



GENERAL TERMS AND CONDITIONS OF SALE APPLICABLE VERSION FROM January 1, 2019

These **General Terms and Conditions of Sale** (hereinafter the "**Terms and Conditions**") are concluded between, on the one hand, the company WOO a simplified joint-stock company with a capital of 209,432 Euros, registered in the Paris trade and companies Register under the number 814 542 288, whose office is located at 45 rue de Turbigo 75003 PARIS, represented by its legal representative (hereinafter the "**Agency**"), and, on the other hand, the Client whose identity and the contact details are detailed on the estimate to which these Terms and Conditions are annexed (hereinafter the "**Client**") (hereinafter together referred as "**the Parties**").

BEING PREVIOUSLY EXPOSED THE FOLLOWING:

The Agency provides services in the field of digital communication, including promotion of products/services through influencers (macro, micro, nano), content creation, community management or events (the **Services**).

The Client has requested the Agency to entrust it with Services, detailed in the Quotation to which these Terms and Conditions are annexed.

The Client acknowledges that he has decided to commit itself for the provision of those Services, in accordance with these Terms and Conditions. The acceptance of the Quotation by all the Parties (manifested for the Client by the affixing of his signature preceded by the mention "Read and approved" on the Quotation) entails the unconditional acceptance of these Terms and Conditions.

IN CONSIDERATION OF WHAT, THE PARTIES HAVE AGREED AS FOLLOWS:

SECTION 1 – DEFINITIONS:

Within these Terms and Conditions, the terms and expressions below will have the following definitions:

- **« Contract »** : the contractual set formed between the Parties by these Terms and Conditions, the Specifications to which they are annexed and any special conditions annexed to this set.
- **« Services »** : the performances requested by the Client under the Contract, from those listed in Annex 1 to these Terms and Conditions.
- **« Price »** : all Services' prices, calculated regarding modalities defined in Section 7 below.
- **« Influencer »** : an influencer or group of influencers (natural or legal person agreeing to put their visibility on the Internet at the service of the Client) expressly selected and designated by the Agency to participate in the provision of the Services.
- **« Quotation »** : the document summarizing all Services covered by the Contract and indicating the Price agreed by the Parties, to which these Terms and Conditions are annexed.
- **« WOO Content »** : any content created, developed or made available by the Agency or any third party subcontracting the latter (with the exception of Influencers) for the strict requirements of the performance of the Services, whatever the nature of this content (text, image, video, computer graphics, soundtrack, etc.).
- **« Influencer Content »** : any content created, developed or made available by one or more Influencers for the performance of the Services, whatever the nature of this content (text, image, video, computer graphics, soundtrack, etc.).
- **« Client Content »** : any content created, developed or made available by the Client or any third party subcontractor of the latter (with the exception of the Agency, Agency subcontractors and Influencers) for the needs of the performance of this Agreement, regardless of the nature of this content (text, image, video, computer graphics, soundtrack, etc.).

These terms and expressions can be used in both singular and plural.

SECTION 2 – OBJECT OF THE CONTRACT:

The purpose of this Contract is to define the nature of the Services, the conditions for their performance, the Price, and more generally the respective rights and obligations of the Parties in connection with the provision of the Services.

SECTION 3 – CONTRACT DOCUMENTS – INTEGRALITY:

Within the Contract, the various documents will have the following order of prevalence:

- 1) These Terms and Conditions ;
- 2) The specific conditions, provided they have been duly signed and dated by all the Parties ;
- 3) The Quotation ;
- 4) The annexed General Terms and Conditions of the Client, if applicable, subject to the express agreement of the Parties to this effect.

In the event of contradiction or conflict of interpretation between one or more stipulations appearing in the documents mentioned above, the higher ranking document will prevail.

No handwritten annotation by the Client on the Quotation or on any other document of the Contract will have contractual value between the Parties, except with the Agency's written agreement on said annotation.

The Contract thus constituted translates and expresses the entirety of the agreement between the Parties as to the object defined in Section 2. Any other document is expressly excluded from the contractual scope.

SECTION 4 – DURATION :

The Contract will enter into force on the date of its last signature by all the Parties, and will remain in force until the fulfillment of the obligations of each of the Parties.

