

GENERAL TERMS AND CONDITIONS

TITLE I - AUTHORISATION TO EXPLOIT THE ARCHIVES

1) **Purpose.** The purpose of this contract is to define the terms and conditions under which the Archives are made available and, if applicable, the license of exploitation rights is granted by ECPAD (the French Defense communication and audio-visual production agency) to the Contracting party on/to the Archives pertaining to the exploitations provided for in the Special terms and conditions. The ECPAD grants the Contracting party a license of the exploitation rights, subject to full performance by the Contracting party of its obligations and particularly, full payment of the amounts due.

2) **Contractual documents.** This contract (hereinafter the "Contract" or "Agreement"), consists of the special terms and conditions (hereinafter referred to as the "Special terms and conditions"), of these general terms and conditions (hereinafter the "General terms and conditions") and an "appendix (hereinafter the "Appendix 1").

The Contract expresses the entirety of the will of the Parties and supersedes any other previous written or verbal agreement of any kind and particularly all letters, proposals, offers and documents exchanged prior to the signing of this Contract.

If the Contracting party issues a purchase order as part of its order, the provisions of the said purchase order do not prevail over those of the Contract.

3) **Hierarchy of contractual documents.** In case of contradiction between these General terms and conditions and the Special terms and conditions, the latter shall prevail.

4) **Access to the general terms and conditions.** These General terms and conditions can be referred to online on the ECPAD website at: <https://www.ecpad.fr/cgv/>.

They may be modified without any further formality other than the uploading of a new modified version online; only the latest online version of the General terms and conditions available on the ECPAD website on the day of the order is applicable. The ECPAD keeps the older versions of General terms and conditions.

The Contracting party ensures to keep a hard or soft copy (in PDF format) of the General terms and conditions related to its order.

5) **Definitions.** For the requirements of the Contract, the definitions, and particularly those related to the methods of exploiting the Archives and to the territory/territories described in the quote are provided in the Title II of General terms and conditions of the Contract subject to the provisions of Special terms and conditions.

6) **Provision of Archives.** The Archives provided by the ECPAD to the Contracting party are set forth in Appendix 1. The ECPAD expressly reserves the right to not authorise the copying of all or part of documents (documentary records, etc.) and audio-visual and photographic archives requested in the event that these could damage the reputation of the French Ministry of Armed Forces or public policy and/or in

case of access to classified archives and/or documents or if expressly ordered by the French Ministry of Armed Forces. The ECPAD confirms or refutes its position upon receipt of the decision of the competent authority.

The Archives selected by the Contracting party shall be delivered in the form of digital files, via a URL through an e-mail and/or a digital file transfer platform and/or on a DVD.

The Archives retained definitively by the Contracting party are listed on a statement containing the reference, summary description and the names of the authors of the Archives.

7) **Media.** The media used to submit the Archives shall be returned to ECPAD or destroyed once the Archives have been included in the Work(s). If the Archives are, in whole or in part, given to the Contracting party on a physical medium, the latter shall travel at the Contracting party's risk, it being understood that the transport, insurance and shipping costs as well as any duties and taxes related to this shipment, shall be borne by the Contracting party.

8) **Financial terms and conditions: calculation and payment.** The technical costs, i.e. the reproduction costs and research costs, if any, are the financial responsibility of the Contracting party and are invoiced in addition to the license fees.

The tariff schedule related to technical costs can be sent to the Contracting party upon request.

The technical costs, and the license fees, if there are any, are included in the quote. Remote archival search services may be subject to a separate contract and are invoiced to the Contracting party by ECPAD, after acceptance of the general terms and conditions of sale and the related quote. The reproduction costs, calculated according to the number and/or the duration of Archives to be reproduced, are included in the invoice related to the Contract, which is issued upon signature of the Contract after acceptance of the corresponding quote.

The price of the license of rights, which appears in the quote depends on the desired exploitations, the territories requested, the number of broadcasts and the duration of the rights assigned per thirty-second tranche for audiovisual archives, it being understood that the first minute is indivisible, and per unit for the photographic archives.

For the non-ECPAD Archives, only the abovementioned technical costs shall be invoiced to the Contracting party, it being specified that ECPAD does not grant the Contracting party any authorisation concerning the intellectual property rights for the non-ECPAD Archives.

The Contracting party shall pay the amount specified in the quote, with or without VAT in accordance with the above provisions, by bank transfer, within 30 (thirty) days after the issuance of the corresponding invoice, to the accountant of ECPAD. ECPAD's bank account details are as follows:

IBAN: FR76 1007 1750 0000 0010 0053 624/**BIC:** TRPUFRP1.

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The bank charges, if any, are to be borne by the Contracting party.

In case of failure to pay before the abovementioned deadline, the ECPAD reserves the right to take legal action against the Contracting party in order to assert its rights and claim compensation for its loss.

Late payment penalties are payable from the day following the payment date shown on the invoice in case the payment for the amounts due is made after the abovementioned deadline of 30 (thirty) days.

The interest rate for late payment penalties is equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points.

In compliance with article L. 441-6 of the French Commercial Code, any delay in payment shall as of right entail, in addition to the late payment penalties, an obligation for the Contracting party to pay a fixed compensation of 40 (forty) Euros as collection charges. An additional compensation may be claimed, on providing supporting documents, when the collection charges incurred exceed the amount of the fixed compensation.

9) Compliant invoicing. The invoicing is carried out in a compliant manner. "Compliant invoicing" means (i) invoicing for Archives copied and delivered by ECPAD on non-time-coded exploitable media, (ii) invoicing for Archives not recopied and not delivered in case of renewal and/or extension of rights.

10) Applicable taxation. Depending on whether the Contracting party is a French, DROM-COM (French Overseas Departments and Regions-French Overseas Territories), European or foreign company or a public administrative institution under the supervision of the French Ministry of Armed Forces, the amount due for the exploitation of Archives, mentioned in the quote in the Special terms and conditions will be increased or not by VAT, as follows:

- If the Contracting party is a French company, the ECPAD being partially liable to pay the VAT, in accordance with the taxation applicable to public institutions, this amount will be increased by VAT at the rate in force.
- If the Contracting party is a European company, in accordance with the taxation applicable to European companies and in compliance with the General Tax Code, the Contracting party with an intra-community VAT no. will be exempt from VAT in France. Therefore, the total amount mentioned in the Special terms and conditions in the quote is expressed in net Euros.
- If the Contracting party is a foreign company, in accordance with the taxation applicable to foreign companies that do not have intra-community VAT and in compliance with the General Tax Code, the Contracting party will be exempt from VAT in France. Therefore, the total amount mentioned in the Special terms and conditions in the quote is expressed in net Euros.
- If the Contracting party is a DROM-COM company, in accordance with the taxation applicable to goods shipped outside the European Community and in compliance with Article 262 of the General Tax Code, the Contracting party will be exempt from VAT in France. Therefore, the total amount mentioned in the Special terms and conditions in the quote is expressed in net Euros.

