

**GENERAL TERMS AND CONDITIONS OF SALE**  
**INFOPRO DIGITAL ETUDES**  
(last update 07.2024)

IPD, a French simplified joint stock company with a share capital of 10.144.256 Euros, incorporated with the Trade and Companies register of Créteil under number 490 727 633 and whose head office is located at 20 rue des Aqueducs 94250 GENTILLY - FRANCE (hereinafter **IPD**) offers to carry out, on behalf of advertisers and communication agencies, market studies using a questionnaire drawn up with its clients and distributed to targeted or qualified professional contacts featured in its database of professional contacts.

These General Terms and Conditions of Sale (hereinafter, the “**T&Cs**”) constitute, with the Service Order taken out by the Client, the agreement (hereinafter, “**the Agreement**”), and define all of the obligations of IPD and of the Client (hereafter together referred to as “**the Parties**” and individually, a "Party") to the exclusion of all other documents and notably any general or special terms and conditions issued by the Client.

In accepting the T&Cs by their signature, the signatory acknowledges being either the Client’s legal representative or the mandatory duly authorized by the Client’s legal representative to accept, in its name and on its behalf, these T&Cs.

No condition will be enforceable against IPD if it has not been expressly accepted in writing and no tolerance shall be interpreted as being a waiver of a right or as being a change to the Agreement.

### **Article 1 : Definitions**

**Client:** any professional, legal or natural person, having signed, on his own behalf or on behalf of an end client for which he is the agent, a Service Order.

When the Client acts as a mandatary for an end client, the Service Order will expressly mention this and the end client will be named in the Service Order. In this case the Client and his end client, for whom he guarantees full compliance with these T&Cs, will be referred to together indiscriminately as “**the Client**”.

**Content:** any text, iconography, previous studies, client databases, commercial brochures/communications brochures, multimedia items/elements ... that the Client will be expected to transmit to IPD in view of their integration into the Deliverables (as is or with modifications), and, generally speaking, in view of producing the Services.

**Deliverables:** Depending on the perimeter of the Services defined in the Service Order, Deliverables are deemed to be: the Questionnaire for the study drawn up by IPD in consultation with the Client (delivered in a Word file), the Report of the Study results (Powerpoint file) and/or a Database that has been rendered anonymous with the replies to the Study (Excel file) / additional filters (cross-referenced data –Excel file)

**Service(s):** services ordered by the Client from IPD and described in the Service Order associated with these T&Cs.

### **Article 2 – Parties’ undertakings**

#### **2.1 IPD’s undertakings**

IPD undertakes to perform the Services in accordance with the rules of the art. When it has been provided for in the Service Order, IPD undertakes as to the number and/or qualification of respondents to the Study indicated in said Service Order. Nevertheless, the Client acknowledges and accepts that the rate of reply to market surveys and studies cannot be exactly predicted and that the results remain estimates made from samples and are therefore subject to a margin of error linked to the statistical processing of information.

Deliverables will be transmitted to the Client in a Word, Excel or Powerpoint file, depending on the Deliverable in question.

Unless provided otherwise in the Service Order, the date or the period for the performance of the Services set out by IPD in the Service Order is only indicative. Moreover, the Client undertakes to comply with the deadlines given by IPD to transmit the Content for which it is responsible. If Content is not received within the deadlines given, IPD cannot deliver the Services in accordance with the terms agreed.

When Services include the production of an editorial Study as defined in article 3 hereinafter, IPD undertakes to produced/ have produced the editorial editions mentioned in the Service Order. However, concerning the editorial content produced by independent journalists, neither IPD nor the Client shall have the right to preliminary proofreading, IPD can therefore not be held liable in relation thereto.

## 2.2 Client's Undertakings

The Client undertakes to: comply with the project schedule as determined by common agreement with IPD when the Services start up, communicate to IPD all information that may impact the performance of the Study and, broadly speaking, the Services and their smooth running, inform IPD as soon as possible of all changes to its own schedule having an impact on the performance of the Services and, for editorial Studies, respect the editorial embargo/ non-disclosure of results before the date of publication as set out in article 3.1 b) hereinafter.

