PREAMBLE

This is a non-binding English translation and in case of dispute the original French version shall prevail.

France Médias Monde is a national programmes company with share capital of €3,487,560, entered in the Nanterre Trade and Companies Register under no. 501 524 029, whose head office is located at 80, rue Camille Desmoulins, 92130 Issy-les-Moulineaux, France, represented by its CEO Marie-Christine Saragosse, (hereinafter "FMM").

The main activity of FMM is producing and broadcasting, 24 hours a day, 7 days a week, mainly information programmes on the three main carriers, these being television (France 24), radio (Radio France Internationale (RFI), Monte Carlo Doualiya (MCD) and new media (France 24, RFI and MCD).

France 24 is a French international information channel 24 hours a day, which broadcasts in three languages: French, English and Arabic.

RFI is an international French news radio station broadcast in French and in 12 other languages (English, Cambodian, Chinese, Spanish, Hausa, Kiswahili, Persian, Portuguese and Brazilian Portuguese, Romanian, Russian and Vietnamese).

MCD is a general interest radio station broadcast in Arabic.

These General Terms and Conditions fix the terms and conditions of use of FMM's Content by Media Partners of France Médias Monde (hereinafter the "Partner(s)").

These General Terms and Conditions are published on the France Médias Monde platform accessible at http://www1.rfi.fr/radiospartenaires/, hereinafter the "Contract signature site". Only the version of the General Terms and Conditions published on the Contract signature site is valid. Any publication of the General Terms and Conditions on another medium is for information purposes only. Any amendments to the General Terms and Conditions are binding on the Partners from when they are put online.

The Contract is formed online on the Contract signature site. The Partner fills in an application form that is validated by FMM. FMM alone decides whether or not to enter into a contract with the Partner. FMM can decide independently not to follow up an application.

The application form, filled in with information on the Content, the technical means of access to the Content, the type of subscription, the broadcasting features and the Territory, validated online by France Médias Monde, is equivalent to the Special Terms and Conditions.

The Contract is formed from these General Terms and Conditions and the Special Terms and Conditions, hereinafter "the Contract». The Contract cancels and replaces any prior, written or verbal agreement with the same purpose, concluded by FMM and/or FMM's radio stations with the Partner.

ARTICLE 1: CONTRACTUAL DOCUMENTS

The documents forming the Contract are listed below in decreasing order of legal value:

- The Special Terms and Conditions;
- The General Terms and Conditions

If one and/or more provisions featured in any one of these documents contradict each other, the higher-ranking document will prevail.

If one and/or more provisions featured in a same ranking document contradict each other, the most recent document will prevail if this has been validated by both Parties.

The fact that a provision featured in a lower-ranking document is not expressly mentioned in the higher-ranking document cannot make the said provision lose its legal value.

ARTICLE 2: PURPOSE

FMM provides the Partners with which it has entered into a contract via the Contract signature site, certain Content in order that these Partners can broadcast this Content on their stations and/or websites in relation to their own programmes, under the conditions that are stated in the Special Terms and Conditions.

It involves a relay of live Content (by satellite and/or Internet) and/or a repeat of pre-recorded Content (via Ordispace and/or the Programme Bank), pursuant to the terms that are set out in article 4 of these General Terms and Conditions.
ARTICLE 3: DEFINITIONS

Broadcasting medium: means the different media on which the Partners will be authorised to broadcast Content. These media platforms are specified in the Special Terms and Conditions.

Content: means the radio programmes of RFI and/or MCD provided to the Partner pursuant to the provisions stipulated in the Special Terms and Conditions.

The Content provided to the Partners is:

- News (RFI, MCD): the Partners are authorised to use the latest news bulletin provided by FMM for a maximum period of 24 hours from the first broadcast on the RFI and/or MCD station. At the end of this period, the Partners agree to cease any use of the news programmes in question.

- Programmes (RFI): the Partners are authorised to use the programmes provided and identified as such by FMM, for a term of one year from the first broadcast of each programme concerned on the RFI station. At the end of this period, the Partners agree to cease any use of the programmes concerned. It is specified that for certain RFI programmes, the terms of use granted to the Partners herein can be different, pursuant to the specifications of Appendix 1.

- Programmes (MCD): the Partners are authorised to use the programmes provided and identified as such by FMM, for a period defined in Appendix 1. At the end of this period, the Partners agree to cease any use of the programmes concerned.

