

GENERAL TERMS AND CONDITIONS OF SALE OF ADVERTISING AIRTIME AND SPONSORSHIP OPPORTUNITIES ON RADIO FRANCE INTERNATIONALE



France
médias
monde

I. GENERAL TERMS AND CONDITIONS OF SALE OF ADVERTISING AIRTIME AND SPONSORSHIP OPPORTUNITIES ON RADIO FRANCE INTERNATIONAL

① France Médias Monde is a national broadcasting company with capital of 5,347,560 euros, entered in the Nanterre Trade and Companies Register under no. 501 524 029, whose head office is located at 80, rue Camille Desmoulins, 92130 Issy-les-Moulineaux, France, represented by its CEO Marie-Christine Saragosse, (hereinafter “FMM”).

FMM is a French media group with an international reach, whose main activity is producing and broadcasting 24/7 primarily information programmes on the three main carriers, these being 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”) apply to the sale of Advertising Airtime and/or Sponsorship Opportunities on Radio France Internationale (RFI), France Médias Monde’s French and foreign languages radio service offering, by the advertising sales department of France Médias Monde (hereinafter “FMM”), in accordance with the provisions of Decree no. 2012-85 of 25 January 2012 laying down the specifications applicable to France Médias Monde.

③ These General Terms and Conditions of Sale do not apply to the sale of Advertising Airtime and/or Sponsorship Opportunities on the digital media of the FMM group which are the subject of specific General Terms and Conditions of Sale.

These General Terms and Conditions of Sale do also not apply to the sale of Advertising Airtime and/or Sponsorship Opportunities on the other France Médias Monde Group channels, namely France 24 and Monte Carlo Doualiya, these transactions being transferred by France Médias Monde to an external advertising sales agency.

Finally, these General Terms and Conditions of Sale exclude the sale of Advertising Airtime and/or Sponsorship Opportunities on the France Médias Monde Group’s partner radio stations.

④ These General Terms and Conditions of Sale apply to all Advertising and/or Sponsorship Orders concluded from their publication on the RFI website. Only the version of the General Terms and Conditions of Sale published on RFI’s website, accessible from the URL <http://www.rfiadvertising.com>, and on FMM’s website, accessible from the URL <https://www.francemediasmonde.com>, shall prevail.

Any publication of the General Terms and Conditions of Sale on another medium is for reference only. It is stated that any other document of any kind sent to FMM by the Buyer, referring to its own commercial conditions, is for information purposes only and shall not entail any acceptance of said conditions by FMM, which are not binding on it.

FMM reserves the right to amend the provisions of these General Terms and Conditions of Sale at any time, it being stated that the changes will only apply from the date of their publication on RFI’s website. In the event of changes to the General Terms and Conditions of Sale, firm Orders and those in process will continue to be subject to the general terms and conditions of sale, including the pricing conditions, in force at the time of signing the Orders.

⑤ The agreement consists of these General Terms and Conditions of Sale and the sales order (hereinafter the “Sales Order”) as sent by FMM to the Buyer after any placement of an Order (hereinafter referred to jointly as the “Agreement”). This Agreement supersedes any prior written or oral agreement between the Parties with the same purpose.

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 following meanings:

Buyer: means the Advertiser and/or the Agent that has placed an Advertising Order or Sponsorship Order.

Advertiser: means any company or group of companies that concludes Advertising or Sponsorship Orders in respect of RFI. All companies of which the majority of capital is directly or indirectly held by the same natural person or legal entity are considered as belonging to the same group. The Advertiser may place Advertising or Sponsorship Orders in respect of RFI on its own behalf or bring in an intermediary called the Agent.

Area-specific advertising: refers to advertising slots used to broadcast specific Advertising Messages to a targeted country and/or geographic area on certain time slots.

Preferential Slot: refers to the Advertising Airtime broadcast in first and last position within a commercial break.

Advertising Airtime: refers to the advertising airtime made available to the Buyer on RFI pursuant to the Advertising Order concluded between the Parties.

