



**RADIO FRANCE
INTERNATIONALE**

General conditions of sale
Digital advertising
2022

GENERAL CONDITIONS OF SALE OF DIGITAL ADVERTISING SPACE ON THE RFI CHANNEL OF THE FRANCE MEDIAS MONDE GROUP

GENERAL CONDITIONS OF SALE OF DIGITAL ADVERTISING SPACE.

① France Médias Monde is a national program company with a capital of 5,347,560 euros, registered in the Nanterre Trade and Companies Register under No. 501 524 029, with its registered office at 80, rue Camille Desmoulins, 92130 Issy-les-Moulineaux, France, represented by its Chairman and Chief Executive Officer, Ms. Marie-Christine Saragosse, (hereinafter referred to as "FMM").

FMM is a French media group with an international vocation, whose main activity is to produce and broadcast, 24 hours a day and 7 days a week, programs, mainly news, on the three main vectors of television (France 24), radio (Radio France Internationale (RFI), Monte Carlo Doualiya (MCD) and new media (France 24, RFI and MCD).

② These general terms and conditions of sale (hereinafter "General Terms and Conditions of Sale") are applicable to the sale of Digital Advertising Spaces which include the RFI website accessible at <https://www.rfi.fr> (hereinafter "the Site") as well as its applications (hereinafter "the Applications") by FMM's advertising sales house, in compliance with the provisions of Decree No. 2012-85 of January 25, 2012 setting forth the specifications applicable to FMM.

③ These General Terms and Conditions of Sale are not applicable to the sale of Advertising Space on Radio France Internationale (RFI) which are subject to specific General Terms and Conditions of Sale (see below GENERAL TERMS AND CONDITIONS OF SALE OF ADVERTISING SPACE ON RADIO FRANCE INTERNATIONAL).

The present General Conditions of Sale do not apply either to the sale of Advertising Space on the Internet sites of the other channels of the France Médias Monde Group, namely France 24 (<https://www.france24.com/fr/>) and Monte Carlo Doualiya (<https://www.mc-doualiya.com/>), as these operations are devolved by France Médias Monde to an external advertising agency.

Finally, the sale of Advertising Space on the Internet sites of the radio partners of the France Médias Monde Group is excluded from the present General Conditions of Sale.

④ These General Terms and Conditions of Sale are applicable to all Orders concluded as of their publication on the Site and the Applications. Only the version of the General Terms and Conditions of Sale published on the Site, accessible from the URL www.rfiadvertising.com is authentic.

Any publication of the General Terms and Conditions of Sale on another medium is for information purposes only. It is specified that any other document whatsoever, sent to FMM by the Buyer, referring to its own commercial conditions, has only an indicative value and does not imply any acceptance of the said conditions by FMM, which cannot be invoked against it.

FMM reserves the right to modify at any time the stipulations of the present General Sales Conditions, it being specified that the modifications will only be applicable as of their publication on www.rfiadvertising.com. In case of modification of the General Terms and Conditions of Sale, Orders already subscribed on a definitive basis and those in the process of being executed shall continue to be governed by the general terms and conditions of sale, including tariff conditions, in force at the time the Orders were signed.

⑤ The Contract consists of these General Terms and Conditions of Sale and the purchase order (hereinafter the "Purchase Order") as transmitted by FMM to Buyer after any order for an Order (hereinafter together referred to as the "Contract"). The Agreement supersedes any prior written or oral agreement between the parties relating to the same subject matter.

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A. GENERAL PROVISIONS

① For the purposes of these General Terms and Conditions of Sale, terms beginning with a capital letter, whether written in the singular or plural, shall have the meanings associated with them below:

"Buyer": refers to the Advertiser and/or the Agent having subscribed to an Advertising Order.

"Advertiser": means any company or group of companies that contracts an Advertising Order or on the Site and/or the Applications. Are considered as belonging to the same group, all companies whose capital is mainly held, directly or indirectly, by the same natural or legal person. The Advertiser may order Advertising Orders on the Site and/or the Applications on its own behalf or use an intermediary called the Agent.

"Cookie": includes computer files that may be installed on a user's terminal while browsing the Sites, and that make it possible to record information relating to the user's browsing, as well as tags, pixels or any other tracer (including when inserted within an advertising or sponsorship message) or any other means of retrieving information via a technical tool including, in particular, the "fingerprinting" method.