Any Agreement signed by the Client is a firm and irrevocable undertaking of an order for the Client. If Content is not provided or Deliverable not validated within the time limits and under conditions that are given, preventing or delaying delivery of the Services by IPD, the Client remains bound to pay all sums due under the Service Order according to the schedule initially provided and no reduction or partial or total refund of the price will be due to the Client.

## 2.3 Performance of the Services relies on consultation between the Parties, particularly for the joint creation of the preliminary Questionnaire for the Study ordered.

Thus, IPD's ability to perform the Services in accordance with the Agreement is directly linked to the supply by the Client, regularly and in accordance with the agreed schedule, of all of the documents, materials and information necessary for the performance of the Services.

## Article 3 – Intellectual Property

### 3.1 The assignment or licensing of intellectual property rights for the Deliverables supplied by IPD to the Client in exchange for full payment of the price agreed are, unless there is an express derogation in the Service Order, the following:

#### a) Questionnaire

The rights to use (reproduction, translation, adaptation, representation in whole or in part...) the Questionnaire created jointly by the IPD and the Client within the framework of the Agreement are assigned to the Client on a non-exclusive basis (or solely to its mandator when the Client is acting as a mandatory), and this worldwide, on all media and for the entire period of intellectual property.

#### b) Ad hoc Studies

When Services include the production of an ad hoc Study, that is to say produced on behalf of the Client only and, unless expressly mentioned to the contrary in the Service Order, rights to use (reproduction, translation, adaptation, representation in whole or in part...) of said Study and the Study report are assigned on an exclusive basis to the Client (or solely to its mandator when the Client is acting as a mandatory), and this worldwide, on all media and for the entire period of intellectual property.

The Client may also, notably, freely publish the Study, in whole or in part, on all media of its choosing and worldwide, under the condition to have featured the following wording: “Study

*performed by INFOPRO DIGITAL ETUDES from ... to ... from a sample of xxx respondents on line /by telephone/face to face". These publications shall not be misleading, nor shall they distort the Study.*

#### c) Editorial Studies

When Services include the production of an Editorial Study, that is to say produced on behalf of the Client and one or more media in the INFOPRO group to which IPD belongs unless expressly mentioned to the contrary in the Service Order, rights to use (reproduction, translation, adaptation, representation in whole or in part...) of said Study and the Study report are assigned on a non-exclusive basis to the Client (or solely to its mandator when the Client is acting as a mandatory), and this worldwide, on all media and for the entire period of intellectual property.

The Client may also, notably, freely publish the Study, in whole or in part, on all media of its choosing and worldwide, on condition to have featured the following wording: "*XXXXX [Client name]/ YYYY [media name] Study performed by INFOPRO DIGITAL ETUDES from ... to ... from a sample of xxx respondents on line /by telephone/face to face". These publications shall not be misleading, nor shall they distort the Study.*

**In all cases**, any provision of the Study by the Client to the public or public communication, regardless of the media or the means, shall be **posterior** to the date of publication of the Study by IPD decided by mutual agreement between the Parties.

This publication date may be postponed by mutual agreement, said postponement not giving the Client entitlement to the payment of any indemnity whatsoever.

IPD will, for its part, be free to reproduce, translate, adapt, represent in whole or in part the Study in the media of its choice, on condition to have featured the following wording : "*XXXXX [Client name]/ YYYY [media name] Study performed by INFOPRO DIGITAL ETUDES from ... to ... from a sample of xxx respondents on line /by telephone/face to face". These publications shall not be misleading, nor shall they distort the Study.*

#### d) Multi client Editorial Studies

Unless expressly mentioned to the contrary in the Service Order, the Client acknowledges that it does not benefit from any sectoral or other exclusivity in respect of a multi client Editorial Study, IPD being free to associate another client with it, even if it operates activities similar to or competing with those of the Client.

When Services include the production of a Multi client Editorial Study, that is to say produced on behalf of several clients and one or more media in the INFOPRO group to which IPD belongs, rights to use (reproduction, translation, adaptation, representation in whole or in part...) of said Study and the Study report are assigned on a non-exclusive basis to the Client (or solely to its mandator when the Client is acting as a mandatory), and this worldwide, on all media and for the entire period of intellectual property.