Sponsorship Opportunity: means the sponsorship opportunity made available to the Buyer on RFI pursuant to the Sponsorship Order concluded between the Parties.

Sector Exclusivity: refers to the opportunity granted to an Advertiser to be the only one in its sector to broadcast an Advertising Message within the same commercial break.

RFI: refers to the French and foreign-language radio station “Radio France Internationale” (RFI) whose programmes are broadcast through various transmission channels: over radio (FM, medium wave), mobile telephony, satellite, Internet, etc.

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Agent: means any agency or intermediary carrying out Advertising Orders or Sponsorship Orders on behalf of an Advertiser under an agency agreement and presenting two copies of proof of the mandate binding it to its principal. The Agent acts on behalf of the Advertiser. The Advertiser must send FMM proof of the mandate prior to any request for reserving Advertising Airtime or a Sponsorship Opportunity.

Advertising or Sponsorship Orders may be carried out by a sub-Agent provided that the Advertiser sends its express written agreement to FMM.

Any change in Agent and/or sub-Agent must be notified by the Advertiser to France Médias Monde by email as soon as possible. France Médias Monde shall acknowledge receipt of this email. In the absence of acknowledgement of receipt, the change is deemed not to be enforceable on France Médias Monde until the Advertiser receives this acknowledgement of receipt or notifies France Médias Monde by another means. The Advertiser shall remain liable until receipt of said email and pending proof of a new mandate notifying the change in Agent.

Advertising Message: refers to any message broadcast on RFI 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 that promote a company, whether public or private, and whether commercial or not. This term also refers to messages of general interest that are non-promotional and broadcast as part of charities' campaigns or government information campaigns, if they are included in the advertising sequence, regardless of the sector of activity concerned and whatever the form of such messages.

Sponsorship Message: refers to any message broadcast on RFI which consists for the Advertiser of associating its name, brand, image, activities or achievements with a programme in order to benefit from visibility and a potential impact on its image depending on the nature of the programme.

Advertising Order or Sponsorship Order: means the agreement for broadcasting an Advertising Message and/or Sponsorship Message on RFI, reached by FMM and the Buyer based on reservation requests made by the Buyer and accepted by FMM in light of availability on RFI's schedule and concluded in accordance with this Agreement.

Order(s): means the Advertising Orders and/or Sponsorship Orders.

Basic Price: refers to the price applied by FMM for broadcasting an Advertising Message or Sponsorship Message calculated, as applicable, according to various Area-Specific Advertising and the broadcasting time of the Advertising or Sponsorship Message on the basis of a 30-second Advertising Message.

Gross Price: means the Basic Price excluding taxes after adjustment of the price according to the duration of the Advertising Message.

② The Orders, whatever their nature, signed by a Buyer entails its full acceptance of these General Terms and Conditions of Sale as well as compliance with the practices and regulations related to radio advertising and sponsorship, as well as the rules on advertising ethics applicable to the area in which the Advertising or Sponsorship Messages are broadcast as set out in the Consolidated ICC Code, ethics recommendations of ARPP [the French advertising self-regulatory organisation] and the opinions of the *Jury de Déontologie Publicitaire* [French advertising ethics

panel] as well as all national or community legal, regulatory and professional provisions applicable in this field. In particular, the Buyer shall comply with the provisions of Decree no. 87-239 of 6 April 1987 adopted for the application of Article 27-1° of Law no. 86-1067 of 30 September 1986 and laying down for audio services broadcast by terrestrial or satellite channels the regime applicable to advertising or sponsorship and those of amended Decree no. 92-280 of 27 March 1992 on advertising, sponsorship and teleshopping as well as the provisions on advertising contained in France Médias Monde's schedule of tasks and specifications as defined by Decree no. 2012-85 of 25 January 2012 laying down the specifications for the national broadcasting company responsible for audiovisual media outside of France.

③ FMM attaches the utmost importance to combating fraud, corruption, influence peddling or any other kind of illegal agreement. In this respect, FMM scrupulously monitors compliance with the provisions of Law no. 2016-1691 of 9 December 2016 on transparency, anti-corruption and modernisation of the economy, known as the Sapin II Law.