The performance of the Services will begin upon receipt of the Quotation by the Agency, returned dated and signed by the Client. Consequently, the Influencers proposed by the Agency will not be contacted by the latter for the advertising campaign until after receipt of the signed Quotation.

The Parties may, if necessary, agree together on a timetable for the performance of the Services, to be included in the Quotation. No modification of this calendar may take place thereafter, except by mutual agreement of the Parties manifested by a written amendment signed by all of the Parties.

SECTION 5 – SERVICES PRODUCTION:

5.1. Quotation

The Agency will send the Client a Quotation established on the basis of the expression of the latter's needs, and more generally of the pre-contractual exchanges (written and oral) between the Parties.

The Quotation is an offer subject to acceptance by the Client. This offer is valid for one (1) month from the date of issue.

As of its signature by the Client, the Quotation will constitute the only repository authentic between the Parties for the evaluation of the nature, the scope, the quality and the conformity of the Services, as well as for the Price.

The Client is therefore required to make known in writing to the Agency all its reservations and additional requests before signing the Quotation. Another Quotation will then be issued by the Agency to take into account these reservations and/or additional requests, which will cancel and replace the original Quotation.

5.2. Change

At the request of the Client, the initial scope of Services may be modified, subject to the following conditions.

The Client must first send the Agency a written request incorporating the new expression of his needs as well as all the information and all the documents necessary for the study of his request. The Agency undertakes to study this new request and to carry out a feasibility study as soon as possible.

The Agency may, at its sole discretion (and without being obliged to do so in any way), offer the Client a new Quotation incorporating the new Services, as well as the new Price and the new provisional schedule of the Services where applicable.

This new Quotation will have contractual value between the Parties only on condition and from the moment it has been accepted by the Client and dated and signed by all of the Parties. In this case, it will cancel and replace the original Quotation within the meaning and for the purposes of these Terms and Conditions.

5.3. Recipe

The Agency will notify the Client in writing of the end of the execution of the Services, and on this occasion will send the Client all WOO and Influencer Contents for validation, if applicable (Content creation services). It will then be up to the Client to validate the Services provided, and to notify the Agency in writing of all the general and specific reservations it may have regarding the compliance of these Services with respect to the Quotation.

If within five (5) working days of receipt of the notification mentioned in the previous paragraph, no reservations have been received by the Agency, the Services will be deemed to have been accepted without reservation by the Client, in an irrefutable manner.

For the proper implementation of the two preceding paragraphs, the Agency undertakes to make available to the Client, on the latter's first written request (to be made within the five (5) working days mentioned above), the necessary information to allow the Client to assess compliance with the Quotation of Services provided.

SECTION 6 – OBLIGATIONS OF THE PARTIES:

6.1. Obligations of the Client

The Client undertakes to:

- Define their needs and communicate their requirements and constraints to the Agency in precise, specific and actionable terms for the provision of Services.
- Provide the Agency, as soon as possible, with all of the Client Content, and more generally with all of the information, documentation, data, specifications and files that may be necessary for the provision of the Services.
- Actively cooperate and ensure the cooperation of all of its employees and subcontractors other than the Agency for the proper performance of the Services.
- Coordinate the Agency and its employees and other subcontractors who may be involved or mobilized to provide the Services, if applicable.
- Respect the calendar of Services as possibly fixed in the Quotation between the Parties, as well as all of the obligations borne by the Client within the framework of this calendar.
- Inform the Agency of the difficulties encountered during the performance of the Services and which could have any impact on the performance of the Services.
- Follow the Agency's recommendations.
- Proceed to payment of the Price under the conditions and deadlines defined in Section 7 below.

6.2. Obligations of the Agency

The Agency undertakes to:

- Perform the Services in accordance with the Quotation.
- Provide loyal and informed advice to the Client, within the limits of their skills and human and technical resources, as well as information effectively communicated by the Client on their needs and constraints.
- Cooperate with the Client for the proper performance of the Services.
- Allocate the competent personnel and the human and material resources necessary for the performance of the Services in accordance with the Quotation, including by selecting and proposing to the Client Influencers ("castings" - Influence Services).
- Perform the Services in compliance with the laws and regulations applicable to the provision of the Services, in particular with regard to the creation and provision of WOÛ Content.

