

# Les Echos Le Parisien

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MÉDIAS



## 2023 Rate Card - Commercial Advertising

### STANDARD FORMATS

		LE PARISIEN IDF + OISE	LE PARISIEN & AUJOURD'HUI EN FRANCE
<b>PAGE</b>			
Premium	Inside front cover	150 000 €	170 000 €
	Page 5-7	122 000 €	142 000 €
	Page 9-11	116 000 €	136 000 €
	Section Sport / Leisure / Consumer	114 000 €	133 000 €
Star	Front	114 000 €	133 000 €
Standard	Back	97 000 €	117 000 €
<b>NEWS</b>			
Premium	Page 5-7	79 000 €	91 000 €
	Page 9-11	76 000 €	88 000 €
	Section Sport / Leisure	74 000 €	86 000 €
Star	Front	74 000 €	86 000 €
Standard	Back	63 000 €	76 000 €
<b>1/2 PAGE</b>			
Premium	Page 5-7	73 000 €	86 000 €
	Page 9-11	70 000 €	83 000 €
	Section Sport / Leisure	68 000 €	80 000 €
Star	Front	68 000 €	80 000 €
Standard	Back	59 000 €	69 000 €
<b>1/3 PAGE</b>			
Premium	Page 5-7	68 000 €	80 000 €
	Page 9-11	65 000 €	77 000 €
	Section Sport / Leisure	60 000 €	70 000 €
Star	Front	60 000 €	70 000 €
Standard	Back	54 000 €	65 000 €

## 2023 Rate Card - Commercial Advertising

### STANDARD FORMATS

LE PARISIEN  
IDF + OISE

LE PARISIEN &  
AUJOURD'HUI EN FRANCE

#### 1/4 PAGE

Premium	Page 5-7	52 000 €	61 000 €
	Page 9-11	46 000 €	55 000 €
	Section Sport / Leisure	43 000 €	51 000 €
Star	Front	43 000 €	51 000 €
Standard	Back	37 000 €	44 000 €

#### 1/8 PAGE

Premium	Page 5-7	32 000 €	37 000 €
	Page 9-11	29 000 €	34 000 €
	Section Sport / Leisure / Consumer	28 000 €	33 000 €
Star	Front	28 000 €	33 000 €
Standard	Back	24 000 €	29 000 €

#### FORMAT DOUBLE

Premium	Double Page 1 <sup>st</sup> Double	199 000 €	225 000 €
	Double Page	190 000 €	215 000 €

## 2023 Rate Card - Commercial Advertising

### SPECIAL FORMATS

LE PARISIEN  
IDF + OISE

LE PARISIEN &  
AUJOURD'HUI EN FRANCE

#### FORMAT DOUBLE

Premium	Double News*	160 000 €	186 000 €
	Double 1/2 Page*	150 000 €	177 000 €

#### PAGE XL

Premium	*	240 000 €	270 000 €
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#### Square & Banners

Premium	Cover top box	29 000 €	35 000 €
	Cover banner	29 000 €	35 000 €
	Cover banner 70*	51 000 €	60 000 €
	Banner 70*	34 000 €	40 000 €
	Center-page banner 70*	43 000 €	50 000 €
	Games banner	16 000 €	18 000 €
	Vertical banner ext S*	27 000 €	32 000 €
	Vertical banner ext M*	47 000 €	55 000 €
	Vertical banner ext L*	66 000 €	78 000 €
	Vertical banner ext XL*	72 000 €	85 000 €
	Weather square	16 000 €	18 000 €

\*Contact us: subject to editor's validation

## Glossary and Rebates

### Glossary

**Gross value** Gross revenue value of ad placements

**Gross purchase base** Gross revenue paid by the advertiser after mark-up and/or modulation

**Net before rebate for professionals** Net revenue paid by the advertiser after volume bulk rate discount, total of other discounts, and other rebates excluding rebate for professionals.

**Net space** Net revenue paid by the advertiser after volume bulk rate discount, total of other discounts, and other rebates including rebates for professionals.

### MARK-UP / MODULATIONS

Multi-advertiser + 15%

Succession + 20%

1st industry advertiser + 20%

### BULK RATES

100 000 € - 2%

200 000 € - 4%

400 000 € - 6%

600 000 € - 8%

Volume bulk rates, calculated per order, apply to all advertisers (and not a group of advertisers) according to the total annual investment made within Les Echos\* and Le Parisien brands. It is calculated on the Gross Purchase Base. The bulk rate cannot be applied retroactively.

### CONSOLIDATION OF ORDERS

\* Excludes Radio classique & CDA

à partir de :

5 000 000 € - 1%

10 000 000 € - 2%

15 000 000 € - 3%

The total rate on consolidated orders applies to all orders. It is calculated according to the Gross Purchase Base. The agreed rate is subject to change every trimester according to the year-on-year investment. Minimum: 2 orders.

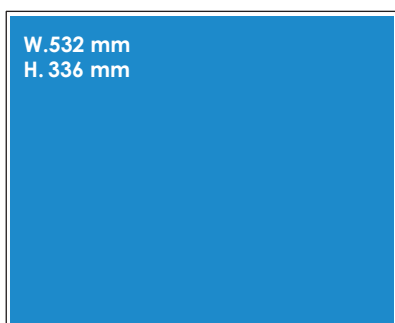
### REBATE FOR PROFESSIONALS

- 15%

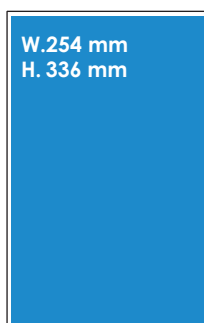
The rebate for professionals applies to the net amount before all rebates are applied. This rebate is given only to advertisers buying their advertising placements via a third party. The order notification, in line with law n°93-122 of 29/01/93, must be made out to Les Echos Le Parisien prior to publication (adv@lesechos-leparisien.fr).



