DV CONTENT GENERAL TERMS AND CONDITIONS

(Version of 1st JULY 2026)

The LICENSOR represents that it holds the rights to exploit the Content specified in the Purchase Order.

ARTICLE 0 – DEFINITIONS

For the proper understanding of this Agreement, the following terms shall have the following definition, in both the singular and the plural:

"Agreement": means this Agreement including the Purchase Order and the General Terms and Conditions. For the avoidance of doubt, in the event of a conflict between the provisions set out in the Purchase Order and the provisions of the General Terms and Conditions, the provisions of the Purchase Order shall prevail.

"Available Catalogue": all the Content for which the LICENSOR holds and will hold during the term of this Agreement the exploitation rights, to be made available to End Users under this Agreement. The Available Content on the date of signature is defined in the Purchase Order.

"**COMPANY**": means the company to which the Agreement relates, whose address is mentioned at the top of the Purchase Order, as well as the Subsidiaries.

"**Confidential Information**" means, without limitation, the commercial, financial, marketing, business and technical data, including know-how, trade secrets, specifications, algorithms, calculations, formulae, processes, business models, diagrams, drawings and all other information of whatever nature relating to the Disclosing Party – or any company of Digital Virgo Group– or their respective businesses (whether written or oral, in any form or medium) and disclosed, directly or indirectly, by or on behalf of the Disclosing Party whether before or after the execution date of this Agreement.

"Content": means, in particular, the audiovisual and/or cinematographic work(s), heritage works, data, photos, images, applications, games, sports broadcasts, newspapers and information broadcasts covered by this Agreement as listed and/or described in the Purchase Order or in the appendix.

"Digital Virgo Group": means each company or entity in which Digital Virgo holds, directly or indirectly, a shareholding interest of 40% or more or has the right to exercise, directly or indirectly, 40% of the voting rights.

"**Disclosing Party**" means the Party disclosing Confidential Information to the Receiving Party.

"**End User**": the final consumer of the Content

"Net Revenues": means all the sums generated by the exploitation of the Services pursuant to this Agreement, less VAT [sales taxes] and all applicable taxes at the rates applicable on the date of payment.

"Operators": means telecommunications operators

"**Party(ies)**": means the COMPANY and/or the LICENSOR.

"Partners": means the COMPANY's commercial partners, such as the telecommunications operators ("Operators") or any other distributors approved and authorized by COMPANY to distribute the Content in the Territory within the Services or platforms of these commercial partners.

"**Platforms**": means all technical interfaces permitting the End Users to access the Content, including Partner's Platforms.

"Pre-viewing": action enabling End Users to view, in streaming mode and free of charge, an extract of a Content intended to enable the user to make their selection among the Content available within the Services. Pre-viewing is applicable when Article 3 of the Purchase Order refers to Video Content.

"**Receiving Party**" means the Party receiving Confidential Information from the Disclosing Party.

"Representation Rights": the right to broadcast, represent and exploit all or part of the Content on the Services, for consideration or free of charge and in the latter case only for promotional and advertising purposes, to any audience, by any means of telecommunications, on the Internet and Mobile communication networks (including Audiotel, SMS, MMS, etc.).

"**Service(s)**": means all the Platforms distributed or published by the Digital Virgo Group, including the Licensor Platforms, as well as the Digital Virgo Group accounts on social networks, such as YouTube or Facebook (the Group's digital communication ecosystem). These services are broadcast via the internet and/or mobile.

"Streaming": action enabling End Users to view video Content in return for a fee paid to the COMPANY, without the possibility of keeping a digital file reproducing the Content on the storage unit of their equipment.

"Susbsidiaries" : means each entity of Digital Virgo Group

"SVOD" (Subscription Video-On-Demand): means the provision of the Content to End Users, when they demand, at the time they choose, for an unlimited period of time and in return for the payment of a subscription, through the electronic communications and telecommunications networks defined hereunder (see "VOD") for viewing on any receiving device, for representation solely within the context of the "family circle".

"TVOD" (TV-On-Demand): means the provision of video Content to End Users, at their request and at the time they choose in return for the payment of a unit price for the Content, by electronic communications networks, telecommunications networks and broadcasting processes as defined above (see "VOD") and for viewing on any receiving device, regardless of the broadcasting standards used, for representation solely within the context of the "family circle".