"Advertising Space" means the advertising space made available to Buyer on the Site and/or the Applications pursuant to the Advertising Order entered into between the Parties.

"The Site": means the site accessible at www.rfi.fr.

"Digital Spaces": refers to the Site and the Applications

Encoding": transcription of data into a given format or protocol.

"Formats": formats refer to the different technical specifications of the Advertising Spaces such as: banner, pavement, skin, interstitial, inread, audio pre-roll, sponsored content (non-exhaustive list).

"The Applications" means RFI applications available on Android, Apple or any other operating system.

"Agent": means any agency or intermediary carrying out Advertising Orders on behalf of an Advertiser under a mandate contract, and presenting two copies of the mandate certificate binding it to its principal. The Agent acts on behalf of the Advertiser. The Advertiser must send FMM the certificate of authority before any request for reservation of Advertising Space or Sponsorship Space.

Advertising Orders may be carried out by a sub-agent on condition that the Advertiser sends its express and written agreement to FMM.

Any change of Agent and/or sub-Agent must be notified by the Advertiser to France Médias Monde by e-mail as soon as possible. France Médias Monde acknowledges receipt of this e-mail. In the absence of an acknowledgement of receipt, the change shall be deemed not to be binding on France Médias Monde until the Advertiser receives such acknowledgement of receipt or notifies France Médias Monde by another means.

The Advertiser shall remain liable until receipt of said e-mail and pending a new certificate of mandate indicating the change of Agent.

"Advertising Message": means any message broadcast on the Site and/or the Applications with a view to directly or indirectly promoting the sale of goods and/or the provision of services, including those presented under their generic name or which promote a company, whether public or private, commercial or not. This term also refers to non-advertising general interest messages disseminated as part of charitable organizations' campaigns or government information campaigns, regardless of the sector of activity concerned and regardless of the format of such messages.

"Advertising Order": means the agreement for the broadcast of an Advertising Message on the Site and/or the Applications, reached by FMM and the Buyer based on the reservation requests issued by the latter and accepted by FMM, taking into account the availability of Advertising Spaces on the Site and the Applications and concluded in accordance with the present terms.

"Order(s)": means Advertising Orders.

"Base Rate": means the rate charged by FMM for the broadcasting of an Advertising Message calculated, where applicable, according to any commercial offers that may be proposed by FMM to the Advertiser according to the different purchase spaces that it makes (On-air and Digital).

"Gross Rate": means the basic rate excluding taxes according to the format of the Advertisement.

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② The subscription of Orders, whatever their nature, by a Buyer implies his full and complete acceptance of these General Terms of Sale as well as the respect of the uses and the regulations relating to the advertising on the digital Spaces, as well as the rules of advertising ethics, the ethical recommendations of the Authority of Professional Regulation of Advertising and the opinions of the Jury of Advertising Ethics as well as the whole of the legal, regulatory and professional, national or Community provisions applicable on the matter. In particular, the Buyer must comply with the provisions of Law No. 2004-575 of June 21, 2004 for confidence in the digital economy, the Commercial Code, the Consumer Code, the Decree of August 5, 2020 modifying the advertising regime, the Decree of February 9, 2017 relating to digital advertising services, as well as the provisions relating to advertising contained in FMM's missions and specifications as defined by Decree No. 2012-85 of January 25, 2012 setting the specifications of the national program company in charge of France's external audiovisual.

③ FMM attaches the utmost importance to the fight against fraud, corruption, influence peddling or any other type of illicit agreement. As such, FMM scrupulously ensures compliance with the provisions of Law No. 2016-1691 of December 9, 2016 on transparency, the fight against corruption and the modernization of economic life, known as the Sapin II Law.

The Buyer (Advertiser as well as Agent), as well as its staff, agents, consultants, subcontractors or any other third party legal or natural person acting on its behalf undertake to:

- not, directly or indirectly, offer, give, promise or solicit or accept any undue financial advantage or advantage of any other nature, for the benefit of or from any person for the purpose of obtaining or in the context of the execution of an Order;
- comply with all applicable regulations concerning the fight against fraud, corruption and illicit agreements in connection with the obtaining or execution of an Order;
- to inform FMM without delay of any event likely to contravene the provisions of this article and to assist FMM in any proceedings initiated by an authority relating to fraud, corruption or competition in connection with the Advertising Order.