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

- not to directly or indirectly offer, give or promise an undue financial advantage or any other advantage to another person, or request or accept any such advantage from another person for the purpose of obtaining or carrying out an Order;

- to comply with all applicable regulations aimed at combating fraud, corruption and unlawful agreements in the context of obtaining or carrying out an Order;

- to immediately inform FMM of any event likely to breach the provisions of this Clause and assist FMM in any proceedings initiated by an authority related 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 from 25 May 2018 (hereinafter, the "General Data Protection Regulation").

Within the framework of this Agreement, the Parties undertake not to process any personal data, except for that which relates exclusively to the Parties and is strictly necessary for the conclusion, performance and management of this Agreement.

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 Agreement for each of the Parties.

This personal data is intended exclusively for the persons authorised to conclude, perform and manage this Agreement. It may not be retained for longer than is necessary for the purposes for which it was collected, and in any event not after the end of the performance of this Agreement.

⑤ FMM is prohibited from disclosing confidential information to which it may have access as part of the Orders. All information, regardless of its nature or medium, which has been previously notified in writing as confidential by the Buyer will be treated as such. FMM undertakes to keep said information confidential until the date of the first broadcast of the Advertising Message and/or Sponsorship Message.

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⑥ This Agreement is concluded *intuitu personae* (on a personal basis) and therefore cannot be assigned by the Buyer without FMM's prior written consent.

⑦ The French version of the Agreement shall prevail over all other translations or language versions of the Agreement.

⑧ For the performance of this Agreement and for any proceedings that may arise from it, the Parties give an address for service at their respective registered offices. Any change in registered address shall only be binding after receipt of the Party's notification sent by registered letter with acknowledgement of receipt or by email with a read receipt.

⑨ Any dispute or litigation arising from the interpretation or application of the Orders and these General Terms and Conditions of Sale shall, failing an out-of-court resolution, come under the jurisdiction of the Ordinary Court of Nanterre, even in the case of related claims, third-party proceedings or multiple defendants.

B. COMMON PROVISIONS FOR THE SALE OF ADVERTISING AIRTIME AND SPONSORSHIP OPPORTUNITIES

Only FMM and/or its agents are authorised to receive requests from Buyers to conclude an Order. FMM is solely authorised to issue Orders, subject to the Buyer's acceptance, invoice the services corresponding to the Orders and collect the amount from the Buyers.

Orders may be concluded 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 Advertising or Sponsorship Order and in particular any Order whose origin appears dubious, if there is doubt over the Advertiser's creditworthiness or due to its image.

1. Purchase procedure

① An Order, whatever the nature thereof, is purchased by any means directly from FMM. FMM records reservations according to availability and then returns an Order to the Buyer confirming all or part of the availability in relation to the initial request, an Order which the Buyer signs.

The Orders placed are confirmed by FMM to the Buyer by sending the Sales Order, which summarises the essential elements of the Order as well as the pricing conditions according to the terms and conditions defined in point E. of these General Terms and Conditions of Sale.

The Buyer undertakes to validate its orders by returning the signed Sales Order. When the Buyer sends the signed Sales Order to FMM, this constitutes acceptance of these General Terms and Conditions of Sale and constitutes the firm sale of the Advertising Airtime and/or Sponsorship Opportunity, subject to the provisions of these General Terms and Conditions of Sale.

For each Order, France Médias Monde shall inform the Buyer of the essential elements of the Order.

② The Buyer shall accept the purchase procedure with France Médias Monde as defined above and is prohibited from disputing, after a period of 5 days following the issue date of the Sales Order, the Orders that have been recorded according to the procedures described above. Otherwise, the Buyer will be deemed to have accepted the Order as detailed in the Sales Order. In any case, the production by France Médias Monde of documents attesting to the Orders recorded will constitute proof of the formation of

the contracts for the sale of Advertising Airtime and/or a Sponsorship Opportunity booked by the Buyer.