It is understood that all of the Agency's obligations under the Contract constitute obligations of means and not obligations of result.

SECTION 7 – FINANCIAL CONDITIONS:

7.1. Price

The Price is fixed by mutual agreement by the Parties. The price details are stipulated in the Quotation.

By way of derogation from article 1223 of the Civil Code, the Parties agree that no reduction in the Price may be accepted by the Agency as a penalty for non-performance or poor performance of the Services, except on the final decision of the competent judicial authority.

Unless otherwise provided in the Quotation, mission costs (including, but not limited to, costs incurred for accommodation, travel and catering for Agency staff and / or Influencers, as well as purchase/rental and transport of equipment if applicable) are the responsibility of the Client, in addition to the price of the Services and will be invoiced at actual costs and on supporting documents.

7.2. Invoicing terms

7.2.1. Conditions common to the invoicing of all Services

The amount of the tax-free invoices will be increased by the taxes in force on the date of invoicing.

The Agency may require the payment of a provision or a deposit at the start of the Service, regardless of the nature of the Service.

7.2.2. Specific conditions for Content Creation Services (WOÛ Content)

Services involving the creation or provision of WOÛ Content will be invoiced, for the part of the Service consisting of this creation or provision, on the date of receipt as defined in Section 5.3.

7.2.3. Specific conditions for Influence and event Services

Influence and event services are subject to a deposit invoice in the amount of 40% of the price fixed in the Quotation. The corresponding Services can only start after full payment of the deposit invoice.

The balance of the Service is invoiced at the end of the campaign, materialized by the delivery of the campaign report (which is equivalent to revenue within the meaning of Section 5.3 above).

7.2.4. Conditions specific to Community management Services

Community management services are billed monthly, it being agreed that the total amount indicated in the Quotation for the corresponding Services will be divided equally over the number of months of engagement.

7.2.5. Specific conditions for "white label" Services

"White label" Services, consisting of the provision of an event platform, associated, where appropriate, with a license to access certain Agency databases, will be invoiced monthly equal to the fee stipulated in the Quotation.

7.2.6. Conditions specific to Media buying Services

Services involving the purchase of advertising space by the Agency on behalf of the Client are performed under the terms of the mandate as stipulated in Article 11 below, and are subject to a separate invoicing line corresponding to the remuneration of this mandate.

The invoicing of the Agency's remuneration as agent is to be distinguished from the payment of purchases of advertising space executed by the Agency in this capacity from the advertising media and advertising agencies concerned.

In its capacity as agent, it is nevertheless agreed that the Agency will proceed on behalf of the Client to the payment of invoices issued by the media and agencies. To do this, the Agency will send the Client a final report (and, if the campaign lasts more than one (1) month, monthly interim reports) summarizing the purchases of advertising space executed on behalf of the Client in as part of the campaign. The reports will indicate the total cumulative amount of the price of these advertising spaces, as billed by the media and media concerned. The Agency will invoice in reality will be issued at the end of the campaign concerned, materialized by the delivery of the final report of the campaign (which is worth receipt within the meaning of Article 5.3 above), if however the budget provided for media purchasing has not been fully used.

For the sake of clarity, it is specified that the reports mentioned in the previous paragraph are not Agency invoices.

7.3. Payment terms

All invoices are payable by bank transfer to the account indicated on the invoice concerned.

Unless expressly stated otherwise in the Quotation, payment of invoices must be made within thirty (30) days from the date of issue of the corresponding invoice.

Thus, and except for additional payment times expressly granted in writing signed by the Agency, any late payment at maturity will automatically entail the application of interest calculated according to the following paragraph, as well as the application of a lump sum compensation of forty (40) euros for recovery costs.

The default interest rate is equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 points (in accordance with article L. 441-6 paragraph 3 of the French Commercial Code. This late payment interest shall run from the day after the due date of the unpaid invoice.

