

CANAL+ ADVERTISING

TERMS & CONDITIONS OF SALES 2024



CANAL+ CANAL+
PREMIERE POP
CANAL+ CANAL+ CANAL+
CINEMA ACTION ELLES

LES CHAINES
CANAL+
SPORT

NOLLYWOOD TV
NOLLYWOOD TV
EPIC

NOVELAS™
VOTRE CŒUR BAT PLUS FORT

cuisines



A+VOIRE

A+BENIN

TRACE AFRICA
TRACE URBAN
TRACE TERANCA
TRACE KITOKO
TRACE GOSPEL

TV5MONDE
AFRIQUE

FRANCE
24

ACTION

RTL9

Gulli
AFRICA

CANAL+
family

maboke tv

NOVE GASY

SUNU
YEUF

ZACU TV

rfi



CANAL OLYMPIA

CANAL+ ADVERTISING

SALES CONDITIONS

These Sales Conditions apply to any advertising aired on platforms marketed by **CANAL+ ADVERTISING**.

TV CHANNELS

FRENCH-SPEAKING SUB-SAHARAN AFRICA

- A+
- A+ BENIN
- A+ IVOIRE
- ACTION
- CANAL+ POP, CANAL+ PREMIERE, CANAL+ CINEMA, CANAL+ ACTION, CANAL+ ELLES, CANAL+ FAMILY
- CANAL+ SPORT 1, CANAL+ SPORT 2, CANAL+ SPORT 3, CANAL+ SPORT 4, CANAL+ SPORT 5
- CUISINES
- FRANCE 24
- GULLI AFRICA
- MABOKE TV
- NOLLYWOOD TV
- NOLLYWOOD TV EPIC
- NOVEGASY
- NOVELAS TV
- RTL9
- SUNU YEUF
- TRACE AFRICA, TRACE URBAN, TRACE GOSPEL, TRACE KITOKO, TRACE TERANGA, TRACE MBOA
- TV5MONDE AFRIQUE
- ZACU TV

ENGLISH-SPEAKING SUB-SAHARAN AFRICA

- ROK
- ROK 2

FRANCE (AFRICAN DIASPORA)

- A+ INTERNATIONAL
- NOLLYWOOD TV

RADIO

Area-specific advertising on: Senegal, DRC and Indian Ocean.

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DIGITAL

Websites, mobile app and social network of CANAL+ INTERNATIONAL, THEMA, TV5MONDE, FRANCE MEDIAS MONDE, TRACE, CANALOLYMPIA and ROK.

CINEMA

The entire **CANALOLYMPIA** movie theaters network:

- Abuja - CanalOlympia Abu-Namu Mararaba
- Antananarivo - CanalOlympia Iarivo
- Conakry - CanalOlympia Kaloum
- Conakry - CanalOlympia Tombolia
- Cotonou - CanalOlympia Wologuédé
- Dakar - CanalOlympia Teranga
- Douala - CanalOlympia Bessengué
- Kigali - CanalOlympia Rebero
- Lomé - CanalOlympia Godopé
- Lomé - CanalOlympia Midé
- Niamey - CanalOlympia Hippodrome
- Ouagadougou - CanalOlympia Yennenga
- Ouagadougou - CanalOlympia Idrissa Ouédraogo
- Oyo - CanalOlympia Oyo
- Pointe Noire - CanalOlympia M'Pita
- Pointe Noire - CanalOlympia PotoPoto
- Port-Gentil - CanalOlympia Mandji'Ozangué
- Yaoundé - CanalOlympia Yaoundé I

The entire movie theaters **PATHE** in Dakar and Abidjan.

EVENTS

- The entire **CANALOLYMPIA** concerts venue

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COMMERCIAL TERMS AND CONDITIONS

The pricing and commercial conditions below, when not specified, apply to TV

1. RATE INCREASE

CITATIONS OF BRANDS

A citation is the visual and/or audible presence of brands, products or logos from other advertisers in the same advertisement.

The total length of the citation is strictly limited to 20% of the duration of the spot, to a maximum of five seconds.

Citation (unsubstantiated and no visual representation)

- 1 citation: +15%

- 2 or more citations (maximum 4): +30%

CO-BRANDING

Presence of two different products from the same advertiser, brand, and sector in the same spot: no increase.

Presence of two different products from the same advertiser and brand but different sectors in the same spot: +10% for TELEVISION and +15% for RADIO (RFI).

Presence of two different products from the same advertiser but different brands in the same spot: +20%.

Presence of two different products from two different advertisers in the same spot: +30%.

PREFERENTIAL PLACEMENT WITHIN A SLOT

For the first or last placement in the slot (excluding football or the broadcasting of major sports events): +15% for TELEVISION.

In all football competition, for the first two or the last two placement in the slot: +30% for TELEVISION.

For the first or last placement in the slot: +10% for RADIO (RFI).

SECTOR EXCLUSIVITY

To reserve sector exclusivity within a slot : +50% for TELEVISION and +20% for RADIO (RFI).

2. PRICE REDUCTIONS

COLLECTIVE ADVERTISING

- For any advertiser eligible for collective advertising: -20%

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A campaign is considered collective if it aims to promote products or services by presenting them on an equal footing, without emphasizing one or more of the brands of the products or services in question.