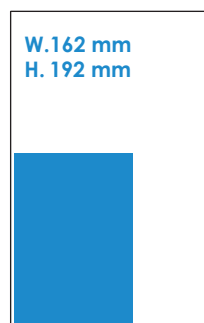
## Formats



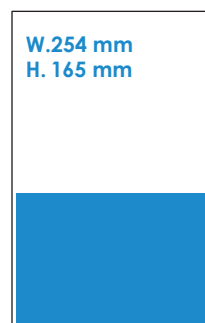
Double Page



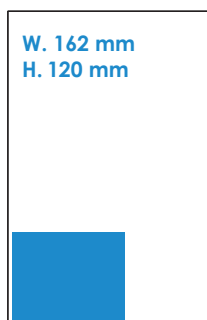
1 page or IFC



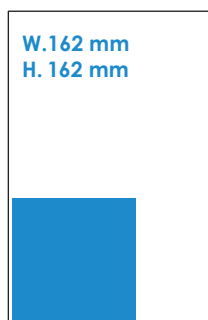
News



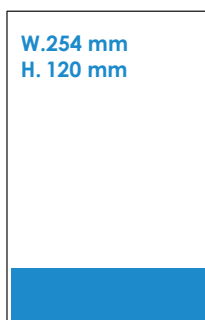
1/2 Page



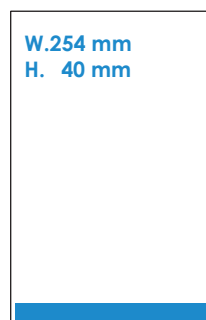
1/4 Page



1/3 Page Square



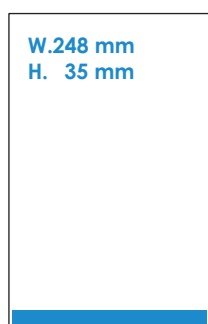
1/3 Page Banner



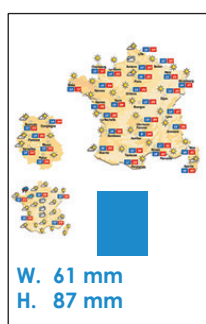
1/8 Page



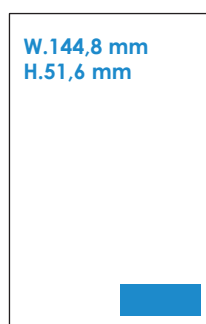
Cover top box



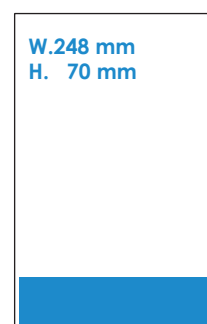
Cover banner



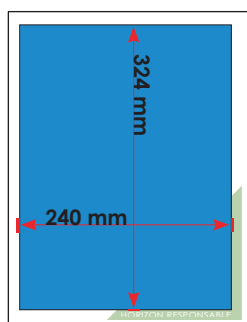
Weather section box



Games banner

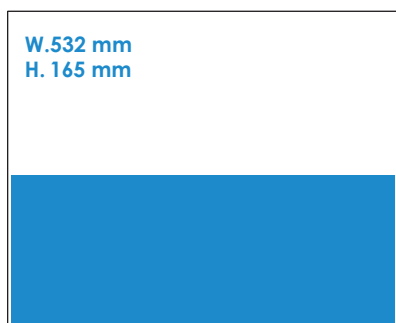


Cover banner 70

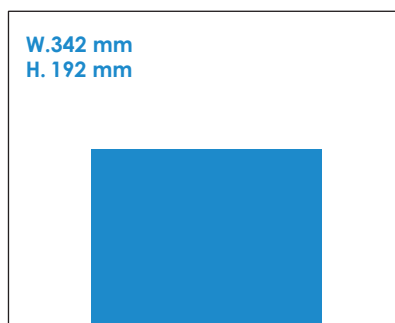


Horizon  
Responsible  
Page

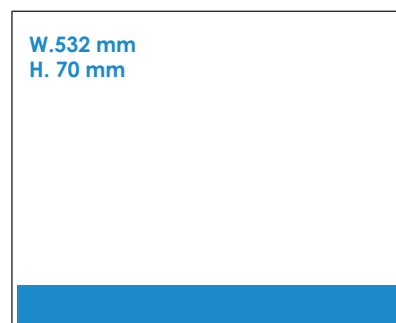
## Formats



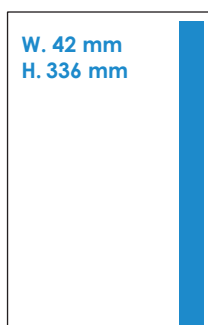
Double 1/2 Page



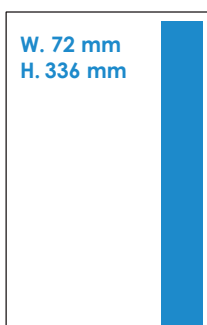
Double News



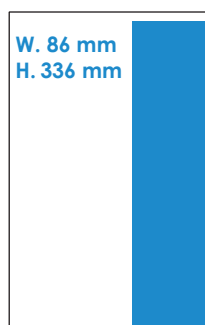
Banner 70 DPS



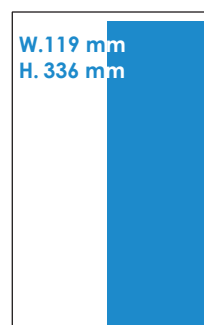
Vertical banner **S**



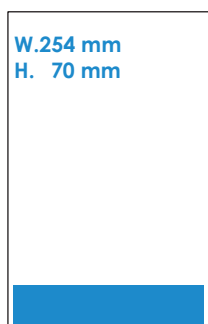
Vertical banner **M**



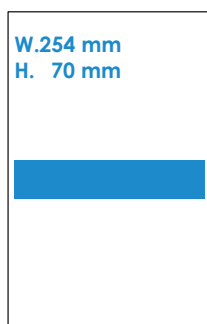
Vertical banner **L**



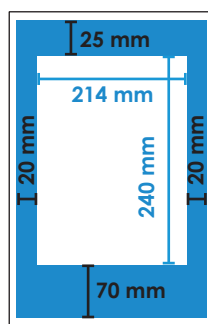
Vertical banner **XL**



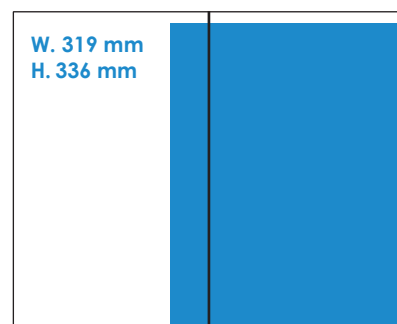
Banner 70



Centred banner 70



Simple jacket



Page **XL**

DPS jacket

## Technical Specifications

Deadline for sending your technical materials in **ready-to-use format**  
**48 hours prior to publication**

### Digital PDF

**Acrobat PDF 1.3** with TrimBox

No raw files

**Frame image with a 0.5-point minimum line in the color of your choice, except for the page format.**

### High-definition imports

240 dpi color image(s)

160 dpi grays

1 200 dpi monochrome

Underlay flattening

Encapsulated font

**Photos in B&W or CMJN: 240 dpi**

**Ink overlay: 240%**

**Weave: 100**

**Weight: 42/49**

**ICC profile: ISO newspaper26v4.icc**

**Please do not send CROMALIN PROOFS, COLOR PROOFS etc...**

### SPONSORED CONTENT / OPEN LETTER

Approval from an editor will be sought prior to publication.

Include the mention **"Advertisement"** or **"Press Release"** in bold in type 10 font.

Place the mention horizontally, above and to the right of the image.

### GENERAL INFORMATION/LEGAL MENTIONS

In accordance with the different laws and decrees, please refer to the mandatory legal mentions

- The Loi Toubon, relative to the usage of French language, all mentions written in a foreign language, must be translated into French.

- Sanitary measures (Loi Evrin).

- The mention of "edited photography" in accordance with the decree n° 2017-738 dated May 4, 2017 refers to photography used for commercial purposes, of models whose physical appearance has been modified, put in application on 01.10.2017.

## Technical contacts

Sandrine BAILLEUL

[sbailleul@lesechosleparisien.fr](mailto:sbailleul@lesechosleparisien.fr) - 01 87 39 83 13