- Music compilations (RFI): the Partners are authorised to use the RFI/MCD music compilations provided by FMM, for a period of seven days from the date of the provision of these compilations by FMM. At the end of this period, the Partners agree to cease any use of the compilations.

- French language courses (RFI, MCD), hereinafter "French Courses": The French Courses are comprised of several episodes that form a series. All of the episodes comprising the series are an integral part of the other episodes. Consequently, a French Course must be broadcast in its entirety, by complying with the broadcasting schedule stated by RFI. The Partners are authorised to use the French Courses exclusively as part of a series, and this for a period of seven days from the first broadcast of the series concerned on the RFI station. At the end of this period, the Partners agree to cease any use of the series concerned.

It is specified that the terms of use set out above can be extended on a case-by-case basis by FMM and according to the type of Content provided to the Partners. These terms of use must then be fixed by FMM in the Special Terms and Conditions, and specify that exceptionally these depart from, exclusively for some specific and identified Content provided in this context, the terms stipulated in these General Terms and Conditions.

It is understood that broadcasts of sports competitions of any kind whatsoever are expressly excluded from the Content that the Partners are authorised to show. If such a broadcast features in the Content sent under the conditions of article 8 of these General Terms and Conditions, the Partner agrees not to show the said broadcast, and to plan a replacement programme if this is not provided by FMM.

It is understood that the category A radio stations broadcasting in Mainland France, are only authorised to broadcast the RFI news programme. Any other Content is expressly excluded from the broadcast for category A radio stations.

Any other use of the Content not stipulated herein is expressly excluded and prohibited by the Partners. In the event that the Partners want to continue to use certain Content beyond the aforementioned periods of use, the latter agree to meet with FMM in order to define all the conditions and terms of use of this Content in relation to a separate contract.

Contract: means these obligations of FMM and the Partner in relation to this collaboration. The Contract is comprised of the General Terms and Conditions and Special Terms and Conditions.

Contract signature site: means the portal accessible at http://www1.rfi.fr/radiospartenaires/, which enables FMM and the Partners to enter into contracts.

FMM radio stations: means either RFI, or MCD, or both.

General Terms and Conditions: means this document setting the terms and conditions of use of the Content by the Partners.

Ordispace: means the satellite system by which FMM puts the Content at the disposal of the Partners for a pre-recorded broadcast.

Partner: means the Media Partner having put forward an application on the Contract signature site and for which the application has been accepted by France Médias Monde for the relay or repeat of the Content in relation to its own programmes.

It is specified that the Partner radio stations broadcasting on the territory of Mainland France must without fail belong to the A category (non-commercial services) such as defined by the Conseil Supérieur de l'Audiovisuel (the French broadcast media regulator), to the exclusion of any other category. These radio stations can only benefit from the "Live Relay" type of subscription as defined in article 4.1. of these General Terms and Conditions. The radio stations concerned will be called "Category A radio stations".
Programme Bank: means the server through which France Médias Monde puts the Content at the disposal of the Partners for a pre-recorded broadcast. The Programme Bank also enables the Partners to retrieve the internet streams corresponding to the Content in order that the latter can be broadcast live.

Special Terms and Conditions: means the document filled in online by the Partner and FMM that specifies the details of the Partner, the Content used, the technical means of access to the Content, the type of subscription, the features of the broadcast and the Territory, etc.

Territory: means the territory(ies) and/or broadcasting zone(s) of the Partner stated in the Special Terms and Conditions.

ARTICLE 4: METHODS OF PROVIDING THE CONTENT

4.1 Under the Contract, FMM provides the Content to the Partner, for the partial relay or repeat of the Content, by one of the following means:

- for the partial relay of the live Content: the satellite or internet stream (hereinafter "the Live Relay"),
- for the partial repeat of the pre-recorded Content: the satellite via Ordispace (hereinafter "the Repeat by Ordispace") or via the Programme Bank (hereinafter called "the Repeat via the Programme Bank"). Pursuant to article 3 herein, it is specified that the Programme Bank also enables the internet streams corresponding to the Content to be retrieved for a live broadcast.

4.2 The specific provisions relating to each of the relay or repeat methods are an integral part of these General Terms and Conditions.

The methods of FMM providing the Content to the Partners are not the same according to whether it involves a "Live Relay", "Repeat by Ordispace" or a "Repeat via the Programme Bank".

