

General terms and conditions of sale France - Infopro Digital Stories (last update 02.2023)

IPD, a French simplified joint stock company ["*Société par actions simplifiée*"] with capital of € 10,144,256 registered with the Nanterre Trade and Companies Register under number 490 727 633 and whose registered office is 10 Place du Général de Gaulle 92160 Antony (hereinafter **IPD**) offers services for the provision and/or distribution of content on behalf of clients (articles, leaflets, white books, audio and audiovisual recordings, social media posts, photographic reports, etc.) designed to improve their communication.

These General Terms and Conditions of Sale (the "GTCS") constitute the contract ("**the Contract**", together with the Purchase Order entered into by the Client, and define all the obligations of IPD and the Client ("the Parties") to the exclusion of all other documents and in particular any general or specific terms and conditions issued by the Client.

By signing and thus accepting the General Terms and Conditions of Sale, the signatory acknowledges being either the legal representative of the Client or being duly authorised by the legal representative of the Client to accept these General Terms and Conditions of Sale in its name and on its behalf.

Article 1 - Definitions

Client: any professional, legal entity or natural person, who or which has signed a Purchase Order and the General Terms and Conditions of Sale on his own behalf or on behalf of an end client who he represents.

When the Client is acting as an end client's representative, the name of the end client is indicated in the Purchase Order. In this case, the Client and its end client, whose full compliance with these General Terms and Conditions of Sale they guarantee, are collectively referred to as "the Client".

Content: any text, illustration, photograph, etc. that the Client may give to IPD for inclusion in the Deliverables (with or without modifications) and more generally for the provision of the Services.

Deliverables: Depending on the scope of the services defined in the Purchase Order, the Deliverables include articles, leaflets, white books, audio and/or audiovisual recordings, social media posts, photographic reports, etc. produced by IPD on behalf of the Client.

Service(s): services ordered by the Client from IPD and described in the Purchase Order associated with these GTCS.

Article 2 - The Parties' Obligations

2.1 IPD's Obligations

- a) IPD undertakes to perform the Services in accordance with best practice. Deliverables shall be delivered to the Client in Word, Excel, Powerpoint, PDF, Mp3 or Mp4 (for audio and video services) files or high and low definition digital files depending on the Deliverable concerned.
- b) When the Services ordered include the production and provision of written content intended to be published regardless of the medium, IPD undertakes to draft and incorporate the modifications requested by the Client until final approval and to deliver the number of pages ordered on the subject defined jointly with the Client, it being specified that a page contains a maximum of 1,500 characters including spaces.
- c) When the Services ordered include the production and provision of audio recordings, IPD undertakes to draft the script or production book on the subject defined jointly with the Client until its final approval, prepare the recording and produce it, deliver the edited audio file and make the modifications requested by the Client until its final approval.

- d) When the Services ordered include the production and provision of audiovisual recordings, IPD undertakes to devise and produce the script in agreement with the Client, prepare and perform the filming and video editing and make the modifications requested by the Client until the approved completion of the editing for the Deliverable in Mp4 format.
These Services may include the services of any "voice" actors, if explicitly stipulated in the Purchase Order.
- e) Unless otherwise provided for in the Purchase Order, the date or the period for providing or delivering the Services stipulated in the Purchase Order by IPD is only indicative.
In all cases where IPD undertakes to make changes to the interim or final Deliverable until the Client's final approval, the implementation of such changes should involve a reasonable number of discussions.

2.2 The Client's obligations

The Client agrees to pay the agreed price, comply with the schedules, deadlines and procedures for the supply of Content/approval/press proofs agreed with IPD.

Any Contract signed by the Client is a firm and irrevocable undertaking of an order for the Client. If Content is not provided or Deliverable not validated within the time limits and under conditions that are given, preventing or delaying delivery of the Services by IPD, the Client remains bound to pay all sums due under the Purchase Order according to the schedule initially provided and no reduction or partial or total refund of the price will be due to the Client.

2.3 The provision of the Services is based on the collaboration of the Parties, particularly for the preparation and finalisation of the preparatory elements for the performance of each Service and the interim and/or final approval and/or signature of the press proof approval of the Services requiring it.

