

## GENERAL TERMS AND CONDITIONS OF SALE OF LAGARDÈRE GLOBAL ADVERTISING

The company LAGARDÈRE GLOBAL ADVERTISING, simplified joint-stock company with a capital stock of EUR 40 000,00, registered at the Paris Trade and Companies Registry under No. 350 277 059, with its headquarters located at 2 rue des Cévennes, 75015 Paris, France ("**LGA**"), is the publisher of the website « <https://www.lagardere-global-Advertising.com/> » ("**Website**").

### 1. ACCEPTANCE OF GENERAL TERMS AND CONDITIONS OF SALE

- 1.1** These Terms and Conditions (hereafter the "**Conditions**") shall apply to and become a part of any and all insertion orders (the Insertion Order and these Conditions are together the "**Contract**") concerning any of the Medias (defined below). For the avoidance of doubt, the Contract is made between LGA and the Advertiser.
- 1.2** Any reservation or subscription of an Insertion Order with LGA relating to the Medias implies the unreserved acceptance of these Conditions. In case of irreconcilable conflict between the Conditions and/or the Insertion Order or any other terms and conditions, the following hierarchical order shall apply:
1. Insertion Order
  2. These Conditions
  3. The Publisher's terms and conditions
  4. The Advertiser's terms and conditions.
- 1.3** LGA may modify the Conditions at any time. The Advertiser is expressly informed that the version in force is the one available at the date of access to the website of LGA, which the Advertiser acknowledges and accepts without restriction, undertaking to refer to it systematically at each connection on the Website.

### 2. DEFINITIONS

In these Conditions:

**Advertiser:** means any professional who purchases Advertising space from LGA directly or via its own Agent or LGA's sales representatives, to promote its Brand, sign, products and/or services on at least one Media and on whose behalf the Advertising is broadcasted.

**Advertising:** refers to the Advertising message, the elements used in its composition and, where applicable, the embedded object broadcasted in the Medias, following a purchase of Advertising space from LGA.

**Agent:** means any third party duly authorized to represent the Advertiser.

**Brand:** means the trade name of a product, service or line of products marketed by an Advertiser or group of Advertisers.

**Campaign:** means the duration of publication of the Advertising, specified in the IO.

**Insertion Order (or "IO"):** means the documents related to the Advertising and providing the information listed under section "Insertion orders conditions". The IO is needed to the diffusion of the Advertising and to the payment between LGA and the Advertiser.

**Medias:** refers to all medias for which LGA has authorization to sell Advertising space, such as ELLE and its derivatives worldwide (ELLE DECORATION, ELLE A TABLE, ELLE MEN...) ("**ELLE Medias**") but not only.

**Publisher:** an individual, organization, or company responsible for producing and distributing the printed or digital content of the Medias.

**Working Day:** means any day other than Saturday, Sunday, or official French bank holidays.

### 3. INSERTION ORDERS CONDITIONS

**3.1** Any IO signed by the Advertiser implies the acceptance by the Advertiser of the Conditions. The IO shall mention:

- the price and currency,
- the country,
- the Advertiser and/or the name of the Agent,
- invoicing address of the Advertiser,
- if any, the Agent commission,
- the format of the Advertising,
- the date of issue (print) and/or the start date and the end date of the Advertising campaign (digital),
- the Medias(s) selected,
- the targeting criteria reserved, and the budget allocated to integration according to the rate in force.

The IO is personal to the Advertiser and tailored made for the Advertising and the Brand. The IO may not be modified without the authorization of LGA and is non-transferable by the Advertiser to any affiliate or third party.

**3.2** Any oral agreements or understandings between LGA and the Advertiser must be confirmed in writing to be considered valid. Written confirmation may be in the form of an email or other written documentation agreed upon by both parties. LGA is not bound by any oral agreements.

**3.3** All Insertion Orders are subject to these Conditions and no variation or addition thereto shall be effective unless specifically agreed to in writing by LGA and the Advertiser.

**3.4** Publisher and/or LGA reserves the right to refuse any Advertising at its sole discretion, without liability, if the Advertising does not comply with Medias' standards, editorial line, applicable laws and regulations or if LGA has any concern regarding the solvability of the Advertiser.

**3.5** LGA shall have no obligation of result in relation to the performance of the Campaign.

### 4. MODIFICATION AND CANCELLATION OF THE IO

#### 4.1 Definition

"Cancellation" means the modification or cancellation of either all or part of the remaining unperformed / unpublished part of the IO.