The Client may also, notably, freely publish the Study, in whole or in part, on all media of its choosing and worldwide, on condition to have featured the following wording: "*XXXXX [Client name]/ YYYY [media name] Study performed by INFOPRO DIGITAL ETUDES from ... to ... from a sample of xxx respondents on line /by telephone/face to face", being expressly specified that the Client may only use its own names/logos in its own use of the Study, **the use of the names/logos of other clients of the Study being strictly forbidden.***

These publications shall not be misleading, nor shall they distort the Study.

**In all cases**, any provision of the Study by the Client to the public or public communication, regardless of the media or the means, shall be **posterior** to the date of publication of the Study by IPD decided by mutual agreement between the Parties as included in the Service Order.

This publication date may be postponed by mutual agreement, said postponement not giving the Client entitlement to the payment of any indemnity whatsoever.

IPD will, for its part, be free to reproduce, translate, adapt, represent in whole or in part the Study in the media of its choice, on condition to have featured the following wording : “*XXXXX [Client name]/ ZZZZZ, WWWWW, AAAAA [other clients names]YYYY [media name] Study performed by INFOPRO DIGITAL ETUDES from ... to ... from a sample of xxx respondents on line /by telephone/face to face*”. The Client expressly accepts that its names/logos may appear on the communication media chosen by IPD as indicated in 3.1 above, alongside the brands/logos of the other clients of the concerned Study.

In the event of an express refusal by the Client, the Multi client Editorial Study will be published by IPD without its brand/logo, without such publication may give rise to any compensation or reimbursement of the price for any reason whatsoever.

These publications shall not be misleading, nor shall they distort the Study.

- 3.2 IPD declares that it has all of the aforementioned rights that are assigned to the Client (or to its mandator) and guarantees it against any claim in this regard.
- 3.3 Each of the Parties grants to the other a license to use, free of charge, its trademarks, names and logos, and this for the sole purposes of the performance of Services and within the framework of the publication of the Study.
- 3.4 The Client declares and warrants that it has all of the rights associated with the Content that it will transmit to the IPD within the scope and for the purposes of the Agreement. It guarantees this latter against any claim of any nature whatsoever on this subject.

#### **Article 4 – Financial Terms and Conditions**

- 4.1 Prices are set out in the Service Order. They are given exclusive of tax. They include, on a fixed and definitive basis, the assignment and grant of intellectual property rights as set out in Article 3 above. All additional services not expressly referred to in the Service Order will be the subject of a separate invoice on the basis of a quote submitted to the Client.
- 4.2 Unless otherwise indicated on the Service Order, the invoicing of the Services shall be carried out as follows :
  - 50% upon signature of the Service Order,
  - the balance upon delivery of the last of the Services provided for in the said Service Order.

Unless otherwise stated on the Service Order, the payment term is 30 days from the date of the invoice.

Any delay in the delivery of Services that cannot be imputed exclusively to IPD will result in the Services being invoiced according to the dates initially planned.

In accordance with statutory and regulatory provisions, late payment penalties will be applied in cases where the payment of sums due is made after the time limits set out above. These penalties, for an amount equal to the most recent rate applied by the Central European Bank plus 10 points, will begin to run 15 days after formal notice has remained without effect. The rate applicable during the first half of the year in question is the rate in force as at January 1<sup>st</sup> of the year in question, and that applicable for the second half of the year in question is the rate in force as at July 1<sup>st</sup> of the year in question. Further, a flat-rate indemnity of 40 € for recovery charges may be claimed.

In case of non-payment of a single invoice at its term, IPD may, thirty (30) days after formal notice has remained without effect, require immediate payment of all sums that remain outstanding from the Client.

IPD may also suspend or terminate the Agreement in accordance with article 5.2 hereinafter.

By derogation from the provisions of article 1342-10 of the Civil Code, it is expressly agreed that,

if several invoices are outstanding and the Client makes part payment, IPD will be free to apply said payment as it sees fit.