IPD's ability to perform the Services in accordance with the Contract is therefore directly linked to the provision by the Client, on a regular basis and in accordance with the agreed timetable, of all of the documents, materials, information and Content necessary for the performance of the Services, as well as its approval or press proof approval for the Services concerned before their eventual implementation by IPD.

Article 3 - Intellectual Property

3.1 Assignments of intellectual property rights over the Deliverables provided by IPD to the Client in return for the payment in full of the agreed price are, unless expressly stated in the Purchase Order, the following:

a) Editorial content

i) articles, white books and social media posts: When the Services include the conception and production of articles, white books and/or social media posts on behalf of the Client, the exploitation rights (reproduction, translation, adaptation, representation in whole or in part) of the text content prepared and provided by IPD are exclusively assigned to the Client (or its sole principal when the Client is acting as a representative), worldwide, on all media and for the entire duration of the intellectual property protection.

Exploitation rights relating to the purchase of art (photographs, illustrations, infographics) are expressly excluded from this assignment and shall be the subject of a separate agreement between IPD and the Client.

ii) advertorials and leaflets: When the Services include the conception and production of advertorials and/or leaflets on behalf of the Client, the exploitation rights over the texts (reproduction, translation, adaptation, representation in whole or in part) of advertorials and/or

leaflets prepared and provided by IPD are exclusively assigned to the Client (or its sole principal when the Client is acting as a representative), worldwide, on all media and for the entire duration of the intellectual property protection, **with the exception of:**

- the exploitation rights relating to the purchase of art (photographs, illustrations, infographics) which shall be the subject of a separate agreement between IPD and the Client,
- and layout which remain the sole property of IPD and cannot therefore be reused by the Client.

b) Audio and/or audiovisual recordings

When the Services include the production of a video and/or audio recording on behalf of the Client, the exploitation rights (reproduction and representation in its current form only, to the exclusion of any adaptation, editing or cutting thereof) are exclusively assigned to the Client (or its sole principal when the Client is acting as a representative), worldwide, on all media and for the entire duration of the intellectual property protection.

As an exception to the above, for audio or audiovisual recordings involving one or more actors and/or music, the licensing terms of the rights (duration, territory, media) shall be the subject of a specific agreement between the Parties.

The above rights assigned to the Client (or its principal) exclude any right to the image/sound of any authors of testimonials reproduced in the audio/audiovisual recordings. The Client shall be solely responsible for obtaining the authorisation of the people involved.

c) Photographic reports

When the Services include the production of one or several photographic reports not linked to editorial content produced by IPD on behalf of the Client, the terms of the transfer or concession of the related exploitation rights (duration, territory, media) to the Client (or its sole principal when the Client is acting as a representative) shall be the subject of a specific agreement between the Parties which shall be detailed in the Purchase Order or separately.

In all cases :

- the moral rights of the author of the photographic report, which are non-transferable, will remain the sole property of the latter.
- Any reproduction or representation must mention the credits (name of the photographer as communicated to the Client by IPD).
- The exploitation of the rights assigned or licensed will be made under the sole responsibility of the Client (or of its principal when the Client acts as a representative).

3.2 IPD declares that it holds all of the above rights assigned or licensed to the Client (or its principal) and indemnifies it against any claims in this respect.

In turn, the Client indemnifies IPD against any claims of any kind whatsoever concerning the Content given by it to IPD for its use or integration (with or without modifications) in the Deliverables and more generally in order to provide the Services.

However, this Contract does not lead to any transfer of ownership of the Content for the benefit of IPD.

3.3 No rights other than those expressly assigned or licensed above - and within the limits described above - are transferred to the Client under the performance of the Contract. This restriction applies in particular to any right relating to the trading names, trademarks, domain names or any other distinctive symbols belonging to IPD or any of the companies within the *INFOPRO DIGITAL®* group, over all or part of IPD's websites or any others belonging to companies within the *INFOPRO DIGITAL®* Group, including, in particular, their structures and content (texts, logos, images, layouts, databases, forums, etc.), which remain the sole property of IPD or the companies within the *INFOPRO DIGITAL®* group to which they belong.

- 3.4** Each Party grants the other a licence to use its trademarks, names or logos free of charge for the sole purpose of performing the Services.