#### 4.2 Cancellation by the Advertiser

The Insertion Order is modifiable until one month before the publication of the Advertising. Beyond that date, any modification request may not be accommodated, and fees described below may apply. Any modification request must be submitted in writing and approved by LGA.

- a) **For digital Advertising**, Advertisers may request modifications to their Advertising during the Campaign unless technical impeachment. LGA will make reasonable efforts to impede the occurrence of a technical impeachment.
- b) **For print Advertising**, Advertisers may request modifications to their Advertising in the conditions of the terms and conditions of each Publisher of the Medias.

Cancellation will be effective when written notice is received by the Publisher. If the Advertiser fails to provide the Publisher with written notice of cancellation of the Advertising by the relevant deadline, the Advertiser shall remain liable for payment of the Advertising. A booking deadline can be furnished upon request.

In case of cancellation, a penalty of 30% of the total IO amount will be due if the cancellation occurs within 30 days of the scheduled publication. No penalty will apply if the cancellation is made more than 30 days in advance.

The Advertiser remains liable to LGA for amounts due for any custom content or development provided by the Publisher prior to the effective date of termination of the Agreement.

If the Advertiser cancels any IO engaging its liability, Advertiser relinquishes any right to that series discount (if any) to which he was previously entitled, and Advertisings will be paid for at the appropriate rate. A new invoice will be issued for any surcharges relating to Advertisings that have already been invoiced at the discounted rate. The payment date for any previous invoices remains unaffected.

LGA reserves the right to approve or reject any modification requests based on its own or Publisher's editorial guidelines and production capabilities.

#### **4.3 Cancellation by the Publisher**

The Publisher may cancel any IO (whether print or digital) without cause by the first of the month, one month prior to the month stated on the cover of the issue in which the Advertising was to be inserted.

The Publisher may cancel any IO five working days prior to the agreed date of publication of the Advertising.

#### **4.4 Rescheduling**

In case of cancellation, whether with financial penalty or not, there is no obligation to reschedule an Advertising.

### **5 FINANCIAL CONDITIONS**

The Advertiser shall not be entitled to withhold payment or to set off any amount due against LGA by reason of any counterclaim or dispute.

#### **5.1 Prices**

Advertising rates are subject to revision by LGA at any time and the price prevailing at the time the Contract is made binds the parties only in respect of the agreed Advertising booked.

Any change to the rates will come into effect as of their publication on LGA's website. Rate card prices are available upon request to LGA.

Invoices are issued in the currency of the Advertiser. If a conversion is to be made in EUROS or in USD, LGA will bear the cost of any such currency conversion.

#### **5.2 Payment**

All payments must be made at the date specified in the invoice.

For any first IO, payment will be requested upon acceptance of the IO by the Advertiser. The Contract will only be executed by LGA after effective receipt of payment.

Any element that may result in a risk of non-payment of invoices, such as a change in the legal or financial situation of the Advertiser, an incident or delay in payment, justifies that LGA temporarily modifies the Advertiser's payment deadlines.

#### **5.3 Agent**

If the Agent negotiates and accepts the IO on behalf of an Advertiser, the Agent must ensure that its Advertiser provides LGA with a signed written notification on the latter's letterhead. This notification must (i) confirm the Advertiser's authority to accept any Advertising Contract on behalf of the Advertiser and (ii) provide specific billing instructions and any other applicable details. This written notification must be provided to LGA before signature of the IO.

LGA reserves the right to require direct payment commitment from the Advertiser in case of insufficient financial guarantees presented by the Agent. If the Agent has paid LGA, they cannot subsequently claim non-payment by the Advertiser to request a refund of the amounts paid.

#### **5.4 Late payment**

The failure to pay any invoice by the due date automatically triggers the suspension of the execution of IO.

In the event of non-payment of any invoice by the due date, late payment penalties will be owed in addition to the principal amount. The late payment penalties will be payable in full, the day after the payment date indicated on the invoice, without notification. The annual interest rate for late payment penalties will be equal to the legal interest rate in force, increased by the maximum percentage points allowed by French commercial law.

In accordance with Article L.441-6 of the French Commercial Code, a flat fee of €40 will be automatically claimed from the day after the due date for collection costs; additional compensation may be claimed with justification.