④ In the context of their contractual relations, the Parties undertake to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable as of 25 May 2018 (hereinafter, "the European Data Protection Regulation"), the amended Act of January 6, 1978, or the Deliberations of the Commission Nationale de l'Informatique et des Libertés such as Deliberation No. 2020-092 of September 17, 2020 adopting a recommendation proposing practical methods of compliance in case of recourse to "cookies and other tracers". In the event of a change in the applicable regulation during the year, the Advertiser undertakes to comply with it.

The Advertiser and the Advertiser's Operators strictly forbid themselves, except with FMM's prior contractual agreement, any insertion or use of Cookies in the Advertising Messages intended to be broadcast on the Site and/or the Applications.

Thus, before any deposit/reading of Cookies on the user's terminal, the Advertiser and/or the Advertiser's Operators must inform FMM of the following information

- the Advertiser's Operator depositing the Cookie and its adherence to the IAB (Interactive Advertising Bureau) or any other technical standard that may be substituted for it
- the technical characteristics of the Cookies deposited
- the type of information collected through Cookies
- the purpose of the information collected through the use of cookies
- the recipient(s) of the information collected through cookies
- the duration of the life of the Cookies on the terminal of the users of the Site and the Applications (it being specified that the Cookies deposited shall not be kept on the terminals of the users of the Site and the Applications beyond the legal duration of the life of the Cookies in accordance with the applicable regulations relating to data protection)
- the place of hosting and storage of Personal Data.

The Advertiser and/or the Advertiser's Operators guarantee to respect the following obligations:

- Advertiser's Operators must adhere to the IAB (Interactive Advertising Bureau), or any other technical standard that may be substituted for it, and participate in the Cookie deposit (it being specified that the Cookie deposit must be made by an entity that has adhered to the IAB);

- Compliance with the technical signals in version V.2 of the TC String of the IAB Transparency and Consent Framework, or any other standard that may be substituted for it, relating to the consent or refusal of the user of the Sites concerning the deposit/reading of Cookies according to the different purposes and the interpretation of any absence of signal or any signal of poor quality as a refusal to deposit Cookies.

- The prohibition of the use of Personal Data for the purpose of enriching a DMP (Data Management Platform) or any database of the Advertiser and/or the Advertiser's Operators;

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- The prohibition of any cross-referencing with other data that the Advertiser and/or any of the Advertiser's Operators may hold directly or indirectly, in particular for the purpose of advertising targeting;

- The guarantee that the conditions for hosting Personal Data comply with the security and confidentiality requirements of the applicable regulations;

- FMM may, at any time and by any means, monitor the Advertiser's and/or any Advertiser's Operator's compliance with the conditions for depositing and/or reading Cookies and any data derived therefrom in order to ensure that the Advertiser complies with the applicable regulations, the rules relating to the application of the IAB Transparency and Consent Framework TC String and the obligations of the present Terms and Conditions of Sale. Thus, the Advertiser undertakes to transmit, at FMM's request and as soon as possible, any element allowing to demonstrate that the Advertiser and/or any Operator of the Advertiser concerned respects the obligations provided for in the present article and to take any useful step to put an end to any breach identified by FMM.

In the event that the Advertiser and/or any Advertiser's Operator does not comply with the above obligations, FMM reserves the right to temporarily suspend, if necessary until the Advertiser and/or Advertiser's Operator concerned complies fully, and/or to cancel the programming of the campaign in question, as well as any new campaign, and to require the Advertiser or its Agent to pay the full amount of the said campaign.

It is specified that the Advertiser and/or any Advertiser's Operator may not claim any compensation from FMM in such a case.

Within the framework of this Contract, the Parties agree not to process any personal data except those exclusively related to the Parties and strictly necessary for the conclusion, execution and management of this Contract.

Consequently, the following personal data may be processed: the surnames, first names, telephone numbers, e-mail and postal addresses and functions of the persons involved in the conclusion and performance of this Contract for each of the Parties.

This personal data is intended exclusively for the persons authorized to conclude, execute and manage this Contract. It may not be kept beyond the period necessary for the purposes for which it was collected, and in any event not after the end of the performance of this Contract.