- 4.3** When the Client signatory of the Service Order acts as a mandatary for an end client, this latter remains in any case responsible for payment, notably in case of failure by its mandator, with whom it is jointly and severally liable.

## **Article 5 – Contract period**

- 5.1** The Agreement comes into force with effect from signature of the Service Order for the period that is necessary for the performance of its obligations by each of the Parties.

In case of the Client's non-compliance with one of its obligations under the Agreement, IPD will have the right to suspend, with no prior notice, performance of all or part of the Agreement until the failing that has been reported has been remedied. The Parties agree that said suspension cannot be deemed to be a termination of the Agreement by IPD's act, neither does it give entitlement to any sort of compensation for the Client.

- 5.2** Moreover, in case of the Client's failure to fulfill any of its obligations, not remedied within a period of fifteen days of a formal notice sent by registered letter with acknowledgement of receipt, this Agreement will be terminated, at IPD's discretion, *ipso jure*, with no judicial formality and without prior notice, without prejudice to any damages that IPD may claim.
- 5.3** In all cases, if, due to a failure on the part of the Client alone to fulfil its obligations (failure to transmit Content, failure to validate Deliverables transmitted by IPD, etc.) and despite IPD's reminders, the Services have not been performed within a period of twelve months following the signing of the Service Order, the Services ordered but not used or which IPD has not been able to perform as a result will be definitively lost. They may not be carried over to a new Service Order, nor may they be reimbursed or give rise to any compensation whatsoever, but will be invoiced in full by IPD to the Client and will be payable by the Client.
- 5.4** The Client may decide at any time and without reason to terminate the Services without being able to claim any reduction and/or partial or total refund of the price. In this case, the full price stated in the Service Order will remain payable to IPD.

## **Article 6 - Force Majeure**

With the exception of payment obligations, none of the Parties may be held responsible for a breach of its obligations should such a breach result from an event of force majeure as defined by the applicable law and interpreted by the competent courts including, in particular, any government decision. The following are also contractually regarded as cases of force majeure: any government or administrative decision such as the withdrawal or suspension of any authorizations whatsoever, trade restrictive measures and sanctions implemented by the United Nations, the European Union and its member states, the United States, the United Kingdom and, where applicable, any jurisdiction in which this Contract is to be performed, a total or partial strike, internal or external to the company, a fire, flood, natural disaster, earthquake, act of terrorism, state of war, epidemic, pandemic, total or partial interruption or blockage of telecommunications or electrical networks, computer hacking ("**Force Majeure**").

The Party experiencing the Force Majeure event must immediately inform the other Party by all appropriate means of the impossibility of fulfilling its obligations.

The Force Majeure event suspends the fulfillment of obligations. The Party whose performance has been delayed shall make every reasonable commercial effort to minimize the effects of Force Majeure.

In these circumstances, any delay in the performance of the Services cannot justify termination of the Service Order, nor can it give rise to compensation, and can in no case excuse the Client from payment for the Services effectively performed by IPD.

## Article 7 – Parties’ liability

- 7.1** The Client is responsible for the choice of Services and, in its capacity as a professional, the use and interpretation that it makes of the Deliverables provided by IPD in performance of the Agreement. The use and exploitation (including its provision to the public) of the Deliverables are made under the sole responsibility of the Client, which guarantees IPD against any claims on this subject.
- 7.2** Generally, IPD is bound to an obligation of means. Further, given the nature of the Internet network, IPD will not be responsible in case of breakdown, interruption or changes to access to the network that would result from the telecommunication network, the means of connection used by the Client or any other cause that is external to IPD.
- 7.3** If it should be held liable for any reason whatsoever, the compensation and any repair that may be due by IPD, all causes combined, will not exceed the sums paid by the Client for the Service Order involved in the action for damages.  
IPD will not be liable for indirect harm, notably any commercial prejudice, additional operating costs, loss of data or files, loss of turnover or profits, loss of clients, loss of an opportunity, linked to the performance or not of the Services by IPD, even if IPD had been warned of the potential occurrence of such loss or such harm. Any harm caused to a third party shall be deemed to be indirect prejudice.  
The Parties expressly agree, which is accepted by the Client, that the provisions provided in this clause shall continue to apply if rescission of this Agreement should be ruled in a final decision of the Courts. These provisions set out a distribution of risk between IPD and the Client. The price reflects this distribution, as well as the limitation of liability described herein.