## **6 INTELLECTUAL PROPERTY**

- 6.1** By submitting Advertising materials, the Advertiser grants LGA a non-exclusive license to use, reproduce, display and distribute the Advertisings in both print and digital formats. This license extends to all platforms operated by the Publisher and includes the right to modify the materials as necessary for publication purposes.
- 6.2** All intellectual property rights to the products, services, Brands, logos, and any other content belonging to both LGA and the Advertiser, including but not limited to copyrights, patents, trademarks, and trade secrets, are the exclusive property of their respective owners and are protected by French and applicable intellectual property laws.
- 6.3** The Advertiser further guarantees that all persons featured in the Advertising (e.g., models, influencers) have given express authorization for their image rights to be used as described.
- 6.4** Any unauthorized use, reproduction, modification, distribution, or other exploitation of the intellectual property rights of one party belonging to the other party is strictly prohibited and may be subject to legal action.

## **7 LIABILITY**

### **7.1 Advertiser's liability**

- 7.1.1** The Advertiser warrants that it holds all intellectual property rights to the Advertising content that it provides to LGA or that it has obtained prior, express, and written authorization from the rights holders for the use and dissemination of this content.
- 7.1.2** The Advertiser is solely responsible for the Advertising content that it provides to LGA. The Advertiser warrants that this content complies with all applicable legal and regulatory provisions and that it contains no element that may infringe on the rights of third parties, including intellectual property rights, personality rights, or public order and morality. LGA is not responsible for verifying the accuracy or legality of the Advertising content and accepts no liability for any claims arising from the content provided by the Advertiser.
- 7.1.3** The Advertiser undertakes to indemnify and hold LGA and its subsidiaries, as well as their directors, employees, and service providers and Publisher, harmless from any damage, costs, or losses resulting from any claim, action, or conviction against LGA based on the Advertising content provided by the Advertiser or its Agent.

7.1.4 Any Advertising featuring third-party Brands must be presented to LGA for approval in advance, and the Advertiser must provide justification and documentation supporting its right to use such third-party Brand(s).

7.1.5 LGA is not liable for any errors or issues arising from defective materials provided by the Advertiser.

## **7.2 LGA's liability**

7.2.1 LGA undertakes to implement all necessary means to ensure the proper performance of its obligations. However, its liability shall only be incurred in the event of proven and duly established fault by the Advertiser. LGA will not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to the publication or failure to publish any Advertising, including but not limited to loss of revenue or profits, loss of business, or loss of data, even if LGA has been advised of the possibility of such damages.

7.2.2 In the event of a proven breach by LGA of one of its obligations, its liability shall be limited to the direct, personal, and certain damage suffered by the Advertiser, to the exclusion of any indirect or intangible damage, such as, in particular, loss of turnover, profits, customers or a chance.

7.2.3 In any event, LGA's total liability shall not exceed the total amount, excluding taxes, actually paid by the Advertiser to LGA during the twelve (12) months preceding the occurrence of the damage.

7.2.4 The time limit for any legal action against LGA expires one year from the first broadcast of the Advertising in the Medias.

## **8 ANTI CORRUPTION**

### **8.1 Code of Conduct**

Each party undertakes to comply, in the performance of this Agreement, with all applicable anti-corruption regulations and the Lagardère News' code of conduct (group to which LGA belongs).

### **8.2 Warranties and undertakings**

The Advertiser represents and warrants that:

- as of the effective date of the IO, neither it nor its officers, employees or any person acting in its name and/or on its behalf, have been convicted of corruption or influence peddling;
- in the 5 years preceding the IO, neither it nor its officers, employees or, to its knowledge, any person acting in its name and/or on its behalf, have been the subject of an investigation by a competent authority or jurisdiction in matters of anti-corruption.

During the Term of the Agreement, the Advertiser:

- warrants that neither it nor its officers, employees or any person acting in its name and/or on its behalf shall engage LGA or any of its employees in any activity, practice or conduct that may constitute a breach of said anti-corruption regulations or the Lagardère News' code of conduct.
- undertakes to inform LGA immediately and without delay as soon as it becomes aware of the opening of an investigation by a competent authority or jurisdiction in matters of anti-bribery against it or against one of its officers, employees or a person acting in its name and/or on its behalf.