⑤ FMM shall refrain from disclosing any confidential information to which it may have access in connection with the Orders. Will be considered as confidential, all information, whatever the nature, the medium, which will have been previously indicated in writing as confidential by the Buyer. FMM undertakes to maintain the confidentiality of said information until the date of the first broadcast of the Advertising Message and/or Sponsorship Message.

⑥ This Agreement is entered into *intuitu personae* and therefore may not be assigned by Buyer without FMM's prior written consent.

⑦ The Agreement governing this sale is governed by French law. This French version of the Agreement shall prevail over any other translations or language versions of the Agreement.

⑧ For the performance of this Contract, as well as for any proceedings that may arise from it, the Parties elect domicile at their respective registered offices. Any change of domicile can only be enforced after receipt of its notification by mail or email sent by registered mail with acknowledgment of receipt.

⑨ Any dispute or litigation that may arise from the interpretation or application of the Orders and these General Terms and Conditions of Sale shall, in the absence of amicable resolution, be within the jurisdiction of the Judicial Court of Nanterre, even in the event of connexity, third-party appeal or plurality of defendants.

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B. PURCHASE OF ADVERTISING SPACE

Only FMM and/or its agents are authorized to receive requests from Buyers to enter into an Order. FMM alone is authorized to issue Orders, subject to the acceptance of the Buyer, to invoice the services corresponding to the Orders and to collect the amount from the Buyers.

Orders may be entered into directly by an Advertiser or by an Agent in the name and on behalf of an Advertiser.

FMM also reserves the right to refuse, at its discretion, any Order for advertising or sponsorship and in particular any Order whose origin seems doubtful, if the Advertiser's solvency seems uncertain or because of its image.

1. Purchase procedure

① The purchase of an Order, whatever its nature realizes by any means directly to FMM. FMM registers the reservations according to the availabilities and then sends back to the Buyer an Order confirming all or part of the availabilities with respect to the initial request, Order to which the Buyer subscribes.

The Orders ordered are confirmed by FMM to the Buyer by sending the Order Form, which summarizes the essential elements of the Order as well as the pricing conditions according to the terms defined in point E. of the present General Terms of Sale.

Buyer agrees to validate its orders by returning the signed Order Form within seven (7) days. The sending of the signed Order Form by the Buyer to FMM constitutes acceptance of the present General Conditions of Sale and constitutes the firm sale of the Space, subject to the stipulations of the present General Conditions of Sale.

For each Order, France Médias Monde communicates to the Buyer the essential elements of the Order.

② The Buyer accepts the procedure for purchasing from FMM as defined above and refrains from contesting, beyond the period of 7 days following the date of issue of the Order Form provided for, the Orders which will have been registered according to the procedures described above. Failing this, the Purchaser shall be deemed to accept the Order as detailed in the Purchase Order. In any event, the production by FMM of the documents attesting to the registration of the Orders shall constitute proof of the formation of the contracts for the sale of Advertising Space subscribed to by the Purchaser.

③ FMM reserves the discretionary right to refuse or suspend the broadcasting of any Advertising Messages provided for in the Order on any grounds whatsoever (even though the said Messages do not contravene the rules, legislation in force as well as the recommendations of the ARPP (Professional Advertising Regulatory Authority)), and in particular when they are likely:

- undermine its commercial and editorial interests;
- contravene its editorial charter;
- undermine its ethics or its image;
- not correspond to the artistic or ethical line or to the nature of the section on which the messages appear.
- to offend the sensitivity of users;
- to harm the image or the consideration of one of its programs or one of its employees;
- to undermine its public service missions;
- undermine its specifications as defined by Decree No. 2012-85 of January 25, 2012 setting the specifications of the national program company in charge of the audiovisual outside France.

The editorial responsibility of the Site implies that the Advertiser respects the ethical principles defined in the present General Sales Conditions. FMM respects the following ethical principles in particular:

- FMM reserves the right to verify whether the content of the Advertisers' Messages complies with the ethical principles defined in the present General Terms of Sale.

In the event of non-compliance with these ethical principles, FMM will systematically and immediately interrupt the broadcasting of the Advertisers' Messages, without reimbursement or payment of compensation in any capacity whatsoever.

In general, the Advertiser guarantees FMM that its Advertising Messages respect the regulations in force as well as the uses in terms of commercial communications, notably on online public communication services.