Article 4 - Financial Terms and Conditions

- 4.1** The prices are described in the Purchase Order. They are shown without taxes. They include, on a fixed and definitive basis, the assignment or license of intellectual property rights as described in Article 3 above, **excluding any purchases of art and specific licences required.** Any additional service not expressly referred to in the Purchase Order shall be separately invoiced based on a quotation submitted to the Client.
- 4.2** Invoices shall be issued according to the schedule on the Purchase Order or otherwise at the time of delivering of the last of the Services provided for in the said Purchase Order.

Unless otherwise stated on the Purchase Order, the payment term is 30 days from the date of the invoice.

Any delay in the delivery of the Services not exclusively attributable to IPD shall result in the invoicing of the Services according to the dates initially planned.

In accordance with legal and regulatory requirements, late-payment penalties shall be applied if payment of the amounts due is made after the time-limit stated above. These penalties, of an amount equal to the last rate applied by the Central European Bank +10 points, shall start to run 15 days after no response to a formal notice. The applicable rate during the first half-year of the year concerned is the rate in force on 1 January of the year in question and that applicable for the second half-year of the year concerned is the rate in force on 1 July of the year in question. Furthermore, a fixed fee of €40 for recovery costs may be claimed.

In the event of non-payment of a single invoice by its due date, IPD may, thirty (30) days after no response to a formal notice, demand immediate payment of all sums still owed to it by the Client. IPD may also suspend or terminate the Contact in accordance with Article 5.2 below.

Notwithstanding the provisions of Article 1342-10 of the French Civil Code, it is expressly agreed that in the event that several invoices are due and that the Client makes a partial payment, IPD shall be free to impute the said payment as it sees fit.

- 4.3** When the Client signing the Purchase Order is acting as the representative of an end client, the end client shall in any event remain liable for payment, particularly in the event of default by its representative for which it is jointly and severally liable.

Article 5 - Duration of the Contract

- 5.1** The Contract shall enter into force from the signing of the Purchase Order for the duration required by each Party to perform its obligations.
- 5.2** Should the Client fail to comply with any of its obligations under the Contract, IPD shall have the right to suspend, without prior formal notice, the performance in full or part of the Contract until the breach identified is remedied. The Parties agree that this suspension cannot be deemed to be a termination of the Contract by IPD's act, nor shall this entitle the Client to any right to compensation whatsoever.

Moreover, in case of the Client's failure to fulfill any of its obligations, not remedied within a period of fifteen days of a formal notice sent by registered letter with acknowledgement of receipt, this Contract will be terminated, at IPD's discretion, *ipso jure*, with no judicial formality and without prior notice, without prejudice to any damages that IPD may claim.

- 5.3** In all cases, if, due to a failure on the part of the Client alone to fulfil its obligations (failure to transmit Content, failure to validate Deliverables transmitted by IPD, etc.) and despite IPD's

reminders, the Services have not been performed within a period of twelve months following the signing of the Purchase Order, the Services ordered but not used or which IPD has not been able to perform as a result will be definitively lost. They may not be carried over to a new Purchase Order, nor may they be reimbursed or give rise to any compensation whatsoever, but will be invoiced in full by IPD to the Client and will be payable by the Client.

- 5.4** The Client may decide at any time and without reason to terminate the Services without being able to claim any reduction and/or partial or total refund of the price. In this case, the full price stated in the Purchase Order will remain payable to IPD.

Article 6 - Force Majeure

With the exception of payment obligations, none of the Parties may be held responsible for a breach of its obligations should such a breach result from an event of force majeure as defined by the applicable law and interpreted by the competent courts including, in particular, any government decision. The following are also contractually regarded as cases of force majeure: any government or administrative decision such as the withdrawal or suspension of any authorizations whatsoever, trade restrictive measures and sanctions implemented by the United Nations, the European Union and its member states, the United States, the United Kingdom and, where applicable, any jurisdiction in which this Contract is to be performed, a total or partial strike, internal or external to the company, a fire, flood, natural disaster, earthquake, act of terrorism, state of war, epidemic, pandemic, total or partial interruption or blockage of telecommunications or electrical networks, computer hacking ("**Force Majeure**").