Such campaigns are not eligible for other reductions (excluding agency commission).

This price reduction is not eligible for major sports events.

PUBLIC SERVICE ADVERTISING

- Charities and humanitarian organizations: -50%
- Government information campaigns: -30%

Such campaigns are not eligible for other reductions (excluding agency commission).

This price reduction is not eligible for major sports events.

3. VOLUME DISCOUNTS 2023 – FOR ALL MEDIAS

The volume discount is granted according to the overall net investment made in 2023 by an advertiser on all media marketed by **CANAL+ ADVERTISING** (excluding advertisers investments related to major sports competitions, digital, product placement and innovative format).

The volume discount is deducted from the invoice in line with the relevant rate bands. The discount will be backdated to the first euro in the form of a credit note, and no cash payment will be offered.

FROM	TO	LEVEL
15 000 € 9 839 355 FCFA	24 999 € 16 399 000 FCFA	-5%
25 000 € 16.399.000 FCFA	49 999 € 32.798.000 FCFA	-10%
50 000 € 32.798.000 FCFA	99 999 € 65.596.000 FCFA	-15%
100 000 € 65.596.000 FCFA	149 999 € 98.394.000 FCFA	-20%
150 000 € 98.394.000 FCFA	+	-25%

4. TV CHANNELS BUNDLE

- **CANAL TV CHANNELS** is the communication medium which aggregates the commercial breaking codes of those TV channels: CANAL+ POP / CANAL+ PREMIERE / CANAL+ CINEMA / CANAL+ ACTION

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- **NOLLYWOOD TV CHANNELS** is the communication medium which aggregates the commercial breaking codes of those TV channels: NOLLYWOOD TV / NOLLYWOOD TV EPIC
- **TRACE TV CHANNELS** is the communication medium which aggregates the commercial breaking codes of those TV channels: TRACE AFRICA / TRACE URBAN
- **FAMILY TV CHANNELS** is the communication medium which aggregates the commercial breaking codes of those TV channels: CANAL+ FAMILY / GULLI AFRICA
- **ACTION CHANNELS** is the communication medium which aggregates the commercial breaking codes of those TV channels: CANAL+ ACTION / ACTION

5. SPECIFIC CONDITIONS REGARDING FRANCE 24

For any purchase over or equal to 10 000€ net, 1 spot purchased in the "Prime" timeslot gives way to 2 free spots in the "Day" timeslot.

- The notion of "Prime" refers to the advertising screens which rate is 500€ gross (30s basis) or 900€ gross (30s basis)
- The notion of "Day" refers to the advertising screens which rate is 300€ gross (30s basis)
- The "Day" spots must be broadcasted on the same day as those purchased in Prime.
- The "Day" spots are randomly distributed.

6. SPECIFIC CONDITIONS REGARDING TV5 MONDE

For any purchase over or equal to 10 000€ net, 1 spot purchased in the "Prime" timeslot gives way to 2 free spots in the "Day" timeslot.

- The notion of "Prime" refers to the advertising screens which rate is 500€ gross (30s basis) or 850€ gross (30s basis)
- The notion of "Day" refers to the advertising screens which rate is 300€ gross (30s basis)
- The "Day" spots must be broadcasted on the same day as those purchased in Prime.
- The "Day" spots are randomly distributed.

7. SPECIFIC CONDITIONS FOR FOOTBALL COMPETITIONS: LIGUE 1, ENGLISH PREMIER LEAGUE & UEFA CHAMPION'S LEAGUE

Maximum duration for the spot is limited at 30 seconds.

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TELEVISION

RATES PER FORMAT

Basic Rate = 30 sec

SECS	RATE	SECS	RATE	SECS	RATE	SECS	RATE
3	28%	33	120%	63	245%	93	395%
4	32%	34	125%	64	250%	94	400%
5	35%	35	130%	65	255%	95	405%
6	38%	36	134%	66	260%	96	410%
7	41%	37	138%	67	265%	97	415%
8	44%	38	142%	68	270%	98	420%
9	47%	39	146%	69	275%	99	425%
10	50%	40	150%	70	280%	100	430%
11	53%	41	154%	71	285%	101	435%
12	57%	42	158%	72	290%	102	440%
13	61%	43	162%	73	295%	103	445%
14	64%	44	166%	74	300%	104	450%
15	67%	45	170%	75	305%	105	455%
16	70%	46	174%	76	310%	106	460%
17	73%	47	178%	77	315%	107	465%
18	76%	48	182%	78	320%	108	470%
19	79%	49	186%	79	325%	109	475%
20	81%	50	190%	80	330%	110	480%
21	84%	51	194%	81	335%	111	485%
22	87%	52	198%	82	340%	112	490%
23	89%	53	202%	83	345%	113	495%
24	92%	54	206%	84	350%	114	500%
25	95%	55	210%	85	355%	115	505%
26	96%	56	214%	86	360%	116	510%
27	97%	57	218%	87	365%	117	515%
28	98%	58	222%	88	370%	118	520%
29	99%	59	226%	89	375%	119	525%
30	100%	60	230%	90	380%	120	530%
31	110%	61	235%	91	385%	150	840%
32	115%	62	240%	92	390%	180	1145%

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RADIO

RATES PER FORMAT

Basic Rate = 30 sec

SEC	RATE
5	15%
10	45%
15	60%
20	80%
25	90%

For any request to broadcast an Advertising Message for a duration longer than the basic Advertising Space, the customer should contact France Medias Monde, which will propose a specific price.