③ FMM reserves the discretionary right to refuse or suspend the broadcast of any Advertising Messages or Sponsorship Messages provided for in the Order for any reason whatsoever even if such Messages do not breach the rules, laws in force and recommendations of ARPP, and in particular where they are likely to:

- harm its commercial and editorial interests;
- breach its editorial charter;
- harm its ethics or image;
- offend its listeners;
- harm the image of or respect for one of its programmes or one of its employees;
- jeopardise its public service missions;
- infringe its specifications as defined by Decree no. 2012-85 of 25 January 2012 laying down the specifications for the national broadcasting company responsible for audiovisual media outside of France.

④ Without prejudice to the provisions of Clause ④ above, FMM reserves the right not to broadcast or to immediately suspend all or part of the broadcasting of an Advertising or Sponsorship Message in the event of claims by a third party where the latter considers that all or part of this Message undermines its interests or due to the decision of any competent authority, in particular, the *Conseil Supérieur de l'Audiotvisuel* (CSA) [French broadcasting authority], if the latter considers that this Advertising or Sponsorship Message is likely to infringe applicable legal or regulatory provisions. In such cases, the Buyer will be responsible and take all necessary steps for bringing an end to the claim(s) concerned or for making the Advertising or Sponsorship Message compliant with the laws and regulations in force, without prejudice to FMM's right to implement the provisions of Clause ④ above. If the Advertiser cannot deliver a new alternative Advertising or Sponsorship Message, the broadcasts will not be carried out, it being understood that, in such a case, FMM may nevertheless require the price for the Advertising Airtime or Sponsorship Opportunity reserved.

⑤ The Buyer acknowledges that FMM and RFI are involved in the media sector which is subject to a certain number of risks.

Therefore, particularly in the event of force majeure, as defined by Article 1218 of the French Civil Code and the case law of the Court of Cassation (hereinafter "Force Majeure"), a strike, any cause relating to the obligations resulting from its specifications or agreements concluded with the CSA, the need for the airtime or in the event of disruption in the organisation and/or broadcast of programmes (change in the programming following a news event of major importance, broadcast of special programmes, etc.), FMM reserves the right to modify or cancel, after informing the Buyer thereof, in whole or in part, the dates and times of the programmes or the conditions of broadcasting the Advertising or Sponsorship Messages and Orders scheduled, without the Buyer being able to make any claim against FMM or claim damages of any kind whatsoever.

FMM undertakes to broadcast the Advertising and/or Sponsorship Messages within the Advertising Airtime or Sponsorship Opportunity reserved unless the programme is changed by RFI. The Buyer may not use the change in RFI's programme schedule to claim a reduction in the Order price, the cancellation of advertising or sponsorship campaigns that already form part of an Order or claim any compensation in this respect.

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If the Advertising or Sponsorship Message cannot be postponed (or if the Buyer refuses it solely as part of an Advertising Airtime reservation), the price of the Advertising Airtime or Sponsorship Opportunity will not be due.

2. Assignment of rights and warranties

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

- to reproduce, present and, as applicable, adapt the Advertising or Sponsorship Messages provided to it, for public communication, as many times as FMM wishes, on any media notably to communicate and/or promote the Advertiser's activities;
- to communicate said Advertising or Sponsorship Messages to the public in accordance with any process in use in the activity sector and make as many copies of them as FMM wishes, to enable communication for professional use and, in particular, to inform Advertisers and their intermediaries;

② Except where the Advertising and/or Sponsorship Message is produced by FMM under the conditions defined in Clause 5 of these General Terms and Conditions of Sale, the Buyer warrants FMM that it is the holder of all the intellectual property rights and that it observes personality rights, notably those relating to privacy.

In particular, the Buyer warrants FMM that it holds the rights of reproduction, adaptation, broadcasting and communication to the public as well as the industrial property rights necessary for the exploitation of the Advertising or Sponsorship Message.

