

# AUDITOIRE

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### ARTICLE 1 – SCOPE

1.1 These General Terms and Conditions of Purchase shall apply by operation of law to orders of products and/or of services placed by AUDITOIRE.

1.2 Any special terms and conditions or exemptions to these General Terms and Condition of Purchase shall not be valid unless stipulated expressly on the purchase order.

1.3 Any order accepted by the SUPPLIER shall imply the SUPPLIER's unreserved adherence to these General Terms and Conditions of Purchase and exclude all of the SUPPLIER's general terms and conditions of sale, including all general clauses and conditions featured on the Supplier's printed materials.

### ARTICLE 2 – FORMATION OF THE SALE

2.1. The SUPPLIER hereby agrees not to begin a service without a purchase order.

2.2. Any order begun without first having returned a signed purchase order shall imply the tacit acceptance of these terms and conditions.

2.3. Any order change must be the subject of a new purchase order issued by AUDITOIRE.

2.4. The fact that AUDITOIRE does not require performance of any one of the clauses by the SUPPLIER shall not imply a tacit waiver of the benefit of said clauses.

### ARTICLE 3 – NON-DISCLOSURE

3.1. Any document and any information of any kind entrusted to the SUPPLIER and any of the SUPPLIER's subcontractors are confidential. Any reproduction or communication thereof is prohibited. The SUPPLIER shall return all documents entrusted to it upon delivery at the latest. The SUPPLIER guarantees the proper performance of said confidentiality obligation by its employees and any subcontractors.

3.2. The SUPPLIER shall not refer to AUDITOIRE, to AUDITOIRE customers or the services performed, as a reference, without the prior written consent of AUDITOIRE.

### ARTICLE 4 – DELIVERY - ACCEPTANCE

4.1. The delivery deadlines mentioned on the purchase order are binding and commit the SUPPLIER under a performance obligation. Any order delivered not in compliance with the delivery deadlines may be returned to the SUPPLIER at its expense.

4.2. In the event of a non-compliant order, AUDITOIRE hereby reserves the right to cancel the sale and return the order to the SUPPLIER at its expense, or request that the SUPPLIER correct the situation as soon as possible.

### ARTICLE 5 – TRANSFER OF OWNERSHIP AND RISKS

5.1. The transfer of ownership and risks shall take place as the service is performed, after a qualitative and quantitative verification of the products and/or services and the unreserved acceptance thereof by AUDITOIRE.

5.2. Notwithstanding any clause to the contrary in the general terms and conditions of sale, the acceptance of the order by the SUPPLIER, materialised by the start of performance of the services, implies a waiver by the SUPPLIER of its right to avail itself of any retention of ownership.

### ARTICLE 6 – GUARANTEES

6.1. The SUPPLIER hereby guarantees AUDITOIRE the peaceful enjoyment of the item sold, particularly with regard to intellectual property.

6.2. The SUPPLIER, an experienced professional, hereby agrees to deliver a product and /or service that complies with AUDITOIRE's requirements and with current regulations.

6.3. The SUPPLIER hereby guarantees AUDITOIRE against any apparent or hidden defects and agrees to repair or replace the product and/or service as soon as possible, according to AUDITOIRE's choice.

6.4. The SUPPLIER hereby transfers all of its property rights to AUDITOIRE, which include but are not limited to its reproduction, performance and adaptation rights, for all uses (across all media, with or without buying media space), over the Intellectual Property elements created in the context of fulfilling the order of the products and/or services (works, published documents, video recordings, etc.) for the entire world and for the full term of copyright protection. At any time, AUDITOIRE may require the return by the SUPPLIER of all of said Intellectual Property elements.

6.5. Concerning third-party rights, the SUPPLIER is hereby committed under a performance obligation to obtain from the authors, designers, and inventors that are not a member of its staff, the transfer of their property rights, particularly reproduction and performance rights, for the entire world and for the entire term of copyright protection.

6.6. The SUPPLIER hereby agrees to hold AUDITOIRE harmless for any legal action or claim by a third party related to the Intellectual Property elements used by it and implemented in the execution of the order.