- In the event of a "Live Relay", the methods of providing the Content are specified in article 8.1.

It is specified that in relation to this "Live Relay", the broadcasting of the Content by the Partner must be done in a simultaneous way to their terrestrial broadcast carried out by the FMM radio stations, without a change in Content, cuts or additions.

- In the event of a "Repeat by Ordispace", the methods of providing the Content are specified in article 8.2.

- In the event of a "Repeat via the Programme Bank", the provision methods are specified in article 8.3.

ARTICLE 5: INTELLECTUAL PROPERTY

FMM authorises the Partner to use the Content on the media platforms specified in the Special Terms and Conditions. To this end FMM assigns to the Partner on a non-exclusive basis the user rights to the Content, for the Territory and during the terms specified in article 3 herein, according to each type of Content relayed or repeated by the Partner, pursuant to the definitions given of this Content within the same article. It is specified that the terms of use stated run from the first broadcast to the RFI and/or MCD station. At the end of these periods, the Partners agree to no longer use the Content.

These assigned rights are:

- The right to reproduce or have a third party reproduce the Content on the media platforms and for the uses stipulated by the General Terms and Conditions and the Special Terms and Conditions.
- The right to represent, have a third party represent, distribute, have a third party distribute and more generally to communicate to the online public the Content on the media platforms and for the uses stipulated by the General Terms and Conditions and the Special Terms and Conditions.

To this end, FMM guarantees the Partner against any recourse, actions or third party claims.

Concerning the rights of third parties to certain Content not owned by FMM, the Partner guarantees FMM that it has obtained or will obtain the necessary authorisations from the competent collective management companies (and/or directly from the authors and/or artists and/or producers) and undertakes to be responsible for all of the declarations of rights to be made to these companies for use of the Content that it makes in relation to the Contract. The same applies for the archives of the RFI Content, for which the user rights belong to the INA. In this event the Partner undertakes to contact the INA in order to obtain the prior authorisation of the Institute for the required use of the archives of the Content in question.

Furthermore, the Partner agrees to be responsible for all of the declarations of rights to be made to the competent collective management companies, required for use it makes of the Content.

To this end, the Partner guarantees FMM against all recourse, actions and third party claims, costs and expenses, including any reasonable legal costs.

It is specified that the Content must be reproduced and represented in full, without modifications, cuts, additions, overlays, alterations, reductions or insertions.
The Partner cannot grant a sub-licence to a third party for use of the Content. All other rights or authorisations not stipulated by this Contract are expressly excluded.

It is specified that the Contract confers no rights on the Partner other than those expressly stipulated herein. The Content remains FMM’s fully-owned tangible and intangible property, and, to this end the Partner cannot take advantage of any intellectual property or other right.

ARTICLE 6: PARTNER’S OBLIGATIONS

6.1 The Partner agrees to comply with the national legislation applicable to the Territory for exercising its activity, and notably for the broadcasting of the Content, and guarantees to have obtained all the licences and authorisations required to this end. Notably, category A radio stations broadcasting on the territory of Mainland France must be regulated by the CSA and duly authorised to broadcast the Content.

The Partner agrees to report to FMM, as soon as possible, any change in the aforementioned licences and authorisations. Where applicable, FMM will have the option, solely at its discretion, to cancel the Contract, and this immediately and without this cancellation being able to give rise to any compensation for the Partner.

6.2 Pursuant to the provisions of article 5, as a broadcaster, the Partner notably agrees to be responsible for all of the declarations of rights concerning the Content that it broadcasts, with the collective management companies concerned, and to pay the corresponding rights pursuant to the applicable French legislation relating to copyrights and related rights.

The Partner guarantees FMM against any recourse in this respect.

6.3 Any change in the Partner’s articles of association, its shareholding or its management bodies must be notified to FMM beforehand. Where applicable, FMM will have the option, solely at its discretion, to cancel the Contract, and without this cancellation being able to give rise to any compensation for the Partner.

6.4 Pursuant to the provisions stipulated in article 5, the Partner agrees not to modify the Content, or interrupt or divide up its broadcast.

In particular, the Partner agrees to broadcast each French Course in its entirety and once only, by complying with the broadcast schedule stated by FMM in the Special Terms and Conditions. This obligation of the Partner is substantial. If the Partner does not comply with it the Contract will be terminated by FMM under the conditions of article 12 herein.