Eric DAVID

[edavid@lesechosleparisien.fr](mailto:edavid@lesechosleparisien.fr) - 01 87 39 75 12

Marie DUCROCQ

[mducrocq@lesechosleparisien.fr](mailto:mducrocq@lesechosleparisien.fr) - 01 87 39 83 10

Laurence LAUNAY

[llaunay@lesechosleparisien.fr](mailto:llaunay@lesechosleparisien.fr) - 03 44 15 31 41

Catherine LEFEVRE

[clefevre@lesechosleparisien.fr](mailto:clefevre@lesechosleparisien.fr) - 01 87 39 82 98

Sylvie MULLET

[smullet@lesechosleparisien.fr](mailto:smullet@lesechosleparisien.fr) - 01 87 39 82 99

Please send your files to : [print.quotidiens@lesechosleparisien.fr](mailto:print.quotidiens@lesechosleparisien.fr)



## Contacts

**Corinne Mrejen**

Director General of the Group  
Les Echos Le Parisien Partners Department  
cmrejen@lesechosleparisien.fr

**Philippe Pignol**

Director General  
ppignol@lesechosleparisien.fr

**Pascale Luca**

Deputy Executive Director  
pluca@lesechosleparisien.fr

**Nicolas Danard**

Deputy Executive Director  
ndanard@lesechosleparisien.fr

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CULTURE-LEISURE • RETAIL-FOOD • AUTOMOBILE •  
DEPARTMENTAL & LOCAL EDITIONS • INDEPENDENT MEDIA AGENCIES

**Emmanuelle Astruc** +33 1 87 39 83 19 / eastruc@lesechosleparisien.fr

FINANCIAL INSTITUTION • INSURANCE • REAL ESTATE • FINANCIAL PUBLIC RELATIONS • ENERGY •  
AUDIT, CONSULTING & LEGAL SERVICES • BUILDING INDUSTRY, TRANSPORT & SUPPLY CHAIN

**Emmanuelle Denis** +33 1 87 39 75 13 / edenis@lesechosleparisien.fr

CONSULTING & BRANDSTUDIO • SPECIAL OPERATIONS

**Vincent Ficarelli** +33 1 87 39 75 17 / vficarelli@lesechosleparisien.fr

ASSOCIATE DIRECTOR IN CHARGE OF INTERNATIONAL & TERRITORIES

**Nicolas Grivon** +33 1 87 39 75 26 / ngrivon@lesechosleparisien.fr

EMPLOYMENT • EDUCATION • PUBLIC SECTORS • HEALTH • PEOPLE CARE

**Muriel Petit** +33 1 87 39 82 82 / mpetit@lesechosleparisien.fr

LUXURY • AGENCIES: PUBLICIS, GROUPEM, HAVAS, DENTSU, OMG

**Virginie Roche** +33 1 87 39 75 50 / vroche@lesechosleparisien.fr

**Sandrine Verpillat** Traffic Print and Planning Manager

+33 1 87 39 82 73 / sverpillat@lesechosleparisien.fr

**Hélène Chabiron** Sales Administration Manager

+33 1 87 39 74 99 / hchabiron@lesechosleparisien.fr

# General terms and conditions of Sale

## GENERAL SALES CONDITIONS « LES ECHOS LE PARISIEN MÉDIAS APPLICABLE AS OF 1 JANUARY 2023

### 1 - GENERAL REMARKS - DEFINITIONS

#### 1.1. Application

The company "LES ECHOS LE PARISIEN MÉDIAS", a French Société par Actions Simplifiée (simplified joint-stock company) with share capital of €40,000, registered with the Paris Trade and Companies Register under the number 432 526 903, whose registered office is at 10 boulevard de Grenelle, 75015 PARIS (hereinafter "LES ECHOS LE PARISIEN MÉDIAS") is primarily involved in the sale of Advertising Space on the Media for which it provides advertising services under the brand name "LES ECHOS LE PARISIEN MÉDIAS".

