

**General Terms of Business Media Buying for TIMEONE –  
PERFORMANCE**

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**ARTICLE 1: SCOPE**

The TIMEONE – PERFORMANCE company, hereinafter referred to as « TIMEONE », is a French public liability company (société à associé unique) with capital of 191 240,00 Euros, registered on the NANTERRE Trade and Companies Register (Registre du Commerce et des Sociétés) under number 481 117 000, whose registered office is located at 114, rue Victor Hugo, 92300 LEVALLOIS PERRET, FRANCE, and represented by Mr Julien VOTTERO acting in his capacity as Directeur Général Adjoint and duly authorised to sign the present contract.

The parties to the contract may be referred to together as the "Parties" or individually as the "Party".

TIMEONE is specialised in programmatic marketing. TIMEONE has created, developed and operates a technological solution allowing automated and real-time purchase of media on-line. Thanks to the tools developed by TIMEONE, the Client is able to create and benefit from an automatic and real time media buying program adapted to its needs (hereafter, the "Marketing Program").

The fact of ordering a Marketing Program from TIMEONE, by signing a purchase order, implies the full and unconditional acceptance of these General Terms of Business (together, the "Contract"), which is expressly recognised by the Client, who definitively waives the right to rely on any contradictory document and, in particular, its own general conditions of purchase.

Pursuant to the regulations in force, TIMEONE reserves the right to depart from certain clauses of these General Terms of Business, according to negotiations conducted with the Client, by defining Special Terms of Business.

Furthermore, TIMEONE may be induced to define category-specific General Terms of Business that depart from these General Terms of Business, according to the type of clientele in question and determined on the basis of objective criteria. In this case, category-specific General Terms of Business shall apply to all of the operators meeting these criteria.

It is understood that TIMEONE is free to enter into contracts with advertisers that are competitors of the Client, as the fact of ordering a Marketing Program shall grant no exclusive rights to the Client.

**ARTICLE 2: DEFINITIONS**

Whenever used with a capital letter in the body of the Contract, the following terms shall have the following meaning:

**ADVERTISING AGENCY:** the company responsible for the design and management of a Marketing Programme for the Client.

**APPLICABLE REGULATIONS:** concerning the Data, these are all the European and French regulations applicable in terms of personal data protection, including but not limited to law n°78-17 of 6 January 1978 relating to data processing, files and freedoms as well as the General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 and any applicable regulations on cookies.

**CLIC:** redirection of a web user to the Client's Website from the Website on which the Client's Media Buying Space is displayed.

**CLIENT:** natural or legal person, advertiser or Advertising agency having concluded with TIMEONE a service contract and/or an advertiser purchase order in order to benefit from services.

**DATA:** any information relating to an identified or identifiable natural person within the meaning of the Applicable Regulations.

**IMPRESSION:** display of the Client's Media Buying Space on a Website.

**MARKETING PROGRAM:** the automatic Media Buying Space Program developed by a Client.

**MEDIA BUYING SPACE:** online space dedicated to the promotion of the Client's Website and/or products and/or services.

**POST-IMPRESSION ACTION:** an action (purchase, registration, form validation, etc.) carried out by a web user on the Client's Website after having consulted a page of a website on which the Client's Media Buying Space is displayed.

The consultation of the page of the Website on which the Client's Promotional Element is displayed triggers the activation of TIMEONE's Tracking technology.

The Post-Impression Action can be carried out by the web user directly, after opening the Client's website following the consultation of the page of the Website on which the Client's Media Buying Space is displayed.

The Post-Impression Action may also be indirect, its implementation taking place after the opening of the Client's Website by the web user. The duration for which indirect Post-Impression Actions are taken into account is specified in the order form, if applicable.

**POST-REDIRECTION ACTION:** an action (purchase, registration, form validation, etc.) carried out by a web user on the Client's Website after being redirected to the Client's Website, from a website on which a Client's Media Buying Space is displayed.

The redirection to the Client's Website may result in particular from a click by the web user on the Media Buying Space or from the opening of the Client's Website following the consultation by the web user of the Website on which the Media Buying Space is displayed. The redirection triggers the activation of TIMEONE's Tracking technology.

The Post-Redirection Action can be performed by the web user directly after the redirection to the Client's Website.

The Post-Redirection Action may also be indirect, as it is carried out after the web user has closed and reopened the Client's Website. The duration for which indirect Post Redirection Actions are taken into account is specified in the Order Form, where applicable.