The lump sum indemnity for collection costs is due for each invoice paid late. If the recovery costs actually incurred by the Agency are higher than this lump sum, in particular in the event of recourse to an external collection firm, additional compensation may be imposed on the client, up to the actual amount of these costs actually incurred. The compensation is due in full even in the event of partial payment of the invoice on time and regardless of the duration of the delay. The amount of compensation does not enter into the basis for calculating default interest.

Any dispute relating to an invoice must be communicated to the Agency by registered letter with acknowledgment of receipt within ten (10) days from the date of issue of said invoice; after this period, the Client understands and acknowledges that he can no longer rely on any dispute of the invoice (foreclosure period).

SECTION 8 – TERMINATION:

8.1. Termination for fault

Any failure by a Party to any of its obligations under this Contract, not repaired within ten (10) days of notification of this failure by the other Party by registered letter with acknowledgment of reception, will automatically lead to the termination of the Terms and Conditions subject to any damages to which this other Party may claim.

The termination will be automatically acquired on the expiry date of the aforementioned ten (10) day period.

The Parties recognize that the realization of the Services finds its utility as the reciprocal execution of the Contract. The termination of the Contract can therefore only be valid for the future, and will not give rise to any reimbursement for the benefit of the Client for the fraction already performed of the Services.

The termination of the Contract will not affect either the clauses relating to the settlement of disputes, or those intended to have effect even in the event of termination, such as (without this list being exhaustive) any confidentiality and non-competition clauses.

8.2. Amicable termination

The Parties may also agree to terminate this Agreement at any time by mutual agreement.

In the event that the Client initiates such an amicable termination, the Agency reserves the discretionary right to accede or not to the Client's request and will inform the Client of the financial conditions under which the amicable resolution may be considered.

In all cases :

- The amicable termination will only be acquired on the date of signature by all the Parties of a written document specifying the causes of the amicable termination and the financial conditions thereof.
- Any Service completed on the date of termination will be fully invoiced in accordance with its price as indicated in the Quotation, and the Client will be required to pay in full.
- For Services not completed and in progress on the date of termination, invoicing will be made in proportion to the progress of the Service in question, and will in any event include the project management costs incurred, all costs already engaged on behalf of the Service even if the latter would not yet find their use in the said Service, as well as a flat-rate indemnity of 15% of the initial amount of the Quotation as damages for early termination.
- The termination of the Contract will not affect either the clauses relating to the settlement of disputes, or those intended to have effect even in the event of termination, such as (without this list being exhaustive) any confidentiality and non-competition clauses.

SECTION 9 - FORCE MAJEURE:

The execution of all or part of the obligations stipulated in this Contract may be suspended if one of the Parties is affected by a case of force majeure. In this case, the affected Party must notify the other Party in writing of the existence of said force majeure. This notification will result in the suspension of the exigibility of the obligations concerned during the period mentioned in the notification letter, it being specified that this period will run from the receipt of this letter and may in no case exceed one (1) month.

No Party can be held responsible for the failure to perform one or more obligations stipulated in this Agreement, insofar as this failure to perform would be due to force majeure.

If the case of force majeure persists at the end of the above one (1) month period, the most diligent Party may notify the other Party of the termination hereof. By way of derogation from Section 8 above, the termination will take effect on the day of receipt of the notification, and in any event no sum paid by the Client may be reimbursed by the Agency.

The termination referred to in the previous paragraph will only be valid for the future, the Parties generally excluding any possibility of conventional resolution of the Terms and Conditions.

SECTION 10 - INTELLECTUAL PROPERTY:

10.1. WOÛ Contents and Influencer Contents

The Agency grants the Client a license to use the WOÛ Content and the Influencer Content relating to the Services, with the exception of production files and sources, under the conditions stipulated below.

By "exploitation rights" are understood:

- The right to reproduce the WOÛ Content and the Influencer Content concerned, namely the right to copy, transpose, translate, increase, integrate, digitize, duplicate and / or print all or part of the WOÛ Content and the Influencer Content concerned, by any means known or unknown at the date of the Contract.
- The right to represent the WOÛ Content and the Influencer Content concerned, namely the right to publish, project, broadcast, put online, make available, share, relay, communicate or send all or part of the WOÛ Content and the Influencer Content concerned, to any third party and any public, by the means and on the supports expressly stipulated in the Quotation only, and subject, in the case of Influencer Content, to mention in each act of representation the name or identifier of social network (such as for example the Twitter username starting with "@") of the Influencer concerned.