Any order for advertising space by an Advertiser or their Agent implies full and unreserved acceptance of these General Terms and Conditions of Sale (hereinafter the "General Terms and Conditions of Sale") and the prices in effect, to the exclusion of any other document. LES ECHOS LE PARISIEN MÉDIAS will not be bound by any condition that deviates from or contradicts any of the stipulations in the General Terms and Conditions of Sale or is stipulated by an Advertiser and/or their Agent, including but not limited to those shown on their purchase orders and/or in their General Terms and Conditions of Purchase, unless it has previously accepted any such conditions expressly and in writing. LES ECHOS LE PARISIEN MÉDIAS reserves the right to amend its General Terms and Conditions of Sale at any time, in order, among other things, to comply with changes to legislation and commercial practices. The new General Terms and Conditions of Sale arising as a result of such amendments will be applicable to orders for advertising space submitted following said amendment.

LES ECHOS LE PARISIEN MÉDIAS reserves the right to apply exceptional commercial conditions to general interest campaigns and/or campaigns that support major causes.

#### 1.2. Definitions

**Advertiser** shall mean any private for-profit or not-for-profit legal entity, any public legal entity or any individual acting in a professional capacity that purchases Advertising Space by means of an advertising order on one of the Media for which LES ECHOS LE PARISIEN MÉDIAS provides advertising services. All companies for which the majority of the capital is held either directly or indirectly by the same natural person or legal entity shall be considered as belonging to the same group. The Advertiser must provide details of a single contact within the group responsible for media operations. The Advertiser may purchase Advertising Space directly or work through an intermediary acting as its Agent.

**Agent** shall mean any professional intermediary purchasing Advertising Space on behalf of an Advertiser, pursuant to a written agency agreement and on presentation of a copy of the letter of authorisation binding it to the Advertiser as its Principal (for example, a central buying office, agency, broker or media planner).

**Advertising Space** shall mean any space used for Advertising in or on a Medium. The Advertising Space offered is always subject to availability in or on the Medium concerned, at the time that LES ECHOS LE PARISIEN MÉDIAS receives the order for advertising.

Advertisement shall mean any publication, broadcast or pages with advertising placed in or on one of the Media in order to promote, either directly or indirectly, the provision of goods and/or services, including those presented under their generic name or which promote an organisation, whether private or public, commercial or not, as well as non-promotional messages in the general interest, disseminated in the context of campaigns run by charitable organisations or information campaigns by administrative authorities, the state or local and regional authorities.

**GDPR** shall mean the General Data Protection Regulation (EU) 2016/679 applicable as of 25 May 2018.

Medium (plural: Media) shall mean any printed or electronic publication and any radio broadcast for which LES ECHOS LE PARISIEN MÉDIAS provides advertising services as stipulated in its offer.

Publisher shall mean any company that prints, disseminates and/or broadcasts in or on a Medium.

Programmatic Sales shall mean any purchase or sale of Advertising Space on digital media in programmatic mode, in real time, through the use of a technological platform, optimising the purchase and sale of said space on the basis of a competition between potential purchasers, using a bidding system for ad clicks. In this case, placement of the advertisement cannot be guaranteed.

#### 1.3. Terms

Sales are made directly to the Advertiser or through its contracting Agent on behalf of the Advertiser under the terms of an agency agreement. The obligations incumbent on LES ECHOS LE PARISIEN MÉDIAS in relation to an advertising order only apply with respect to an Advertiser. In consequence thereof, LES ECHOS LE PARISIEN MÉDIAS cannot be considered to be under any obligation of any kind whatsoever with respect to an Agent.

If the agency agreement is amended or terminated over the course of the year, the Advertiser must inform LES ECHOS LE PARISIEN MÉDIAS by registered letter with acknowledgement of receipt and shall remain bound by the commitments made by its Agent.

### 2 - ADVERTISING ORDERS

**2.1. Advertising orders.** Any purchase of Advertising Space in or on a Medium (excluding Programmatic Sales) shall be recorded in an advertising order duly accepted by LES ECHOS LE PARISIEN MÉDIAS according to availability. The advertising order shall be either:

- sent directly, after being signed by an Advertiser or their Agent, to LES ECHOS LE PARISIEN MÉDIAS for counter-signature, with said counter-signature constituting acceptance;

# General terms and conditions of Sale

- signed and sent by LES ECHOS LE PARISIEN MÉDIAS in response to a booking request made by the Advertiser or its Agent, which must return the countersigned advertising order.

**2.2. 2.2.** Any advertising order must, in order to be accepted by LES ECHOS LE PARISIEN MÉDIAS, be approved in accordance with the procedure described above, at the latest:

- one week (i.e. five business days) before publication for the daily written press;

- three weeks (i.e. fifteen business days) before publication for the weekly written press;

- one month (i.e. twenty-five business days) before publication for any written press published less frequently;

- one week (i.e. five business days) before the broadcast or upload date for any digital Medium or radio.

**2.3. 2.3.** Failure to approve the order shall automatically release the previously-booked space, which may be assigned to another Advertiser.

**2.4. 2.4.** If an Advertiser makes a booking that includes an option on a space, and should another Advertiser subsequently take a second option on the same space, the first Advertiser will have a period of 48 hours, from the time it is informed by LES ECHOS LE PARISIEN MÉDIAS of the existence of the second option, in which to sign the booking order for said space, failing which it will lose its booking.

