, and the Advertiser and the Agent, on the other. Any complaints relating to the broadcasting of a campaign may not be taken into account by THE REGIE if they are not the result of a control carried out by THE REGIE.

jointly by the Advertiser and an employee of LA REGIE. Complaints of any kind will only be received in writing and within a maximum period of fifteen days after the date of the invoice.

## **4 - SPECIAL PROVISIONS FOR SPECIAL OPERATIONS**

### **Article 4.1 - Advertiser's obligation**

In order to enable LA REGIE to design and produce the Content(s) within the framework of Special Operations, the Client/Advertiser undertakes to provide its specifications as well as the elements of the graphic charter necessary for the production of the Media (colour palette, logo, etc.) within the deadlines indicated in the schedule agreed with the production teams. More generally, the Client undertakes to collaborate and to make available to LA REGIE's teams the information, documents, resources and/or elements required to produce the Content(s).

LA REGIE may under no circumstances be held liable in the event of a delay in putting the Special Promotion online due to a delay in the delivery or validation of the elements to be provided by the Advertiser or its Agent. In this case, it is also agreed that LA REGIE cannot be held responsible for the failure to achieve, within the timeframe initially planned, the objectives agreed with the Advertiser or its Agent in the context of the execution of the Special Operation.

### **Article 4.2 - Special case of billing and payment of Technical and Production Costs:**

The terms and conditions for invoicing and payment of Technical Expenses relating to production operations are as follows:

- 100% of the Technical Costs will be invoiced on receipt of the signed order form.
- For Technical Expenses in excess of €25,000, 50% will be invoiced, with payment due on receipt of the invoice. The balance (50%) will be invoiced and paid on delivery of the service.

Method of payment: on receipt of invoice.

If payment is not made in accordance with the conditions defined above, production will be postponed and the cost of postponement will be borne by the Advertiser.

#### **Article 4.3 - Cancellation costs with Media and Technical costs / Production costs**

On the Media part: if the request for total or partial cancellation of the said Operation is made less than four (4) weeks before the date on which the Campaign is to be put online / Published, as indicated in the Insertion Order.

media, the order cannot be cancelled and the Net Amount specified in the Insertion Order is payable in full.

If the request is made more than four (4) weeks before the date on which the Campaign is to be placed online / Published, it will only be accepted in return for compensation equal to fifty percent (50%) of the Net Amount provided for the Insertion.

Similarly, in the event of total or partial cancellation, the technical costs / production costs borne by the Régie in connection with Special Operations and/or Content Creation will be payable on the basis of the costs actually incurred by the Agency on the date of cancellation by the Advertiser or its Agent.

#### **Article 4.4 - Specific features of Event-type Special Operations**

In the event of a shift: Once an event date has been chosen and validated by all the parties, it will no longer be possible to change it without the payment of an additional cost of thirty per cent (30%) of the price of the event. the total amount (excluding VAT) of the signed Insertion Order and payment in full of the costs already incurred (booking of speakers, venues, etc.).

In the event of cancellation: If the request for total or partial cancellation of the said Campaign is made less than five (5) weeks before the date of the event as indicated in the Insertion Order, the order cannot be cancelled and the Net Amount provided for in the Insertion Order is payable in full.

If the request is made more than five (5) weeks before the date of  
In the event of cancellation by the Advertiser or its Agent, the technical costs / production costs / set design costs / talent and influence costs borne by the Agency in connection with the staging of the event will be payable to the Agency pro rata to the costs actually incurred by it on the day of cancellation by the Advertiser or its Agent.

#### **Article 4.5 - Verification / Conformity of Content**

In the event that the Advertiser instructs LA REGIE to design and/or supply technical elements and/or creations necessary for the broadcast of the Advertising linked to the Special Promotion, LA REGIE will submit these elements for verification and prior validation by the Advertiser. The Advertiser remains solely responsible for verifying that the Special Promotion complies with the legislation specific to the Advertiser's activity.

In any event, the Advertiser remains entirely responsible for the information that it sends to the Advertiser concerning the names, composition, qualities and performance of its products and services promoted in the Special Promotion. In this respect, the Advertiser undertakes to check the claims made about its own products and services.

The Advertiser guarantees the Régie, the Publishers, their legal representatives and their publication directors against any damages that may be awarded against them as a result of a claim related to non-compliance with the legislation specific to the Advertiser's activity and/or against the consequences of any action arising from the inaccuracy of the information provided by the Advertiser concerning its products or services.

#### **Article 4.6 - Exploitation and Intellectual Property**

In addition, the Advertiser shall bear all costs relating to the production and/or use of the elements which it entrusts to the Management Company to supply and/or produce, under the conditions agreed between the parties. The amount of these costs will be invoiced to the Advertiser. These elements may be protected by the rights of the Management Company or third parties.

Unless otherwise specified

The Advertiser will not become the assignee of any right over these elements.

These technical elements and/or creations may only be used for the sole purpose of broadcasting them, without modification, within the Advertiser's message and/or Special Promotion for which these elements have been supplied.

by the Régie only in advertising space purchased from the Régie for the purposes of the special operation and only in the format, territory and broadcast duration agreed with the Régie.

If necessary, additional limits to this exploitation may be specified in the Special Operation contract.

Any use not expressly authorised and/or outside the limits of use authorised by written contract by the Régie is strictly prohibited.

#### **Article 4.7 - Competitions and data processed as part of Special Operations :**

Where the Special Promotion is linked to a game (promotional lotteries, competitions, etc.) organised by the Publisher (in partnership with the Advertiser, where applicable), the Parties will draw up a set of rules for the Game, which will be published on the relevant Digital Medium, and will agree on the terms of the information to be included on the Game form at the time of collection, in accordance with the Personal Data Protection Act.

#### **Article 4.8 - Communication :**

Unless otherwise specified in writing by the Advertiser or the Agent in the Advertising Order or the specific contract concluded, the Advertiser grants the following rights to the Advertising Network free of charge, which he guarantees to have: the rights to reproduce, represent and adapt the Advertising that he provides directly.

or indirectly, in whole or in part on any medium and by any means for the purposes of information, communication and promotion of the Régie's activities to all customers and prospective customers, in particular as an example of production, for the entire duration of the Special Promotion for which the Advertising elements were supplied and for 3 years from the end of this Special

Promotion.

Authorisation granted to the Agency, for the purposes of its communication, to mention its name and/or brand, so that the Advertiser is presented as a partner of the Agency on the latter's commercial and promotional documents(including Social Networks).

for the entire duration of the Special Promotion for which the Advertising elements were supplied and for 3 years from the end of this Special Promotion.

Authorisation granted to the Agency, for the purposes of its communication, to mention its name and/or brand, so that the Advertiser is presented as a partner of the Agency on the latter's commercial and promotional documents (including Social Networks).