

**TITLE II: GENERAL CONDITIONS**

**ARTICLE 1: RESPONSIBILITY OF THE PRODUCTION**

**1.1** – THE CONTRACTOR as the line producer guarantees the conclusion of the production of the program with the conditions presented in this contract. He is solely responsible of the eventual excess of the quote. He declares having received sufficient funding to cover the totality of the definite costs of production with regards of respecting his artistic and technical engagements. He guarantees [REDACTED] this.

In case of the non-conclusion of one of the conventions needing to be concluded by THE CONTRACTOR with the partners mentioned in the financing plan annexed in the present, the parties have already agreed that THE CONTRACTOR will be responsible for the difference.

THE CONTRACTOR as the line producer agrees to undertake any measure necessary to assure the creation, production and delivery of the program within the dates predicted in the present convention.

He assumes responsibility as well as the management of the production of the program including the operations that would be contracted out under his responsibility.

**1.2** - [REDACTED] and THE CONTRACTOR agree that their collaboration does not in any way constitute a company between them.

**1.3** – As title of line producer, THE CONTRACTOR can only handle any third-party contracts under his own name. He will not use in any way, in regards to third parties, the participation of [REDACTED] for the engagements that he uses that would make [REDACTED] appear as collateral.

**1.4** – THE CONTRACTOR, who is an independent and professional audiovisual producer, recognizes that the order of this program defined under the present relates only during the length of the production and the number of the program defined in the present and that [REDACTED] does not extend its agreement above that, except in the case that the conditions and delays mentioned in article 7 and 8 of the present.

## **ARTICLE 2 : PARTICIPATION OF THIRD-PARTIES**

██████████ takes notice of the financial participations of partners mentioned in the financing plan annexed in the present convention. THE CONTRACTOR guarantees ██████████ that the concluded contracts with his partners do not contradict in any way the terms of the present convention

Moreover, THE CONTRACTOR undertakes, in case of the participation of financing of the production from new partners, to inform ██████████ as soon as the conclusion of the corresponding contracts are made, provided that the participation to the production of all French or foreign broadcasting in the French language on all or parts of the locations specified in Article 5.1 is submitted in according with the agreement of ██████████.

In any event, THE CONTRACTOR guarantees that the engagements he will subscribe to in regards to his new partners will not contradict in any way the terms in the present convention, and will not affect in anyway the guaranteed rights of ██████████.

## **ARTICLE 3: MONITOR COMPLIANCE**

**3.1** – THE CONTRACTOR assumes the responsibility to bring the program to a fruitful conclusion with respects to the characteristics determined in Article A.

All modifications brought to these characteristics must be submitted for the agreement of ██████████.

The treatment(s) and/ or the detailed synopsis(es) of the program must be deposited to ██████████ for approval at least three weeks before the date of the beginning of the preparation for the shooting of the program.

The shooting of the program cannot begin until after the approval by ██████████:

- of the treatment(s) and/ or the detailed synopsis(es)
- of the main performers,
- of the speakers,

The choice of subjects, speakers, director, the main performers are determining conditions of the present contract that cannot be modified without the prior consent of ██████████.

**3.2** – Without prejudice of the guarantees owed by THE CONTRACTOR, as a professional in virtue of Article 12, [REDACTED] can, during the entire production of the program (including the preparation and post-production) delegate along with THE CONTRACTOR a representative on the premises of the production of the program to ensure the respect of the principal characteristics defined in the present convention, or amended from a common agreement and notably the editorial objectives agreed upon by the parties, and also the obligations imposed to [REDACTED] in its quality as a public broadcaster.

He undertakes to proceed to all modifications asked in this frame by [REDACTED], in the measure that these modifications are compatible with the respect of the quote (to which THE CONTRACTOR remains in all hypothesis responsible), would not put in danger the planning of the production and under reserve of the moral rights of the authors.

**3.3** – The program charged with wanting to reflect the diversity of cultures, THE CONTRACTOR will assure, in liaison with [REDACTED], that the spirit of this obligation is respected in the execution of the present.

**3.4** – THE CONTRACTOR will keep [REDACTED] informed of the evolution of the production. He will immediately advise of any obstacle of nature that may stop the proper functioning of production and propose eventual solutions that would permit the continuation of production.

THE CONTRACTOR will inform, as soon as he will know and at the latest fifteen days before the beginning of production, of the dates and locations of the shooting of the program.

He will inform [REDACTED] fifteen days in advance of the dates of viewing of the elements of the program that are in production as well as the date in which the work copy before mixing should be viewed so that [REDACTED] may then provide their observations within a reasonable delay.