It is understood that the representation of the Content in the context of media purchasing operations (paid distribution of "sponsored" content on Social Networks) financed by the Client is not provided for in the license unless separate remuneration provided, where applicable if necessary, in the Quotation for this type of operation, depending on the scope, territory and budget of the operation.

The Client understands and accepts that the exploitation rights do not include the right to modify the WOŮ Content and the Influencing Content, except with the specific written agreement of the Agency, in order to respect the rendering commonly approved by the Client and the Agency.

This license is granted on an exclusive, free and strictly personal basis, for the duration of the license as provided below and without prejudice to the Agency's right to reuse the WOŮ Content and the Influencer Content concerned to adapt them to needs and requests from other current and future clients once the license is complete.

It is granted for all countries and for a period of twelve (12) months from the validation of each of the WOŮ Content and the Influencer Content concerned respectively.

The license will only come into effect from the date of full payment by the Client of all invoices relating to the corresponding Services. It is also subject to this perfect payment and will automatically be canceled in the event of a subsequent incident or dispute affecting this payment.

The transfer of production files and sources to the Client may be organized by signing a written endorsement, dated and signed by all of the Parties, for additional remuneration to be fixed in the endorsement.

10.2. Client Contents

The Client grants the Agency a license to use the Client Content used in the context of the Services, for the purposes of performing these Services.

This license covers:

- The right of reproduction of the Client Content concerned, namely the right to copy, imitate, modify, transpose, translate, adapt, increase, cut, integrate, digitize, duplicate and / or print all or part of the Client Content concerned, by any means known or unknown at the date of the Contract.
- The right to represent the Client Content concerned, namely the right to publish, project, distribute, put online, make available, share, relay, communicate or send all or part of the Client Content concerned, to any third party and any public, by any means known or unknown at the date of the Contract.

It is granted on a non-exclusive basis, free of charge, for all territories and for the duration of the patrimonial copyright on each of the Client Content concerned respectively.

The Client guarantees to have all the rights and authorizations necessary to grant this license, and in general for the exploitation of Client Content. He therefore undertakes to keep the Agency free from any dispute, claim or action by any third party as well as from any sanction by any authority or jurisdiction, which may be based, cause or origin the use of Client Content by the Agency in accordance with the Contract.

10.3. Other rights and protected content

All rights not expressly assigned under Section 10.1 above are understood to be reserved by the Agency. This includes the Agency's rights in its brands, software, designs and models, works of mind and databases (including, but not limited to, its databases of influencers, prospects and users).

With regard to databases, these can be made accessible to the Client by means of a written license to be negotiated and concluded between the Parties, which will in particular fix the duration, the volume and the operating conditions authorized, as well as the amount of remuneration, in the context in particular of White Label Services.

SECTION 11 – SAPIN LAW (PURCHASES OF ADVERTISING SPACES):

In the event that the performance of the Services includes or involves the purchase of advertising space within the meaning of Law No. 93-122 of 29 January 1993 on the prevention of corruption and the transparency of economic life and public procedures (known as "Sapin law") (for example in the case of Media purchasing services), the Customer, by signing this Contract, gives the Agency a mandate to proceed on its behalf and on its behalf to these purchases from the corresponding media and agencies.

The financial conditions of this mandate (remuneration of the Agency as agent) are indicated on a separate line in the Quote.

The invoicing and payment methods for the Services concerned remain the same, set out in Articles 7.2 and 7.3 above.

The Agency will provide the Client with a detailed account of how these purchases were made and the performance of the corresponding advertising campaigns. In this regard, the Client understands and accepts that, by these General Terms and Conditions of Sale, he authorizes the Agency to carry out financial transactions relating to these media purchases under the conditions set out in said report.

In the case of tailor-made Services (advertising campaigns) carried out via the YOŮ platform, published by the Agency and accessible at the address yoo.paris (micro-influence services), the Client will also have a monitoring the performance of corresponding advertising campaigns, including performance indicators (analytics) obtained via social networks.