FMM will only accept Advertising Messages on the Site and Applications that respect the principles defined below:

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- Advertising is prohibited for products and economic sectors related to firearms, tobacco, medicines and medical treatments available only on medical prescription.

- The Advertising Messages must be in conformity with the respect of the person and his dignity as well as with the good morals in general. Any incitement to violence is forbidden. Commercials must not include any discrimination on the basis of race, gender or nationality. Any incitement to behaviour prejudicial to the health and safety of persons, and more particularly minors, is prohibited. Any abusive exploitation of nudity, particularly of children, is prohibited.

- Advertising messages that are likely to mislead consumers or exploit their credulity are prohibited.

- Advertising Messages whose content could offend the religious and philosophical convictions of individuals are prohibited.

FMM will not put on line on its media and notably the Site and/or the Applications, any advertising message produced by or for political parties, trade unions or professional organizations or political, philosophical or religious thought families.

- The Advertising Messages must comply with the respect of the environment.

The Digital Service published by FMM does not program Advertising Messages in favor of horoscope, astrology, numerology, clairvoyance, tarot cards, prediction products or services, as well as any SMS or telephony services that it deems to be in violation of the regulations in force.

④ Without prejudice to the provisions of Article ③ above, FMM reserves the right not to broadcast or to immediately suspend all or part of the broadcasts of an Advertising Message in the event, in particular, of claims by third parties where the latter consider that all or part of this Message infringes their interests or due to the decision of any competent authority, in particular the Arcom, if the latter considers that this Advertising or Sponsorship Message is likely to infringe the applicable legal or regulatory provisions. In such cases, the Buyer shall be responsible for and take all necessary steps to put an end to the claim(s) in question or to bring the Advertising Message into compliance with the laws and regulations in force and this without prejudice to FMM's right to implement the provisions of Article ③ above. If the Advertiser cannot deliver a new replacement Advertising Message, the broadcasts will not be carried out it being understood that, in such a case, FMM may nevertheless demand the price of the Advertising Spaces reserved.

⑤ FMM reserves the right, in particular in the event of force majeure as defined by Article 1218 of the Civil Code and by the case law of the Court of Cassation (hereinafter "Force Majeure") such as strikes, pandemics, fires, attacks, and cases of exceptional events, in particular technical ones, such as interruptions in the communication network or the electricity network causing damage resulting in disruption of the organization and presentation of the Internet pages, or for any reason related to the obligations arising from its specifications or from the agreements concluded with ARCOM (ex-CSA), the right to modify or cancel, after having informed the Buyer, in whole or in part the dates of publication or the conditions of broadcasting of the Advertising Messages and the Scheduled Orders, without the Buyer being able to make any claim or request for damages of any nature whatsoever to FMM.

FMM undertakes to broadcast the Advertising Messages within the Advertising Space reserved on the Site and the Applications.

If rescheduling of the Advertising Message is not possible (or if the Buyer refuses it only in the context of a reservation of Advertising Space), the price of the Advertising Space is not due.

⑥ FMM will carry out at its expense all the encoding and digitization adaptations necessary to allow the Advertising Messages provided to be broadcast on the Site and the Applications it markets.

2. Assignment of rights and guarantees

① The Advertiser acknowledges and expressly agrees that the conclusion of an Order confers on FMM the right:

- To reproduce and represent the Advertising Messages given to it, for communication to the public, on any medium and in any format with a view, in particular, to communication action and/or promotion of the Advertiser's activities ;

- To represent the said Advertising Messages according to all processes in use in the sector of activity, to make copies of them in such number as it will please FMM, with a view to a communication for a professional use and, in particular, with a view to the information of the Advertisers and their intermediaries;

② Except in the case where the production of the Advertising Message is ensured by FMM, the Buyer guarantees to FMM that it holds all intellectual property rights and that it respects the rights of the personality in particular those relating to private life.

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More particularly, the Buyer guarantees FMM that it holds the reproduction, adaptation, distribution and representation rights as well as the industrial property rights necessary for the exploitation of the Advertisement.

Therefore, the Purchaser guarantees FMM against any claim or action by any third party (in particular authors, composers, performers, producers, etc.) and more generally by any person who considers that his or her intellectual or industrial property rights have been infringed by the broadcasting of the Advertisement on the Site and/or the Applications.

The Purchaser undertakes to inform FMM without delay and by all means of any claim or action in this respect to enable it to take appropriate measures.