THE CONTRACTOR will undertake the action of deleting any excerpts during the viewing by the responsible of [REDACTED], that are identified as contrary to the dispositions of Article 12 or to the artistic characteristics convened between the parties for this program, subject to the moral right of its authors.

The expected date for the mixing must take into account the necessary delay to make eventual modifications.

**3.5** – After the date of the acceptance of the program, [REDACTED] reserves the right, with regards to the national society of programs, to eventually ask THE CONTRACTOR to delete or re-edit certain plans, subject to the only reserve of the moral right of the authors and to the fees of [REDACTED].

## **ARTICLE 4 : ACCOUNTABILITY OF PRODUCTION / AUDITING**

### **4.1 – Accountability of production**

THE CONTRACTOR is the only responsible in regards to [REDACTED] and the proper execution of the convention.

THE CONTRACTOR will hold an analytical accountability, separately identifying all relative operation costs relating to the production of the program. He will centralize and conserve all the documents and accounting documents and will be in measure to establish a link between these elements and their audited accounts or these elements filed with the Registrar of the District Court or with a tax administration.

[REDACTED] can, after the delivery of the broadcast copies below, give control of the account of the production by any attorney of its choice, bound by professional secrecy during the opening hours of the offices of THE CONTRACTOR and, this, under a reasonable notice of 30 days. If THE CONTRACTOR contests the results of this first audit, a second audit can be given by an attorney with no affiliation to [REDACTED], the choice then given in accordance by the parties.

When some elements of costs presented by THE CONTRACTOR are receipts given by corporations from the same group (such as parent companies, sister, affiliates et where the participation is detained by one of them), the amount must be justified in any relevant way by [REDACTED] or their attorney.

### **4.2 – COST ACCOUNTING**

[REDACTED] will not perceive any revenues related to the cost of the program in its original version and cannot ask for the delivery of the accounting costs.

However, a separate subsidiary distribution by separate agreement will include modalities of the rendering of accounts including costs that may be given.

### **4.3 – Confidentiality of information**

[REDACTED] is obligated, outside of any judicial procedure, to keep all documents and accounting documents relating to THE CONTRACTOR and the companies included in the audits given defined in Article 4.1 and 4.2 strictly confidential.

## **ARTICLE 5 : DEFINITION OF CEDED RIGHTS**

### **5-1 : BROADCASTING RIGHTS**

██████████ is the assignee of the exploitation rights (reproduction rights and representative rights) of the program as defined below, by the following social networks available to the public, for the linear and non-linear broadcast during the times and according to the modalities, most notably the exclusivity defined in Article C.1 and for the following regions.

Metropolitan France, the French overseas collectivities (Guyana, Martinique, Guadelupe, Saint Barthélemy, Saint Martin, Réunion Island, Mayotte, Saint Pierre and Miquelon, Wallis and Futuna, French Polynesia, New Caledonia), Andorra and Monaco, and, for the broadcasts on France 2 on a non-exclusive basis, to Tunisia.

#### **5-1-1 – Linear Broadcast**

By linear broadcast, we mean the exploitation by all methods of electronic communication of programs or shows on the basis of a program schedule destined to be received simultaneously by the public as a whole or by a segment of the public.

##### ***5-1-1-1 – TV broadcasting***

SUBJECT TO THE PROVISIONS OF ARTICLE C-1 AND PARTICULAR CONDITIONS, ██████████ HAS THE EXPLOITATION RIGHTS OF A FREE BROADCAST BY WAY OF SATELLITE OR TERRESTRIAL, IN ANALOG AND/OR DIGITAL AS WELL AS THE RERUN OF THE PROGRAM, IN TOTALITY OR IN PARTS, IN TELE BROADCASTING BY SATELLITE OR TERRESTRIAL IN DIGITAL MODE, BY SATELLITE AND BY CABLE OR ASSIMILATED BY ANY PROCESS (MMDS, ADSL...) BY THE INTERMEDIARY OF ENCRYPTED OR NON-ENCRYPTED SIGNALS AND/OR BY ANY OTHER UNKNOWN METHOD TO COME, WITH CONDITION THAT THESE BROADCASTING METHODS ARE SUBSTITUTED PURELY AND SIMPLY OR HAPPEN SIMULTANEOUSLY WITHOUT CHANGE WITH REGARDS TO THE TRANSMISSION SYSTEM BY TERRESTRIAL OR CONSTITUTE A TECHNICAL PROLONGATION OF THE ██████████ NETWORK, WHETHER THEY BE ACCESSIBLE INDIVIDUALLY OR IN THE FRAME OF A GLOBAL OFFER, TO THE DESTINATIONS BELOW.