- If the Contracting party is a public administrative institution under the supervision of the French Ministry of Armed Forces, pursuant to the taxation applicable to these institutions, the Contracting party will be exempt from VAT. Therefore, the total amount mentioned in the Special terms and conditions in the quote is expressed in net Euros.

11) Guarantees stipulated by ECPAD. The ECPAD declares to be the exclusive owner of the proprietary rights initially attributed to the authors of the Archives, subject to rights that may be held or managed by the collective management organisations, and therefore guarantees the Contracting party the free exercise and peaceful enjoyment of the rights in question during the exploitations authorised by the Special terms and conditions, and more generally by the Contract, subject to the following specifications.

The Contracting party shall be responsible for obtaining the authorisations and, if necessary, for paying the related remunerations, of all natural or legal persons (authors, producers, collective management organisations, performing artists [singers, musicians, etc.] etc.) who may have any right to the Archives, such as personality rights (right of personal portrayal, right to voice, right to privacy, right to dignity, etc.), rights to the services and/or works incorporated in the Archives (copyrights, rights related to copyright, etc.), rights pertaining to the protection of personal data, etc. necessary for the production and exploitation of the Work(s). The Contracting party indemnifies ECPAD against any claim made or action taken and/or demand made by the abovementioned right holders on any grounds whatsoever as well as by any natural or legal person who consider that they have any rights whatsoever with regard to the production and exploitation of the Work(s).

The ECPAD shall also inform the Contracting party that it holds non-ECPAD Archives whose exploitation rights are not expired and for which the ECPAD cannot guarantee peaceful exploitation. Therefore, the Contracting party undertakes to be responsible for authorisation from and payment to the right-holder(s), and particularly the producer(s), author(s) and any other third party who has the rights and to not hold ECPAD liable in any manner whatsoever if the Contracting party and/or ECPAD are involved in a dispute, disagreement or claim related to ownership and/or exploitation of the archives referred to in this paragraph. If the persons holding the rights to the archives referred to in this paragraph are not known to ECPAD at the time the Contract is concluded, the Contracting party undertakes to inform the ECPAD of any measures taken to obtain the required authorisations and about the result of its research in identifying the right holder(s). In case of identification of these right holders, the Contracting party undertakes to inform the ECPAD before contacting or approaching the right holders.

12) Limitation of liability. Notwithstanding any provision to the contrary in the Special terms and conditions or any other agreement, the total liability of ECPAD may not exceed :

- 5,000 (five thousand Euros) per Archive for which the author's royalties are charged to the Contracting party (i.e. the ECPAD Archives);
- 1,000 (one thousand Euros) per Archive for which the technical costs of provision are charged to the Contracting party (i.e. the non-ECPAD Archives);

13) Reservation related to the release of rights. The ECPAD reserves the right, if its departments reasonably believe that all or part of the Archives may result in one or more claims

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by a third party or failure to comply with the contractual terms and conditions, to order the exploitation to be stopped, to which the Contracting party expressly agrees.

- 14) Exercise of rights by the Contracting party.** The Contracting party is not bound to carry out the exploitations of Archives authorised herein. However, the non-exercise of the assigned rights shall not exempt it from full payment of the price as specified in the quote in the Special terms and conditions, provided that the Contracting party provides proof of no exploitation.
- 15) Effectiveness of authorisation.** The authorisation to exploit provided for in the Contract becomes effective on the date agreed by the Parties and set forth in the Special terms, provided that the amounts detailed in the quote are paid in full.
- 16) Scope of the authorisation.** Subject to full payment of the price by the Contracting party, ECPAD transfers to the Contracting party, the right to exploit the Archives in the Works in compliance with the methods of exploitation and for the duration and corresponding territory/territories provided for in the Special terms and conditions.
- 17) Non-exclusive nature of the authorisation.** The authorisation to exploit is granted to the Principal on a non-exclusive basis. Particularly, the contract does not prevent ECPAD from granting and transferring the exploitation rights for the same Archives to third parties that make such a request.
- 18) Unauthorised exploitations.** The Contracting party is not authorised to exploit the Archives for any uses other than those provided for in the Contract. Any changes in the terms and conditions of exploitation of Archives, particularly as regards the methods of exploitation, scope or duration of the assignment of exploitation rights, shall be subject to prior agreement between the Parties and will result in drafting of an amendment and the payment of additional fees to ECPAD.

The Contracting party undertakes not to exploit, in whole or in part, the Archives separately from the Work(s). The exploitation, in extracts or in full, of the Archives covered under the Contract, outside the scope of the authorisation provided for in this Contract, constitutes a change in the terms and conditions of exploitation of Archives.

Failure for the Contracting party to comply with the terms and conditions of use of the Archives shall result in a rate increase of 100 (one hundred) per cent of the fees applicable under ECPAD tariff schedule corresponding to the exploitations effectively carried out, any and all discount or rebate excluded, without prejudice to damages and any other remedy available against the Contracting party in respect of the unfair performance of the agreement.

- 19) Obligation of the Contracting party to inform ECPAD.** For any exploitation, the authorisation duration of which depends on the date of first exploitation, the Contracting party shall specify in writing to ECPAD: the date of first exploitation, the name(s) of the distributor(s) or the medium/media on which the first exploitation shall take place, the place or territory of first exploitation.

In the absence of notification sent to ECPAD by the Contracting party, the exploitation shall be deemed to have started on the day of the signature of the Contract and the duration of the assignment shall be calculated from the day

of the signature of the Contract. In case of exploitation on the Internet and/or in an exhibition, the Contracting party shall send a letter to ECPAD specifying the URLs of the Websites in which the Archives will be exploited and/or the venue(s) of the exhibition that incorporates the Archives, if this information is not included in the Contract on the date of its signature.

Any change in the title(s) of the Work(s) that incorporate(s) the Archives must be informed in writing to ECPAD.

Failure by the Contracting party to comply with the obligations established by this article shall result in an increase of 50% (fifty percent) of the , any and all discount or rebate excluded, of the fees applicable under ECPAD tariff schedule without prejudice to any damages that may be claimed from the Contracting party for unfair performance of the contract.