**PROMOTIONAL ELEMENT:** a resource used to publicise the Client's Marketing Program (banners, links, logos, texts, e-mails, etc.). The promotional Elements are supplied by the Client to TIMEONE.

**REMUNERATION:** remuneration owed by the Client.

**TRACKING:** monitoring of a web user's journey on the Internet, including Impressions, Clicks, Post-Redirection Actions and Post-Impression actions.

**TRAFFIC:** Internet audience generation.

**WEBSITE:** all the pages constituting the website of a Client, of a publisher of the site where the Media Buying Space is present, or of TIMEONE.

### **ARTICLE 3: ORDERS**

#### **3.1. Placement of an order by the Client**

To order a Marketing Program, the Client or its authorised agent must send a purchase order to TIMEONE. The purchase order must be signed by the Client or, if necessary, by its authorised agent.

If the Client is represented by an agent, a copy of the written mandate must be attached to the order form. This contract must specify the scope of the mandate granted and comply with the provisions of Articles 20 et seq. of French Law No. 93-122 of 29 January 1993, known as the Sapin Law.

The Client expressly declares that the signatory is duly authorised to sign the purchase order formalising the Contract.

The purchase order includes the following information:

- the Client's identity;
- the identity of the Client's authorised agent, if applicable;
- the characteristics of the Client's Marketing Program;
- the start date and duration of the Marketing Programme;
- the characteristics and terms of the calculation of the Remuneration owed by the Client;
- the aims of the Marketing Program in terms of the number of Impressions, Clicks or the number of Post-Redirection or Post-Impression Actions, if applicable;
- the duration of the inclusion of indirect Post-Impression or Post-Redirection Actions, if applicable.

A sale only becomes final after TIMEONE has accepted the purchase order in writing.

It is expressly stipulated that if the purchase order sets a target in terms of the number of Impressions, Clicks or the number of Post-Redirection or Post-Impression Actions, this target shall not impose any performance obligation upon TIMEONE. The Client shall refrain from claiming any sum or compensation from TIMEONE for not achieving, at the end of the Marketing Program of the target set out in the purchase order.

In the event of the attainment of the target set on the purchase order prior to the expiry of the Marketing Program, this shall automatically trigger the end of the Marketing Program.

#### **3.1. Modification of orders**

Any modifications to orders requested by the Client are not likely to be taken into consideration, subject to TIMEONE capabilities and at its sole discretion, unless they have been submitted in writing.

TIMEONE can only accept a Client's request for modification in writing.

#### **3.2. Cancellation of orders**

Any request to cancel an order must imperatively be made in a letter sent by the Client by recorded delivery with a return receipt.

In case of order cancellation by the Client, for any reason whatsoever, more than four (4) weeks before the launch date of the Marketing Program provided for by the purchase order, the Client will be liable towards TIMEONE of an amount corresponding to 30% of the Remuneration provided, as damages.

In case of order cancellation by the Client, for any reason, four (4) weeks or less before the launch date of the Marketing Program provided for in the purchase order, the Client shall be liable towards TIMEONE of an amount corresponding to 50% of the Remuneration provided, as damages.

In case of order cancellation by the Client, for any reason whatsoever, during the period of the Marketing Program's realization, the Client will be liable towards TIMEONE of a amount corresponding to 100% of the Remuneration provided, as damages.

For the purposes of this article, the number of Impressions, Clicks, Post-Redirection Actions or Post-Impression Actions taken into account to calculate the expected Remuneration corresponds to the objective defined in the purchase order.

## **ARTICLE 4:        MARKETING PROGRAM**

### **4.1.        Characteristics of the Marketing Program**

The characteristics of the Marketing Program are defined by the Client.

The Client must specify in particular:

- the nature and the media (Internet, mobile, social networks, video) of the Media Buying Spaces he is looking for;
- the nature and amount of the Remuneration due by the Client;
- the launch date and duration of the Marketing Program.

### **4.2.        Buying Media Buying Spaces on behalf of the Client**

From the date of the launch of the Marketing Program, TIMEONE automatically buys in real time, on behalf of the Client, the Media Buying Spaces that the Client is looking for; it being understood that these Media Buying Spaces will have to appear exclusively on the websites agreed upon by mutual agreement between the Parties; and this in order to take into account not only the Client's targeting but also the legal constraints linked to its products. In this respect, the Client must, prior to the launch of the Marketing Program, inform TIMEONE of any legal or regulatory obligation directly or indirectly governing the promotion of the goods and/or services that the Client wishes to promote in the Marketing Program.