"VOD" (Video-On-Demand): Service enabling video Content to be made available to end consumers ("End Users"), at their request and at the time of their choice:

- by all electronic telecommunications networks and in particular, via the Internet, by terrestrial radio, cable or satellite;
- by Streaming;

- for viewing on any receiving device (in particular, computers, televisions, mobile devices, such as mobile phones, diaries and personal assistants, etc.), regardless of the broadcasting standards used and the functionalities of the conditional access systems used;

- for representation in the context of the "family circle".

ARTICLE 1 – RIGHTS GRANTED

The LICENSOR grants the COMPANY:

1/ the Representation Rights for the Content within the Services, as defined in the Purchase Order;

2/ adaptation of the Content for the sole purpose of complying with the specifications of the different ranges of mobile devices compatible with said Content;

3/ editorialization of the Content, for the sole purpose of assembling them by theme organized by headings or within Content loops, in compliance with the LICENSOR's editorial line and without changes to the Content. The COMPANY shall in no event be authorized to insert advertising content in this context;

4/ translation and subtitling of the Content in order to comply with the languages of the Territory in which the Content is marketed according to the Purchase Oder;

5/ pre-Viewing of the Content by End Users in the event of video Content pursuant to the Purchase Order.

The Parties agree that the COMPANY may offer the Content as part of its subscription Services. This Content may be available to End Users by offline viewing and/or offline listening. For the COMPANY, these Services consist of offering a subscription Service enabling End Users, in return for a recurring fixed price (paid weekly or monthly or any other frequency), to view the Content via Streaming, as follows:
- Streaming of one or more items of free Content when registering for the Service;
- Several items of Content per week or per month from among the options offered by the COMPANY during the subscription period.

In addition to the license to use the Content, the LICENSOR grants the COMPANY a license to use the brand, image or any name associated with the Content (hereinafter referred to as the "Brand"), with a view to marketing and promoting the Services.

The COMPANY will be authorized during the term of this Agreement to distribute extracts of the Content, provided that such extracts do not exceed thirty (30) seconds per video. This includes in particular the right to dissociate the image and the sound of the Content, but also to make changes to said Content (insertion of texts on an image, changes in formats, etc.) solely in order to promote the use of the COMPANY's Services on Internet or Mobile communication networks, provided that such extracts are made exclusively from official materials provided by the LICENSOR and that any modifications to said Content shall be subject to the prior written approval of the LICENSOR.

The LICENSOR shall undertake to provide the COMPANY with the list of all mandatory wording relating to the Content, to enable it to produce any advertising and/or promotional materials relating to the broadcast of the Content. The LICENSOR shall also provide all marketing elements and promotional material at its disposal concerning the Content to enable their promotion.

All rights of any kind, existing or future, not expressly granted to the COMPANY pursuant to this article, remain expressly reserved to the LICENSOR.

ARTICLE 2 – OBLIGATIONS AND WARRANTIES

2.1. Obligations and Warranties of the COMPANY

The COMPANY warrants that it is fully and completely able and authorized to enter into this Agreement.

The COMPANY undertakes to exploit the Content in accordance with the Agreement. The COMPANY will complete all formalities relating to the exploitation of the Content on the Platforms with the competent collective management companies.

2.2 Obligations and Warranties of the LICENSOR

The LICENSOR shall provide the Content to the COMPANY, at its own expense.

The LICENSOR represents that it holds all the exploitation rights to the Content and warrants that the Content is original and does not infringe the rights of third parties and intellectual property rights in particular and complies with the applicable law. It represents and warrants that it is duly authorized to enter into and perform this Agreement and that it has personally paid all related costs, if any, incurred in obtaining said rights and/or authorizations.

The LICENSOR warrants that the Content does not contain viruses, logic bombs or any other element liable to damage or destroy the computer equipment of the COMPANY, the portals of operators and/or the devices of End Users.

the LICENSOR undertakes, as soon as it becomes aware of it, to inform the COMPANY of any request by the author, an artist and/or any other third party liable to hold all or part of the intellectual property rights to the Content.

If this declaration is inaccurate, the LICENSOR shall, at its own expense, hold the COMPANY harmless from and against any proceedings, request or claim whatsoever made by any person claiming that the COMPANY's exploitation of the Content in accordance with the provisions of this Agreement infringes its intellectual property rights (collectively referred to as "**Claims**").