Each advertising format submitted to FMM must be accompanied, if necessary, by a statement of the musical, literary or dramatic works used in the recording with a view to their declaration by FMM to the competent collective management companies for the dissemination of Advertising Messages on its Site and/or Applications.

Furthermore, the Buyer certifies that the Advertisement does not contain any defamatory imputation or allusion and guarantees FMM against any claim from third parties in this respect.

3. Termination

In the event of failure by the Buyer to comply with its obligations as described in these General Terms and Conditions of Sale, and thirty (30) days after receipt by the Buyer of a registered letter with notice of receipt of formal notice to comply that has remained without effect, France Médias Monde may terminate the Contract as of right and without justification by registered letter with notice of receipt without obligation to accomplish any judicial formality, and this without prejudice to a possible action for damages and interest.

FMM's termination of the Contract implies the cancellation of the Order. The Purchaser shall remain liable for the amounts due to FMM for the broadcasts already made. The reserved Advertising are put back at the disposal of FMM and may be the object of a new Order.

C. DELIVERY OF ADVERTISING SPACE

This part of the present General Terms and Conditions of Sale applies exclusively to the sale of Advertising Space on the Site and the Applications.

Unless exceptionally authorized by FMM, an Advertising Message cannot concern more than one product or service of the Advertiser. Otherwise FMM reserves the right not to broadcast the Advertising Message.

1. Modification and cancellation of Advertising Orders

① Unless the Advertising Order is contested under the conditions defined in Article B.1.② hereof, any modification of an essential element of the Advertising Order made subsequent to the signing of the Purchase Order and in accordance with the stipulations of these General Terms and Conditions of Sale shall give rise to the sending by FMM and the signing by the Purchaser of a new Purchase Order.

② Buyer shall notify FMM in writing of any cancellation or modification of the Advertising Order (which shall be deemed to be a cancellation) of one or more Advertising Message(s) no later than 7 calendar days prior to the date of airing of the relevant Advertising Message(s) stipulated in the Advertising Order. In the event of failure to comply with this deadline, and except in the event of Force Majeure duly notified to FMM and making it impossible for the Buyer to perform its obligations, a penalty corresponding to 10% of the net amount of the cancelled Advertising Order shall be due by the Advertiser.

③ In case of cancellation, the Advertising Space shall be made available to FMM and may be subject to a new Advertising Order.

④ Payment for Advertising Messages not broadcast for reasons such as Force Majeure or exceptional events, in particular technical events such as interruptions in the communication network or the electrical network causing damage resulting in disruption of the organization and presentation of the Internet pages, and therefore the broadcasting of the Advertising Messages, attributable to FMM, is not due, the Buyer or third parties not being able to claim in any event any compensation or indemnity on this account.

⑤ After a period of 3 calendar days after the first broadcast of an Advertising Message, no claim of a technical nature concerning the quality of production, broadcasting or broadcasting schedule of the Advertising Message will be accepted.

2. Delivery of the Advertisement by the Buyer

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① The Advertising Messages shall be provided in the format required by the Site and/or the Applications as part of the Advertising Order.

② The broadcast media must be delivered to FMM no later than 5 business days prior to the first broadcast date at the following address: _____. After this deadline, the price of the broadcast is due in full by the Advertiser, as if the broadcast had taken place.

In the same way, in the event that, for technical reasons, the media provided by the Buyer are found to be unsuitable for the broadcast of the Advertisement, FMM will immediately notify the Buyer, who must provide it with a satisfactory medium for the same message, at the latest five (5) working days before the first scheduled broadcast. After this period the price of the broadcast is due in full by the Advertiser as if the broadcast had taken place.

③ The Advertiser gives all powers to FMM to make any changes to the Advertising Messages received in order to ensure their adaptation to the conditions of broadcasting of the media with a view to the execution of its Advertising Orders.

④ Technical specifications

D. PRICING CONDITIONS APPLICABLE TO THE SALE OF ADVERTISING SPACE.

1. Basic rates

① The Base Rates are expressed exclusive of tax and the invoices are increased by the applicable VAT. Only their expression in euro is authentic, the indication of the price of the Orders in another currency being made only for information purposes.