Also, the Client understands that the Media Buying Spaces are not bought directly from the Website publishers but from automated marketplaces for the sale and purchase of online Media Buying Spaces. TIMEONE therefore has no contractual link with the publishers of the Websites on which the Client's Media Buying Space is displayed.

### **4.3.        The Client's obligations relating to the performance of the Marketing Program**

**4.3.1.** To allow for the performance of the Marketing Program that has been ordered, the Client undertakes to submit to TIMEONE any Promotional Elements require.

In order to optimise the display and/or delivery of the Promotional Elements, TIMEONE may make adjustments, modifications, arrangements or updates of a technical nature (HTML code, tags, CSS, etc.) of the Promotional Elements. The Client, remaining the sole owner of the intellectual property rights on the Promotional Elements, assigns this right to TIMEONE, for the sole duration of the Contract. It is expressly agreed between the Parties that the visual of the Promotional Elements may not be affected by these rights without the prior written consent of the Client.

The Client also undertakes to integrate into its Website any technical elements that will be provided by TIMEONE, including the Tracking tool, in compliance with the implementation specifications of which it will be informed (conversion tags, master-tags, clicktags for flash elements, etc.).

**4.3.2.** If the Remuneration depends on the number of Post-Redirection or Post-Impression Actions, the Client undertakes to integrate the Tracking tool supplied by TIMEONE into its Website. This Tracking tool allows TIMEONE to record the Post-Redirection or Post-Impression Actions carried out by Web users on the Client's Website.

The activation of the Tracking must not be dependent on a Traffic origin or on the Web user's previous Internet journey. The Tracking tool supplied by TIMEONE must be included in the source code of the action confirmation page for the Client's Website so that it can be activated regardless of the origin of the Traffic or the Web user's previous Internet journey.

**4.3.3.** However, if the Client is required by technical constraints to make the activation of the Tracking dependent on a Traffic origin or on the Web user's previous Internet journey, the Client undertakes to provide any information and cooperation that may be required in order to allow TIMEONE to determine the number and type of Post-Redirection or Post-Impression actions.

The Client also undertakes to transmit to TIMEONE, in a detailed manner and prior to the launch of the Marketing Program, its rules for deduplication and the attribution of Post-Redirection and Post-Impression Actions, in addition to all of the marketing channels concerned by this deduplication.

During the Marketing Program, the Client shall not be authorised to modify its deduplication and Post-Redirection and Post-Impression action attribution rules, or the marketing channels concerned by this deduplication, without TIMEONE prior written authorization.

TIMEONE reserves the right to appoint a qualified auditor to monitor the rules for deduplication and the attribution of clicks and actions implemented by the Client. The Client undertakes to allow the appointed auditor to carry out the necessary investigations and, in particular, to examine and make copies of the activity reports listing the recorded actions.

This audit shall be carried out under the following conditions:

- The Client shall be notified of the date of the auditor's intervention at least ten (10) working days before the scheduled date;
- The auditor shall perform its assignment in the Client's offices in which the activity reports are kept, during normal opening times.
- The Client undertakes to provide reasonable assistance to the auditor designated by TIMEONE, in order to facilitate the performance of his or her assignment.

TIMEONE shall bear the costs of the performance of the audit. However, if the audit should reveal the Client's failure to comply with the rules for deduplication and the attribution of clicks and actions transmitted to TIMEONE, the costs of the audit shall be borne exclusively by the Client.

**4.3.4.** The Client shall be obliged to keep the Tracking supplied by TIMEONE on its Website for the duration of the Marketing Program and for 30 (thirty) days after its expiry.

If the Client removes the Tracking provided by TIMEONE, the Remuneration owed by the Client during the period in which the Tracking is removed, shall be determined in the following manner:

- Application of a theoretical conversion rate of 0.7%: the number of Post-Redirection or Post-impession Actions shall correspond to 0.7% of the number of Clicks or Impressions recorded by TIMEONE.

**4.3.5.** The Client consents to the implementation of the Tracking Tool on any of the Client's Websites that are

subject to a Marketing Programme to enable the recording of Impressions, Clicks, Post-redirection or Post-Impression Actions, as well as the browsing behavior of Web user's on the Client's Website.

