

AUDITOIRE

PURCHASE TERMS AND CONDITIONS

ARTICLE 1 COMPLIANCE WITH THE PURCHASE TERMS AND CONDITIONS - ENFORCEABILITY

These purchase terms and conditions apply to all products and/or services orders made by AUDITOIRE, except in the event of a specific written agreement between the parties.

The supplier's (hereinafter the SUPPLIER) acceptance of products and/or services orders excludes all discrepancies in its sales terms and conditions.

The specific terms and conditions, which derogate from the present purchase terms and conditions, shall not be valid unless specifically and expressly stipulated on the order form. These purchase terms and conditions and specific conditions do not take priority over agreements existing between the SUPPLIER and Omnicom Europe Limited and/or Omnicom Group Inc. and this order is bound by the provisions of such agreements.

Any start of performance of the services provided in the order by the SUPPLIER without having first returned it signed to AUDITOIRE, implies acceptance of these purchase terms and conditions.

ARTICLE 2 PRODUCTS AND/OR SERVICES SUPPLY

The SUPPLIER undertakes to perform the services only with an order from AUDITOIRE.

The SUPPLIER undertakes to supply the products and/or services as they are presented, in quantity and quality, on the order form, on the basis of the elements communicated by AUDITOIRE.

AUDITOIRE communicates to that effect, on a strictly confidential basis, all information and elements necessary to the execution of the order.

The order shall be deemed to be accepted by the SUPPLIER by the return of the countersigned order or by starting to perform the services of the concerned order.

The SUPPLIER undertakes to always act loyally towards AUDITOIRE, and namely to inform the latter immediately of any difficulty encountered in the execution of the order. The SUPPLIER warrants that the products and/or services provided in complete compliance with AUDITOIRE's order and free from defects.

He undertakes, pursuant to an obligation of results, to perform all services ordered according to the best quality criteria in force in the business, for every type of services provided, and more generally to ensure a quality of services in compliance with the current state of the art.

Upon a lack of conformity of the products and/or services provided, AUDITOIRE shall be able to, within a month of delivery:

- (i) cancel the order after having informed the SUPPLIER, or
- (ii) obtain, at the latter's expense, the immediate replacement of the products and/or services which lack conformity by products and/or services of quality at least equivalent,

subject to the indemnification which can be demanded by AUDITOIRE in compensation for the damage sustained.

The products which lack conformity shall, should the need arise, be returned to the SUPPLIER, at the latter's expense.

ARTICLE 3 DELIVERY TERMS

The SUPPLIER undertakes to provide the products and/or services ordered by AUDITOIRE within the timelines stipulated on the order form. Any order delivered in breach of such timelines may be returned to the SUPPLIER at its expense.

ARTICLE 4 TRANSPORTATION AND PACKAGING

Save for specific conditions stipulated on the order form, the products and/or services are transported at the SUPPLIER's responsibility which chooses the carrier, subscribes to the necessary insurance in order to guarantee transportation, and ensures the conditioning and packaging. As a consequence, the SUPPLIER shall be liable for any breakage, deterioration and damage observed on delivery.

The packages shall be clearly identified by reference to the corresponding order form.

Transportation costs, when born by AUDITOIRE, shall only be reimbursed on presentation of the invoice, to the exclusion of any other method.

ARTICLE 5 TRANSFER OF OWNERSHIP

Transfer of ownership and risks occurs on delivery, after quality and quantity control of the products and/or services, and their acceptance without reservation by AUDITOIRE.

Notwithstanding any provision contrary to the sales terms and conditions, acceptance of the order by the SUPPLIER, evidenced by return of the signed order or by the beginning of execution of

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the services entails the latter's waiver to invoke any retention of ownership.

ARTICLE 6 **PRICE**

The price of the products and/or services is stipulated on the order form. It shall cover all costs, including shipping and packaging, and fees that the SUPPLIER shall incur for the execution of the order.

The price is firm and non-revisable and shall not, under any circumstance, be unilaterally increased by the SUPPLIER. However, in the event AUDITOIRE orders additional products and/or services, such order shall give rise to a supplementary payment on the basis of an estimate previously communicated by the SUPPLIER and accepted in writing by AUDITOIRE.

ARTICLE 7 **INVOICING AND PAYMENT**

Invoices are issued and sent to AUDITOIRE on a date that shall in no case be earlier to the date of acceptance without reservations of the products and/or services ordered and executed. Invoices, to which the concerned order is necessarily attached, shall comply with the provisions of articles L. 441-3 and L.441-6 of the Commerce Code. They must also stipulate the order number and, if need be, the transportation method and destination of the products. The issuance date of the invoice
AUDITOIRE shall pay the SUPPLIER within 60 days from the issuance date of the invoice. The SUPPLIER authorizes AUDITOIRE to set off the sums due by AUDITOIRE against the ones due by the SUPPLIER, on any basis whatsoever.