- 20) Moral rights.** The Contract does not imply any authorisation pertaining to moral rights that remain with the authors or their right holders. The Contracting party undertakes not to violate these rights, particularly by creating confusion between the Archives and the Work(s) incorporating them, by modifying or altering the Archives (by significant cropping, editing, colouring or other retouches, etc.) or by undermining the meaning or spirit of the Archives or failing to mention the name and status of the authors and to request for authorisations that may be necessary to ensure compliance with these rights. In accordance with this contract, the Contracting party undertakes to include the compulsory notices indicated by ECPAD and particularly those specified in Appendix 1 for each Archive.
- 21) Respecting the Archives, the rights of third parties and the Statement by Contracting Party.** The Contracting party undertakes that no Archive shall be used or modified, by itself and/or within the Work(s), in a way that would or could undermine the image of ECPAD and/or the French Ministry of Armed forces. Similarly, the Contracting party acknowledges that it is its sole responsibility to ensure the following during the exploitation of Archives within the Work(s): (1) it does not defame or slander anyone; (2) it does not violate the industrial property rights (trademarks, etc.), and more generally, the laws, regulations and practices in force; (3) it does not remove any reference, logo or other elements contained in the Archives without ECPAD's consent.

Therefore, the Contracting party shall have no recourse against ECPAD on the basis of articles 11, 19 and 20 of the General terms and conditions and undertakes to compensate ECPAD for all damages, costs and expenses, including lawyer's fees and consultancy fees, arising from any claim and/or proceedings initiated by any person on these grounds.

- 22) Guarantees stipulated by the Contracting party.** The Contracting party shall indemnify ECPAD for any loss (including legal expenses, lawyer's fees and consultancy fees) and/or direct or indirect damages that the Contracting party and/or ECPAD may suffer as a result of failure by the Contracting party to comply with any of its obligations under the Contract, particularly under articles 9), 14) and 15) of the General terms and conditions.
- 23) Source of Archives/compulsory notices/credits.** The Contracting party undertakes to cite the source of the Archives, by mentioning the names of the authors, the original title and the caption "ECPAD", for any reproduction and representation of Archives, particularly in the credits and titles of the Work(s) incorporating them, in accordance

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with the elements provided by ECPAD and in compliance with the provisions of the Intellectual property Code.

For the non-ECPAD Archives, the Contracting party undertakes to include the caption "source: ECPAD" without prejudice to any instructions that the right holders may have given to the Contracting party.

When the Work(s) incorporating the Archives has/have credits, all the compulsory notices of which the Contracting party has been informed must appear prominently, near the Archives and/or the Work(s) incorporating the Archives, so that the audience can read it.

If the Work(s) incorporating the Archive has/have credits, they must mention the Archive's source in the following manner: "Établissement de communication et de production audiovisuelle de la Défense" or "ECPAD". All other compulsory notices about which the Contracting Party has been informed must also be included in the credits. If the credits are rolling, they should scroll slowly enough so that the audience can read them. The Contracting party shall be responsible for the performance of the obligations of this paragraph by any third party that it authorises to exploit the Work (or Works) incorporating the Archives.

In case of total or partial non-compliance (absence, incomplete and/or distorted caption) with the obligations relating to the placing of the compulsory notices provided for in this Article, ECPAD reserves the right to invoice the Contracting party, an increase of 100% (hundred percent) of the fees applicable under ECPAD tariff schedule, without any discount or rebate. Such tariff increase is independent of fees increase clause the provided for in article 19 above mentioned.

24) Transferability of the Contract/sub-transfer/intuitu personae. This contract is concluded *intuitu personae* and may not be transferred in whole or in part. Therefore, the Contracting party may not transfer the rights and obligations hereunder, referred to in the Contract, or give the Archives to third parties, including subsidiaries.

25) Delivery. Unless agreed otherwise by ECPAD and the Contracting party, ECPAD shall deliver the Archives subject to : the signature of the Contract by all Parties and, in the event the Contracting party is a foreign individual or a legal person established abroad, the payment in full of the fees by the Contracting party.

26) Personal data. As part of the contract, the Parties undertake to comply with the regulation in force applicable to the processing of personal data, particularly regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, and are each responsible, for their part, for their obligations as data controllers. It is reiterated that the ECPAD does not indemnify the Contracting party against any claims related to the transmission to and the exploitation by the Contracting party of any personal data that may be contained in the Archives, such as the image of the people represented in the Archives.

27) Right of inspection and audit. The ECPAD may carry out inspections *a posteriori* on the compliance of the exploitation of the Archives with the terms and conditions laid down herein.

As part of inspecting the Contracting party's compliance with the Contract, the ECPAD may appoint an auditor of its choice to carry out all the relevant checks in the premises of

the Contracting party. This auditor may particularly request to verify contracts, statements of accounts and any other document that may be required for the verification of compliance with the Contract. This right of audit may be exercised by the ECPAD at least 1 (once) a year.

The ECPAD may also, at any time, request the Contracting party and/or any third party to send all the supporting documents related to the exploitation of Archives. The Contracting party undertakes to provide these supporting documents upon first request.

28) Confidentiality. The Parties that, during the Contract, particularly during its execution, obtain information or receive documents or elements of any kind, indicated as being confidential or sensitive and related, particularly, to the means to be implemented or to the functioning of their departments, are obliged to take all necessary measures to prevent such information, documents or elements from being disclosed to a third party who does not need to know about them. The Parties shall ensure that these elements are properly distributed and understood and shall ensure that their staff members or any person under their authority complies with the requirements of confidentiality.

29) Non-performance. If a commitment towards a Party has not been performed, or has been performed imperfectly, that Party may:

- refuse to perform or suspend the performance of its own obligation, including by means of an early dissolution;
- pursue forced performance depending on the type of obligation;
- cause rescission or termination of the Contract pursuant to the resolutive clause stipulated below in case of serious violations;
- seek compensation for the consequences of non-performance.

The sanctions that are not incompatible can be combined, and damages can always be added to them.

Regarding the aforementioned right to rescind or terminate, the Parties agree to the following resolutive clause: each Party may rightfully terminate the contract without any prior court decision and without any compensation, in case of a serious breach by the other Party of any of its obligations under the contract and if this breach is not resolved by the defaulting Party 1 (one) month after sending a registered letter with acknowledgement of receipt to the latter. Failure by the Contracting party to pay on the due date or to comply with the conditions of exploitation of the Work(s) laid down herein is considered to be serious breaches by the Contracting party. The failure of ECPAD to provide the Archives whose use is authorised hereunder, except in case of force majeure, or ECPAD's failure to comply with its obligation of guarantee are considered to be serious breaches by ECPAD.

It is expressly agreed between the Parties to exclude the application of Article 1226 of the French Civil Code, the only possibility of rescission or termination therefore being the implementation of the resolutive clause in the previous paragraph.