The Party experiencing the Force Majeure event must immediately inform the other Party by all appropriate means of the impossibility of fulfilling its obligations.

The Force Majeure event suspends the fulfillment of obligations. The Party whose performance has been delayed shall make every reasonable commercial effort to minimize the effects of Force Majeure.

In these circumstances, any delay in the performance of the Services cannot justify termination of the Purchase Order, nor can it give rise to compensation, and can in no case excuse the Client from payment for the Services effectively performed by IPD.

Article 7 - The Parties' responsibilities

- 7.1** The Client is responsible for choosing the Services. The use and exploitation (including the provision to the public) of the Deliverables is made under the sole responsibility of the Client, which indemnifies IPD against any claims in this respect, subject to the provisions of Article 3.2 above.

The Client shall bear sole responsibility for the content (text, visual, sound) of the Deliverables to which it shall have attached its Press Proof or its final approval.

It shall also bear sole responsibility for its full compliance with the regulation applicable to the advertising of its professional sector, if any.

It indemnifies IPD and all of the companies within the INFOPRO DIGITAL® group that have published or put these Deliverables online against any claims in this respect and shall compensate them for any damage they may suffer as a result.

- 7.2** IPD undertakes a general duty to provide the service outlined. It in no way guarantees the dissemination of media or the commercial effectiveness of the Services.

IPD reserves the right, for technical reasons beyond its control, to suspend the provision of Services, to delay and/or cancel the provision momentarily and without prior warning, without the Client being able to claim damages or the early termination of the Purchase Order as a result. Furthermore, and taking into account the nature of the Internet, IPD is absolved of any responsibility in the event

of an outage, interruption or alteration in access to the network that is the result of a telecommunication network, the connection devices used by the Client or any other cause that is outside of IPD's control.

7.3 In the event that its liability should be invoked for any reason whatsoever, the damages and any compensation due by IPD, all causes included, may not exceed the amounts paid by the Client under the Purchase Order concerned by the action seeking compensation.

IPD shall not be held liable for indirect damage, in particular any commercial damage, additional operating costs, loss of data or files, loss of turnover or profit, loss of clientele or loss of opportunity in relation to the delivery or non-delivery of the Services by IPD, even if IPD has been warned of the possibility of such a loss or damage arising. Any damage caused to a third party is considered to be an indirect loss.

It is expressly agreed between the Parties and accepted by the Client that the stipulations of this clause shall continue to apply in the event of a termination of the Contract recorded by a legal ruling that has become final. The provisions contained in this Contract establish a division of the risks between IPD and the Client. The price reflects this division, as well as the limitation of liability described.

Article 8 – Potential intermediaries

Advertising services may only be purchased by an intermediary as part of a contract of mandate between the end client and this intermediary; in this case, a certificate of mandate must be submitted to IPD.

The orders placed by this intermediary shall be strictly subject to compliance with these General Terms and Conditions of Sale and the authorised representative shall be bound, vis-à-vis IPD, by the same obligations as those incumbent on the end client on behalf of which it is acting. In any case, the end client will remain solely liable for any actions concerning its authorised representative.

Article 9 - Compliance with legislation on personal data

The Client's personal data collected by IPD are necessary for the performance of the Services and are subject to computer processing in accordance with current regulations (European GDPR Regulation of 27 April 2016 and the French Data Protection Act of 6 January 1978 as amended).

They may be used by IPD or any company within the Infopro Digital Group to which it belongs in order to send the Client proposals for products and services useful for its professional activity.

To exercise these rights, object to this or find out more, please visit: <https://www.infopro-digital.com/rgpd-gdpr/fr/>.

Article 10 - Confidentiality

The performance of the Contract shall lead to the exchange of Confidential Information between the Parties.

"**Confidential Information**" refers to all information of any kind (commercial, financial, strategic, organisational, structural, etc.), methods and data communicated between the Parties by any means and/or that they are required to know during the performance of the Contract.

By express agreement between the Parties, it is specified that there is no need for the media carrying Confidential Information sent by one of the Parties to the other to be appended or accompanied by a stamp or a confidentiality form of any kind in order for it to be classed as Confidential Information by the Parties.