The Client authorises TIMEONE to use all the Tracking data thus collected in order to:

- determine the amount of Remuneration owed by the Client;
- improve its Tracking and advertising targeting technology, in the Clients' best interests.

By installing the Tracking tool on its Website, the Client acknowledges that it will read and/or write information contained in the Web user's terminal and that it will collect personal data used for Tracking purposes and subsequent processing of personal data by TIMEONE and/or the Client in accordance with the conditions set out in the Contract and the Data Protection Agreement referred to in the purchase order. The Client acknowledges and certifies that he is solely responsible, on his own behalf and on behalf of TIMEONE, for the obligations of informing and obtaining the consent of the Web users to the Tracking tool in accordance with the stipulations of the Data Protection Agreement referred to in the purchase order and in compliance with the Applicable Regulations. The Client undertakes in this respect to implement all appropriate means to validly collect, attest to and transmit at any time proof of the Web user's consent prior to any reading and/or writing operation of the Web user's terminal and transmission of personal data to TIMEONE via the Tracking tool.

In the event of failure to comply with the above, the Contract and/or the Client's Marketing Programme may be terminated by TIMEONE -as of right, without prejudice by TIMEONE, without prejudice to other actions and remedies available to TIMEONE.

Under the foregoing obligations, the Client undertakes:

- to do everything possible to ensure that TIMEONE is not involved in any action or procedure, of any nature whatsoever, relating to the any action or proceeding, of any nature whatsoever, relating to the Tracking tool and the subsequent processing resulting from it;
- to bear all reasonable costs incurred by TIMEONE in order to defend itself in the event of a legal challenge in relation to the Tracking Tool and subsequent processing thereof; and
- to indemnify TIMEONE for any costs, losses or damages that it may incur, including legal fees, court costs, court orders for damages and/or settlements with any relevant person as well as fines and penalties imposed by a competent regulatory authority.

**4.3.6.** To verify the efficient operation of the Tracking in the framework of the Marketing Program and after informing the Client thereof, TIMEONE may perform Tracking tests on the different actions set out on the purchase order.

In the context of these tests, TIMEONE may be required to create orders and perform payments (online orders, subscriptions, etc.). At TIMEONE written request and accompanied by supporting documents, the Client undertakes to cancel the orders and refund the payments made by TIMEONE in the framework of Tracking tests.

In the event of the Client's failure to refund the payments within thirty (30) days, the amounts paid by TIMEONE during the Tracking tests shall be invoiced to the Client.

**4.3.7** For the entire duration of the Marketing Program and exclusively for its purpose, the Client grants TIMEONE, as well as the publishers of the websites on which the Media Buying Spaces are displayed, a right to use its brand and the distinctive signs attached to it.

#### **4.4. TIMEONE' obligations relating to the performance of the Marketing Program**

**4.4.1.** TIMEONE undertakes to promote the Client's Marketing Program by any means that it deems to be necessary.

**4.4.2.** As part of the implementation of the Marketing Program referred to in the order form, TIMEONE may design, on behalf of the Client, the content that will be broadcast on the Websites within the Media Buying Spaces, in compliance with all applicable regulations and, more generally, with all the Client's instructions.

**4.4.2.** If the Remuneration depends on the number of Post-Redirection or Post-Impression Actions, TIMEONE undertakes to provide technical assistance to the Client that will allow it to insert the Tracking tool described in article 4.3.2. of these General Terms of Business.

**4.4.3.** Throughout the entire duration of the Client's Marketing Program, TIMEONE undertakes to record and save the Impressions, Clicks, data relating to the Web users' origins and the number and types of Post-Redirection or Post-Impression actions performed by Web users on the Client's Website, by methods of its own choosing.

#### **4.5. Changes made by the Client to its Website**

Any change made by the Client to its Website, and in particular any changes to its name, purpose, hosting location, size and update frequency, will not affect the continuation of the Marketing Program.

### **ARTICLE 5: REMUNERATION OWED BY THE CLIENT**

#### **5.1. Setting of the Remuneration owed by the Client**

The nature and amount of the Remuneration due by the Client, within the framework of the Marketing Program, are specified in the order form.

The Remuneration due by the Client may in particular depend on the number of Impressions or Clicks or the number of Post-Impression Actions carried out by web users on the Client's Website.