30) Impediment/Force majeure. In the event of force majeure, as defined in Article 1218 of the French Civil Code, the Contract shall be extended by a period equal to the period of impediment. In this case, the defaulting Party must notify the other Party by any means, as soon as possible, of the date on which the impediment period began, and if

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applicable, the date on which the impediment period shall end. However, if the duration of the said impediment is more than 2 (two) months, each of the Parties may rightfully terminate the Contract by means of a registered letter with acknowledgement of receipt, without any compensation being due to the other Party.

31) Change in circumstances. The Parties agree to amend the provisions of Article 1195 of the French Civil Code as follows:

- neither Party intends to assume the risks of unforeseen circumstances in compliance with this text;
- an unforeseen change of circumstances may be a change in commercial, economic, monetary or financial as well as legal conditions (particularly change in law, regulation or contractual terms and conditions agreed with the authors of Archives) or even political, scientific, cultural or technological conditions;
- the Party that observes that a change of circumstances that could not be foreseen at the time of establishment of the Contract makes the performance of the said contract excessively onerous for it, shall request the other Party for re-negotiation of the contractual conditions or the rescission or termination of the Contract via registered letter with acknowledgement of receipt, which shall include a statement of the reasons for the unforeseeable change of circumstances and the excessively onerous nature of the performance of the Contract;
- the Parties shall meet within 15 (fifteen) days from the abovementioned notification in order to discuss the request for revision, rescission or termination of the Contract;
- in the absence of agreement by the Parties within 30 (thirty) days from the first meeting between the Parties, a period during which the Parties will have met at least a second time to discuss the possible revision of the Contract, each Party may refer the matter to the court in order to request it either to terminate the Contract or to revise it. In both the cases, the court shall be required to take into account the practices in force and the commercial, legal and economic aspects of the Contract;
- Until the Parties find a solution or the court resolves the dispute, each Party shall continue to perform its contractual obligations.

32) Use of certain terms and acronyms. The Contracting party shall not, without a prior written approval, use the name "ECPAD" or any variation of this name in any way whatsoever, including names associating "French Ministry of Armed Forces" in such a way that implies the formation by ECPAD

or the French Ministry of the Armed Forces of any pledge, collateral, guarantee or endorsement, express or implied, relating to any Party, service or product, including the Work(s).

33) Address for service. For the requirements of this contract, the Parties declare the address mentioned in the beginning of the Special terms and conditions as the address for service.

34) Effective date. The Contract comes into effect from the date specified in the Special terms and conditions.

35) Choice of Language / translation of the Contract / prevalence of the French language. The Contract may be drafted in English. If applicable, in case of contradiction between the French version and the English version of the General terms and conditions, the French version shall prevail.

36) Non-waiver. If either of the Parties does not require, at any given time, performance by the other Party of any of its obligations, it shall not imply, in any way, a waiver of the right to demand performance of it at any given time. A waiver by either Party of the right to claim for a breach by the other Party of any of the provisions of this Contract shall neither constitute a waiver by that Party to claim for any other breach of the same obligation or any other obligation, nor a waiver of the obligation itself.

37) Changes(s) in the Contract. Any changes to the terms and conditions of the Contract are made by means of amendments.

38) Time lapse. The time-lapse period for any action that may be taken by either Party on any grounds whatsoever, relating to the validity of this Contract or any of its clauses, is of 1 (one) year from the effective date of this contract for any action concerning its validity or the validity of any of its clauses.

39) Applicable law. The Contract is subject to the French law.

40) Amicable settlement of disputes and Court of competent jurisdiction. If a dispute arises between the Parties concerning the validity, interpretation, performance or, more generally, this contract, the Parties undertake to seek an amicable solution to the dispute before initiating any action before a court.

If no amicable solution can be found between the Parties, this dispute shall be brought before the competent courts of Paris.

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For the purpose of this Agreement, the following terms shall have the meanings given below.

1/ GENERAL DEFINITIONS

Appendix 1

"Appendix 1" means the appendix listing the Archives covered under the Contract.

Archives:

"Archives" means the "ECPAD Archives" and the "Non-ECPAD Archives" listed in Appendix 1 of this Contract.

ECPAD Archives:

"ECPAD Archives" means "Photographic Archives" (i.e. photographs, still images, photograms and/or autochromes) and "Audio-visual Archives" (i.e. moving images sequence(s)), for which the ECPAD holds intellectual property rights or for which ECPAD is responsible for marketing and which are listed in Appendix 1 of this Contract.

Non-ECPAD Archives:

"Non-ECPAD Archives" means "Photographic Archives" (i.e. photographs, still images, photograms and/or autochromes) and "Audio-visual Archives" (i.e. moving images sequence(s)), for which the ECPAD only has the physical ownership of the medium and which are listed in Appendix 1 of this Contract.

Contract

"Contract" means all the following contractual documents governing this authorisation to exploit the Archives provided by ECPAD to the Contracting party:

- the "General terms and conditions" ;
- the signed "Special terms and conditions" ;
- the initialled "Appendix 1"

The signature of the Special terms and conditions implies acceptance of the General terms and conditions mentioned in the Special terms and conditions.

General terms and conditions

"General terms and conditions" means all the common stipulations applicable to the contractual relations between ECPAD and its clients, governing the granting of an authorisation by ECPAD to exploit the Archives, for consideration or free of charge. The General terms and conditions include the definitions. The General terms and conditions are supplemented and specified by the Special terms and conditions.

Special terms and conditions

"Special terms and conditions" means all the stipulations that supplement and personalise the General terms and conditions.

In particular, they determine the financial conditions and the Archives, the exploitation of which is authorised as well as the scope, terms and conditions and limits of the authorisation. The Special terms and conditions particularly include the "quote".

Contracting party/Commanditaire

"Contracting party" or "Commanditaire" (i.e. client) means any legal or natural person, private individual or professional, under private or public law, who would like to exploit one or more Archives, whose contact details and, if applicable, the Business Identity Code (Companies Register) appear in the beginning of the Special terms and conditions.

Date of signature

"Date of signature" means the date indicated by the Contracting party on the Special terms and conditions, which also includes its signature.

ECPAD

"ECPAD" means *l'Établissement de communication et de production audiovisuelle de la Défense* (the French Defence communication and audio-visual production agency), a national public administrative establishment, placed under the supervision of the French Ministry of Armed forces, located at 2/8 route du Fort, 94205 Ivry-sur-Seine CEDEX, SIRET number: 180 092 231 000 18, APE code 5911B, represented by its Director, the General Heritage Curator, Laurent VEYSSIERE.