The basic Rates vary according to the format and duration of the Advertising Message on the Site and/or the Applications. These basic Rates are indicative and may vary during the year. All information relating to the rates is available on the website rfiadvertising.com

2. Minorities

The rates for the sale of Advertising Space may be subject to discounts in the Advertising Order. All information on rates is available on the website rfiadvertising.com.

- **New Customer Discount**

Any new Buyer or Advertiser who has not concluded an Advertising Order on the Site and/or the Applications for at least two years shall benefit from a 2% discount. This discount is applied to the gross rate and can be combined with other discounts.

- **Loyalty Bonus**

Any Advertiser having concluded one or more Advertising Orders in the two years preceding a new Advertising Order on the Site and/or the Applications benefits from a loyalty bonus of 3%. This discount can be cumulated with the other discounts and is applied to the gross rate.

- **Professional discount**

The professional discount applies to all Advertising Orders only when the buyer is a media agency, it being understood that any media agency can benefit from it. It is calculated on the total amount of the Advertising Orders invoiced by FMM, all discounts mentioned in the previous paragraphs deducted.

3. Invoicing and payment terms

① General

Invoices and credit notes are issued by FMM in the name of the Advertiser.

The original invoice is drawn up in the name of the Advertiser. In the presence of an Agent, the latter may obtain a duplicate of the invoice if he/she so requests.

The Advertiser is always the debtor of the payment of the Order, including in the case of a payment mandate entrusted to his Agent.

Any payment or advance made by the Advertiser to his Agent is not opposable to FMM and does not release the Advertiser from his obligations towards FMM.

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The Advertiser may, under his sole responsibility, give a mandate to the Agent to collect in his name and on his behalf the amount of the credit notes issued by FMM. The payment by FMM of the amount of the credit notes to the Agent releases FMM towards the Advertiser who alone assumes the risks of subsequent default of the Agent.

The invoice is considered as a report and proof of the conditions of diffusion of the Orders mentioned therein.

The costs related to the transfer of the sums due, the taxes and duties related to the Orders, in force at the time of the invoice, are to be borne by the Purchaser.

International transfer fees are at Buyer's expense.

The original invoice is made out in the name of the Advertiser. In the presence of an Agent, the Agent may obtain a duplicate of the invoice if requested.

② Contestation

Any invoice dispute must be substantiated and sent in writing (by registered letter with acknowledgement of receipt or by email with acknowledgement of receipt) no later than 30 days after its issue date.

Failing this, the invoice will be considered accepted by the Buyer and its payment due.

③ Terms of payment

50% of the price of the Advertising Space must be paid upon booking.

The invoice corresponding to the remaining 50% of the broadcasting price is issued by FMM at the end of the month during which the broadcasting took place.

The Purchaser undertakes to pay the invoices by cheque or bank transfer within 30 days of their issue. Failure to do so will result in the payment of the penalty provided for in article E.5.5 hereof and any legal action that FMM may deem useful in order to recover its debts.

Payments by check shall be made payable to France Médias Monde.

Payments by bank transfer to the account of BNP PARIBAS - IBAN: FR76 3000 4008 0400 0225 6982 636 BIC: BNPAFRPPXXX

In the presence of a payment mandate between an Advertiser and his Agent, the latter remain jointly and severally liable to FMM. Consequently, the payment of the Advertiser to his Agent does not release him from his payment towards FMM.

④ Prepayment

FMM reserves the right to request payment of the full price of the Advertising Space prior to any broadcast of the Advertising from the Buyer:

- who is entering into an Order for the first time or who has not entered into an Order for at least two years;
- who has in the past contravened the stipulations relating to the terms of payment and in particular in the case of unpaid debts;
- whose solvency is uncertain.

⑤ Late payment penalties

In case of non-payment of invoices on their due date, the Advertiser will be charged a late payment penalty equal to three and a half times the legal interest rate in force on the day of the invoice. This penalty shall be calculated on the amount due, exclusive of tax, and shall run from the due date without any formal notice being required.

In addition, any delay in payment gives rise, by right and without further formality, to the payment of a fixed indemnity for collection costs, the amount of which is set at 40 € in accordance with article D441-5 of the Commercial Code.

In the event of failure to comply with the terms of payment of invoices, the Order may be terminated to the sole detriment of the Advertiser. The Advertiser remains liable for the price of the advertising messages already broadcast.

FMM reserves the right to take any action it deems useful to recover unpaid debts.