#### **5.2. Recording of Impressions, Clicks and Post-Redirection or Post-Impression Actions by TIMEONE**

The number of Impressions or Clicks, in addition to the number and type of Post-Redirection or Post-Impression Actions carried out by Web users on the Client's Website, shall be exclusively determined on the basis of the records compiled by TIMEONE.

The Client shall refrain from disputing the records compiled by TIMEONE in any manner and cannot demand any other proof of the Impressions, Clicks and Post-Redirection or Post-Impression Actions performed by the Web users.

#### **5.3. Validation by the Client of the Post-Redirection or Post-Impression Actions recorded by TIMEONE**

When the Remuneration owed by the Client depends on the number of Post-Redirection or Post-Impression Actions, TIMEONE shall, on a monthly basis, send the Client a file specifying all of the Post-Redirection or Post-Impression Actions recorded during the previous month.

Upon receipt of this file, the Client shall have a period of four (4) calendar weeks in which to validate or reject—in writing—the Post-Redirection or Post-Impression Actions recorded by TIMEONE.

In the absence of a response by the Client during this period, all of the Post-Redirection or Post-Impression Actions recorded by TIMEONE shall be definitively validated.

In the event of the Client's rejection of the Post-Redirection or Post-Impression Actions, the Client undertakes to send supporting documents to TIMEONE for each of the actions concerned. If the required supporting documents are not transmitted within a period of five (5) business days, the Post-Redirection or Post-Impression Actions concerned cannot be rejected and shall be validated.

The Client may not reject more than twenty (20) % of the Post-Redirection Actions or Post-Impression Actions recorded by TIMEONE in a given month.

### **ARTICLE 6: INVOICING AND PAYMENT OF THE REMUNERATION**

### **6.1. Invoicing of the Remuneration by TIMEONE**

TIMEONE shall produce a statement of accounts at the end of each month. At the start of the following month, TIMEONE shall send the Client an electronic invoice for the Remuneration owed by this Client.

This invoice shall specify the number of Impressions or Clicks, or the number of Post-Redirection and Post-Impression Actions billed to the Client.

The Client expressly declares that it is aware that TIMEONE is solely responsible for invoicing and collecting all the Remuneration due to the sellers of Media Buying Spaces in the context of the implementation of its Marketing Program. Consequently, the Client is prohibited from paying the sellers of Media Buying Spaces, directly or via any third party, all or part of the Remuneration due to them.

### **6.2. Payment of the Remuneration by the Client**

The total price of the invoices issued by TIMEONE must be paid within 30 (thirty) days of their issue.

The invoices issued by TIMEONE are payable by bank wire transfer or cheque made payable to TIMEONE – MEDIA BUYING.

In the event of a delayed payment for which the Client or its authorised agent is responsible, late-payment penalties corresponding to a percentage of the total tax-inclusive amount of the sums owed by the client shall be automatically payable to TIMEONE by operation of law, as of the day after the due date of the invoice, without the need for any formality or prior notice.

The calculation of these late payment penalties shall be based on a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points.

In addition to the late payment penalties provided for herein above, in the event of the failure of the Client or of its authorised agent to pay the entire amount of the invoice by the end of a period of one month from its due date, the Client shall owe TIMEONE damages corresponding to 20% of the remaining balance due excl. VAT. These damages shall be due by operation of law, without prior notice.

### **6.3. Mandate**

Optionally, the Client may appoint an Advertising agency to order and manage its Marketing Program in the name and on behalf of the Client.

The mandate must imperatively give rise to the conclusion of a written contract between the Client and the commissioning agency. This contract must comply with the provisions of Articles 20 et seq. of the French Law No. 93-122 of 29 January 1993, known as the Sapin Law.

A copy of the agency agreement must be attached to the Client's Marketing Programme purchase order.

On behalf of and for the account of the Client, the agent shall manage and control the invoicing. If he has been appointed to do so, he shall ensure that the Remuneration is paid on time.

In accordance with the dispositions of Article 25 of the French Law No. 93-122 of 29 January 1993, known as the Sapin Law, TIMEONE's invoices are always sent to the Client. A copy of the invoices is sent by TIMEONE to the agent. In the event of non-payment of TIMEONE invoices by the agent who has received a mandate to this effect, the Client is obliged to pay directly to TIMEONE the entire Remuneration due, even if he has already sent the agent sums with a view to their transfer to TIMEONE.