## Article 8 – Compliance with legislation in matters of personal data

The Client’s personal data collected by IPD are necessary for the performance of the Services and are subject to computer processing in accordance with the regulations in force (European GDPR of April 27 2016 and Data Processing and Freedoms of January 6 1978 as amended).

It may be used by IPD or by any company in the INFOPRO DIGITAL group to which it belongs in order to send to the Client offers for products and services adapted to its business activity.

To exercise these, object to them or to find out more: <https://www.infopro-digital.com/rgpd-gdpr/fr/>.

## Article 9 - Confidentiality

Performance of the Agreement will lead, between the Parties, to the exchange of Confidential Information. The term “**Confidential Information**” refers to any information of any nature (commercial, financial, strategic, organizational, structural, etc.), methods and data communicated between the Parties by any means and/or which they may come to know when performing the Agreement.

By express agreement between the Parties, it is stated that the Confidential Information that one of the Parties transmits to the other does not necessitate the apposition or addition on its medium of any stamp or confidentiality wording whatsoever in order to be qualified as Confidential Information by the Parties.

Throughout the term of the Agreement and for five (5) years from its date of expiry for any reason whatsoever, each Party undertakes that the Confidential Information:

- Will be protected and guarded strictly confidential and will be handled with at least the same degree of care and protection that it would give to its own confidential information of the same importance ;
- Will not be published and will only be disclosed to the limit of that which is strictly necessary only to those members of staff to whom such disclosure is necessary to perform the aim of the Agreement, on condition that they are informed about the precautions to be taken in its handling. Each Party guarantees compliance by those members of its staff concerned of the obligation of confidentiality that results herefrom and, in particular, undertakes not to let them copy or reproduce in any way whatsoever, whether it is in full or in part, the component parts making up the Confidential Information without the express prior authorization of the other Party;

- Will not be used, in whole or in part, in an aim other than that defined in the Agreement without the prior written consent of the other Party;
- Will not be used for purposes other than the performance of the Agreement;
- Will not be communicated in whole or in part to a third party without the prior and written agreement of the other Party.

Each Party undertakes, equally, not to claim any industrial or intellectual property right over such Confidential Information.

This obligation does not apply to information:

- That the Party receiving the information would have possessed before having acquired it from the issuing Party;
- That is in the public domain or that has fallen into it before the disclosure in question;
- That has been disclosed with the express agreement of the issuing Party;
- That would be developed independently by one of the Parties without breaching the present provisions;
- That has to be disclosed to the public or judicial authorities pursuant to a decision of justice or any applicable law or regulation, after having alerted in advance the issuing Party and having made every effort to limit the scope of disclosure, in as far as this prior communication and this limitation are legally possible.

## Article 10 - Miscellaneous

- 10.1** The Agreement, in whole or in part, including the rights and obligations that are set out in it, can in no case be transferred by the Client to a third party for any reason whatsoever, including to one whatsoever of its subsidiaries, even free of charge, except to its end client if the Client has signed the Service Order in its capacity as a mandatary, without the prior express authorization of IPD.
- 10.2** If one or several of the clauses in this Agreement should be held to be invalid or declared as such in application of a law, a regulation or following a final decision of a competent court, the other clauses shall keep their force and scope, for as long as the economy of the Agreement does not change.
- 10.3** The Agreement may only be modified by means of an amendment or new Service Order signed by the two Parties to the Agreement. It represents the entire set of undertakings that exist between the Parties. It cancels and replaces any oral or written undertaking, all letters, proposals, offers, general terms and conditions and earlier agreements relating to the aim of the Agreement. No tolerance, by either one or the other of the Parties, can be interpreted as being a waiver of a right or a modification of the contractual relationship.
- 10.4** Non-Exclusivity: IPD offers study Services aimed at professionals and offers no exclusivity in favor of the Client or its mandator. **IPD may, therefore, produce, on behalf of third parties, which may be competitors of the Client or its end client, identical or similar Services to those provided for in the Agreement, which the Client acknowledges and accepts, both in its own name and in the that of its mandator, for which it answers.**
- 10.5** The Client authorizes IPD to quote it as a client reference and to have it feature, within this framework, its logo on its promotional documents.
- 10.6** In application of articles 1365 and following of the Civil Code and, where applicable, article L.110-3 of the Commercial Code, the information delivered by IPD's computer systems serves as proof between the Parties. Elements such as the time of receipt or issue, as well as the quality of the data received, shall prevail in priority as they are featured on IPD's computer systems or as authenticated by IPD's computerized procedures, unless the Client produces written evidence to the contrary. The scope of the proof of information delivered by IPD's computer systems is that accorded to an original in the sense of a written paper document with a handwritten signature.