To do so, the Customer may designate one or more user(s) from among the persons placed under his responsibility, to which the Agency will grant access to the performance monitoring tool (online tool). The Client understands and accepts that access to the tracking tool is provided on a strictly personal and confidential basis, and subject to the conditions of use attached in Appendix 2. The Client guarantees the use of the tracking tool monitoring by the users concerned, which must comply at all times with the applicable laws and regulations as well as with the abovementioned conditions of use.

SECTION 12 – RESPONSIBILITY:

12.1. Responsibility of the Agency

In any event, the Client understands and accepts that the Agency's responsibility in the event of any breach cannot exceed the amount corresponding to the Price of the Services concerned by the breach.

In particular, the Client understands and accepts that the Agency cannot be held liable for material damage that may reach the Client's buildings, installations, equipment and furniture. The Client further agrees that the Agency cannot be held liable for any loss of profit, commercial disturbance, request or claim made against the Client and emanating from any third party.

In addition, the Client waives liability for the Agency in the event of damage to the files or any document he has entrusted to him.

Any dispute, contestation or claim relating to Influencing Content must be addressed to, and settled with, the Influencer who is the author or origin of this Influencing Content, the Agency disclaiming all responsibility for Influencer Content.

12.2. Responsibility of the Client

The Client is solely and entirely responsible for the legality of the Client Content under the applicable laws and regulations. He guarantees this lawfulness and undertakes as such to keep the Agency free from any dispute, claim or action by any third party as well as from any sanction by any authority or jurisdiction, which may be based, cause or origin the use of Client Content by the Agency in accordance with the Contract.

The guarantee stipulated in the preceding paragraph includes, without being limited thereto, reimbursement or failing this, reimbursement to the Agency by the Client of penalties, indemnities and fines of all kinds incurred, suffered or imposed in connection with the dispute, the aforementioned claim, action or sanction, as well as the costs and expenses incurred in defending the rights of the Agency.

The Client is highly satisfied with the fulfillment of its obligations by any third party, employee or subcontractor other than the Agency to which he chooses to entrust the execution thereof, and will in any event remain fully responsible for it Agency, even if he would have entrusted this execution to any third party, employee or subcontractor.

SECTION 13 – COMMERCIAL REFERENCE :

Unless expressly stated otherwise by the Client, notified to the Agency by letter with acknowledgment of receipt, the Agency will have the right to mention the Services performed for the Client as a reference in the context of its commercial prospecting, external communication and publicity.

The right mentioned in the previous paragraph includes the right to use the Client's usual names and trade names, including when they are protected by trademark, and this worldwide, on any media, for an unlimited period.

SECTION 14 – CONFIDENTIALITY :

The Parties may, within the framework of the performance of the Contract, have access to confidential information of the other Party.

Confidential information within the meaning of this Section 14 is all information, documents or data of a commercial, technical, financial or other nature transmitted between the Parties including, without limitation, all written or printed documents, plans, all samples, models, or more generally, any means or media of disclosure.

The Parties undertake to ensure the strictest confidentiality of all of the other Party's confidential information, in a manner at least equivalent to that by which they ensure the confidentiality of their own confidential information.

This commitment will remain valid for the entire duration of the Contract as defined in Section 4 above, then again for a period of two (2) years from the expiration of the latter.

This undertaking will lapse if the confidential information concerned falls into the public domain through a process not subject to the fault of the Party which was the recipient.

SECTION 15 – CHANGE:

The Agency reserves itself the right, at its sole discretion and at any time, to change, modify, supplement or delete all or part of these Terms and Conditions, in particular in order to take into account legislative, regulatory, jurisprudential and/or technical developments.

These modifications will be applicable to Contracts concluded after the date of entry into force of the new version of the Terms and Conditions (indicated at the beginning of the document).