**2.5. 2.5.** The advertising order, duly signed, implies the acceptance of said order and these General Terms and Conditions of Sale by the Advertiser. The advertising order must state: the name of the Agent (and the name of the person authorised to duly engage the agent to place said advertisement), the name of the Advertiser and the person responsible for the marketing and advertising budget assigned to said advertisement, the exact nature and name of the product or service to be promoted, the start date and duration of the campaign, the Media selected, the spaces, selected targeting criteria and budget assigned to the advertisement based on the prices in effect.

Each order is strictly personal to the Advertiser. It may not be amended without its authorisation and may not be assigned in any form or for any reason whatsoever. Nonetheless, in the case of a previously authorised assignment or any other transaction involving a successor, the Advertiser shall require the completion of any advertising order by its successor and shall remain personally responsible for its proper completion by the latter.

**2.6. Technical elements** Technical elements (i.e. texts, recordings, CD-ROMs, digital broadcasts, etc.) must be made available to LES ECHOS LE PARISIEN MÉDIAS in accordance with the following deadlines:

One week (i.e. five business days) before publication for the daily written press;

three weeks for the weekly written press and any written press published less frequently;

five business days before the start date for any digital Medium or radio. Digital files and technical documents must comply with the quality requirements set out in the technical specifications for the

Media concerned. If this is not the case, the Publishers of the Media and LES ECHOS LE PARISIEN MÉDIAS cannot be held liable for any poor reproduction quality.

**2.7. 2.7.** Technical costs for the production of any technical document by LES ECHOS LE PARISIEN MÉDIAS or the Media will be invoiced. Any advertising materials created by the agency or the Media will remain their full and entire intellectual property; the fact of said materials being invoiced shall not entail any assignment or granting of rights, except the right of reproduction solely in accordance with the specific framework of the order placed.

**2.8.** Should the Advertiser or the Agent not submit the technical elements within the time frames stipulated above, LES ECHOS LE PARISIEN MÉDIAS shall be free to refuse to publish the advertising order and may allocate the space concerned to another Advertiser. Such refusal shall not entitle the Advertiser or its Agent to any compensation. Moreover, the Advertiser shall remain liable for payment of the corresponding invoice on publication of the Advertisements concerned.

**2.9. Comparative advertising.** An Advertiser who wishes to publish/broadcast a comparative advertisement in or on one of the Media must inform LES ECHOS LE PARISIEN MÉDIAS sufficiently far in advance to allow LES ECHOS LE PARISIEN MÉDIAS to verify that no competing brand cited in the comparative advertisement appears in the issue concerned or, in the case of a digital Medium, on the date concerned. If this is not the case, LES ECHOS LE PARISIEN MÉDIAS shall be entitled to refuse the comparative advertisement concerned.

## 3 - PRICES - INVOICING - PAYMENT

**3.1. Prices – Invoicing** The Advertisement will be invoiced without a discount based on the prices and taxes in effect at the time of its publication; said prices will be communicated on request and may be viewed at any time on the site [www.lesechosleparisienmedias.fr](http://www.lesechosleparisienmedias.fr). The prices shown include both price lists and any reductions that may be applied. Fulfilling an order at an agreed price shall not in any way oblige LES ECHOS LE PARISIEN MÉDIAS to fulfil any new order on the basis of the same commercial and pricing conditions.

Depending on the scale or nature of the work required, a down payment of 30% of the amount of the order excluding tax may be requested.

**3.2. Payment** The Advertiser agrees to pay the price of the advertising by cheque, bank draft or bank transfer within 15 (fifteen) days of the invoice date at the latest.

If the Advertiser has authorised an intermediary to make the payment, the payment terms will be 30 (thirty) days from the end of the month following the invoice date, on the 10th (tenth) of the following month. Any bank draft must be returned, accepted and received by LES ECHOS LE PARISIEN MÉDIAS within 10 days of the date the statement is sent. In all cases, the Advertiser shall remain liable for the payment of orders and any late penalties that may apply, even if payment is made through the Agent.

**3.3. Sapin Act.** Pursuant to Act no. 93-112 of 29 January 1993, known as the Sapin Act, and should the Advertiser have appointed an



## General terms and conditions of Sale

intermediary, LES ECHOS LE PARISIEN MÉDIAS must have a copy of the agency agreement binding the Advertiser and the Agent. Pursuant to the provisions of the Sapin Act, the invoice must be made out to the Advertiser and sent to it directly by LES ECHOS LE PARISIEN MÉDIAS. A copy will also be sent to the Agent for information. An Advertiser who has its paying Agent pay for the advertisement shall guarantee payment of the sums due to LES ECHOS LE PARISIEN MÉDIAS on the correct date by its Agent and agrees to compensate LES ECHOS LE PARISIEN MÉDIAS for any harm suffered.

**3.4. Payment incidents.** Any sum that remains unpaid on the invoice due date will automatically result, without any prior notice to remedy, in application of late penalties at a rate equal to the ECB base rate in effect plus 10 points, to the amount of the unpaid invoice including tax. Any payment made after the due date will confer upon LES ECHOS LE PARISIEN MÉDIAS the right to suspend performance of the campaigns underway from the day following the failure to pay.

The Advertiser must automatically pay a fixed sum of €40 for recovery costs on the day following the payment due date.

If there is any payment incident or if the Advertiser and/or its Agent are unable to fulfil their commitments, including partially, LES ECHOS LE PARISIEN MÉDIAS reserves the right to apply more stringent payment terms (payment in advance for all or part of the purchase order) and/or to require additional guarantees.

**3.5. Complaints.** Any complaints with regard to invoices must be brought to the attention of LES ECHOS LE PARISIEN MÉDIAS by registered letter with acknowledgement of receipt within 7 (seven) days of receipt of the invoice at the latest. No complaints will be considered after this period. Regardless of the circumstances, the Advertiser or its Agent agree to pay the portion of the invoice that is not in dispute, without delay.