Consequently, the Buyer shall indemnify FMM against any claim or action by any third party (including authors, composers, performers, producers, etc.) which considers that its intellectual or industrial property rights have been infringed by the broadcasting of the Advertising or Sponsorship Message.

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

Each recording submitted to France Médias Monde must be accompanied by a statement of the musical, literary or dramatic works used in the recording so that they can be declared by FMM to the relevant collecting societies in respect of the broadcasting of Advertising or Sponsorship Messages on RFI.

Furthermore, the Buyer shall certify that the Advertising or Sponsorship Message does not contain any defamatory accusation or slur and shall indemnify FMM against any third-party claim in this respect.

3. Termination

If the Buyer fails to comply with its obligations as set out in these General Terms and Conditions of Sale, and thirty (30) days after the Buyer receives a registered letter with acknowledgement of receipt giving formal notice to fulfil its obligations which remains unheeded, France Médias Monde may terminate the Agreement as of right and without justification by registered letter with acknowledgement of receipt with no obligation to carry out any legal formality and without prejudice to any action for damages.

FMM's termination of the Agreement shall entail the cancellation of the Order. The Buyer shall remain liable for the amounts due to FMM for the broadcasting already carried out.

The Advertising Airtime or Sponsorship Opportunity reserved shall be returned to FMM and may be used for a new Order

C. SPECIFIC PROVISIONS FOR THE SALE OF ADVERTISING AIRTIME

This part of these General Terms and Conditions of Sale applies exclusively to the sale of Advertising Airtime on RFI.

Unless exceptionally authorised by FMM, an Advertising Message may not concern more than one of the Advertiser's products or services. Otherwise, FMM reserves the right not to broadcast the Advertising Message.

1. Changes to and cancellation of Advertising Orders

① Unless the Advertising Order is disputed under the conditions set out in Clause B.1.② hereof, any change to an essential element of the Advertising Order made after the signing of the Sales Order and in accordance with the provisions of these General Terms and Conditions of Sale shall give rise to a new Sales Order to be sent by FMM and signed by the Buyer.

② The Buyer must notify FMM in writing of any cancellation of or change to the Advertising Order (which is tantamount to a cancellation) for one or more Advertising Messages no later than 7 calendar days before the broadcasting date of the relevant Advertising Message(s) specified in the Advertising Order. In the event of non-compliance with this deadline, and except in the event of Force Majeure duly notified to FMM making it impossible for the Buyer to meet its obligations, a penalty corresponding to 10% of the net amount of the cancelled Advertising Order will be due by the Advertiser.

③ In the event of cancellation, the Advertising Airtime shall be returned to FMM and may be used for a new Advertising Order.

④ Payment for Advertising Messages not broadcast for reasons such as Force Majeure, a strike or exceptional events disrupting their broadcast and attributable to France Médias Monde shall not be due, the Buyer or third parties being unable to claim in any event any compensation or indemnity in this respect.

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

2. Delivery of the Advertising Message by the Buyer

① The Advertising Messages will be provided in the format required by RFI within the framework of the Advertising Order.

② The broadcasting medium must be delivered to France Médias Monde no later than 5 working days before the date of the first broadcast. After this deadline, the price of the broadcast is due in full by the Advertiser, as if the broadcast had taken place.

Similarly, in the event that, for technical reasons, the media provided by the Buyer prove to be unsuitable for broadcasting the Advertising Message, FMM will immediately notify the Buyer which must provide it with an adequate medium with the same message, no later than five (5) working days before the first scheduled broadcast. After this deadline, the price of the broadcast is due in full by the Advertiser, as if the broadcast had taken place.

③ The Advertiser grants full powers to France Médias Monde to make any changes to the Advertising Messages received in order

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to ensure they are adapted to the media broadcasting conditions for the fulfilment of its Advertising Orders.

④ France Médias Monde will verify that the actual duration of the Advertising Message delivered is strictly in line with that of the Advertising Airtime reserved. The Advertising Message will be refused if this check reveals that the duration of the Advertising Message delivered does not correspond to that of the Advertising Airtime reserved in accordance with the provisions of the Advertising Order.