The Partner agrees not to link advertising, partnerships or sponsoring to the Content and to relay or repeat the Content as it is provided by FMM.

With the exception of making intermediary copies strictly necessary for broadcasting the Content, the Partner agrees not to store or copy the Content, on any medium whatsoever. In any case, intermediary copies must be deleted after the Partner has broadcast the Content in question.

6.5 The Partner agrees to name the FMM radio stations, as well as, where applicable, any third party partners when indicated, as a producer of the Content, and this at the start and end of each broadcast of the Content, as well as on all the Partner’s written and audio media stating and/or reproducing the Content.

The message will form a specific signal and will contain the following statement: “This programme has been produced by [Radio France Internationale and/or Monte Carlo Doualiya] [and name of any third party partner].”

During the broadcast of French Courses, the Partner agrees to show the following text at the start and end of each broadcast: “The course offered to you has been produced by RFI, the French international radio station.”

6.6 If it has a website, the Partner agrees to mention the FMM radio stations on it (by putting the logos of the FMM radio stations on the page of its website dedicated to broadcasting the Content) as well as this collaboration. When the internet user clicks on the said logo(s), the Partner agrees that he will be directed towards an HTML page with a short presentation of the FMM radio stations. This presentation will be provided by FMM to the Partner. This presentation page must itself include a link towards the websites of the FMM radio stations.

6.7 Pursuant to the provisions of article 10, the Partner authorises FMM to state its name, brand and/or logo on the websites of the FMM radio stations for its communication, promotion, internal and/or external advertising needs under this collaboration.

6.8 The Partner will pay to the authorities concerned all miscellaneous duties, taxes or charges due on the Territory for the performance of the Contract. The Partner guarantees FMM against any recourse in this respect.

ARTICLE 7: FMM’S OBLIGATIONS

7.1 FMM agrees, for each of the relay or repeat methods stated in 4.1 above, to put the Content at the Partner’s disposal under the conditions stipulated in the Contract.

7.2 FMM will have editorial responsibility for the Content and guarantees the Partner to this end, subject to the use of the said Content by the Partner pursuant to the Contract.

7.3 For the purposes of the performance by the Partner of its obligation stipulated in article 6.2 above, FMM will provide a file in PDF format for the Content enabling the declarations stated in the said article to be made.
7.4 FMM has sole editorial responsibility for what it broadcasts. To this end, FMM decides on the Content that it broadcasts. The Partner declares that it is fully informed that FMM, due to its company status of performing public service work, particularly with regard to providing information, can at any time modify, including in its volume, or cancel the Content provided to the Partner under the Contract, if an event of major importance connected to national or international news requires a change in its programme schedule. No financial compensation or compensation of another nature would be due by FMM to the Partner.

Following changes to the FMM radio stations schedule (and notably the modification and/or removal of all or part of the Content) or following a change in data transfer techniques, FMM will do its utmost to inform the Partners of the new version of the schedule. It is specified that for the Partners with access to the Programme Bank, the programme schedule will be updated automatically.

In no case can the aforementioned changes and/or developments incur the liability of FMM. Equally, FMM's liability cannot be incurred in the event of the temporary interruption of Content or interruption in its supply, whatever the cause. No financial compensation or compensation of another nature would be due by FMM in this case.

ARTICLE 8: METHODS OF TRANSFERRING THE CONTENT TO THE RADIO PARTNER

8.1 Specific provisions for the Live Relay by satellite and/or internet streams

FMM will provide the Partner with the Content by satellite transmission or by internet accessible at the URL address provided by FMM.

8.1.1 Live relay by satellite

In this case, the Partner will be solely responsible and at its own cost, for the relay of the unscrambled signal from the FMM radio stations with all of its components in order to ensure the transmission of the signal, its processing and its broadcast on the media platforms such as stipulated by the Special Terms and Conditions.

The broadcasting and transmission costs of the signals of the Content are charged to the Partner unless otherwise stipulated in the Special Terms and Conditions.

The Signals provided to the Partner will be compliant with the standards set out in the Special Terms and Conditions.

If the conditions for providing the signals are modified, FMM agrees to notify the Partner as soon as possible and to offer it alternative conditions ensuring the same quality of service, in such a way that the supply of the signal is not interrupted.