ARTICLE 8 **COMPLIANCE WITH REGULATIONS**

The SUPPLIER undertakes to comply with all regulations applicable to the performance of its business and namely to perform all procedures and obligations linked to the performance of its business.

The products and/or services provided must comply in their entirety to legal and regulatory provisions applicable, namely with regards to quality, safety, components and presentation of the products and/or services, labor law and environmental law.

The SUPPLIER represents and warrants to the best of his knowledge that the services shall be provided with employees regularly employed with regards to social legislation in force.

Should Service Provider undertake to process personal data on behalf of TBWA\GROUPE, Service

Provider undertakes (i) to only intervene in accordance with the instructions of TBWA\GROUPE, (ii) to implement all necessary physical, numeric and organisational measures (compliance procedures) so as to protect such data from accidental or unlawful destruction, accidental loss, alteration, dissemination or unauthorized access and any other form of unlawful processing and (iii) that any data processing carried out either by itself or by its subcontractors complies with all applicable laws and regulations, in particular the European General Data Protection Regulation N°2016/679 of April 27, 2016

ARTICLE 9 **LIABILITY AND INSURANCE**

The SUPPLIER guarantees the proper execution of the order. The SUPPLIER is responsible for its own products, services, consultations or recommendations or issued by any legal entity acting on its behalf and for the consequences of any mistake, omission, delay, bad execution or failure thereto, towards AUDITOIRE and third parties, and namely AUDITOIRE's clients.

The SUPPLIER shall personally insure the provision of the products and/or services ordered and shall not resort to sub-contractors without the prior written consent of AUDITOIRE. The SUPPLIER remains in all cases liable to AUDITOIRE for the good execution of the order.

The SUPPLIER shall answer for any loss, damages or material, moral or bodily damages, direct or indirect, arising out of his liability as defined hereinabove et notwithstanding any contrary limitation or exoneration clause.

However, the SUPPLIER shall not be held liable for delays or non-performance of the services when they result from an event of *force majeure* as defined in article 13.

The SUPPLIER represents and acknowledges having subscribed to all necessary insurances covering its liability and its agents' liability. The SUPPLIER of services undertakes, in compliance with article R.324-4 of the Labor Code, to submit to AUDITOIRE each 6 month the following documents:

- an updated certificate of incorporation
- a certificate of tax domiciliation / residence (for withholding tax purposes)
- a balance sheet

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- all certificates establishing that the vendor has duly complied with all its tax, social and regulatory obligations, contributions and payments in his country
- a certificate whereby the vendor declares that all its employees are duly declared with the relevant authorities.
- current Civil insurance certificate indicating the nature and duration of the warranties and deductibles

In case of inaccuracy of the documents and information provided or in case of lack of transmission of these documents, and after formal notice remained unsuccessful, the order may be terminated on the sole grounds of the SUPPLIER failure. The SUPPLIER undertakes to require and to verify every tax and social security certificates of anyone working on its behalf.

ARTICLE 10 **PROPERTY RIGHTS**

The SUPPLIER transfers to AUDITOIRE all of its property rights, including but not limited to, its reproduction rights, performance and adaptation rights on Intellectual Property elements conducted within the frame of the execution of the order of products and/or services (works, edited documents, video recordings etc.) for the whole world and for the duration of these copyrights. AUDITOIRE may, at any time, ask that the SUPPLIER remit the all of the above-mentioned Intellectual Property Elements.

As regards the rights of third parties, the SUPPLIER undertakes to have authors, designers, and inventors who are not a part of its personnel, to transfer their property rights, namely reproduction and performance rights, which are necessary to the execution of the order. If the SUPPLIER does not obtain transfer of the entirety of these rights, it shall inform AUDITOIRE of the scope and limits of the Intellectual Property rights obtained.

The SUPPLIER guarantees AUDITOIRE against any action or claim of a third party when they relate to Intellectual Property rights used by it and for the execution of the order.

Right of publicity

The SUPPLIER expressly authorizes AUDITOIRE, free of charge, to capture the voice and lyrics which shall thus be secured during the Events, worldwide, for a duration of fifteen (15) years, in part or in whole, on any medium, by any means

and processes known and unknown to date, in any format.

Exploitation by these varied means shall be authorized through any technical process off-line and on-line existing or to come, on any medium and in any formats. These exploitation rights encompass the right of reproduction and the right to use the image.