SECTION 16 – MISCELLANEOUS STIPULATIONS:

16.1. Non-competition

The Client expressly prohibits himself from hiring or having any employee (including any self-employed worker) of the Agency work, either by himself or by an intermediary, unless expressly agreed by the Agency, this for the duration of the commercial relationship between the Client and the Agency, then again for an additional period of twelve (12) months. The violation of this obligation of non-poaching will be sanctioned by the payment to the Agency of an amount equal to six (6) times the amount of the gross monthly remuneration of the employee at the time of his departure (penal clause), this factor being increased to twelve (12) for key people (such as managers, directors, project managers and developers).

In the event that the Services include or require the recruitment of Influencers by the Agency, the Client expressly prohibits himself, for the entire duration of his commercial relations with the Agency then again for a period of three (3) years, to contract directly with all or part of the Influencers concerned, directly recruit all or part of these Influencers and/or obtain in any way services or a partnership from these Influencers for commercial, advertising, communication or marketing, free of charge or against payment, without going through the agency as an intermediary. The violation of this obligation will be penalized by the payment to the Agency of an amount equal to twelve (12) times the price due by the Client for the Services concerned - this amount corresponding to a penal clause, not exclusive of the payment of all other sums owed by the Client, in particular as damages.

16.2. Non waiver

The inaction or even prolonged tolerance of a Party vis-à-vis the non-performance or poor performance of its obligations by the other Party may in no case be interpreted as a renunciation of this first Party to exercise its rights to under this Contract, in particular with a view to obtaining the compulsory performance of the obligation concerned and/or obtaining compensation for the consequences of the non-performance.

16.1. Applicable law and competent jurisdiction

Any dispute, dispute, dispute or complaint relating to the existence, validity, interpretation or performance of the Contract must be the subject of a prior attempt at amicable conciliation by the Parties, and, in the event of failure of this attempt, will be decided by application of French law, and imperatively subject to the exclusive jurisdiction of the Commercial Court of the place in the jurisdiction of which the registered office of the Agency, notwithstanding any assumption of plurality of defendants or case of call in guarantee.

Annex 1 Description of Services

This Annex 1 details the operational procedures for the various Services which may be offered by the Agency on the date hereof. This information is given for information only. In the event of a contradiction or conflict of interpretation between any of the indications contained in this Annex 1 and any of the clauses of the Terms and Conditions or the Specifications, it is understood that all clause(s) contained in the Terms and Conditions or the Quotation will prevail, in the order set out in Section 3 of the Terms and Conditions.

• Influence services:

The Agency collaborates with Influencers as part of the creation of content on behalf of the Client. The content produced by Influencers is licensed for reuse on the brand's social networks for a period of 12 months. The Influencer can produce photo and/or video content as requested by the Client.

This Service includes: the creation of a tailor-made campaign (design, writing, artist direction), casting, contact and negotiation with Influencers, writing the Influencer contract, managing publication agendas, reporting monthly and a dedicated project manager.

• Micro influence « YOÛ » services:

The Agency, under its brand "YOÛ" imagines and implements campaigns with micro-Influencers. Each micro-Influencer creates content on their social networks for the Client, who can repost it on their own accounts.

This Service includes: the creation of a tailor-made campaign (design, artistic direction) with a dedicated project manager, casting, recruitment, logistics of expeditions, management of publications and final reporting.

• Nano influence « VGM » services:

The Agency, under its brand "VGM", imagines and implements campaigns with nano-Influencers on behalf of Clients. Each nano-Influencer invites his friends to share an original brand experience at his home or at a point of sale. Following this event, he will create photo/video content on his social networks for the Client, who will be able to repost them on his own accounts.

This Service includes: the creation of a tailor-made campaign (design, artistic direction) with a dedicated project manager, casting, recruitment, logistics of expeditions, purchase of goodies, management of publications and final reporting.

• Event services:

The Agency organizes tailor-made events on behalf of the Client to promote the latter's products and/or services. These Services may include: design, artistic direction, space rental, scenography, caterer, entertainment, logistics, technical equipment (sound and light), a dedicated event team, production of visual content on place, security (teams and compliance with standards).

• Media buying Services:

The Agency is in charge of media campaigns for the content of the Client's brand on the latter's social networks. The Service includes the identification of audiences to target and content to sponsor as well as the production of a performance report.