3. Production of the Advertising Message by FMM

① A production service for producing and recording Advertising Messages is made available to the Advertiser or its Agent by FMM.

In this case, FMM warrants the Buyer that it holds all intellectual property rights to the Advertising Messages it produces.

In particular, FMM warrants the Buyer that it holds the rights of reproduction, adaptation, broadcasting and communication to the public as well as the industrial property rights necessary for the exploitation of the Advertising Message.

FMM guarantees that it shall observe the personality rights, in particular those relating to privacy.

Consequently, FMM shall indemnify the Buyer against any claim or action by any third party (including authors, composers, performers, producers, etc.) which considers that its intellectual or industrial property rights have been infringed by the broadcasting of the Advertising Message.

② FMM's Advertising Message production services are marketed in the form of packages as follows:

In the event that the Buyer chooses packages 1 or 2, the text must be submitted by the Buyer before any recording and in any case at least eight (8) business days before the date scheduled for the first broadcast. Any changes to the text during the campaign shall be subject to the same procedure.

③ The technical and production costs of the Advertising Messages made by FMM are not included in the budget of the Advertising Order and shall be invoiced separately.

D. SPECIFIC PROVISIONS FOR THE SALE OF SPONSORSHIP OPPORTUNITIES

This part of these General Terms and Conditions of Sale applies exclusively to the sale of Orders for sponsorship of programmes broadcast on RFI.

1. Changes to and cancellation of Sponsorship Orders

① Unless the Sponsorship Order is disputed under the conditions set out in Clause B.1.② hereof and except for an agreement to the contrary concluded between FMM and the Buyer, any change to an essential element of the Sponsorship Order made after the signing of the Sales Order and in accordance with the provisions of these General Terms and Conditions of Sale shall give rise to a new Sales Order to be sent by FMM and signed by the Buyer.

② The Buyer must notify FMM in writing of any cancellation of or change to the Sponsorship Order (which is tantamount to a cancellation) for one or more Sponsorship Messages. If the Buyer

notifies FMM within the three months before the broadcast date of the Sponsorship Message(s), no penalty will be applied to the Buyer and FMM undertakes to reimburse all amounts already received.

After this period and except in the event of Force Majeure duly notified to FMM making it impossible for the Buyer to meet its obligations, the Buyer shall be liable to FMM for the penalties as follows:

- cancellation of the Sponsorship Order between 3 months and 2 months before starting to fulfil the Order: the Buyer shall be liable for 30% of the Order price mentioned in the Sales Order;
- cancellation of the Sponsorship Order between 2 months and 1 month before starting to fulfil the Order, the Buyer shall be liable for 70% of the Order price mentioned in the Sales Order;
- cancellation of the Sponsorship Order less than one month before starting to fulfil the Order: the Buyer shall be liable for 85% of the Order price mentioned in the Sales Order.

③ In the event of cancellation, the Sponsorship Opportunity shall be returned to FMM and may be used for a new Sponsorship Order.

④ If the sponsored programme is no longer aired or is replaced by another programme during the fulfilment of the Order, the Order is cancelled and the Buyer is only charged for Messages that have been broadcast.

⑤ Payment for Sponsorship Messages not broadcast for reasons such as Force Majeure, a strike or exceptional events disrupting their broadcast and attributable to France Médias Monde shall not be due, the Buyer or third parties being unable to claim in any event any compensation or indemnity in this respect.

⑥ After a period of 3 calendar days following the first broadcast of a Sponsorship Message, no claim of a technical nature concerning the broadcast or production quality or timing of the broadcast of the Advertising Message will be accepted.

2. Delivery of the Sponsorship Message

① The Sponsorship Messages will be provided in the format required by RFI within the framework of the Order.

② The broadcasting medium must be delivered to France Médias Monde no later than 5 working days before the date of the first broadcast. After this deadline, the price of the broadcast is due in full by the Advertiser, as if the broadcast had taken place.