6.7. The SUPPLIER hereby expressly authorises AUDITOIRE, free of charge, to capture and use, if it so decides, the image, voice and words of the SUPPLIER's staff or its subcontractors that are recorded during provision of the services, throughout the entire world, for a period of fifteen (15) years, fully or partially, on all media, by all methods, and processes, known or unknown at this time, in all formats.

6.8. Exploitation through these various methods may take place through all existing or future off-line and on-line technical processes, on all media and in all formats. Such exploitation rights include the reproduction right and the right to depict its image.

6.9. The SUPPLIER hereby agrees to hold AUDITOIRE harmless against any action or claim by a third party placed under the responsibility of the SUPPLIER regarding the image and intellectual property rights in the context of the orders.

6.10. In the event that specific remuneration is stipulated for the assignment of intellectual property rights, this remuneration is only due in the event of actual use for each of the methods of use stipulated. In the event that AUDITOIRE entrusts services to the SUPPLIER involving the use of third party intellectual property rights, the SUPPLIER may not under any circumstances make any use of these rights other than for the use ordered by AUDITOIRE, and the transfer of these rights required for the SUPPLIER to fulfil the order does not under any circumstances imply the transmission of any intellectual property right to the SUPPLIER over these rights.

6.11. In the absence of an express request, and unless there is a legal obligation to do so, no work and/or creation produced by the SUPPLIER shall feature an indication of the SUPPLIER's identity, the SUPPLIER being presumed to have wished to remain anonymous. In any event, when an express request is issued by the SUPPLIER, this request may be refused when, due to technical requirements or material impossibility, it is not possible to make this indication, particularly in television films.

6.12. With regard more specifically to modelling agencies and/or models, unless otherwise stipulated, the model authorises AUDITOIRE, in accordance with the special terms and conditions provided for in this contract/purchase order and in return for the payment of the fixed and final sum stipulated in this same contract/purchase order, to reproduce and disseminate their image by all means, in all forms, in all places or countries, for the period indicated on the purchase order with all the captions that AUDITOIRE deems appropriate to add to it, in particular for the following uses: press, catalogues, leaflets, POS advertising, flyers, printed materials or advertising editions of any kind, computer networks such as the Internet and intranet. All other uses such as display, cinema and television will give rise to negotiations with the modelling agency beforehand.

6.13. The SUPPLIER guarantees AUDITOIRE not to be or become economically dependent on AUDITOIRE by accepting AUDITOIRE's order. The SUPPLIER shall immediately inform AUDITOIRE in writing if its turnover with AUDITOIRE exceeds 20% of its total turnover.

### ARTICLE 7 – PRICE, PAYMENT

7.1. The price for the products and/or services shall be contained on the purchase order. It covers all fees, particularly shipping and packing fees, and the duties the SUPPLIER may be required to pay in order to execute the order.

7.2. The price is firm and non-revisable and may not in any case be the subject of a unilateral price increase by the SUPPLIER.

7.3. However, if AUDITOIRE orders additional products and/or services, they shall result in the payment of a price supplement based on a quote communicated beforehand by the SUPPLIER and accepted in writing through the issuance of a purchase order by AUDITOIRE.

7.4. The invoice may not be issued before written confirmation by AUDITOIRE of the acceptance of the services, subject to regular communication of the documents set out in Article 13.

7.5. Invoices must:

- include the purchase order number, with one per invoice.

- be a native electronic invoice;

- be sent by email to the address indicated on the purchase order.

7.6. Any invoice shall be payable by bank transfer within a period of 60 days starting from the invoice issuance date. Unless otherwise stipulated on the purchase order, no down payment is made on the order.

7.7. The SUPPLIER hereby authorises AUDITOIRE to offset monies owed by AUDITOIRE with those owed by the SUPPLIER, in any capacity whatsoever.

### ARTICLE 8 – ORDER NON-TRANSFERABILITY

8.1. The SUPPLIER may not in any case transfer all or part of the agreement, directly or indirectly, in exchange for money or free of charge. It may not subcontract or manufacture without the prior written consent of AUDITOIRE.