During the term of the Contract and for three (3) years from its expiry date for any reason whatsoever, each Party undertakes to ensure that the Confidential Information:

- is protected and kept strictly confidential and treated with at least the same degree of caution and protection that it would employ with any of its own confidential information of equal importance

- is not published and is only disclosed within the limits of what is strictly necessary to the sole members of its staff to whom such disclosure is required for the purpose of the Contract, subject to notifying them of the precautions to be taken when processing it. Each Party shall guarantee that the members of its staff concerned comply with the obligation of confidentiality resulting from this Contract and in particular undertakes not to allow them to copy or reproduce the elements constituting the Confidential Information in any way whatsoever, in full or in part, without the other Party's express prior authorisation
- is not used, either in full or in part, for any other purpose than that defined in the Contract without the other Party's prior written consent
- is not used for purposes other than the performance of the Contract
- shall not be fully or partially disclosed to a third party without the other Party's prior written consent.

Each Party also undertakes not to claim any industrial or intellectual property rights over such Confidential Information.

This obligation shall not apply to information:

- that the receiving Party possessed before acquiring it from the issuing Party
- that is in the public domain or falls into the public domain prior to the disclosure-in question
- disclosed with the express agreement of the issuing Party
- that is independently developed by one of the Parties without breaching these provisions
- that must be disclosed to public or legal authorities pursuant to a court decision or any applicable law or regulation, after having first alerted the issuing Party and having made every effort to limit the extent of the disclosure, insofar as such prior disclosure and limitation are legally possible.

Article 11 – Non-Exclusivity

IPD offers communication services for professionals and does not grant any exclusivity in favour of the Client or its principal. **IPD may, therefore, perform services identical or similar to those stipulated in the Contract on behalf of third parties that may be the Client's or its end client's competitors, which the Client acknowledges and accepts both on its own behalf and on behalf of its principal for which it acts as guarantor.**

Article 12 - Non-solicitation of personnel

Unless with IPD's prior written consent, the Client (and its representative signing the Purchase Order if applicable) undertake not to directly or indirectly poach, hire or have any person work for them who has been involved in performing Services stipulated in a Purchase Order in the name or on behalf of IPD. This obligation shall remain in effect, for each person working for IPD, for the entire duration of the Purchase Order under which they shall have collaborated with the Client or its representative and for a further twelve months period.

In the event of non-compliance with these restrictions, the Client shall immediately pay IPD a lump-sum compensation payment equal to half of the gross annual fully loaded salary of the member of staff concerned or, for an external contractor, equal to six times the amount of the services paid to said contractor under the Purchase Order concerned, without prejudicing any damages that IPD would be entitled to claim from the Client in reparation for the damage caused.

Article 13 - Miscellaneous

13.1 Under no circumstances may the Client transfer the Contract, in whole or in part, including the rights and obligations stipulated therein, to a third party for any reason whatsoever, including to any of its subsidiaries, even free of charge, except to its end client named on the Purchase Order if the Client has signed the Purchase Order as a representative, without IPD's express prior authorisation.

- 13.2** IPD is authorised to subcontract all or part of its obligations to any third party of its choice in order to provide the Services, but remains solely responsible for their perfect execution with respect to the Client.
- 13.3** If one or more clauses of the Contract are held to be invalid or declared as such pursuant to a law, regulation or following a final decision of a competent court, the other clauses shall retain their full force and effect, provided that the structure of the Contract is not affected.
- 13.4** The Contract may only be amended by means of a rider or a new Purchase Order signed by both Parties to the Contract. It represents all of the commitments existing between the Parties. It replaces and cancels any verbal or written commitment, all letters, proposals, offers, General Terms and Conditions and previous agreements relating to the subject matter of the Contract. No condition is enforceable against the IPD if it is not expressly accepted in writing and no tolerance can be interpreted as a waiver of a right or as an amendment to the Contract.
- 13.5** The Client authorises IPD to cite it as a client reference and in this context to include its logo on its promotional material.
- 13.6** Pursuant to Articles 1365 et seq. of the French Civil Code and, if applicable, Article L.110-3 of the French Commercial Code, the information issued by IPD's information systems is binding between the Parties. Elements such as the time of receipt or time of sending, as well as the quality of the data received, shall by priority prevail as showing in IPD's information systems, or as authenticated by IPD's computerised procedures, unless written evidence indicating otherwise has been provided by the Client. The provision of proof of the information released by IPD's information systems is that which is matched to an original written paper document, signed with a handwritten signature.
- 13.7** IPD reserves the discretionary right to reject all or part of an order without having to justify this (including in the case of incomplete content, topic incompatible with the editorial stance of the websites or publications belonging to IPD or any other company within the *INFOPRO DIGITAL*® Group, etc.). Rejected orders shall be reimbursed for the portion concerned without the Client being able to seek any compensation in this respect.