CINEMA

RATES PER FORMAT

DURATION	RATE
0 to 60 seconds	100 %
60 to 120 seconds	200%
120 to 180 seconds	300%

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TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale apply to all advertising orders accepted by **CANAL+ ADVERTISING** for broadcast through the various media platforms on which it sells advertising spaces.

1. DEFINITION

ADVERTISER

Any company placing, or upon whose behalf is placed, an advertising order for the media Platforms represented by **CANAL+ ADVERTISING**.

Groupe of Advertisers : All companies belonging to a single group that is majority-owned by the same natural or legal Person and which comprise, with said group, a single economic unit. The Advertiser must contact **CANAL+ ADVERTISING** by recorded delivery letter to confirm that it belongs to a group. The group conditions will apply from the date on which the letter is received. They can under no circumstances be applied retroactively.

AGENCY

Any company (advertising or media agency) commissioned by an Advertiser to purchase Advertising space from **CANAL+ ADVERTISING**.

ADVERTISING ORDER

Any purchase order by an Advertiser or its Agency for the broadcast of an advertisement, Sponsorship or any other form of product or brand visibility based on the booking requests made by the Advertiser and accepted by **CANAL+ ADVERTISING**, taking into account the availability in its schedule.

The Advertising Order has the full effect of a binding contract. This Advertising Order is personal to the buyer and may not be transferred under any circumstances.

ADVERTISING SPACE(S): Indicates the Advertising Spaces sold by **CANAL+ ADVERTISING**; these Spaces are referred to as "TELEVISION", "RADIO", "DIGITAL" and "CINEMA".

Sponsorship operation: Refers to any contribution made by a company or a public/private legal entity or an individual, not involved in the publishing of television services or on-demand audiovisual media or the production of audiovisual works, to the funding of television services or programs in order to promote its brand, name, image, activities, products or services.

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SPONSOR: Refers to any legal entity wishing to sponsor a broadcasted program on a Support and for which a Sponsorship Operation is implemented.

SUPPORT(S): Refers to the "TELEVISION" television channels, Internet websites, applications, "DIGITAL" catch-up television services and "CINEMA" movie theaters on which the Advertising Spaces are sold.

2. SCOPE

These Terms and Conditions apply to all offers, orders, purchases and other transactions related to traditional advertising, sponsorship or any other form of brand or product visibility. Only the Terms and Conditions in effect at the time the transaction is completed are applicable.

In the absence of negotiation and mutual agreement on the following point, by doing business with **CANAL+ ADVERTISING**, the Advertiser automatically accepts these Terms and Conditions and renounces any of its own, which will in no case be binding on **CANAL+ ADVERTISING**. In the event where the Client's Terms and Conditions contain a clause like this one, the present Terms and Conditions will prevail.

The present Terms and Conditions will remain applicable to all interactions between **CANAL+ ADVERTISING** and the Advertiser. However, taking into account legal imperatives and standard market practices, **CANAL+ ADVERTISING** reserves the right to change the Terms and Conditions.

3. EXCLUSIVE SALES RIGHTS

Only **CANAL+ ADVERTISING** and its network of sales representatives are authorized to solicit clients and sell advertising space on their media platforms.

4. PURCHASE OF ADVERTISING SPACE

PURCHASE OF TELEVISION

CLASSICAL AIRTIME : SPOTS

Enables the Advertiser or its Agency to reserve spots in its preferred programming context, subject to availability in the schedule.

CLASSICAL AIRTIME: PACKAGES

CANAL+ ADVERTISING schedules the spots in accordance with the offer description in the platform rate for the period in question.

SPONSORSHIP

CANAL+ ADVERTISING determines the nature of all sponsorship offers. The content of the offer will be fully described and generally comprises billboards and the appearance of the brand and/or product in promotional materials for the sponsored programs.

PURCHASE OF PRODUCT PLACEMENT (REAL OR VIRTUAL)

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The creation of the product placement offers is established by **CANAL+ ADVERTISING** in relation with the editor, the producer and, if necessary, an external service provider. They are subject to a systematic description of the compensation offered, without them being guaranteed. Indeed, the product placement will have to fit in naturally and its integration will thus be tailored on a case-by-case basis.

The purchase of the product placement is done through a commercial offer of a specific content, under specific conditions. The period of visibility of the product will be defined in advance according to the selected commercial offer.

Product placement is limited to a maximum of 2 Advertisers within the same program, with sectoral exclusivity. For co-branding, see the dedicated section.

The product placement sold is dedicated to the broadcast in Africa. If the content is broadcasted in another territory, the broadcaster could blur the product in order to respect the local legislation.

PURCHASE OF INNOVATIVE FORMAT (squeeze back, scroll, branded advertising jingle...)

The creation of innovative format offers is established by **CANAL+ ADVERTISING** in relation with the editor, the producer and, if necessary, an external service provider.

The purchase of the innovative format is done through a commercial offer of a specific content, under specific conditions.