## Article 11 – Compliance and Transparency

- 11.1** Each of the Parties declares that it will conduct its activities with honesty, integrity, and transparency and intends that any natural or legal person in relation with it will adhere to the same values. Consequently, each of the Parties and any third party acting on its behalf undertakes, within the framework of the Contract, to strictly comply with the applicable laws and regulations against corruption and bribery.

In particular, each of the Parties undertakes, within the framework of the Contract, not to directly or indirectly offer, grant, solicit or receive from a third party an undue advantage with a view to performing, delaying or omitting to perform an act required in connection with the performance of its obligations under the Contract, nor to abuse its actual or supposed influence over a third party in order to obtain from this third party an advantage in favour of the other Party.

Each of the Parties undertakes to provide the other with any assistance that may be necessary to respond to a request from a duly authorised authority relating to the fight against corruption and influence peddling.

Each Party represents and warrants to the other Party that no paiement (including fees, commissions or any other improper financial advantage) nor anything of value (including, without limitation, improper gifts, travel, meals or entertainment) has been or will be offered directly or indirectly, to any employee, director or officer of the other Party for the purpose of obtaining the execution of this Contract, a Purchase Order and/or facilitating its execution or renewal.

- 11.2** In addition, each of the Parties and any third party acting on its behalf agrees to comply with all applicable trade sanctions laws and regulations, including restrictive measures and sanctions implemented by the United Nations, the European Union and its member states, the United States, the United Kingdom and, where applicable, any jurisdiction in which this Contract is to be performed (together, "Economic Sanctions").

Each of the Parties declares in this respect that neither it, nor the third parties acting on its behalf (i) are subject to Economic Sanctions, (ii) are owned or controlled, directly or indirectly, by an entity or person subject to Economic Sanctions and (iii) are registered, located or resident in a country or territory subject to Economic Sanctions.

- 11.3** Any breach by either Party of the provisions of this Article shall be deemed to constitute a material breach justifying the termination of this Agreement under the conditions set out in Article 5.2 above (termination for cause), in which case no notice shall apply, without prejudice to compensation by the Party at fault for the damage caused to the other Party as a result of this breach.

Each of the Parties undertakes to inform the other Party as soon as possible after the date of signature of this Agreement of any event that would contradict the declarations and guarantees defined in this Article.

## Article 12 – Election of domicile – Disputes

- 12.1** The Parties elect domicile at their respective head offices as indicated on the Service Order. All notices, in order to be valid, shall have been given at the domiciled address.

**Any complaint must be made, on pain of forfeiture, by registered letter with acknowledgement of receipt within 12 months of the delivery of the final Service concerned to the Client.**

- 12.2 ANY DISPUTE RELATING TO THE FORMATION, THE INTERPRETATION, THE EXECUTION OR THE CESSATION HEREOF THAT CANNOT BE RESOLVED AMICABLY WITHIN 3 (THREE) MONTHS OF IT ARISING SHALL FALL UNDER THE**



**EXCLUSIVE JURISDICTION OF THE COURTS OF NANTERRE (France). APPLICABLE LAW WILL BE FRENCH LAW. THIS CLAUSE WILL ALONE BE APPLICABLE, EVEN IN THE CASE OF SUMMARY OR ON-DEMAND PROCEEDINGS, WARRANTY CLAIMS OR PLURALITY OF DEFENDANTS.**