ARTICLE 3 – FINANCIAL CONDITIONS

3.1 Unless stated otherwise in the Purchase Order, all payments due and payable under this Agreement shall be paid in euros by bank transfer to the LICENSOR, upon receipt of invoice by the COMPANY.

3.2 Unless stated otherwise in the Purchase Order, any fees to in this Agreement is exclusive of VAT which should be added to such sum where and when required in accordance with prevailing legislation.

3.3 Unless otherwise expressly provided in the Purchase Order, if applicable law requires the COMPANY to withhold any income taxes levied on payments to be made pursuant to this Agreement (following referred to as "**Withholding Tax**"), the COMPANY shall levy the withholding tax as per ordinary local rules and shall be entitled to deduct such withholding tax from the payments due to the LICENSOR hereunder.

3.4 If a Double Taxation Avoidance Treaty (following referred to as "**DTA**") is applicable, the LICENSOR shall apply the reduced Withholding Tax rate provided for the applicable DTA. The COMPANY shall apply the DTA rate only if, before the first payment and for every fiscal year, the LICENSOR shall provide the COMPANY with:
(i) a copy of a tax residence certificate issued by the local Tax Authority;
(ii) any other document as required by the applicable law or regulation.

3.5 No fees or other payments shall be due to the LICENSOR for the COMPANY's internal installation and/or use of the Content during testing, trials, pilot launches, or other tests or evaluation or for the COMPANY's public demonstrations or promotions of the Content to current or prospective customers and/or at trade shows, conferences or seminars.

ARTICLE 4 – DISTRIBUTION REPORTS

4.1 In case of revenue sharing, in the event that the LICENSOR raises legitimate objections to the content of the usage report, any relevant adjustment shall be postponed until the month following this adjustment.

4.2 In case that, in application of the Purchase Order, it is agreed that the COMPANY provides the LICENSOR with an accounting statement of the transactions before issuance of the relevant invoice and if the LICENSOR contests the result of this statement, each Parties shall be entitled to request an independent neutral audit to be conducted by an expert renown at international level (the "Independent Audit"). The results of such Independent Audit shall be final and binding on the Parties. Any costs and expenses relating to the Independent Audit shall be borne by succumbing Party.

ARTICLE 5 - PROPERTY

Any intellectual property rights acquired by one or other of the Parties, prior or subsequent to this Agreement, shall remain the sole property of the relevant owner.

All customer databases or files created in connection with this Agreement automatically and exclusively belong to the COMPANY. Consequently, the LICENSOR shall not make any claim regarding the ownership and/or access to said databases and/or files.

ARTICLE 6 – CONFIDENTIALITY

Each Party is required to observe the strictest secrecy of the deals concerning the other Party and not to disclose to third parties, in return for payment or free of charge or in any form whatsoever, the Confidential Information unless the Disclosing Party gives its prior written consent, naming each beneficiary of the information and its content, throughout the term of this Agreement and for a period of two (2) years after its expiration, regardless of the cause.

The confidentiality undertaking shall not apply to Confidential Information:

a) that entered the public domain prior to the date of its disclosure or communication or which comes into the public domain after it is communicated and/or disclosed without the cause being attributable to the Receiving Party;

b) that demonstrably is already known to the Receiving Party prior to its transmission;

c) that is independently developed by the receiving Party;

d) that is lawfully received by the Receiving Party from a third party without breaching this Agreement;

e) whose disclosure is required by the law, an applicable regulation or a court order;

f) whose disclosure is authorized in writing by the Disclosing Party.

ARTICLE 7 – TERMINATION OF THE AGREEMENT

7.1 Termination Request

When the Parties have agreed to tacit renewal of this Agreement, each of them shall have the option of terminating the Agreement by sending a letter by certified mail at least (3) three months before the anniversary date of the Agreement.

In case of the Agreement is on a fixed term, the Parties agree to discuss the terms of a possible extension of the Agreement three (3) months before its expiry. Any extension of the Agreement is subject to the prior written agreement of both Parties, evidenced by an amendment to this Agreement.