The SUPPLIER undertakes to guarantee AUDITOIRE against any action or claim of a third party who is under the responsibility of the SUPPLIER regarding the right of publicity pursuant to the order.

ARTICLE 11 **CANCELLATION OF AN ORDER**

Unless otherwise stipulated in the specific terms and conditions, the conditions applicable to the cancellation of an order are the following:

In the event of a total cancellation of an order by the SUPPLIER whichever the cause, AUDITOIRE shall be immediately and completely be reimbursed of all the sums already paid to the SUPPLIER on the date of this cancellation, without prejudice to any legal claim for damages it could initiate.

In the event a partial non-performance of its obligations by the SUPPLIER for whichever reasons, the latter undertakes to surrender to AUDITOIRE the amount for the services.

AUDITOIRE reserves the right to cancel, in part or in full without compensation of any kind any command that would not have been placed and accepted according to the conditions set forth in article 2..

AUDITOIRE's liability is limited to reimbursement of expenses incurred by the SUPPLIER at the relevant date:

- In case of cancellation by AUDITOIRE of an order accepted by the PROVIDER, evidenced by return of the signed order or by the beginning of execution of the services;
- In case of cancellation by AUDITOIRE's clients of all or any part of an order to AUDITOIRE which include products and / or services from the SUPPLIER by sending the latter a notification by registered letter specifying the effective date of the cancellation of the concerned order.

ARTICLE 12 **LATE PENALTIES**

In case of late or incomplete delivery of the products and / or the services by the SUPPLIER, AUDITOIRE may, without prior notice and without

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prejudice to any claims for damages which it may claim, charge the SUPPLIER with late penalties at an amount equal to 1% of the total amount of the order excluding taxes, by day of delay, provided that the penalties will be capped at 20% of total pre-tax amount of the order.

ARTICLE 13 **TERMINATION – FORCE MAJEURE**

AUDITOIRE may terminate the order as of rights in the event of non-performance, default or failure or failure to comply with one or several stipulations of the order form and/or these terms and conditions.

AUDITOIRE may cancel the order if the level of quality of the SUPPLIER is insufficient. In this case, the SUPPLIER shall in no circumstances claim for damages.

Termination shall be effective as of the date on which an official notification sent by registered mail is received.

The provisions of Article 14 (Confidentiality) shall survive for a period of ten (10) years after termination.

However, the order shall not be terminated if the non-performance or failure to comply is due to *force majeure*.

In case of force majeure, the defaulting party shall notify the other party at the earliest. Each party shall to take all necessary provisional measures so as to reduce to the best of their ability the consequences of the force majeure. However, if any event which constitutes force majeure were to last more than a month, the order could be terminated as of right, by one or the other party, without compensation being payable by or to either party, when necessary, even if provisional measures have been adopted.

In the case were the SUPPLIER would be unable to perform the order due to a case of force majeure, and were AUDITOIRE would have paid an advance, the SUPPLIER shall reimburse to AUDITOIRE the advance paid after deduction of the amounts disbursed by the SUPPLIER for the performance of the order before the date of occurrence of the force majeure.

Pursuant to this agreement, the following constitute force majeure: war, riot, strike not involving employees of either party, suspension of means of transport and telecommunication, requisitions or measures pursuant to laws or regulations imposing restrictions on the object of the order and generally, any event stipulated by French law and case law on the matter.

ARTICLE 14 **CONFIDENTIALITY**

The SUPPLIER undertakes to keep confidential any elements or information, whichever its nature, which may have come to his knowledge in the framework of the order made by AUDITOIRE or of its execution including but not limited to technical, commercial, financial or other information likely to promote the interests of a competitor or be prejudicial to AUDITOIRE, even indirectly.

The SUPPLIER namely undertakes to limit its disclosure to its personnel when necessary for the execution of the order, and shall take all necessary measures, namely with its personnel, to preserve its confidentiality.

The SUPPLIER undertakes not to use any reference as regards AUDITOIRE or its client, not to use any creation created in any way whatsoever and specifically for promotional and / or advertising purposes without AUDITOIRE's consent.

The SUPPLIER undertakes, unless otherwise required by law or regulation, at AUDITOIRE's first request and without charge, either return or destroy all confidential information and copies that have been made and are in possession or under its control.

ARTICLE 15 **GOVERNING LAW – JURISDICTION**

The order is governed by French law. Any dispute arising in connection with its validity, construing or performance, shall be referred exclusively to the Commercial Court of Paris for any dispute, even in the event of several defendants or impleader, notwithstanding any contrary clause in the sales terms and conditions of the SUPPLIER, or of any of the latter's commercial documents.