**3.6. Programmatic Sales.** LES ECHOS LE PARISIEN MÉDIAS will make one or more automated, virtual technological platforms available to Advertisers and their Agents, putting buyers and sellers of advertising space on the Internet in direct contact with each other with variable prices and/or spaces, without further intervention on the part of LES ECHOS LE PARISIEN MÉDIAS. When the users of these platforms are not Advertisers, they expressly acknowledge that in this situation they are selling Advertising Space on the same basis as an advertising agency. In consequence thereof, said participants agree to respect the conditions of use of said platforms as well as the provisions applicable in France in respect of the purchase of advertising space (notably the provisions of the Sapin Act). Notwithstanding any provision to the contrary in the General Terms and Conditions of Sale, Programmatic Sales will be invoiced to the Advertisers by said participants and must be paid by the statutory deadline.

The sale price is based on the CPM (purchase price for the space based on 1,000 advertising page views, i.e. 1,000 clicks). It is possible to set a minimum CPM (reserve price), below which the sale will not take place. The sale is concluded with the bidder who makes the highest offer (if applicable, higher than the reserve price).

**3.7. Annual financial communication contracts.** These refer to space

contracted for a period of 12 calendar or non-calendar months, reserved for regular communications by listed and unlisted companies and by UCITS companies. Financial transactions and "corporate" or "institutional" campaigns in the context of a financial transaction are therefore purchased on an individual basis, i.e. based on the price list for the type of space concerned. All additional contracts are invoiced at the initial contract price. The annual contract is invoiced on receipt of the advertising order and by the first insertion at the latest. Annual contracts are not entitled to the discounts stated in the General Terms and Conditions of Sale other than discounts for multiple orders and trade discounts. Furthermore, they cannot be used as increments for volume discounts for other purchases. Whenever any annual contracts under which advertisements have already been placed are terminated, the price invoiced will be the price applicable for spot purchases. Spaces not used at the end of the contract will either be carried over to the following contract for use within 30 days, or lost in the case of non-renewal of the amounts invested. LES ECHOS LE PARISIEN MÉDIAS must be notified of the termination or non-renewal of the annual listing contracts, for UCITS companies, by registered letter with acknowledgement of receipt two months before the end date of the annual contract, failing which the contract will be automatically renewed under the terms of the previous contract. For annual listing contracts for UCITS companies, the Advertiser shall be responsible for data transmission; LES ECHOS LE PARISIEN MÉDIAS cannot be held liable in any circumstances for a failure to update the published data. For any group contract, for entities for which the group has at least 50% ownership, the highest discount applied to any of the entities in said group will be applied to all of the companies in the group. Conversely, space purchased by several subsidiaries of a single group cannot be combined to determine the base price. A "Financial information" contract and a UCITS company contract cannot be combined to determine the base price.

**3.8 Rate amendments during the year.** - the advertising department reserves the right to unilaterally modify the rates every six months, including the current rates, according to paper costs or if a new regulation comes into effect, which the parties recognize and expressly accept.

The Party must be notified of the change one month before the new rates come into effect.

In the absence of notification of the Party's disagreement on the new rates within 8 days of receiving the new rates, it will be deemed that the new rates have been accepted by the Party.

#### 4 – VOLUME DISCOUNTS – TRADE DISCOUNTS – PROMOTIONAL OFFERS

**4.1. LES ECHOS LE PARISIEN MEDIAS** may grant Advertisers who have appointed an Agent a discount of 15% (fifteen percent) applicable to the net turnover excluding tax invoiced to the Advertiser, once any adjustments and volume discounts have been applied, excluding technical costs.

**4.2. The discount for multiple representations** is only granted to Advertisers who have opted to use an Agent if the latter acts on behalf

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of at least two (2) Advertisers.

**4.3. In the case of promotional offers** including advertisements placed in "print" and "digital" Media, these must be published during the same period. Offers are expressed net at the end of the order, i.e. with all potential discounts deducted (trade discount, discount for multiple orders, volume discount) and cannot under any circumstances be combined with other commercial offers. Offers are reserved for clients who do not have annual contracts and may only be used for a single Advertiser as part of a single campaign. Offers do not apply to financial disclosure notices and are valid for the period stipulated in each offer.

**4.4. Business news** is not eligible for volume and commercial discounts, apart from trade discounts if applicable.

## 5- CANCELLATION - AMENDMENT

LES ECHOS LE PARISIEN MÉDIAS must be notified in writing of any request for an amendment or full or partial cancellation. Should this be made after the deadline for validation of the advertising order (as stated in Article 2.2), the whole of the advertising order will be automatically invoiced.

## 6- REFUSAL TO PUBLISH - REMOVAL OF PUBLICATION

LES ECHOS LE PARISIEN MÉDIAS reserves the right to refuse or suspend an advertisement at any time, whether this relates to online advertising or an amendment, and in particular if the nature, text or presentation of the advertisement is political in nature and/or appears to be contrary to the spirit of the publication and/or appears not to comply with the statutory and regulatory provisions in effect, with public order or with good moral standards.

Preferred dates and positioning and special positioning can only be guaranteed if expressly accepted by LES ECHOS LE PARISIEN MÉDIAS. Such refusal shall not entitle the Advertiser or its Agent to any compensation.

Moreover, the Advertiser shall remain liable for payment of the corresponding invoice on publication/dissemination of the Advertisements concerned.

## 7 - LIABILITY OF THE ADVERTISER AND ITS AGENT

**7.1. The Advertiser** is solely liable for the published Advertisements. The Advertiser or its Agent acknowledge that they are the sole and unique author of text, drawings, images etc. and hold all the rights and authorisations necessary for publication of the Advertisement.

**7.2.** The Advertiser is liable for the **Advertisements**, and the Advertiser agrees that they shall strictly comply with existing laws and regulations and the recommendations of the Autorité de Régulation Professionnelle de la Publicité (French self-regulatory advertising organisation). Advertisements shall be written in French or, if applicable, accompanied by a translation into French in accordance with Act no. 94-665 of 4 August 1994. All Advertisements must be clearly presented as such and must identify the Advertiser.