PURCHASE OF DIGITAL ADVERTISING

DISPLAY AND PRE-ROLL

Enable the advertiser or its agency to reserve spaces or video pre-roll on all CANAL +, THEMA, CANALOLYMPIA and TRACE websites.

PURCHASE OF CINEMA'S SPOTS

CINEMA'S SPOTS

CANAL+ ADVERTISING schedules the pre-sessions spots in accordance with the offer description in the platform rate for the period in question.

5. CAMPAIGN

A campaign comprises all communications from an Advertiser about a given product between 1 January and 31 December. A campaign may involve one or several phases of communication during this one-year period.

6. CAMPAIGN ALTERATIONS

Campaigns may be altered within the dates initially agreed upon, provided there is sufficient availability in the schedule and the budget remains at an equivalent level (e.g. changes to advertisement format, moving advertisements to different slots). Changes can be made no later than eight days prior to broadcast.

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7. RATES

Unless **CANAL+ ADVERTISING** expressly stipulates any changes in writing, all rates are as set forth in the purchase order signed by the Advertiser or its Agency.

CANAL+ ADVERTISING reserves the right to change its rates. Any changes will be notified at least 14 days prior to their introduction. In this case, the Advertiser may reschedule its bookings to other slots, provided there is enough availability in the schedule and the budget remains at an equivalent level. **CANAL+ ADVERTISING** shall send the Advertiser or its Agency a new advertising order.

8. BROADCASTING

The broadcasting dates and times are indicative only and cannot be guaranteed by **CANAL+ ADVERTISING**, since the media platforms reserve the right to amend the order in which programs are broadcast due to technical reasons, current events, force majeure or scheduling or editorial expediency; the Advertiser may not claim compensation if any changes are made.

CANAL+ ADVERTISING undertakes to inform the Advertiser of the date and time of broadcast of each of its advertisements and sponsorship messages, accompanied – at the Advertiser's request – by proof of broadcast, subject to availability.

In the event where an advertisement is not broadcast on a given platform on the agreed date, it may – with Advertiser's agreement – be aired at a later date for the price agreed in the advertising order.

9. ORDER CANCELLATION

All cancellations must be addressed in writing to **CANAL+ ADVERTISING** by the Advertiser or its Agency a minimum of 14 days prior to the first scheduled broadcast.

A penalty equal to 50% of the amount (excluding tax) cancelled by the Advertiser will be automatically applied for any cancellations made less than 14 days prior to the first scheduled broadcast, except in case of force majeure.

10. ADVERTISEMENT COMPLIANCE

Advertising campaigns are subject to validation by the Channel Publishers.

The Advertiser undertakes to provide **CANAL+ ADVERTISING** with advertisements that comply with applicable regulations. **CANAL+ ADVERTISING** reserves the right to refuse to implement or to suspend any advertising orders if it deems that the advertisements do not comply with the laws, regulations and standards governing advertising and audio-visual communication.

CANAL+ ADVERTISING is entitled to ask the Advertiser or its Agency for any documents required to prove that the advertisements comply with the laws, regulations and standards governing advertising and audio-visual communication. The Advertiser or its Agency undertakes to provide these documents as quickly as possible.

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11. MATERIALS

Messages, as dematerialized files, must mandatorily be sent by e-mail to the following address:

diffusion.advertising@canal-plus.com

Regarding all technical materials and requirements, please refer to the document below for each media. In the event that the materials arrive late or in a manner that does not comply with the requirements set forth in these Terms and Conditions of Sale, resulting in the advertisement not being broadcast, the Advertiser shall owe **CANAL+ ADVERTISING** the full price of the scheduled advertisement.

In the event that – due to technical or legal reasons, the programming context, the broadcast time etc.– the advertisement is not appropriate for broadcast and the Advertiser cannot provide new materials within the required time frame, the Advertiser shall owe the full price that would have been paid if the advertisement had been broadcast.

Any complaints regarding the scheduling and/or the broadcast and/or the technical quality of an advertisement must be made, under penalty of forfeiture, within three days of the advertisement being broadcast. In the event that the Advertiser, its Agency or the company in charge of production wish, with the agreement of **CANAL+ ADVERTISING**, to make any technical modifications to the broadcast advertisement, the cost of said modifications will be entirely met by the party requesting the modification.

In order to ensure the best possible broadcast quality, **CANAL+ ADVERTISING** may, if necessary, request new technical materials during the course of the campaign.

The campaign materials for broadcast may be destroyed at the initiative of **CANAL+ ADVERTISING** after a period of one year from the final campaign broadcast date.

12. LIABILITY

All advertisements are broadcast under the sole liability of the Advertiser, who declares that it understands and adheres to the laws, regulations and standards governing advertising and audio-visual communication.

The Advertiser is responsible for obtaining and paying for all rights and authorizations required to implement its advertising orders. The Advertiser, its Agency and the company in charge of production for the advertisement jointly and severally indemnify and hold harmless **CANAL+ ADVERTISING** and the publisher against any claims or legal proceedings, particularly on the part of writers, producers, directors, composers, performers and any other natural or legal persons who believe they have been damaged by the advertisement being broadcast.

Notwithstanding the present article, **CANAL+ ADVERTISING** reserves the right to apply the provisions of article 9 above.