8.1.2 Live Relay by the supply of internet streams

In this event, FMM will provide at its cost and under its responsibility to the Partner, the internet streams that are to be integrated by the Partner on its servers, in view of use of the Content such as stipulated in the Contract.

Therefore, the Content will remain hosted on the Partner's servers during the period of use of the Content stipulated in the Contract.

The Partner can in no case communicate to a third party the URL streams provided by FMM and will ensure full compliance with this obligation by its employees, service providers and sub-contractors. Any breach in this respect may result in the immediate termination by FMM of the Contract at the exclusive fault of the Partner.

It is specified that, together with FMM sending the Content, data files (text and/or audio) from third parties can be sent to the Partner. It is understood that the Partner is solely responsible for the use of these files, in relation to agreements concluded with the said third parties, where applicable. In no case can FMM's liability be incurred to this end.

8.1.3 Provisions common to the Live Relay of the Content

Pursuant to the provisions of article 6, the Partner will be personally and solely responsible for obtaining and complying with all the authorisations that it requires to receive, transmit and broadcast the Content on the Territory.

8.2 Provisions common to the Pre-recorded Repeat via Ordispace

In relation to the repeat of the pre-recorded Content via Ordispace, FMM will provide the Partners who want it with a kit comprised of the Hardware specified in article 9 herein and under the conditions set out in this article.

FMM will provide the spatial capacity for the provision of the Content in relation to the pre-recorded repeat via Ordispace.

The delivery and installation conditions of the Hardware comprising the Ordispace kit are set out in article 9. The installation manual will be sent to the Partners at the same time as the delivery of the Hardware by FMM.

It is specified that the Partner must ensure the correct operation of the kit enabling it to receive the Content. FMM cannot be held liable in the event of the non-reception or poor reception of the Content related to non-compliant use of the kit.
8.3 Provisions specific to the Repeat via the Programme Bank

FMM will provide the Partner with an access code enabling it to access the pages dedicated to the Programme Bank on the www.rfi.fr website.

The Partner can in no case communicate to a third party this access code, and will ensure full compliance with this obligation by its employees, service providers and sub-contractors. Any breach in this respect may result in the immediate termination by FMM of the Contract at the exclusive fault of the Partner.

In this event, the Partner will be solely responsible for the repeat of the Content via the Programme Bank:

- either by the inclusion of links corresponding to the Content concerned and that are provided within the Programme Bank. These links will be incorporated by the Partner on its servers with a view to broadcasting the Content as stipulated by the Contract;

- or by downloading the files corresponding to the Content concerned within the Programme Bank. In this event, the Content will be stored on the Partners' servers for the user period of the Content that is defined according to each type of Content in article 3. It is specified that at the end of this period, the Partners agree to delete all of the Content hosted on their servers.

ARTICLE 9: HARDWARE

9.1 This article concerns the provision of Hardware by FMM to the Partner exclusively to enable the Repeat of the Content by Ordispace.

9.2 FMM can provide the Partner with the Hardware required to receive the Content when the pre-recorded Content is repeated by the Partner via Ordispace (hereinafter called the “Hardware”). It concerns the supply of the following Hardware:

- A modem
- A receiver with the Ordispace software
- A coaxial cable
- A receiver head (BUC and LNB)
- A satellite dish
- A computer screen
- A keyboard
- A mouse

9.3 FMM provides the Partner with the Hardware throughout the term of the Contract. The Hardware remains the exclusive property of FMM and cannot be sold or exchanged by the Partner. All of the Hardware will be returned immediately to FMM at the end of the Contract.

9.4 The Hardware is delivered and installed by FMM, at its cost and under its responsibility, on the Partner's request. Delivery of the Hardware by FMM takes place within a minimum period of three months from when the Contract is signed. FMM then has six months to finalise the onsite installation of the Hardware.

9.5 The Partner controls the reception of the Hardware, its installation and its custody throughout the term of the Contract. The Partner is responsible for all bodily injuries, damage to property or intangible loss, caused by the Hardware to a third party, to one of its employees or to one of its service providers throughout the term of the Contract. To this end, the Partner can in no case seek the liability of FMM, and guarantees FMM against any recourse, actions or claims that could be brought by any person in this respect.