Furthermore, the Advertiser guarantees that the content of the advertisements shall contain no defamatory or harmful references

of any sort whatsoever and that the advertisements do not breach any intellectual property rights. The Advertiser agrees to indemnify LES ECHOS LE PARISIEN MÉDIAS and any natural person or legal entity associated with them and who might be held liable, for any harm suffered as a result of an advertisement and shall indemnify them for any proceedings arising from said advertisement.

**7.3. In accordance with Health Act** n°2016-41 of January 26, 2016 and implementing decree n°2017-738 of May 4, 2017, the Advertiser agrees to include the statement «retouched photograph» on any advertisement that includes a model whose physical appearance has been modified.

## 8 - LIABILITY OF LES ECHOS LE PARISIEN MEDIAS

**8.1. The Advertiser or its Agent** 1.1. may only hold LES ECHOS LE PARISIEN MÉDIAS liable for the performance of the advertising order or these General Terms and Conditions of Sale if the breach on which its action is based is expressly communicated to LES ECHOS LE PARISIEN MÉDIAS by registered letter with acknowledgement of receipt within 7 (seven) days of the observation of said breach.

Any invoice containing a correction for an Advertisement for which a written complaint has been sent to LES ECHOS LE PARISIEN MÉDIAS in the appropriate form and in accordance with the aforementioned deadlines shall remain payable and must be settled on the due date of the first invoice issued for said Advertisement.

**8.2. LES ECHOS LE PARISIEN MEDIAS** cannot guarantee that competing Advertisers will not be featured in nearby or adjoining positions. Nonetheless, LES ECHOS LE PARISIEN MÉDIAS will make every effort not to expose Advertisers to such a situation

**8.3. 8.3.** LES ECHOS LE PARISIEN MÉDIAS (or the publishers of the Media) cannot be held liable in the case of any unforeseen event caused by external factors outside its control or for cases of force majeure, as defined in French case law, which may delay or prevent the publication or dissemination of an Advertisement in accordance with an order that has been duly accepted under the agreed conditions. As a result, a delay or failure to publish or disseminate the Advertisement shall not justify termination of the order by the Advertiser nor shall it give rise to any compensation whatsoever. Nonetheless, as compensation, LES ECHOS LE PARISIEN MÉDIAS may, at its discretion and according to availability in its schedule, offer the Advertiser a revised schedule for the publication/ dissemination concerned or it may extend the period of dissemination by the same period of time or it may offer other forms of advertising space or other spaces in other Media by way of compensation.

Examples of cases of force majeure include but are not limited to war, riots, strikes and the destruction of equipment unless it was possible for the persons responsible for said equipment to avoid said destruction, breakdown of communications systems, requisitions or provisions of public order restricting the subject of the contract or free movement, or failure resulting from Internet malfunction, blockage or congestion on the Internet and/or the ad server(s) used by LES ECHOS LE PARISIEN



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MÉDIAS.

### 9 – PERSONNAL DATA

**9.1.** For any advertisement hosted on another server (commonly called "redirects" or "tags"), the Advertiser must inform LES ECHOS LE PARISIEN MÉDIAS 24 business hours in advance of any interruption or broken links. The Advertiser, or its Agent, is responsible for the operation of these «redirects» and for complying with the applicable regulations. LES ECHOS LE PARISIEN MÉDIAS must be notified within 24 hours of any security breach relating to these same «redirects», including cases of breach of personal data. Any malfunction must be remedied by the Advertiser, or its Agent, as soon as LES ECHOS LE PARISIEN MÉDIAS has notified it of said malfunction. LES ECHOS LE PARISIEN MÉDIAS reserves the right to deactivate the "redirects" concerned at any time if necessary and to take any necessary measures to prevent such elements from threatening the dissemination or security of the Media concerned.

**9.2.** Should the Advertiser or its Agent wish to collect personal connection data about the users of the Media by any means whatsoever, it must inform LES ECHOS LE PARISIEN MÉDIAS 48 business hours in advance and obtain prior written authorisation from LES ECHOS LE PARISIEN MÉDIAS. Within the framework of this collection, the Advertiser, or its Agent, shall comply with the guidelines established by the applicable regulations, including the GDPR, in particular those concerning the obtaining of consent from the users, the period of time during which the data is kept and the implementation of a simple-to-use tool to enable Internet users to deactivate them.

The Advertiser or its Agent shall allow LES ECHOS LE PARISIEN MÉDIAS to have access to all of the collected data via a monitoring tool. Any data collected shall be collected for information purposes only and shall not be contractually binding on the parties unless the advertising order stipulates otherwise. In the event of failure by the Advertiser or its Agent to fulfil its obligations in this respect, or should LES ECHOS LE PARISIEN MÉDIAS become aware of an imminent or actual collection of data that has not been authorised or that creates a problem, LES ECHOS LE PARISIEN MÉDIAS shall be entitled to suspend or implement any measures necessary to prevent the inclusion of said collection methods

**9.3 9.3.** LES ECHOS LE PARISIEN MÉDIAS agrees to carry out, on behalf of the Advertiser or its Agent, any processing of personal data necessary for the sale of Advertising Space on the Media, including profiling and the displaying of advertisements according to preferences and centres of interest, either known or deduced from the data collected on the Media («the Purposes»).

The personal data that may be processed includes: the IP address of the user of the Media, the identifier attributable to the user of the Media via cookies and other information sent by the user's browser or application, such as the page URL, the user agent, the name of the application, information about the device or the user's interaction with the advertisements.