7.2 Termination for breach

Should the LICENSOR breach any of the warrants defined in this Agreement, and notably in the event of a dispute over the Intellectual Property Rights relating to the Content, the COMPANY may suspend this Agreement by email or by letter sent certified mail, until the LICENSOR provides the COMPANY with evidence that said breach has been remedied. If no remedy is received within thirty (30) days of receipt of the LICENSOR's written request to remedy the breach, the COMPANY shall be entitled to terminate the Agreement without delay by sending a letter certified mail, without prejudice to its right to obtain compensation. This early termination shall allow a pro rata refund of the sums already paid by the COMPANY under the Agreement, in the event of early payment relating to the exploitation of the Content.

Should either Party breach any of its obligations under this Agreement and not remedy said breach(es) within 30 (thirty) days starting from the date of receipt of a letter sent certified mail by the non-defaulting Party giving notice of said breach(es) is first presented, this Agreement shall be automatically terminated, without prejudice to any damages that may be claimed from the defaulting Party.

ARTICLE 8 – FORCE MAJEURE

The occurrence of a case of force majeure shall exempt the affected Party from the performance of its obligations, without it being held liable as a result of said non-performance.

Force majeure, within the meaning of this Agreement, shall notably be understood to mean war, rioting, strike, blocking of the means of transport and supply or of the telecommunications networks, pandemics, epidemics, legislative or regulatory provisions restricting the subject matter of this Agreement, as well as the cases retained by the case law of the local Courts and Tribunals and any other cases beyond the control of the Parties preventing the normal performance of this Agreement.

If the case of force majeure lasts for more than one month, this Agreement may be terminated by either Party without compensation from either Party.

ARTICLE 9 – TRANSFER

Under no circumstances may the Agreement be transferred, in return for payment or free of charge, by either of the Parties, without the express prior authorization of the other Party.

However, the Agreement may be freely transferred by the COMPANY to any directly or indirectly related legal entity that, in the restructuring of its capital or of its activities, replaces its rights and obligations and in particular in the event of a transfer resulting from a merger, a partial contribution of assets or a transfer of assets.

ARTICLE 10 – ANTI-CORRUPTION CLAUSE

The Parties undertake to prohibit any practice, in any form whatsoever, which could be considered as an act of corruption and/or influence peddling, within the meaning of the applicable anti-corruption laws of the place of performance of this Agreement.

Each Party warrants that neither its company nor any of its directors or officers is the subject or target of any national or international trade sanctions nor embargoes ("Sanctions"). In the event that either Party becomes aware that the performance of any obligation under this Agreement is or may be contrary to anti-corruption laws or prohibited by any Sanctions, such Party shall be entitled to immediately suspend and/or terminate the Agreement for breach of contract.

Article 11 - CORPORATE SOCIAL RESPONSIBILITY

The LICENSOR acknowledges that it has read and understood the COMPANY's Partner Charter, available at https://www.legal.digitalvirgo.com/compliance/.

The LIENSOR agrees to comply with its principles and requirements. The LICENSOR also undertakes to respect fundamental human rights, including the prohibition of forced labor, child labor, discrimination, and any practices contrary to international human rights standards and applicable regulations.

The LICENSOR must implement appropriate due diligence procedures within its supply chain to identify, prevent, and mitigate any adverse impacts on human rights. Upon request, the licensor must provide evidence of its compliance with these commitments.

The LICENSOR agrees to ensure that its own suppliers and subcontractors also comply with these same commitments.

Article 12 – INSURANCE

The Parties declare that they are insured with a reputedly solvent insurance company for all the harmful consequences of the acts for which they could be held liable under this Agreement.

ARTICLE 13 – MISCELLANEOUS

13.1 Nothing in this Agreement shall be construed so as to give rise to any joint venture, partnership or relationship of employer and employee between the Parties. The LICENSOR is an independent contractor solely responsible for its own actions, costs and expenses (subject as expressly otherwise provided herein). Each Party acknowledges that it does not have the right to make any commitments for or on behalf of the other Party.

13.2 If any court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect so as to leave the validity of the other provisions of this Agreement intact.

13.3 Neither Party shall make any announcement, press release or reference in any marketing or promotional material concerning the subject matter of this Agreement without the prior written consent of the other (not to be unreasonably withheld or delayed). The COMPANY may, for its own promotional purposes on its website and in other promotional material, list the Licensor as a provider to the COMPANY.

ARTICLE 14 – GOVERNING LAW

This Agreement shall be governed by French law. The Paris Commercial Court shall have sole jurisdiction over any difficulty relating to the validity, interpretation, performance or termination of this Agreement.