Work(s)

"Work(s)" refer(s) to the work(s) including the Archives or the exploitation of Archives described in article 1 of the Special terms and conditions for which the exploitation rights relating to the Archives listed in Appendix 1 are assigned.

Qté (Qty)

The "Qté" abbreviation indicated in the quote means:

- for the still images, the number of still images for which the corresponding rights are assigned and invoiced to the Contracting party ;
- for the moving images, the authorised duration for which the corresponding rights are assigned and invoiced to the Contracting party;

Party/Parties

"Parties" means the Contracting party and the ECPAD together. "Party" indeterminately means either of the Parties.

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2/ RIGHTS DEFINITIONS AND METHODS OF EXPLOITATION

I. BOOK PUBLISHING CATEGORY

Book

"Book" means a printed or digital book made available to the public, either free of charge or for a fee, through any electronic communication network (online or offline) by downloading and/or streaming and/or distribution on a removable recording medium so that the file can be read on a terminal screen (such as cell phones, e-readers, computers, etc.), published under a title and with a given ISBN number, the purpose of which is to reproduce a work consisting of literary elements (editorial part) and/or graphic elements (illustrations, drawings, photographs, etc.) by one or more authors, whether composite or not, with a view to disseminating thought and culture, which is not of a markedly advertising or commercial nature, or of significant space intended to be filled by the reader.

"Exhibition catalogue" and "Scholar book, university book, Encyclopaedia or Dictionary" rights are excluded from the "Book" category.

Exhibition catalogue

"Exhibition catalogue" means a printed or digital book accessible through any electronic communication network (online or offline), notably by downloading and/or streaming, or distribution on a portable recording medium, consisting of reproductions of all or part of works (graphical, visual arts, photographs, etc.) presented as part of an exhibition, made available to the public free of charge or for a fee.

"Book" and "Textbook, Academic book, Encyclopaedia or Dictionary" rights are excluded from the "Exhibition catalogue" category.

Textbook, Academic book, Encyclopaedia or Dictionary

"Textbook, academic book, Encyclopaedia or Dictionary" means one of the categories defined below and specified in the special terms conditions.

"Textbook" means a book (printed or digital) published for teaching and educational purposes, for a specific audience (under-age pupils, teachers and professors).

"Academic book" means a book (printed or digital) published for teaching and research purposes, aimed at a specific audience (students, teacher-researchers, researchers and scientists, and other professionals in a specific field of science).

"Encyclopaedia" means a work (a book or a set of books printed or digital) which methodically (in a logical or formal order, e.g. alphabetically) set out the body of universal knowledge (known as a general encyclopedia) or knowledge specific to a particular field (known as a specialized encyclopedia).

"Dictionary" means a book (printed or digital) with a didactic purpose giving information consisting of a set of articles whose entries are words independent of each other and classified in a specific order, generally alphabetical.

"Book" and "Exhibition catalogue" rights are excluded from the "Scholar book, university book, Encyclopaedia or Dictionary" category.

II. PRINTED PRESS CATEGORY

Online press

"Online press" means a press publication disseminated and made available to the public or to categories of the public exclusively through any network communication services (without any printed edition), free of charge and/or for a fee, which does not constitute a promotional service or an accessory to an industrial or commercial activity, published on a professional basis by a natural or legal person with editorial control over the content and information made available to the public, and whose production is entrusted to professional journalist(s).

"Online press" includes the following secondary rights:

- exploitation as an online archive, giving the public paid or free access to archived issues or content of the press title;
- exploitation on the press title's mobile application and on social networks accounts provided for in the license contract.

Free press

"Free press" means a press publication disseminated and made available to the public or to categories of the public at regular intervals and free of charge, printed or digital accessible through any electronic communication network, whether online or offline, notably by downloading or streaming, or on a removable recording medium, regardless its content and periodicity (daily, weekly, fortnightly, monthly, quarterly, etc.), including magazines, periodical or non-periodical specialized publications (reviews, special issues, supplements, etc.), intended to readers of a given country (national press), region or locality (regional or

local press), with an given ISSN number and/or CPPAP number (or equivalent).

"Free press" includes the following secondary rights:

- exploitation as an online archive, giving the public paid or free access to archived issues or content of the press title;
- exploitation on the press title's mobile application and on social networks accounts provided for in the license contract.

Paid press

"Paid press" means a press publication disseminated and made available to the public or to categories of the public at regular intervals for a fee, printed or digital accessible through any electronic communication network, whether online or offline, notably by downloading or streaming, or on a removable recording medium, regardless its content and periodicity (daily, weekly, fortnightly, monthly, quarterly, etc.), including magazines, periodical or non-periodical specialized publications (reviews, special issues, supplements, etc.), intended to readers of a given country (national press), region or locality (regional or local press), with an given ISSN number and/or CPPAP number (or equivalent).

"Paid press" includes the following secondary rights:

- exploitation as online archive, giving the public paid or free access to archived issues or content of the press title;
- exploitation on the press title's mobile application and on social networks accounts provided for in the Contract.

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III. EXHIBITION CATEGORY**Exhibition – Conference**

"Exhibition – Conference" means a public presentation as part of an exhibition (monographic or collective) or as part of a conference organized in a specific place (known as the "venue") specified in the license agreement, with free or paying admission,

for a specific period of time, intended for the general public or a specific audience.

Travelling exhibition

"Travelling exhibition" means an "Exhibition – Conference" (as defined above) held, either concurrently or successively, in several specific locations ("venues") listed in the license agreement.

IV. AUDIOVISUAL CATEGORY

A. TELEVISION

All channels

"All channels" refer to any and all linear TV services regardless of the category of TV services (regional TV, pay TV, free TV, premium channels, etc.), without limit on the number of broadcasts during the licensed rights period.

"Catch-up TV" and "Free Video on Demand" rights are included in "Group" rights but strictly limited to services operated by the authorised TV service for the duration of the licensed rights

Catch-up TV and Free Video on Demand or Transactional Video on Demand depending on the category of broadcaster rights are included in "Premium TV" rights but strictly limited to services operated by the authorised TV service for the duration of the licensed broadcasting rights.

In the event of multi-premium TV channels operation, a license including 'TV Group' or 'All Channels' rights shall be obtained by licensee as appropriate.

Catch-up TV

"Catch-up TV" means non-linear broadcasting free of charge (or at no extra cost in the case of paid subscription TV service) on all on-demand audiovisual media services for a limited period of 30 (thirty) days from the linear broadcast of the audiovisual programme and up to 7 (seven) days before the linear broadcast (preview), without definitive recording on the reception terminal.

Regional TV

"Regional TV" means a local or regional television service broadcast free-to-air by terrestrial hertzian means.