9.6 Before any installation of the Hardware by FMM, the Partner agrees to carry out the following procedures beforehand, at its expense and solely under its responsibility:

- locate firm ground, in a clear space to the horizon and towards the east;
- acquire at its cost a galvanized steel aerial pole 75 mm in diameter and 1.5 m in length;
- ensure the provision of an aerial mast mounting pursuant to industry standards.

The Hardware can only be installed by FMM after these procedures have been established by the Partner.

9.7 In the event that the Hardware does not work, the Partner agrees to inform FMM immediately of any malfunctions. In this case, FMM will replace the defective Hardware identified by the Partner within a period of 30 days from the Partner notifying FMM of the malfunction. The Hardware will only be replaced by FMM if it has been used by the Partner in a way that is compliant with the instructions given by FMM. It is specified that if the Hardware malfunctions due to non-compliant use, the Hardware concerned will not be replaced and any repairs will be at its cost.

9.8 The Hardware is exclusively intended to receive the Content, and for its broadcast by the Partner under the conditions stipulated by the Contract, and cannot be used outside of this scope.

ARTICLE 10: USE OF THE PARTIES' TRADEMARKS

By express agreement between FMM and the Partner, the names, trademarks and logos of each party can be used by the other party throughout the term of the Contract, on the Territory and in the exclusive context of this collaboration.
Consequently, each party grants to the other, which accepts, the right to use its names, trademarks and logos under this Contract.

10.1 FMM authorises the Partner to use its “France Médias Monde”, “Radio France Internationale”, “RFI”, “Monte Carlo Doualiya” and “MCD” names, trademarks and logos, in full compliance with the standards and graphics charter sent by FMM, on any promotional, advertising or commercial medium of its choice, concerning any communication relating to this Contract and notably for identification of the Content.

10.2 The Partner authorises FMM to reproduce its names, trademarks and logos as specified within the Special Terms and Conditions, in full compliance with the standards and graphics charter sent by the Partner, on any promotional, advertising or commercial medium of its choice, concerning any communication relating to this Contract.

10.3 Before any broadcast the final corrected proofs must be sent without fail to each of the parties and be the subject of an express agreement.

In this respect, each party declares that it:

- holds all the property and/or user rights to its names, trademarks and logos;
- guarantees the other party of the peaceful enjoyment of the names, trademarks and logos in conformity with the rights that are strictly granted under this Contract.

ARTICLE 11: FINANCIAL CONDITIONS

The Contract is concluded free of charge. The authorisation to broadcast the Content and use the Hardware by the Partner is granted by FMM to the Partner free of charge.

ARTICLE 12: TERMINATION

In the event of the non-performance or poor performance of one of the Partner's contractual obligations such as defined in the Contract, FMM can terminate the Contract as of right and without compensation, after sending the Partner a registered letter with acknowledgement of receipt notifying the non-performed obligation(s) that has/have gone unheeded for a period of 15 days from its issue date, without prejudice to any damages which FMM could claim. The termination automatically takes effect without compensation at the end of the aforementioned period of 15 days.

ARTICLE 13: FORCE MAJEURE

13.1 A case of force majeure ("Force Majeure") is any event with the characteristics defined by the French case law of the Court of Cassation. In this case, the parties will no longer be responsible for the suspension or non-performance of their obligations and will not be liable to pay any indemnity towards the other party. However, the parties will do their utmost to maintain an even reduced performance of the Contract.

13.2 The occurrence of a force majeure event results in the immediate suspension of the performance of the Contract and obligates the party that cites it to immediately notify the other party by any means. The Contract can be terminated by either party by registered letter with acknowledgement of receipt sent to the other party if the force majeure event has not ended within a period of 30 days from its occurrence without any damages being due by either party.

ARTICLE 14: VALIDITY – TERM OF THE CONTRACT

14.1 The Contract commences from the acceptance and validation online by the Partner of the Special Terms and Conditions. It remains in force until 31 December of the year in progress and will be renewed tacitly for successive periods of one year unless terminated by registered letter with acknowledgement of receipt by either Party in return for a notice period of one (1) month.

14.2 Each Party can terminate the Contract at any time by sending the other Party a registered letter with acknowledgement of receipt. The Contract will end one month from receiving the registered letter.

ARTICLE 15: COOPERATION BETWEEN FMM AND THE PARTNER

FMM and the Partner agree to closely cooperate and to provide all the necessary care for the purposes of the proper performance hereof pursuant to the provisions of the Contract.