CANAL+ ADVERTISING shall not be held liable for any damages suffered by the Advertiser as a result of events out of its control, including war, riots, strikes, fire, explosions, floods, cyclones, earthquakes, sabotage, computer viruses and IT system failures, that may compromise the delivery of its services.

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13. INVOICING

The invoicing of the advertising messages is established monthly by **CANAL+ ADVERTISING** in its name on behalf of the publishers to whom the payments will be addressed.

The invoice will indicate the dates on which the advertisements were broadcast and the prices excluding tax: any taxes and fees relating to the advertising order at the time of broadcast are the responsibility of the Advertiser.

In the absence of any other contractual provisions, invoices are payable no later than 30 days from the date of invoice on the 10th of the following month.

14. PAYMENT TERMS

CANAL+ ADVERTISING reserves the right to request advance payment 14 days prior to the first broadcast, or a bank guarantee.

For any payments made after the deadline of 30 days from the date of invoice on the 10th of the following month, **CANAL+ ADVERTISING** will automatically and without prior notice charge interest for late payment calculated at a rate of 10% (or three times the legal interest rate, whichever is higher). This rate will apply to the full sum outstanding after the deadline of 30 days from the date of invoice on the 10th of the following month.

In the event of non-compliance with the payment terms for invoices issued by **CANAL+ ADVERTISING** to the Advertiser or its Agency, **CANAL+ ADVERTISING** reserves the right to refuse the Advertiser all or part of its commercial terms and conditions, to suspend any year-end rebates and rebates on invoices, and to cancel any current orders, without prior warning or compensation; the Advertiser shall pay the amounts due for the advertisements broadcast up until the date on which the current orders were cancelled, based on the invoices issued by **CANAL+ ADVERTISING**.

15. COMPLAINTS

Any complaints regarding the failure to broadcast an advertisement or non-compliant broadcasting of an advertisement must reach **CANAL+ ADVERTISING** by recorded delivery no later than ten working days after the date of broadcast; no complaints will be accepted after this period.

16. WARRANTIES

16.1 All Advertising Messages must, before being broadcast, have complied with the rules of procedure and ethical control in force. The Advertiser guarantees **CANAL+ ADVERTISING** to this effect.

16.2 The Advertiser is responsible for obtaining and paying for all rights and permissions necessary to broadcast its Advertising Messages. In particular, the Advertiser guarantees that the content of the Advertising Message does not

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contravene any legislative or regulatory provision and/or the rights of third parties, and does not contain any defamatory or damaging mention or allusion with regard to third parties.

16.3 The Advertiser guarantees **CANAL+ ADVERTISING** and the Media against any recourse from third parties, and in particular authors, producers, designers, directors, publishers, performers and, in general, any person who considers themselves to have been harmed by the broadcasting of the Advertising Message, for any reason whatsoever (including deterioration of the quality of reception). In this respect, it commits to compensate **CANAL+ ADVERTISING** and/or the Media concerned for the amount of any settlement or final sentence, in principal, interest and accessories, pronounced against **CANAL+ ADVERTISING** and/or the Media on the basis of an action brought by any person who considers himself or herself to have been harmed by the Advertising Message on any grounds whatsoever, as well as to bear all of the costs and fees that would be charged to the Advertiser directly or to **CANAL+ ADVERTISING** and/or the Media concerned. In addition, the Advertiser undertakes to inform the advertising department, as soon as it becomes aware of it, by electronic mail confirmed by registered letter with acknowledgement of receipt of any complaint, claim, action or proceeding relating to the Advertising Message (or the products and services which are the subject of the Message) to allow **CANAL+ ADVERTISING** and/or the Media to exercise their right.

17 . CONFIDENTIALITY

- 17.1 The services and commercial terms and conditions offered to the Advertiser by **CANAL+ ADVERTISING**, whether the former is acting alone or through an Agency, are strictly confidential and may not be disclosed to third parties. Should the Advertiser or its Agency fail to comply with these provisions, the aforementioned services and conditions will be cancelled and **CANAL+ ADVERTISING** will invoice the Advertiser for the services and conditions already provided.
- 17.2 If the Advertiser or its Agency is allowed to by **CANAL+ ADVERTISING** and/or the producer to go to the shooting location, it will respect a strict confidentiality regarding the content (story, characters...) except with the prior written consent of **CANAL+ ADVERTISING**. In this regard, it will ensure respect for confidentiality for itself, and will pass on this obligation to all its stakeholders.

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18 . COMPLIANCE

18.1 ANTI-CORRUPTION

During the term of those General Conditions of Sale, the Parties agree to comply with and not violate or cause the other Party to violate any applicable anti-corruption laws or regulations, including, but not limited to: the U.S. Foreign Corrupt Practices Act, dated December 19, 1977, as amended; the U.K. Bribery Act, dated April 8, 2010; and the French Law No. 2016-1691 dated December 9, 2016, on transparency, the fight against corruption and the modernization of economic life.

The Parties will comply with all applicable prohibitions on transactions with legal entities, organizations, governments, or individuals subject to national or international sanctions adopted by the United Nations, the United States, and the countries belonging to the European Union (each a "Sanctions List").

The Parties certify that neither them nor any one of their shareholders or partners, board members, directors, employees, subcontractors, agents or any other third party acting on its behalf in the context of the execution of those General Conditions of Sale is a person or organization listed on any Sanctions List.