Article 14 – Compliance and Transparency

- 14.1** Each of the Parties declares that it will conduct its activities with honesty, integrity, and transparency and intends that any natural or legal person in relation with it will adhere to the same values.
Consequently, each of the Parties and any third party acting on its behalf undertakes, within the framework of the Contract, to strictly comply with the applicable laws and regulations against corruption and bribery.

In particular, each of the Parties undertakes, within the framework of the Contract, not to directly or indirectly offer, grant, solicit or receive from a third party an undue advantage with a view to performing, delaying or omitting to perform an act required in connection with the performance of its obligations under the Contract, nor to abuse its actual or supposed influence over a third party in order to obtain from this third party an advantage in favour of the other Party.

Each of the Parties undertakes to provide the other with any assistance that may be necessary to respond to a request from a duly authorised authority relating to the fight against corruption and influence peddling.

Each Party represents and warrants to the other Party that no paiement (including fees, commissions or any other improper financial advantage) nor anything of value (including, without limitation, improper gifts, travel, meals or entertainment) has been or will be offered directly or indirectly, to any employee, director or officer of the other Party for the purpose of obtaining the execution of this Contract, a Purchase Order and/or facilitating its execution or renewal.

- 14.2** In addition, each of the Parties and any third party acting on its behalf agrees to comply with all applicable trade sanctions laws and regulations, including restrictive measures and sanctions implemented by the United Nations, the European Union and its member states, the United States, the United Kingdom and, where applicable, any jurisdiction in which this Contract is to be performed (together, "Economic Sanctions").

Each of the Parties declares in this respect that neither it, nor the third parties acting on its behalf (i) are subject to Economic Sanctions, (ii) are owned or controlled, directly or indirectly, by an entity or person subject to Economic Sanctions and (iii) are registered, located or resident in a country or territory subject to Economic Sanctions.

- 14.3** Any breach by either Party of the provisions of this Article shall be deemed to constitute a material breach justifying the termination of this Agreement under the conditions set out in Article 5.2 above (termination for cause), in which case no notice shall apply, without prejudice to compensation by the Party at fault for the damage caused to the other Party as a result of this breach.

Each of the Parties undertakes to inform the other Party as soon as possible after the date of signature of this Agreement of any event that would contradict the declarations and guarantees defined in this Article.

Article 15 – Address for service – Disputes

- 15.1** Any claim must, under penalty of forfeiture, be made by registered letter with acknowledgement of receipt within the 12 months following the delivery of the Deliverable or the provision of the Service concerned.
- 15.2** The Parties elect domicile at their respective registered offices as indicated on the Purchase Order. All notifications must be sent to the registered address in order to be valid.
- 15.3 ANY DISPUTE RELATING TO THE ESTABLISHMENT, INTERPRETATION, PERFORMANCE OR TERMINATION OF THIS CONTRACT WHICH CANNOT BE RESOLVED AMICABLY WITHIN 3 (THREE) MONTHS OF ITS ARISING SHALL COME UNDER THE EXCLUSIVE JURISDICTION OF THE COURTS HAVING JURISDICTION WHERE IPD HAS ITS REGISTERED OFFICE. THE APPLICABLE LAW SHALL BE FRENCH LAW. THIS CLAUSE ALONE SHALL APPLY, EVEN IN THE CASE OF EMERGENCY OR EX-PARTE PROCEEDINGS, THE INTRODUCTION OF THIRD PARTIES OR MULTIPLE DEFENDANTS.**