• Content creation and provision services (WOÛ Content) :

The Agency organizes tailor-made photo and/or video productions on behalf of the Client. These Services are performed internally or with Agency partners.

These Services may include: design, writing, artistic direction, rental of spaces, rental of equipment, filming authorizations, scenography and accessories, make-up artist, hairdresser, stylist, technical equipment, production team, production manager, transport, catering, models, post production, recording studio and copyright.

• Community management services:

The Agency is in charge of the strategy and management of its clients' social networks. The Service includes the strategy of production and dissemination of content on social networks. The Agency offers editorial schedules, animation and moderation of its clients' social platforms.

• White label services:

The Agency, under its "VGM" brand, makes available, in white label, a digital platform dedicated to the Client's brand. The URL and the user database created through the use of the platform are the property of the Client. The Client will thus be able to create his consumer base and will be able to animate it through animations thought out and carried out by the Agency's teams.

Users are under the direct and effective responsibility of the Customer, who guarantees their use of the Tracking Tool, and will keep the Agency free from any damage, sanction or action by third parties in connection with this use.

In particular, the Customer guarantees and undertakes to check at all times that Users:

- Ensure the absolute confidentiality of identifiers allowing them to access the Tracking Tool, in particular by refraining from communicating them or making them available to any third party, including through negligence or omission, or even through resale, sublicense or opportunity;
- Use the Tracking Tool in accordance with all applicable laws and regulations;
- Any act or attempt to decompile or reverse engineer the Tracking Tool or any of its components is prohibited;
- In general, use the Tracking Tool only for the proper performance of these General Conditions, in the name and on behalf of the Client, in accordance with their purpose as indicated in article 2;
- Inform the Client and the Agency without delay in the event of loss, theft, corruption or compromise of their access identifiers to the Tracking Tool;
- After the end of their mission with the Client or on behalf of the latter, it is understood that the Client will keep his codes in order to be able to access only the statistics of past Services.

The Customer is also solely responsible for ensuring that the access rights to the Tracking Tool are properly allocated, by choosing and designating the Users by name to the Agency, and by informing the Agency without delay after their mission with or on behalf of the Customer, or in the event of a change in this mission such that access to the Tracking Tool would no longer appear justified for any User.

The Client understands and accepts that the Tracking Tool only allows you to view the performance of the advertising campaigns implemented on his behalf via the YOÛ platform, and in no case to identify or interact with the Influencers participating in these campaigns advertising, nor to influence the progress of the advertising campaign.

The Customer also understands and accepts that access to the Tracking Tool (i) requires an Internet connection and IT resources (including at least one functional terminal and an up-to-date Internet browser), the costs of which will be borne exclusively by the Customer, and (ii) relies on essential providers chosen by the Agency (including in particular IT hosting providers), so that the availability and quality of service of the Monitoring Tool may vary, and the monitoring be periodically unavailable, without resulting in any right to compensation for the Customer, the obligation of the Agency in this regard being analyzed in any event only an obligation of means.

Any breach by a User of this Annex 2 may result in suspension or permanent blocking of access to the Tracking Tool for all Users, without notice and at the sole discretion of the Agency.

The Customer finally understands and accepts that the Monitoring Tool is provided and made available "as is", without any guarantee or obligation of result being able to be charged to the Agency as to its availability or the quality of the information contained therein, the price fixed in application of Article 7 above being determined in particular, by express agreement, in consideration of this limitation of liability. In the event of a dispute, it is understood that the information contained in the Agency's information systems will prevail, from a probative point of view, over any information found via the Monitoring Tool.

Annex 2 Terms of use of the advertising campaign tracking tool

This Annex 2 sets and details the conditions of use of the tool for monitoring organized advertising campaigns, on behalf of the Client, via the YOÛ platform, published by the Agency and accessible at the address yoo.paris.

The campaign tracking tool (hereinafter "the Tracking Tool") consists of a set of pages accessible via an Internet browser (web app) by connection via a couple of unique identifiers, given on a strictly personal basis and confidential to one or more natural person(s) designated by the Client (hereinafter "the Users"). The Customer is solely responsible for providing the Agency with the coordinates of the Users, so as to allow the creation of the corresponding access rights.