## **ARTICLE 7: LIABILITY**

### **7.1. The Client's liability**



The Client shall have sole liability for:

- the content delivered via its Website;
- the products and services proposed or supplied via its Website;
- the content of the Promotional Elements supplied to TIMEONE.

The CLIENT undertakes to ensure that its Website meets all of the following cumulative conditions:

- not to include any content that is illicit, contrary to public decency or likely to constitute a disturbance to public order;
- not contain any content of a violent, pornographic, erotic, paedophilic, religious, political or racist nature...;
- not contain any content likely to infringe the rights of third parties and in particular intellectual property rights (prohibition in particular of "Peer-to-Peer", "streaming" or illegal download sites);
- not to include any content that may infringe the rights, image or reputation of TIMEONE, the TIMEONE network or its other clients ;
- not include any content that does not comply with the provisions of articles 72 to 78 of the French law n° 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life, framing the communication on certain complex and risky financial products.

In addition, the Client undertakes to comply with the Applicable Regulations and to fulfil all its obligations under the Applicable Regulations.

In the event of a breach by the Client of the obligations set out in this article, TIMEONE may terminate the Contract without notice.

The Client is solely responsible for all the harmful consequences that may result from the failure to comply with any of the obligations set out in this article.

The Client guarantees TIMEONE against any recourse against it in this respect by any third party whatsoever.

## **7.2. TIMEONE' LIABILITY**

**7.2.1.** TIMEONE shall have sole liability for:

- the content delivered via its Website;
- the services proposed or supplied via its Website.

It undertakes to ensure that its Website shall satisfy all of the cumulative conditions set out in article 7.1. of these General Terms of Business.

TIMEONE undertakes to conform to all of the Applicable Regulations concerning personal data protection and to fulfil all its obligations under the Applicable Regulations.

**7.2.2.** The Client declares and acknowledges that TIMEONE is not responsible for the content disseminated, nor for the products and services offered or provided, on the websites on which the Client's Media Buying Spaces are displayed.

## **ARTICLE 8: COMMUNICATION**

The Parties shall have the right to inform the public, press and its commercial contacts about the existence of the Contract, without, however, specifying the special conditions—particularly financial—set out on the purchase order. On a temporary basis and exclusively for the purpose of communicating the existence of the Contract, the Parties are authorised to use the trademark of the other Party and the distinctive signs attached to it.

TIMEONE will be able to exploit and communicate the commercial results of its technological solution for the automated and real-time purchase of online media buying space in the broadest sense, without mentioning the

particular performance of the Client's Marketing Program.

**ARTICLE 9: LOYAL AND GOOD FAITH BEHAVIOUR**

The Parties undertake always to behave towards each other as loyal partners and in good faith and in particular to inform each other of any difficulties they may encounter in the performance of the Contract.

**ARTICLE 10: DURATION OF THE CONTRACT**

The Contract is concluded for the duration of the purchase order.

**ARTICLE 11: TRANSFER OF THE CONTRACT**

Within the meaning of Articles L233-1 et seq. of the French Commercial Code, each of the Parties is free to assign the Contract to any company in its group, to its parent company and to the subsidiaries of its parent company or, where applicable, to its own subsidiaries.

The assignment must be notified to the other Party in writing and within a reasonable period of time.

However, one of the Parties may not transfer the Contract to a company carrying on a business competing with that of the other Party.

Furthermore, the Contract shall be freely transferred to any beneficiary of a transfer of all or part of the assets of one of the Parties resulting from a merger, demerger, partial contribution of assets or sale of business.

Finally, the change of control of one of the Parties shall have no effect on the continuation of the Contract.

**ARTICLE 12 : DIVISIBILITY**

If any of the provisions of these General terms of Business is found to be null and void, the contract itself shall not be cancelled unless it concerns an essential provision that influences the parties' consent and unless its cancellation is liable to cast doubt upon the general balance of the Contract.

**ARTICLE 13 : APPLICABLE LAW - JURISDICTION**

The Contract becomes effective on the date of signature and initialling of the purchase order.

These Contract, in addition to all of the contractual relationships that they are intended to govern, are subject to French law.

The Parties shall endeavour to settle amicably any dispute relating to the conclusion, interpretation and performance of the Contract.

Should they fail to do so, any dispute will be under the exclusive jurisdiction of the Court of the registered office of TIMEONE.