FMM and the Partner agree to mutually inform each other of any event likely to affect the proper performance of the Contract.

ARTICLE 16: INTUITU PERSONAE

The conditions of the Contract are drawn up intuitu personae between FMM and the Partner, and exclude any third parties and notably the present and/or future subsidiaries of the latter. The Contract cannot be the subject by either party of any transfer or direct or indirect, partial or total sub-agreement.
ARTICLE 17: CONFIDENTIALITY

FMM and the Partner agree to keep strictly confidential and consequently not to disclose to any third parties, the conditions of the Contract during its term and for two years after its termination.

This disclosure can only take place by written mutual agreement between FMM and the Partner and following the conditions that will also be defined by written mutual agreement between the latter, unless the said disclosure is required by the law or regulations or for the requirements of legal proceedings.

ARTICLE 18: INSURANCE

FMM and the Partner declare that they are insured for professional and operational civil liability with a reputed solvent insurance company to cover the injuries of any kind that their employees may suffer and/or damage to hardware or software incurred or caused in relation to the performance of the Contract.

ARTICLE 19: DISPUTES

This contract is governed by French law.

In the event of disputes relating to the validity, interpretation or performance of this Contract, the parties will do their utmost to find an amicable solution.

In the event that no amicable solution can be found within a period of 15 days from the notification of the dispute by registered letter with acknowledgement of receipt by one party to the other, the dispute can be referred to the Nanterre Courts (92), which have sole jurisdiction in the matter.
APPENDIX 1
Specific use of certain RFI programmes

Pursuant to article 3 of these General Terms and Conditions of Use, certain RFI programmes can only be used by the Partners for the following periods:

- “News” in French and in Languages: use for 24 hours from the first broadcast on the RFI station of the programme in question;
- “Chroniques” in French and in Languages: use for seven days from the first broadcast on the RFI station of the programme in question;
- “Tranches en langues”: use for 24 hours from the first broadcast on the RFI station of the programme in question;
- “Appels sur l’actualité”: use for 24 hours from the first broadcast on the RFI station of the programme in question;
- “Musiques du Monde”: use for seven days from the first broadcast on the RFI station of the programme in question;
- “La bande Passante”: use for seven days from the first broadcast on the RFI station of the programme in question;
- “Couleurs Tropicales”: use for seven days from the first broadcast on the RFI station of the programme in question;
- “L’épopée des Musiques Noires”: use for seven days from the first broadcast on the RFI station of the programme in question;
- “Danse des mots”: use for seven days from the first broadcast on the RFI station of the programme in question.
Use of the MCD Content

Pursuant to article 3 of these General Terms and Conditions of Use, the MCD Content can only be used by the Partners for the following periods:

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<thead>
<tr>
<th>Programme</th>
<th>Period of use from the first broadcast on the MCD station</th>
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<tr>
<td>Flash 3'</td>
<td>24 hours</td>
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<td>News at 4', 15' and 20'</td>
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<tr>
<td>Rappel des titres 1'</td>
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<tr>
<td>Agenda de la culture</td>
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<tr>
<td>Café Chaud 1</td>
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<td>Café Chaud 2</td>
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<td>Café Chaud 3</td>
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<td>Culture: le journal</td>
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<td>Décryptage matin</td>
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<td>Décryptage soir</td>
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<td>Direct Correspondant</td>
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At the end of this period, the Partners agree to cease any use of the programmes concerned.
APPENDIX 2
Use of French Courses

Some Partners wish to benefit from the “French Courses” that form part of the Content offered by FMM under these General Terms & Conditions and are provided by FMM as part of its activity. The purpose of this Appendix is therefore to describe the special terms & conditions under which Partners who wish to benefit may use these “French Courses”. It is made explicit that the French Courses are intended only for foreign Partners with no authorization to broadcast over French territory served by the CSA. Thus the French partners, in particular Category-A local radio stations, are expressly excluded from this authorization, under Article 2 of the General Terms & Conditions.

Article 1 Purpose of Appendix 2

The purpose of this Appendix is to supplement the provisions in the General Terms & Conditions, by defining more precisely the terms and conditions under which the “French Courses” may be used, and those under which FMM provides them to Partners who wish to broadcast them as part of their own schedule or from their dedicated Web sites.

The Partner publishes the radio service as described in the Special Terms & Conditions that the Partner is required to add, as defined in the conditions defined in the Preamble to the General Terms & Conditions.