Cette exploitation inclut une autorisation Télévision de rattrapage (catch-up TV) et Vidéo à la demande (VàD) gratuite strictement limitée aux services édités par le service de télédiffusion autorisé pour la durée des droits de télédiffusion.

Free TV (excluding premium channel)

"Free TV (excluding premium channel)" means a free television service, i.e. a television service distributed by terrestrial hertzian waves, the reception of which is not subject to any specific payment by the end user to a distributor for its reception.

Catch-up TV and Free Video on Demand rights are included in "Regional TV" rights but strictly limited to services operated by the authorised TV service for the duration of the licensed broadcasting rights.

"Regional TV" rights as well as a free catch-up TV and Video on Demand (VoD) rights are included in Free TV (excluding premium channel) rights but strictly limited to services operated by the authorised TV service for the duration of the licensed broadcasting rights.

TV Group

« TV Group » means broadcast on all linear television services (i.e. all regional, pay, free and premium television channels) as well as catch-up TV services provided by the audiovisual group, with no limit on the number of broadcasts until the expiration license date.

Pay TV (excluding Canal+)

"Pay TV (excluding Canal+)" means a television service distributed by any means of television broadcasting, excluding Canal+ services, which can only be intelligibly received in return for payment of the subscription price or any other consideration by the viewer to the distributor of television services, excluding (a) any payments necessary for the purchase or rental of equipment or reception hardware on which the programme concerned can be viewed or decoded and/or (b) any payments due to the tax authorities in respect of the licence fee applicable to owners of television sets.

"Audiovisual group" means operators of linear and catch-up television services affiliated or controlled by the same person or organization within the meaning of article L. 233-3 of the French Commercial Code.

Intra-group circulation is authorized only for operators of TV services of the same audiovisual group provided they are listed in the license agreement

"Regional TV" rights as well as a catch-up TV and Free Video on Demand rights are included in "Pay TV (excluding Canal+)" rights but strictly limited to services operated by the authorised TV service for the duration of the licensed broadcasting rights.

"Catch-up TV" and « Free Video on Demand" rights are included in "Group" rights but strictly limited to services operated by the authorised TV service for the duration of the licensed broadcasting rights

« All channels » rights are not included in the « Group » rights category.

Premium TV

"Premium TV" means a television service considered to be one of the main national private or public television services for the territory(ies) of operation (i.e. for France: Canal+, TF1, France 2, France 3 nationale, M6, Arte, France 5; for other territories: see the sales & licensing department).

TV Group news

« TV Group news » means news programs broadcast on television and bringing to the public's attention information processed by professional journalists and correspondents, on all linear television services (i.e. all regional television channels, pay channels, free channels and premium channels) as well as on all catch-up TV services edited by the same audiovisual group, and

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with no limit on the number of broadcasts until the authorization expires.

“Audiovisual group” means operators of linear and catch-up television services affiliated or controlled by the same person or organization within the meaning of article L. 233-3 of the French Commercial Code.

B. MOTION PICTURE

Feature film

“Feature film” means the showing in cinemas of a film (or a work integrated into a film) with a running time exceeding one hour.

C. VIDEO

Bonus features

“Bonus features” means the reproduction and distribution, regardless the audiovisual process used (video publishing, television broadcasting by any means, video on demand) integrated to an audiovisual content made available to the public as a complement to a cinematographic film, an audiovisual work or an audiovisual programme. The bonus features shall not be made available separately from the film, audiovisual work or programme with which it is associated.

Home video

“Home video” means the physical audiovisual medium/media, published by any process, notably optical, digital, magnetic or

D. VIDEO ON DEMAND (VOD)

Free video on demand (Free VOD)

“Free VOD” means making the work available to the public, at the public's request and at the time of the public's choosing, through any electronic communications networks, regardless the process and for viewing on any reception equipment by the end user, free of charge for performance within the ‘family circle’.

Free Ad-supported Streaming Television (FAST), i.e. broadcast on linear television services streamed over the Internet and financed by advertising, are included in “Free VOD” rights.

E. CINEMA AND AUDIOVISUAL RIGHTS PACKAGE

Cinema and audiovisual rights package

“Audiovisual and feature film package” means the following rights, without any quantitative restriction, subject the license period and territory : « All channels » TV rights (as defined in §IV.A), theatrical rights (as defined in §IV.B), home video rights

Intra-group circulation is authorized only for operators of TV services of the same audiovisual group provided they are listed in the license agreement

“Catch-up TV” and « Free Video on Demand” rights are included in “Group” rights but strictly limited to services operated by the authorised TV service for the duration of the licensed broadcasting rights.

Short film

“Short film” means the showing in cinemas of a film (or a work integrated into a film) with a running time of one hour or less.

other, including audio-visual recordings made available to the public for private use and distributed alone and/or in the form of a box set containing several videographic media.

“Home video” rights include, but are not limited to, DVD and Blu-ray Disc.

For the purpose of this definition :

- commercial use mean making copies made available to the public for a fee (sale or rental) ;
- non-commercial use means copies made available to the public free of charge.

Pay video on demand (Pay VOD)

“Pay VOD” means making the work available to the public, at the public's request and at the time of the public's choosing, by sale rental or subscription, through any electronic communications networks, regardless the process and for viewing on any reception equipment by the end user, for a fee (either on a pay-per-view basis or subscription).

(as defined in §IV.C and §IV.D), Internet rights (as defined in §V.D), and non-theatrical and secondary rights (as defined in §VI).

V. MARKETING AND PROMOTIONAL USE CATEGORY

A. USERS CATEGORIES (RESTRICTIONS)

Brand content

“Brand content” means the rights defined hereinafter at V.B (Communication), V.C (Advertising), and V.D (Internet) when used by a commercial company or business engaging in a communication activity (campaign, event, and others) intended for general or specific audience, i.e. the public or professionals.

“Editorial” rights category is excluded from the “Brand content” category.

Editorial content

“Editorial content” means the rights defined hereinafter at V.B (Communication), V.C (Advertising), and V.D (Internet) when used by a private or public institution that is not a business or commercial company, a physical person or an association engaging in a communication activity (campaign, event, and others) intended for general or specific audience, i.e. the public or professionals.

“Brand content” rights category is excluded from the “Editorial” category.

B. COMMUNICATION

Document

“Document” means the publication and dissemination of printed

or digital (PDF authorised only, all others file format excluded) documents (i.e. small poster or billboard measuring no more than

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80x60cm, booklet, brochure, catalogue, leaflet, invitation card, greetings card, flyer, etc.) with advertising or commercial editorial content, as opposed to printed or digital material falling into the categories of book publishing and written press.