Similarly, in the event that, for technical reasons, the media provided by the Buyer prove to be unsuitable for broadcasting the Sponsorship Message, FMM will immediately notify the Buyer which must provide it with an adequate medium with the same message, no later than five (5) working days before the first scheduled broadcast. After this deadline, the price of the broadcast is due in full by the Advertiser, as if the broadcast had taken place.

③ The Advertiser grants full powers to France Médias Monde to make any changes to the Sponsorship Messages received in order to ensure they are adapted to the media broadcasting conditions for the fulfilment of its Orders.

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④ France Médias Monde will verify that the actual duration of the Sponsorship Message delivered is strictly in line with that of the Sponsorship Opportunity reserved. The Sponsorship Message will be refused if this check reveals that the duration of the Sponsorship Message delivered does not correspond to that of the Sponsorship Opportunity reserved in accordance with the provisions of the Order.

3. Production of the Sponsorship Message

① A production service for producing and recording Sponsorship Messages as well as advertising jingles is made available to the Advertiser or its Agent by FMM.

The characteristics of the Sponsorship Message will be defined in a written agreement between FMM and the Buyer.

Any other use of the Sponsorship Messages than that provided for under these General Terms and Conditions of Sale must be expressly agreed by FMM.

② FMM warrants the Buyer that it holds all intellectual property rights to the Advertising Messages it produces. In particular, FMM warrants the Buyer that it holds the rights of reproduction, adaptation, broadcasting and communication to the public as well as the industrial property rights necessary for the exploitation of the Advertising Message.

FMM guarantees that it shall observe the personality rights, in particular those relating to privacy.

Consequently, FMM shall indemnify the Buyer against any claim or action by any third party (including authors, composers, performers, producers, etc.) which considers that its intellectual or industrial property rights have been infringed by the broadcasting of the Advertising Message.

③ The technical and production costs of the Sponsorship Messages made by FMM are not included in the budget of the Sponsorship Order and shall be invoiced separately.

E. PRICING CONDITIONS APPLICABLE TO THE SALE OF ADVERTISING AIRTIME AND SPONSORSHIP OPPORTUNITIES

1. Basic prices

① The Basic Prices set out below are given excluding tax, therefore the applicable VAT is added to the invoices. Only prices in euros are binding, Order prices are only given in another currency for information purposes.

The Basic Prices vary according to the various Area-Specific Advertising and the broadcasting time of the Advertising Message. These Basic Prices are indicative and may vary during the year. The Basic Prices are as follows:

② For sponsorship, the price of a Sponsorship Message is calculated based on the number of broadcasts of the Sponsorship Message planned for each week of the programming schedule.

All pricing information is available in the sponsorship book, which is provided to Advertisers upon request by email to: regiepub@francemm.com

The pricing information given in the sponsorship book is indicative as this document has no contractual value.

2. Adjustment

To calculate the price of an Advertising Message of a shorter duration than the basic Advertising Airtime (Advertising Airtime of 30 seconds), the Basic Price is adjusted according to the indices below, it being stated that the Basic Price should be multiplied by the index corresponding to the duration of the Advertising Message.

5 secondes	0.15
10 secondes	0.45
15 secondes	0.6
20 secondes	0.8
25 secondes	0.9

For any request to broadcast an Advertising Message that is longer than the basic Advertising Airtime, the customer is advised to contact France Médias Monde, which will offer a specific price.

3. Increases

The prices for the sale of Advertising Airtime may be subject to the following increases, calculated on the basis of the Gross Price and set out in the Advertising Order, if applicable:

- Preferential slot: +10%
- Mention of several Advertisers in the same message: +15%
- Sector Exclusivity within a slot: +20%

4. Reductions

The prices for the sale of Advertising Airtime may be subject to the following reductions and set out in the Advertising Order if applicable:

- **Volume discount**

All Advertisers benefit from a volume discount, calculated by section based on the total amount of Advertising Orders invoiced according to scale available on www.rfadvertising.com.