The Parties also undertake to comply with the principles and rules of conduct ("Anti-corruption code") applicable to **CANAL+ ADVERTISING**, available on its website (<https://www.vivendi.com/wp-content/uploads/2020/10/Anti-corruption-Code-VA-Septembre-2018.pdf>) or any other equivalent commitment formally undertaken by the Advertiser and, where applicable, its Agent.

Thus, during the term of those General Conditions of Sale, the Parties represent and warrant that: it has not and will not, directly or indirectly through a third party, offer, pay, promise to pay, or authorize the payment of money or give anything of value to any person, including any person who is an official, officer, agent, employee or representative of any governmental body as well as any person acting in an official capacity for or on behalf of thereof, any political party or official thereof, any candidate for political office, or any officer or employee of a public international organization or their families, for purposes of obtaining, directly or indirectly, any improper advantage or benefit for either the Advertiser and, where applicable, its Agent or **CANAL+ ADVERTISING** in connection with those General Conditions of Sale.

The Parties agree to take all reasonable measures to ensure that its principles, directors, employees, subcontractors, agents or any other third party acting on their behalf in relation to those General Conditions of Sale will comply with this Article.

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18.2 DUTY OF VIGILANCE AND CSR

The Parties undertake to comply with all national and international standards relating to social and human rights, ethical and compliance issues as well as environmental issues, notably those arising from the United Nations Global Compact, the International Charter of Human Rights, the International Labour Organization and the OECD.

As part of its commitment relating to compliance matters and corporate social responsibility, **CANAL+ ADVERTISING**, being a subsidiary of Vivendi SE, implemented a "Sustainable Purchasing Policy", available on its website (<https://www.vivendi.com/wp-content/uploads/2022/02/Sustainable-Purchasing-Policy-Vivendi-December-2020.pdf>), which sets out the principles applicable to purchasing and supply chain activities.

The Parties will ensure compliance with all the commitments arising from this Article and this Sustainable Purchasing Policy or any other equivalent commitment formally made by the Advertiser and, where applicable, its Agent, which constitute essential obligations to its conclusion and proper performance.

The Parties undertake to ensure that the commitments communicated to all of its interlocutors involved in the performance of those General Conditions of Sale and that to take all reasonable measures to ensure that its employees, companies and affiliated entities, subcontractors and suppliers, agents, or any third party involved directly or indirectly in any way in the execution of those General Conditions of Sale, also comply with these obligations.

18.3 COMMON PROVISIONS

Each Party undertakes to inform the other Party without delay of any risk of breach of these obligations and about the corrective measures implemented, and if one Party notifies the other Party of any suspected breach, it shall cooperate in good faith in determining whether such breach has occurred and, if necessary, the associated corrective measures.

Each Party undertakes to provide, upon the request of the other Party or of any authorized person, and for the sole purposes of this Article, the contact details (e.g., name of the site, exact address, number of employees) of its suppliers, subcontractors or entities manufacturing the products or equipment, or providing services, used within the framework of the established commercial relationship.

If one Party is found to have failed to comply with any of the obligations set forth in this Article,

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the other Party shall be entitled to treat the breach as a material breach of those General Conditions of Sale and thus to exercise any rights or remedies it may have under those General Conditions of Sale or by law. "

19 PERSONAL DATA

19.1 Personal data concerning the employees of the Advertiser and/or its Representative's collaborators, recorded in the context of the purchase of advertising space on the Media, are necessary for the processing of purchases. They may be used to communicate information relating to the Media and more generally to the advertising market in general. This personal data, access to which is secure, is intended for **CANAL+ ADVERTISING** and the subcontractors involved in the purchase of Advertising Space on the Media.

In accordance with the regulations in force, the Advertiser's employee and/or his Representative has a right of access, opposition, modification, rectification and deletion of the data concerning him. In order to exercise this right, they may contact **CANAL+ ADVERTISING** – 50 rue Camille Desmoulins, 92130 Issy-les-Moulineaux (France).

The Advertiser is informed that the personal data may be transferred outside the European Union, in strict compliance with the conditions provided for by the regulations in force.

19.2. Provisions applicable to all cookies and other tracers. The Advertiser undertakes both in its own name and on its own behalf and in the name and on behalf of any possible service provider and/or Representative to comply with all legal, regulatory, inter-professional and/or ethical provisions applicable to data protection, and in particular with Deliberation N° 2019-093 of 4 July 2019 adopting guidelines relating to the application of Article 82 of the amended Act of 6 January 1978 to read or write operations on a user's terminal (in particular cookies and other tracers) and any other regulation that may replace it.

20 APPLICABLE LAW AND JURISDICTION

These General Conditions are governed, interpreted and executed in accordance with French law. Any dispute relating to the validity, interpretation, execution or termination of the General Conditions of Sale which cannot be resolved amicably within one (1) month from its occurrence will be submitted to the exclusive jurisdiction of the competent court of Nanterre, notwithstanding plurality of defendants, incidental request, warranty appeal, emergency procedure, by summary judgment or request.