### **8.3 Termination**

In the event of non-compliance by a party with any of the above commitments, the other party may automatically terminate the Agreement.

### **8.4 Indemnification**

In the event of non-compliance by Advertiser with any of the above commitments, Advertiser shall indemnify LGA and compensate it for any direct or indirect damages resulting therefrom.

## **9 FORCE MAJEURE**

LGA and/or the Publishers may not be held liable if occurs an event having the characteristics of force majeure within the meaning of article 1218 of the French Civil Code, making it impossible to broadcast the Advertising.

## **10 MISCELLEANOUS**

**10.1** Neither party may assign or transfer any of its rights under the Contract to any third party; provided, however, that LGA may assign or transfer its rights hereunder to any company owned by Lagardère Active (RCS Nanterre: 433 443 124) without the Advertiser's prior consent.

**10.2** The Publisher and Advertiser warrant that any information given to the other party which ought reasonably be treated as confidential shall be treated as such and such information shall not be disclosed by either party without the prior written consent of the other.

**10.3** Each party hereunder warrants that it will duly observe all applicable laws, legislation, regulations, codes of practice (including any industry guidance and standards), including without limitation any applicable data privacy and protection laws.

**10.4** The right of asylum applies to IO including communications, publications, or Advertising objects (samples in particular) or third-party's Brands. Such insertion must be submitted to LGA before publication.

## **11 DATA PROTECTION**

The Advertiser is informed that Lagardère Global Advertising, as part of the services it provides for its activity, implements, as data controller, a processing of personal data concerning the Advertiser's physical contacts. The Advertiser accepts and agrees to inform its contacts of this clause.

### **11.1 Purpose of processing data**

In this context, they are informed that Lagardère Global Advertising is implementing personal data processing. These processes are intended to ensure the management and monitoring of Contractual and commercial relations with its Advertisers under the Contract, to manage the centralized sale of Advertising space in the Advertiser's magazine, to develop relations with designated contacts within the Advertiser and to animate the Advertiser community by sending them relevant information through newsletters and providing them with a dedicated extranet.

These processes are implemented on the basis of the data controller's legitimate interest in monitoring, managing and developing its business with Advertisers.

### **11.2 Time storage**

Data concerning the Advertisers' contacts are kept for the duration of the Contractual relationship or, where applicable, until the newsletter is unsubscribed for the management of newsletter sending, for the duration of the contact's functions or the Contract for the management and monitoring of Contractual and commercial relations with Advertisers.

### **11.3 Recipients of personal data**

The data collected is intended for Lagardère Global Advertising' authorized services, namely the LGA teams, the accounting and finance department, the IT department and the chief information security officer, as well as its

service providers and subcontractors. The contacts' coordinates may be accessed by all contacts of Advertisers around the world via the extranet made available to them.

#### **11.4 Transfer of personal data**

Personal data transferred by Lagardère Global Advertising to its subcontractors may be stored and processed outside the European Union.

When a data transfer occurs to a country without an adequacy decision recognized by the European Commission or appropriate certification, LGA undertakes to regularize with its Advertisers and subcontractors' standard Contractual clauses to frame these processes in compliance with data protection legislation or to implement the Conditions to benefit from an exception authorizing the implementation of said flows.

#### **11.5 Access right**

Under the Conditions defined by Law 78-17 of January 6, 1978, and by the European regulation on the protection of personal data, the Advertiser's contacts have the right to access, rectify, object to erase their personal data, as well as the right to limit their data.

Furthermore, they also have the right to define guidelines regarding the retention, erasure, and communication of their personal data after their death.

The communication of specific post-mortem instructions and the exercise of rights may be exercised at: [donneespersonnelles@lagarderenews.com](mailto:donneespersonnelles@lagarderenews.com)

When a request to exercise a right is addressed, the contact must identify himself/herself by any means. In case of doubt about his/her identity, Lagardère Média News may request additional information that appears necessary, including a photocopy of an identity document signed by the person concerned.

A complaint may also be filled with the CNIL at the following address: 3 Place de Fontenoy – TSA 80715 – 75334 PARIS CEDEX 07

## **12 APPLICABLE LAW AND JURISDICTION**

The applicable law to these Conditions is the French Law.

Any dispute arising from the validity, interpretation, and execution of these Conditions, even in the event of multiple defendants or third-party claims, shall fall under the jurisdiction of the Paris Courts.

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