- **New customer reduction**

Any new Buyer or Advertiser that has not concluded an Order to advertise on RFI for at least two years shall receive a reduction of **2%**. This reduction is applied to the Gross Price and can be combined with the other discounts.

- **Loyalty discount**

Any Advertiser that has concluded one or more Advertising Orders in the two years preceding a new Order to advertise on

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RFI shall receive a loyalty discount of **3%**. This reduction can be combined with the other discounts and applies to the Gross Price.

- **Advertising agency discount**

The advertising agency discount applies to all Advertising Orders only where the Buyer is a media agency, it being understood that any media agency may benefit from it. It is calculated on the total amount of Advertising Orders invoiced by France Médias Monde, with any discounts mentioned in the preceding paragraphs deducted.

- **Concurrent agency agreements**

Any contract entered into in 2022 with RFI's advertising sales department by an agent acting on behalf of at least two Advertisers shall give rise to a **3%** discount calculated on net turnover, with all discounts deducted, including the advertising agency discount.

5. Invoicing and payment terms

① General

Invoices and credit notes will be drawn up by France Médias Monde in the name of the Advertiser.

The original invoice will be drawn up in the name of the Advertiser. If there is an Agent, the Agent may obtain a duplicate invoice if it so requests.

The Advertiser shall always be liable for payment of the Order, including if a payment order is entrusted to its Agent.

Any payment or advance made by the Advertiser to its Agent is not binding on France Médias Monde and shall not release the Advertiser from its obligations vis-à-vis France Médias Monde.

The Advertiser may, under its sole responsibility, authorise the Agent to collect in its name and on its behalf the credit note amounts issued by France Médias Monde. Payment by France Médias Monde of the credit note amounts to the Agent shall release France Médias Monde from paying these to the Advertiser which shall solely bear the risk of the Agent's subsequent default.

The invoice shall constitute a record and proof of the conditions for broadcasting the Orders mentioned therein.

The fees related to the transfer of the amounts due and the taxes and duties relating to the Orders, in force at the time of invoicing, shall be payable by the Buyer.

International transfer fees are payable by the Buyer.

The original invoice will be drawn up in the name of the Advertiser. If there is an Agent, the Agent may obtain a duplicate invoice if it so requests.

② Dispute

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

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

③ Payment terms

50% of the price of the Advertising Airtime or Sponsorship Opportunity must be paid upon its reservation.

The invoice corresponding to the remaining 50% of the broadcasting price is drawn up by FMM at the end of the month during which the broadcast takes place.

The Buyer undertakes to pay the invoices by cheque or bank transfer within 30 days of their issue. Failing this, it shall be liable for the payment of the penalty provided for in Clause E.5.5 hereof.

Payments by cheque should be made payable to France Médias Monde.

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

If there is a payment order between an Advertiser and its Agent, they shall remain jointly and severally liable vis-à-vis FMM. Consequently, payment by the Advertiser to its Agent shall not release it from its payment to FMM.

④ Advance payment

FMM reserves the right to request full payment of the price of the Advertising Airtime or Sponsorship Opportunity, before any broadcasting of the Advertising or Sponsorship Message, from any Buyer:

- which concludes an Order for the first time or which has not concluded an Order for at least two years;
- which in the past has breached the provisions relating to the payment terms;
- if there is doubt over its creditworthiness.

⑤ Late-payment penalties

In the event of non-payment of the invoices on their due date, the Advertiser shall be liable for a late-payment penalty equal to three and a half times the legal interest rate in force on the invoicing date. This penalty is calculated on the amount outstanding, excluding taxes, and starts from the due date without any formal notice being required.

Furthermore, any delay in payment shall give rise, as of right and without any other formality, to the payment of a fixed charge for recovery costs, the amount of which is fixed at €40 in accordance with Article D441-5 of the French Commercial Code.

In the event of non-compliance with the invoice payment terms, the Order may be terminated with the consequences being borne solely by the Advertiser. The Advertiser shall remain liable for the price of the Advertising Messages already broadcast.

France Médias Monde reserves the right to take any action it deems necessary in order to collect outstanding debts.