CANAL+ ADVERTISING

TECHNICAL SPECIFICITIES

TELEVISION

For all the channels of C+ Group, the Advertiser must send the material(s) to the following e-mail address: diffusion.advertising@canal-plus.com at least 6 working days before the first day of the campaign. The materials must be digitized in dematerialized form according to CST-RT- 040-TV-v1.2 technical recommendation. We accept delivery by ADSTREAM et PEACH.

Canal + Advertising shall not be liable for any broadcasting error if the delivery set time limit has not been respected.

VIDEO SPECIFICATION

- Pal Resolution : HD = 1920 x 1080 pixels
- Wrapper : MXF or Quicktime (Qt) or MP4 or .MOV
- Codec : Apple Prores LT (ou 422)
Or DNxHD 120 (minimum)
Or XDcam HD 50
- Framerate : 25 images/sec (format 25P or 50i ok)

SPECIFICATION AUDIO

- **2 stereo tracks**
- Non compressed PCM
- 16 or 24 bits, 44,1 or 48 Khz
- **R128 process**

In case of delivery by internet, the following format remains acceptable :

The below criteria resolution must be respected (do not use a lower level)

- Lowest compression format :
Codec vidéo H264 at 8 Mbps (ou plus) , stereo audio AAC-LC at 384 kbps

AUDIO PARAMETERS
Sampling Frequency 48 kHz
Resolution 24-bit (20-bit minimum for Dolby-E transport)
Audio Format PCM / AES Frame
Audio Channel per Track 1
Bit Rate per Mono Track 1152 kb/s
Loudness -23 LUFS (EBU R-128) <i>(stereo, 5.1 and downmix versions concerned)</i>
Metadata - Dolby-E see RT-040
Dialog Level - Dolby-E Measured (via Dialog Intelligence algorithm)
Guard Band - Dolby-E Line 21 +/- 2 @ 1080/50 i

CANAL+ ADVERTISING


PAD (PRET A DIFFUSER) – **READY TO BE AIRED** : VIDEO

- Spot or billboard can't have a duration of less than 4 seconds
- Spot can't have a silence of more than 3 seconds
- Spot can't have black image or black transition
- Spot or billboard must be delivered with 24 images

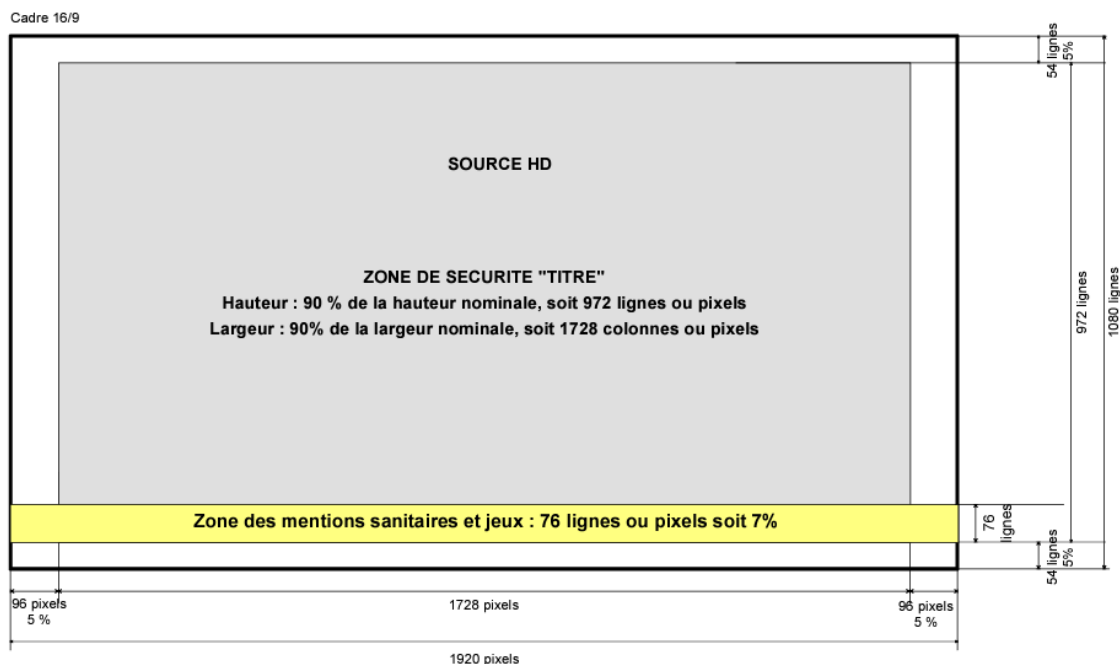
Example, a 30 seconds spot: TC in 00:00:00:00 / TC out 00:00:29:24

LEGAL NOTICES

Mandatory for the following sections :

- **GAMBLING (paris sportifs loterie...)** : «  LES JEUX D'ARGENT ET DE HASARD PEUVENT ETRE DANGEREUX : PERTES D'ARGENT, CONFLITS FAMILIAUX, ADDICTION... JOUER DE MANIERE RESPONSABLE »
- **ALCOHOLIC BEVERAGES** : « L'ABUS D'ALCOOL EST DANGEREUX POUR LA SANTE, A CONSOMMER AVEC MODERATION »
- **MEDICINE** : « UN MEDICAMENT NE SE PREND PAS A LA LEGERE, DEMANDEZ CONSEIL A VOTRE PHARMACIEN. SI LES SYMPTOMES PERSISTENT, CONSULTEZ VOTRE MEDECIN »
- **INFANT MILK** : « LES PREPARATIONS DE DEUXIEME AGE, A PARTIR DE L'AGE DE 6 MOIS, CONVIENNENT LORSQUE QU'UNE ALIMENTATION COMPLEMENTAIRE APPROPRIEE EST INTRODUITE »

Legal notices must appear during the entire video (area below in yellow). Text must be in capital letter and according to the security zone.