### ARTICLE 9 – PERSONAL DATA PROCESSING

9.1. The "Personal Data" is personal data as defined by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR").

9.2. AUDITOIRE and the SUPPLIER (hereinafter, "the Parties") hereby agree to comply with the GDPR.

9.3. Each Party may be required to collect and process the other Party's Personal Data in the performance of the Agreement and/or for the purposes of managing the suppliers' file on natural persons and/or for the purposes of managing its customers and prospects. In such a case, the Party concerned is responsible for processing such Personal Data within the meaning of the GDPR.

9.4. The SUPPLIER may also be required to collect and/or process Personal Data on behalf of AUDITOIRE, acting as a sub-processor for such Personal Data, within the meaning of the GDPR. In this respect, the SUPPLIER hereby agrees to comply with the GDPR and to comply with the specific personal data protection agreement submitted to the SUPPLIER by AUDITOIRE and/or the data protection provisions provided for in the special terms and conditions of purchase.

9.5. Any breach by the SUPPLIER of the Personal Data obligations shall constitute a breach of its essential obligations, which notably may result in the partial or total cancellation of the Agreement for breach in accordance with the provisions of Article 10 of this Agreement, without prejudice to any other appeal that may be exercised by AUDITOIRE.

9.6. The SUPPLIER shall indemnify AUDITOIRE against any claim, expenses, damages, fines, losses, liability, and expenses (including lawyers' fees and expenses) incurred by the latter and caused by the SUPPLIER, directly or indirectly, due to a violation of the GDPR.

9.7. Any information request concerning personal data shall be sent to: [privacy@tbwa.com](mailto:privacy@tbwa.com)

### ARTICLE 10 – ORDER CANCELLATION

10.1. In the event of the total cancellation of the order by the SUPPLIER, regardless of the cause, AUDITOIRE shall be immediately and fully reimbursed for all monies already paid to the SUPPLIER as of the date of that cancellation, without prejudice to any damages that AUDITOIRE may claim.

10.2. AUDITOIRE may cancel an order, in whole or in part, and without compensation, that was not placed and accepted under the terms specified in article 2.

10.3. In the event of cancellation by AUDITOIRE of all or part of an order placed with the SUPPLIER, AUDITOIRE shall be immediately and fully refunded all sums already paid to the SUPPLIER at the date of such cancellation. SUPPLIER shall not be entitled to claim any damages resulting from such cancellation and AUDITOIRE shall not be liable on the basis of such cancellation for any reason whatsoever, including but not limited to loss of profits, expenses incurred/to be incurred, or consequential losses suffered by SUPPLIER as a result of such cancellation.

10.4. In the event of a cancellation by AUDITOIRE's customer, resulting from force majeure, of all or part of an order placed with AUDITOIRE and including the SUPPLIER's products and/or services, the consequences of such cancellation shall be governed by Article 12 of this Agreement.

### ARTICLE 11 – NON-PERFORMANCE – CANCELLATION

11.1. If the SUPPLIER does not totally or partially execute any of its obligations, AUDITOIRE may, at any time, cancel the order in full or in part.

11.2. In such a case, the SUPPLIER hereby agrees to repay to AUDITOIRE all sums already paid by AUDITOIRE on the order concerned, without prejudice to any damages which it may claim.

11.3. Cancellation shall be effective starting from the date a notification is received electronically.

11.4. The provisions of article 3 (Non-Disclosure) shall survive for a period of 30 (thirty) years.

### ARTICLE 12 – FORCE MAJEURE

12.1. Force majeure events are constituted by the cases accepted by French law and caselaw on the subject.

12.2. The Party prevented from performing its obligations must notify the other Party as soon as possible of the occurrence of such a case of force majeure by e-mail with acknowledgement of receipt, specifying its nature and foreseeable duration. The same Party must notify the other Party without delay of the cessation of the force majeure event.

12.3. If this inability to perform continues for a period of more than one month, or is definitive, the Contract may be terminated by either Party, by registered letter with acknowledgement of receipt, without this termination giving rise to the payment of damages by either Party.