Article 2 Intellectual property

The French Course comprises several episodes making up a series. Each episode in the series is indissociable from the other episodes. The French Course must therefore be broadcast in its entirety, at the broadcasting frequency indicated by RFI. The Partner is therefore authorized to use the French Course only in the context of a series, under the terms and conditions set out below.

It is made explicit that the French Course must be reproduced and presented in full, with no modifications, cuts, additions, superimpositions, alterations, reductions or insertions.

In this context, FMM authorizes the Partner to use the French Course on a non-exclusive basis, over the Territory defined in the Special Terms & Conditions, for a period of one year from the date the Partner downloads the French Course from the Programme Bank.

FMM thus assigns to the Partner, free of charge, the following exploitation rights:

- the right for the Partner to include the French Course in its schedule, with the intention of broadcasting it over its radio network or from its Web site, accessible at the address given in the Special Terms & Conditions;
- the right to present the French Course with the aim of broadcasting it over its radio network, and more generally the right to communicate the French Course to the on-line public from its Web site;
- the right to reproduce the French Course in order to broadcast it over its radio network and from its Web site.

These exploitation rights are assigned to the Partner free of charge and non-exclusively, for the Territory and period defined above.

FMM shall hold the Partner harmless from any resulting proceedings, actions or claims from third parties.

In addition, the Partner undertakes to take responsibility for all the necessary declarations to the appropriate collecting societies for the use that it makes of the French Courses under the terms of this document. FMM must authorize separately in advance any other use not provided in this document.

In this regard, the Partner shall hold FMM harmless from any proceedings, actions or claims from third parties, and any costs and expenses (including any reasonable legal costs).

The Partner may not grant a third party any sub-licence to use the French Course. All other rights and authorizations not provided in this document are specifically excluded.

It is made explicit that the Partner is given no rights other than those expressly provided in this document. FMM retains full ownership of the tangible and intangible rights to the French Course, and the Partner may not therefore invoke any intellectual property or other right.

It is made explicit that FMM reserves the right to ask the Partner to suspend, and thus immediately to stop broadcasting, the French Course over its network and from its Web site, if FMM considers that the Partner is using the Course in a way that does not comply with the provisions in this document and/or that damages the rights of FMM and/or those of a third party.

Article 3 Means used by FMM to supply the French Course

FMM supplies the Partner free of charge with everything it needs to broadcast the French Course, and the Partner undertakes systematically to employ what it receives when broadcasting the Course.
FMM makes the material available to the Partner via the Programme Bank, under the terms and conditions provided in Article 8.3 of the General Terms & Conditions.

The material will be available via the Programme Bank from the time the Contract is signed.

**Article 4 Undertakings by the Partner**

The Partner undertakes systematically to quote the following when broadcasting the French Course over its network: “A French course devised and produced by Radio France Internationale (RFI)”.

In addition, the Partner also undertakes to show on any written and/or visual material presenting the French Course, the name(s) of the actors concerned. FMM will send it the names before the broadcast (Original texts; Adaptation/translation; Original music; © RFI).

The Partner undertakes to show the same information on the page of its Web site from which the French Course will be broadcast. It also undertakes to install a click-on link on the page (click-on RFI Savoirs logo) directing surfers to the RFI Savoirs web page from which the French Course is accessible.

The Partner also undertakes to make all the declarations for the rights relating to its own use of the Course, in compliance with the provisions in Article 2 of this document.

**Article 5 Use of brand names**

Under the provisions in Article 10 of the General Terms & Conditions, FMM and the Partner each authorize the other to use its brand names and/or logos, non-exclusively and only in the context of this document and for the term of the Contract. This authorization extends under the same Terms & Conditions to the Partner’s use of the RFI Savoirs brand.

It is made explicit that their brand names and/or logos remain the exclusive property of each Party.

**Article 8 Contacts**

*France Médias Monde - RFI - French language service*

Mme. Lidwien van Dixhoorn  
80, rue Camille Desmoulins  
92130 Issy-Les-Moulineaux  
France  
Tel: +33 01 84 22 73 84  
e-mail: lidwien.van-dixhoorn@rfi.fr

**Article 9 Miscellaneous**

All the provisions in the General Terms & Conditions apply to and may be invoked against the Partner, who undertakes to comply with them.