Event presentation

Par "Event presentation" means the display and/or public showing at a temporary industrial-related and/or commercial-event (trade fairs, markets, festivals, etc.) held concurrently or successively at one or more locations or venues (known as "Multi-site event presentation" where applicable).

Large display or screen

"Large display or screen" means the publication of posters or billboards measuring no more than 120 x 160 cm and the display of this/these material(s) in any location or venue.

Large poster

Par "Large poster" means the publication of posters or billboards measuring more than 120 x 160 cm and the display of this/these material(s) in any location or venue.

Poster

"Poster" means the publication of posters or billboards measuring no more than 120 x 160 cm and the display of this/these material(s) in any location or venue.

Publication

"Publication" means the publication and dissemination of printed or digital (PDF authorised only, all others file format excluded) documents (i.e. small poster or billboard measuring no more than 80x60cm, booklet, brochure, catalogue, leaflet, invitation card, greetings card, flyer, etc.) without any advertising or commercial content, as opposed to printed or digital material falling into the categories of book publishing and written press.

This right category includes, but is not limited to, association newsletters and information bulletins.

Very large display or screen

"Very large display or screen" means reproduction and/or representation on any videographic screen or display with a diagonal measurement of more than 150 cm (60 ").

Videographic monitor or display

"Videographic monitor or display" means reproduction and/or representation on any videographic screen with a diagonal measurement of less than 80 cm (32 inches).

C. ADVERTISING — PROMOTIONAL MATERIAL

Audio-visual advertising

"Audio-visual advertising" means an audio-visual communication, by any means (including electronic communication networks) enabling broadcasting on radio, television, podcast services and video-on-demand services, for advertising purposes, the purpose of which is to promote the image, products and/or services of a natural person, a legal person or organization.

"Cinema advertising" right category is excluded from the "Audio-visual advertising" category.

Advertising insertion

"Advertising insertion" means the reproduction and dissemination in any physical and/or electronic print media, regardless of format and regardless of the number of copies published or disseminated, for the purpose of promoting the image (notably trademarks), products and/or services of a natural person, a legal person or organization.

Merchandising (derivative products)

"Merchandising" means the creation and dissemination of a derivative product, whatever its form and physical medium (in particular games, toys, objects, prints and works of the plastic or applied arts) reproducing in its substance, form or decoration, in its entirety or in fragment(s), an archive(s), whether or not associated with an advertising message and/or a brand, intended to be made available to the public, whether free of charge or in return for a fee.

Advertising object (Promotional material)

'Advertising object' or 'Promotional material' means the manufacture and distribution of any product, whatever its form

or physical medium, with an advertising nature and intended to be made available to the public, free of charge or for a fee.

Cinema advertising

"Cinema advertising" means the showing, in one or more cinemas (or locations/venues), of an advertising film, i.e. an audiovisual recording containing an advertisement intended for the public, the purpose of which is to promote the image (notably commercial brands), products and/or services of a natural person, a legal person or organization.

The "Cinema advertising" category does not include the "Audiovisual advertising" rights category is excluded from the "Cinema advertising".

Online advertising

"Online advertising" means online advertising, with no limit on the number of views and regardless of the format, by means of all electronic communication networks other than telephone, radio and television services, the purpose of which is to promote the image, products and/or services of a natural person, a legal person or organization, such as banner advertisements, banner ads or advertising pavements or buttons, interactive advertising or advertising by e-mail or advertising displayed on another page such as a 'pop-up' or 'pop-under' or any other online advertising mean (including advertising on social networks and media).

Packaging

"Packaging" means a visual reproduced on the packaging of a product and/or any related medium intended for the public or specific audience (i.e. professional), free of charge or with a fee.

D. INTERNET

Internet creator

"Internet creator" means online exploitations, whether paid or free of charge, whatever the format and with no limit on the number of views (consultations), intended for the public and broadcast on the Internet, for the first time, by a creator through account(s) that he or she directly or indirectly publishes on one or more of the following online content hosting and sharing

services: Dailymotion, TikTok, Twitch and YouTube.

For the purposes of this definition, 'creator' means any natural person whose activity, whether in his or her own name or as part of a company, consists of designing original creations distributed on social networks or media for the public, and notably intended for a community of users.

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Social networks

"Social networks" means one or more online electronic communications services in the form of networks of individuals or organisations publishing a personal page or account connected by systems or arrangement of links between these personal pages or accounts and forming a community, to the exclusion of any social media and any service whose main activity consists of sharing photographic and video content by users (notably Dailymotion, TikTok, Twitch and YouTube).

Services such as Facebook, Threads, X (formerly Twitter), Bluesky, LinkedIn and Viadeo are included in the "Social networks" rights category.

Website

"Website" means an Internet or Intranet website, i.e. a set of web pages and linked resources accessible by any fixed or mobile terminal by means of a web address and hosted on a web server accessible via the Internet or a private computer network (Intranet).

"Social Networks" and "Internet Creators" rights category are excluded from the "Website" category.

VI. NON-THEATRICAL AND SECONDARY RIGHTS CATEGORY

Non-theatrical and ancillary rights

"Non-theatrical and ancillary rights" means exhibition by means of an internal, closed-circuit television systems, intended and limited to a specific audience notably on aircrafts, operated motor or electric vehicles (such as buses, coaches, taxis, etc.), hotels, hospitals and convalescent homes, prisons and other places of deprivation of liberty, train (or any other rail-based transportation system), ships (sea or ocean-going vessels), military installations or vessels and diplomatic missions.

Facilities and transportation referred to in this article shall be in a country of the licensed territory, or fly the flag of a country of the licensed territory, or be registered in a country of said territory.

Cross-media

"Cross-media" means a use in a communication campaign or a literary or artistic creation intended for the public, free of charge or for a fee, by means of different media based on a distribution organised between a primary medium and a secondary medium (or media) which, by virtue of the complementary nature of the methods and media used, makes it possible to offer a project involving the participation of the public (interactivity) or which is immersive.

Transmedia rights (i.e. combined use of several media to develop a unified and coherent experience of a story or communication campaign) are assimilated to and covered by Cross media rights.

Non-commercial rights (excluding non-theatrical rights)

"Non-commercial rights" means:

- communication to the public by all means and processes,

organised on a paying basis without ticketing by the *Centre national du Cinéma et de l'Image animée* (CNC) or free of charge, by one (or more) structure(s) of the cultural and educational network running loan video libraries or offering on-site consultation or screening in places such as cultural centres, public libraries or media libraries, training centres and socio-cultural centres (foyers culturels, etc.);

- distribution by cultural promotion buying groups such as Atelier de diffusion audiovisuelle (ADAV) and similar organisations;
- promotional rights (i.e. any communication to the public) in part or in full, by audiovisual means and processes, without generating any revenue, during any event of a promotional nature (trade fairs, festivals, markets, fairs, etc.), in any place in the authorised territory.