12.4. If AUDITOIRE has made advance payments to SUPPLIER, these shall be returned to AUDITOIRE.

### ARTICLE 13 – INSURANCE/DOCUMENTS

13.1. The SUPPLIER hereby agrees to take out any insurance policy for the risk of direct and indirect damage, foreseeable or not, caused by it, or its agents, or liability for damage or injury caused by things in one's care.

13.2. The SUPPLIER of services hereby agrees, in accordance with Article R.324-4 of the French Labour Code, to provide the following documents to AUDITOIRE, or any party instructed by AUDITOIRE to obtain and verify them, every six months.

- A company registration certificate (*Extrait Kbis*) less than 3 months old
- A sworn statement on undocumented work less than 3 months old
- Certificate on foreign workers less than 3 months old
- URSSAF Certificate of Vigilance and DGFIP Tax Regularity Certificate less than 3 months old
- Tax return for the last financial year
- Current liability insurance certificate indicating the type of insurance, the coverage, and deductibles
- Any document required by AUDITOIRE to ensure that the SUPPLIER complies with the applicable rules and standards, as well as with AUDITOIRE's instructions.

13.3. In the event of an inaccuracy of the documents and information sent or if such documents are not sent, any orders in progress may be cancelled on account of the SUPPLIER's wrong after formal notice sent electronically receives no response. The SUPPLIER hereby agrees to require and verify the tax and social certificates for any person or entity working on its behalf. It also agrees to obtain the same documents from its own suppliers.

### ARTICLE 14 – SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

The SUPPLIER undertakes to comply with and shall ensure that any person or entity acting on its behalf undertakes to comply with: (1) all legal, governmental and professional rules; (2) any legislation against money laundering, corruption, influence peddling, including the Foreign Corrupt Practices Act (USA), the Bribery Act and Proceeds of Crime Act (UK), the Sapin II law (France) and any other legislation relating to the same subjects; (3) the Omnicon Group Code of Conduct (available at the following address: <https://www.omnicongroup.com/culture/ethics-policies/>), and (4) the Auditoire Group Code of Conduct (available on request).

### ARTICLE 15 – THE SUPPLIER'S STAFF

15.1. The Supplier's staff, and any person likely to work on its behalf in the context of the assignment, shall in all circumstances remain under the Supplier's civil liability.

15.2. The SUPPLIER undertakes and guarantees that the goods or services provided by it or its subcontractors under the order will be provided by employees who are employed in compliance with labour legislation. The SUPPLIER certifies to AUDITOIRE that its situation is regular vis-à-vis the tax authorities and social protection bodies, and that in the event of the use of foreign labour to provide all or part of the services on French territory, each foreign employee will have a permit authorising them to engage in paid activity in France, as well as in the professional category, profession or geographical area mentioned, where applicable, on the permit authorising them to engage in paid activity in France; in accordance with the legal provisions in force and in particular Article L8251-1 of the French Labour Code.

15.3. In the event of the SUPPLIER operating on AUDITOIRE sites, the worker appointed by the SUPPLIER must comply with the internal regulations and the safety standards in force in the AUDITOIRE establishment where they carry out their task. The worker appointed by the SUPPLIER to perform services on AUDITOIRE sites remains under the exclusive subordination of the SUPPLIER, which is solely authorised to give orders and control the work performed by its employees. The SUPPLIER shall provide AUDITOIRE with the identities of all members of its staff who will have to work on AUDITOIRE sites so that AUDITOIRE can authorise access and produce the necessary badges. For security reasons, no person who is not declared by the SUPPLIER may have access to AUDITOIRE's equipment.

### ARTICLE 16 – APPLICABLE LAW AND COMPETENT JURISDICTION

16.1. Any order placed by AUDITOIRE with the SUPPLIER is subject to French law.

16.2. Any disputes regarding its validity, interpretation, or performance, shall fall under the exclusive jurisdiction of the Commercial Court of Paris, which alone may hear any dispute, even in the event of multiple defendants or being called in as a third party, notwithstanding any provision to the contrary in the SUPPLIER's general terms and conditions of sale.