CANAL+ ADVERTISING

SECURITY ZONE

Each buyer (or advertiser) has the responsibility to send the material according to the underneath criteria to **CANAL+ ADVERTISING**. To this end, **CANAL+ ADVERTISING** do not proceed to any check as for the respect of the "Security Zone" and the "4/3 Compatibility Zone".

Consequently **CANAL+ ADVERTISING** shall not be liable for the entirety of the message or the material delivered by the advertiser or its authorized representative.

RADIO

Advertising Messages shall be provided in the format required by the RFI Channel as part of the advertising order.

The broadcast medium must be submitted to France Medias 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.

In the same way, in the event where, for technical reasons, the media provided by the Buyer should prove to be unsuitable for the broadcasting of the Advertising Message, FMM will immediately inform the Buyer, who must provide it with a satisfactory medium for the same message, no later than five 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.

The Advertiser grants France Medias Monde full powers to make all modifications to the Advertising Messages received in order to ensure their adaptation to the conditions of broadcasting of the supports in order to execute its Advertising Orders.

France Medias Monde shall verify that the actual duration of the Advertising Message delivered strictly corresponds to the Advertising Space reserved. The Advertising Message will be refused if this verification reveals that the duration of the Advertising Message delivered does not correspond to the Advertising Space reserved in accordance with the stipulations of the Advertising Order.

TECHNICAL SPECIFICATION:

- FORMAT: WAVE, MP3
- 16 BITS / 48 KHZ
- -9 DB (DECIBELS)
- MESSAGE LENGTH: 29 SECONDS

CINEMA

CanalOlympia

For pre-session spots in CanalOlympia theaters, the Buyer must send the advertising elements in DCP (Digital Cinema Package) format to **CANAL+ ADVERTISING** not later than 7 working days before the date of the first scheduled broadcast.

CANAL+ ADVERTISING

- Duration : 60 secondes maximum
- Format : 2048 x 1080 / 16 :9 / scope or flat
- Resolution : 2K
- Number of frames per second: 24i/s preferably
- Device : DCP (If not possible : .mov ou mp4 for conversion)
- Sound: dolby surround 5.1 (max 7.1 possible)

Pathé

For pre-session spots in CanalOlympia theaters, the Buyer must send the advertising elements for validation in MP4 format to m.samb@pathe.sn not later than 7 working days before the date of the first scheduled broadcast, and in DCP (Digital Cinema Package) format to a.mar@pathe.sn not later than 3 working days before the date of the first scheduled broadcast.

- Duration : 30 secondes maximum
- Format : 2048 x 858 / scope
- Resolution : 4K
- Device : DCP (If not possible : .mov ou mp4 for conversion)
- Sound: dolby surround 7.1

DIGITAL

For all websites edited by CANAL +, THEMA, CANALOLYMPIA and TRACE, the Buyer must send, at the latest 6 working days before the date of the first planned broadcast, the advertising elements

I / CLASSICAL FORMAT IAB BANNERS

Technical specifications JPEG / GIF advertising formats

- A JPEG / JPG / GIF or PNG creation with IAB standards recommendations: 728x90 (Mega Banner), 320x50 (Mega Banner Mobile), 120x600 (Skyscraper), 160x600 (Mega Skyscraper), 300x250 (Medium Rectangle), 300x600 (Large Rectangle), 970x250 (Masthead), 1000x200 or 1000x260
- Redirection URL to program when clicking on the ad format
- 1x1 Tracking Pixel URL (optional)
- It is better to respect the HTTPS protocol. Source and click URLs must be prefixed with HTTPS: //

CANAL+ ADVERTISING

Technical specification HTML5 ad formats

- The following elements must be present in the creation:
- An HTML file named "index.html"
- The creation: image file (ex PNG), video file (ex MP4) ...
- A css file
- A javascript file

If the HTML5 creative is served in a secure context, the created one and all the resources will have to be loaded in https. Check that all URLs in HTML5 are called in https.

- Creative weight (JPEG, GIF, and HTML) must not exceed 100KB

II / SKIN FORMAT

- Size for the skin format: 1800x1000px, 1500x2120px or 1200x1000px
- Max file size: 200Kb
- Formats: JPG, JPEG and GIF
- Choose a background color
- Redirect URL to program when clicking on the creative

III / INREAD

- Video MP4 or FLV with a weight less than 5MB
- Size: 16/9
- Video duration less than 20 seconds (recommended)
- Redirect URL

IV / INSTREAM

- Video MP4 or FLV with a weight less than 5MB
- High quality video file that will be transcoded for optimal delivery across platforms.
- Video duration less than 20 seconds
- Redirect URL

Or

- Linear tag version VAST 3.0
- Video format : MP4