Videogames

"Videogames" means operation on any game platform, any device, mobile or otherwise, any existing or future network enabling the public to view and play an interactive experience using an interface, in particular from any home or portable console, computer, interactive or connected television, any adapter (in particular a set-top box) that transforms an external signal into content and displays it on a screen, mobile phone, smartphone, tablet and similar devices, whether or not the interactive experience can be played online, on the Internet, on a social network and/or on any other public or private network, free of charge or for a fee (per unit or by subscription).

"Cross Media" rights are excluded from the "Video Games" category.

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3/ DEFINITIONS OF TERRITORIES

Asia – Pacific

"Asia – Pacific" means the following territory: Afghanistan, Australia, Bangladesh, Bhutan, Burma, Brunei, Cambodia, China (including the special administrative regions of Hong Kong and Macao), Cook Islands, Fiji, India, Indonesia, Japan, Kazakhstan, Kyrgyzstan, Kiribati, Laos, Malaysia, Maldives, Mongolia, North Korea, Solomon Islands, South Korea, Federated States of Micronesia, Nauru, Nepal, Niue, New Caledonia, New Zealand (including Niue and Tokelau), Pakistan, Palau, Papua New Guinea, Philippines, Pitcairn, French Polynesia, Samoa, American Samoa, Singapore, Solomon Islands, Sri Lanka, Tajikistan, Taiwan, Thailand, Timor-Leste, Tonga, Turkmenistan, Tuvalu, Uzbekistan, Vanuatu, Vietnam and Wallis and Futuna.

Central America – South America

"Central America – South America" means the following territory: Anguilla, Antigua and Barbuda, Netherlands Antilles (Curaçao, Aruba, Sint Maarten, Bonaire, Sint Eustatius and Saba), Argentina, Aruba, Bahamas, Barbados, Belize, Bermuda, Bolivia, Brazil, Chile, Colombia, Costa Rica, Cuba, Dominica, Ecuador, Grenada, Guadeloupe, Guatemala, French Guiana, Haiti, Honduras, Cayman Islands, Falkland Islands, Jamaica, Martinique, Montserrat, Dominican Republic, Nicaragua, Panama, Paraguay, Peru, Saint Lucia, Saint Kitts and Nevis, Saint Vincent and the Grenadines, El Salvador, Suriname, Trinidad and Tobago, Turks and Caicos Islands, United States Virgin Islands, Uruguay and Venezuela (including the State of Nueva Esparta and the Federal Dependencies).

Europe – Middle East – Africa

"Europe – Middle East – Africa" means the following territory: Albania, Algeria, Andorra, Angola, Armenia, Austria, Azerbaijan, Bahrain, Belgium, Benin, Belarus, Bosnia-Herzegovina, Botswana, Bulgaria, Burkina Faso, Burundi, Cameroon, Cape Verde, Cyprus, Comoros, Congo, Côte d'Ivoire, Croatia, Denmark, Djibouti, Egypt, Saudi Arabia, South Africa, United Arab Emirates, Eritrea, Estonia, Ethiopia, Finland, France, Gabon, Gambia, Georgia, Ghana, Gibraltar, Greece, Guinea, Equatorial Guinea, Guinea-Bissau, Hungary, Bouvet Island, Faroe Islands, Iran, Iceland, Iraq, Ireland, Israel, Italy, Jordan, Kenya, Kosovo, Kuwait, Lesotho, Latvia, Lebanon, Liberia, Libya, Liechtenstein, Lithuania, Luxembourg, Spain, United Arab Emirates, Macedonia, Madagascar, Malawi, Mali, Malta, Mauritius, Mauritania, Mayotte, Moldova, Monaco, Montenegro, Morocco, Mozambique, Namibia, Netherlands, Niger, Nigeria, Norway, Oman, Poland, Portugal, Qatar, Central African Republic, Czech Republic, Romania, Russian Federation, Rwanda, Uganda, United Kingdom, Saint Helena, San Marino, Sao Tome and Principe, Senegal, Serbia, Seychelles, Sierra Leone, Slovakia, Slovenia, Somalia, Sudan, South Sudan, Sweden, Switzerland, Svalbard, Swaziland, Syria, Tanzania, Chad, British Indian Ocean Territory, Palestinian Territories, Togo, Tunisia, Turkey, Ukraine, United Kingdom, Yemen, Zambia and Zimbabwe.

North America

"North America" means the following territory: Bermuda (autonomous territory of the United Kingdom), Canada, Greenland (autonomous territory of Denmark), Mexico, Saint Pierre and Miquelon, United States of America (including the Aleutian Islands with the exception of the territories of the archipelago dependent on the Russian Federation).

France

"France" means the following territory: Metropolitan France, the overseas departments and regions known as 'DROM' (Martinique, French Guiana, Réunion, Mayotte), the overseas collectivities known as 'COM' (Guadeloupe, Saint-Barthélemy, Saint-Martin, Saint-Pierre-et-Miquelon, French Polynesia, the Wallis and Fortuna Islands), New Caledonia and the French Southern and Antarctic Lands known as 'TAAF' (Saint-Paul Island, Amsterdam Island, Crozet Archipelago, Kerguelen Archipelago, Adélie Land and the islands of Bassas da India, Europa, Glorieuses, Juan da Nova and Tromelin), the Principality of Monaco and the Principality of Andorra.

French-speaking territory

"French-speaking territory" means the following territory: Albania, Algeria, Andorra, Armenia, Belgium, Benin, Bulgaria, Burkina Faso, Burundi, Cambodia, Cameroon, Canada, Cape Verde, Central African Republic, Comoros, Congo, Côte d'Ivoire, Djibouti, Dominica, Egypt, Louisiana States (USA), Wallonia-Brussels Federation (French Community of Belgium), France, Gabon, Ghana, Greece, Guinea, Equatorial Guinea, Guinea-Bissau, Haiti, Laos, Lebanon, Luxembourg, Macedonia, Madagascar, Maine (United States), Malawi, Mali, Mauritania, Mauritius, Moldova, Monaco, Morocco, Niger, Nigeria, Central African Republic, Republic of Congo, Romania, Rwanda, Saint Lucia, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, Switzerland, Syria, Chad, Togo, Tunisia, Vanuatu, Vietnam and Zambia.

World

"World", means the following territory : worldwide.

World excluding United-States

"World excluding United-States", means the following territory : worldwide, excluding the territory of the United States of America.