In this respect, LES ECHOS LE PARISIEN MÉDIAS agrees to: comply with its obligations under the GDPR concerning the processing of personal

data necessary for the sale of advertising space on the media. implement appropriate security measures to protect personal data, including appropriate technical and organisational measures

- (i) to protect against unauthorised or unlawful processing and accidental loss, destruction or damage
- (ii) preserve the confidentiality of personal data,
- (iii) ensure that before any data is collected from users of the Media, the users have been provided with the relevant information and mechanisms through which they can exercise their choice. LES ECHOS LE PARISIEN MÉDIAS implements mechanisms to obtain the necessary consent for the Purposes or for the purposes agreed with the Advertiser or its Agent in accordance with the authorisation granted under the terms of clause 9.2. The ECHOS LE PARISIEN MÉDIAS incorporates a clear and unambiguous link to a mechanism enabling the persons concerned to object to such data processing and in particular to targeted advertising,
- (iv) take reasonable steps to ensure the reliability of the employees, subsidiaries, and subcontractors involved in the processing of personal data
- (v) obtain from users their legally valid consent for the processing

of users' personal data in accordance with the Purposes or for the purposes agreed with the Advertiser or its Agent, and when seeking consent, (a) to keep a file record of the consent given by users; and (b) to provide users with clear instructions regarding how to revoke their consent.

- (vi) notify the Advertiser or his Agent of any breach of personal data at most 24 hours after becoming aware of said breach. Said notification must be accompanied by any documentation that may enable the data controller to inform the relevant regulatory authority of the breach, if necessary.
- (vii) in the event of a security incident, issue a statement in order to effectively inform users, where appropriate and in accordance with Article 34 of the GDPR, of the breach of personal data
- (viii) ensure that it promptly redirects, to the Advertiser or its Agent, any access requests it receives directly from users relating to the execution of data processing operations on behalf of the Advertiser
- (ix) ensure that its own subcontractors comply with the requirements of this Article.

Where the Advertiser or its Agent processes personal data concerning the users of the Media, the Advertiser or its Agent agrees to: comply with its obligations under the GDPR concerning any processing of personal data that it performs after first obtaining the written consent of LES ECHOS LE PARISIEN MÉDIAS in accordance with Article 9.2.

- (i) implement appropriate security measures to protect personal data, including appropriate technical and organisational measures to protect against unauthorised or unlawful processing and accidental loss, destruction or damage
- (ii) preserve the confidentiality of personal data.

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(iii) only process personal data for the purposes agreed with LES ECHOS LE PARISIEN MEDIAS after consent has been obtained in accordance with Article 9.2

(iv) take reasonable steps to ensure the reliability of the employees, subsidiaries, and subcontractors involved in the processing of personal data

(v) respond to users' queries about how the Advertiser or its Agent processes the user's personal data and to comply with requests for correction or deletion.

(ii) record all processing of personal data, mentioning the existence of the Advertiser or its Agent's liability and referring to these General Terms and Conditions of Sale.

(iii) implement a policy limiting the time a user's personal data is kept to 13 months.

(iv) In the event of a security incident, take the necessary measures to mitigate or remedy the effects of the security incident and report the personal data breach to the Supervisory Authority, where required by law, in accordance with the GDPR on the protection of personal data. LES ECHOS LE PARISIEN MEDIAS will reasonably cooperate with the Advertiser or its Agent to assist in the investigation, mitigation, and remedying of any such personal data breaches.

(vi) take the principles of data protection into account from the design stage and by default in its tools, products, applications and services. The Advertiser or its Agent and LES ECHOS LE PARISIEN MEDIAS confirm that if personal data is transferred outside the European Economic Area, a contract based on the applicable model of the European Commission's Standard Contractual Clauses or equivalent will be concluded with the parties concerned. The Advertiser or its Agent and LES ECHOS LE PARISIEN MEDIAS confirm that they will not share any personal data deemed sensitive as defined in Articles 9 and 10 of the GDPR. The Advertiser or its Agent and LES ECHOS LE PARISIEN MEDIAS shall ensure that all personal data will be deleted when it is no longer necessary for the Purposes or purposes agreed between the Advertiser or its Agent and LES ECHOS LE PARISIEN MEDIAS.

## 10 - CORPORATE COMMUNICATION BY LES ECHOS LE PARISIEN MÉDIAS

**10.1.** The Advertiser expressly authorises LES ECHOS LE PARISIEN MÉDIAS to mention its name and/or the brand name it owns and under which it carries out its activities in the latter's corporate communication so that the Advertiser may, when applicable, be presented by LES ECHOS LE PARISIEN MÉDIAS as one of the Advertisers on its commercial and promotional documents and on its website, accessible at the address [www.lesechosleparisienmedias.fr](http://www.lesechosleparisienmedias.fr).

**10.2.** 10.2.To the same end and under the same conditions, LES ECHOS LE PARISIEN MÉDIAS is authorised to reproduce, on the same Media, as examples of publication, any of the Advertiser's advertising visuals that have already been published.

## 11- ADDRESS FOR SERVICE - JURISDICTION

**11.1.** The address for service is that stated in the header of invoices issued by LES ECHOS LE PARISIEN MÉDIAS.

**11.2.** L11.2. The interpretation and performance of these General Terms and Conditions of Sale and of any actions preceding, following or arising from them shall be subject to French law.

Any dispute shall be referred exclusively to the Tribunal de Commerce (Commercial Court) in Paris, including in the case of the introduction of third parties or multiple defendants or ancillary claims. Commercial bills and acceptance of payments shall not constitute either a novation nor an exemption from this clause.

## 12 – MISCELLANEOUS PROVISIONS

**12.1.** 12.1.If either of the parties does not demand application of a particular clause in these General Terms and Conditions of Sale, either permanently or temporarily, this cannot be deemed a waiver of the rights arising from this clause on the part of said party.

**12.2.** 12.2.Should any of the provisions of these General Terms and Conditions of Sale be declared null and void or ineffective in any way and for any reason whatsoever, the parties agree to work together to remedy the cause thereof, such that, unless this proves impossible, these General Terms and Conditions of Sale shall continue to have effect without interruption.