

## Country Schedule – France

### 1. **About this Country Schedule**

*This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.*

### 2. **Governing Law and Dispute Resolution**

*The Agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by and construed in accordance with French law. Any dispute arising out of this Agreement or any such matters shall be submitted to the jurisdiction of the Bâtonnier de l'Ordre des Avocats des Hauts-de-Seine (Head of the Hauts-de-Seine Bar).*

### 3. **Other Adjustments Required by Local Law**

3.1. **Due diligence and reporting.** *Legislation on money laundering and terrorist financing places French lawyers under a legal duty in certain circumstances to disclose information to their Bâtonnier (the head of their local bar). If, while Vialto is acting for Client, it becomes necessary to make a money laundering disclosure, the legislation prohibits Vialto from informing Client that such a disclosure has been made. The legislation also imposes certain due diligence obligations which may lead Vialto to request from Client periodic information about Client and, when applicable, the beneficial owner.*

3.2. *The EU Mandatory Disclosure Rules introduced pursuant to EU Directive 2018/822 of 25 May 2018, as implemented into local laws, may require Vialto to report details of certain arrangements entered into by Client to a tax authority in the EU. To be reportable, the arrangement must be cross-border, involving an EU Member State, and have certain hallmarks. Vialto will liaise with Client if Vialto considers the rules apply to Client's matter. **Insider lists and inside information.** In accordance with the Market Abuse Regulation, Vialto will draw up and maintain a list of persons at Vialto who both act for Client and have access to inside information about Client in relation to a matter, provided that Client informs Vialto when particular information Client gives us access to is inside information and when it ceases to be inside information. Vialto will provide Client a copy of the insider list upon request and Vialto will keep the list for five years from the date it was drawn up or updated.*

*Client acknowledges that Vialto is authorized to disclose the insider list to the Autorité des Marchés Financiers and any other regulatory body in France, which may request such information. Client also acknowledges that Vialto has no obligation to notify Client of Vialto's compliance with any such regulatory request.*

3.3. **Conflicts of interests.** *French attorneys are obliged to comply with strict rules aimed at preventing conflicts of interest. Vialto's performance of services for other clients whose interests may conflict with Client's or its affiliates' shall comply with the national regulations for lawyers (Règlement Intérieur National de la profession d'avocat).*

3.4. **French lawyers' fees.** *Under France's national regulations for lawyers (Règlement Intérieur National de la profession d'avocat), French lawyers are prohibited from sharing fees in any form with natural or legal persons*

who are not lawyers. If the Vialto Signatory is not Vialto's French entity, but Vialto's French entity intervenes on Client's matter, fees relating to the work performed by Vialto's French entity will be billed separately.

- 3.5. **Fees.** In accordance with article 441-10 II of French Commercial Code, any late payment will automatically result in the billing of late payment penalties at 3 times the legal interest rate and a lump sum of 40 euros as a compensation for recovery costs.
- 3.6. **Intellectual Property Rights.** The ownership of the intellectual property rights in the Deliverables by Client, as stated in the Agreement, shall be limited to the intellectual property rights in the Deliverables identified as "Client materials" in the Agreement. The intellectual property rights so assigned shall be as and when client materials are paid for, on a worldwide and exclusive basis and for the entire duration of the protection period of client materials as such period is provided for under applicable law, and, pursuant to article L131-3 of the French Intellectual Property Code, shall by default include the following rights, to the exclusion of any other rights:
1. *Reproduction rights: the right to reproduce client materials as they are on any known or hitherto unknown current or future media;*
  2. *Adaptation rights: the right to adapt, translate, arrange, touch up, cut and/or modify client materials, in full or in part, to assemble them or include them in any other intellectual service or production, in any form and by any means on any known or hitherto unknown current or future media, under Client's sole responsibility and provided Vialto's name, logo or other distinctive sign, if any, has first been removed from client materials;*
  3. *Representation rights: the representation and distribution rights under Client's sole responsibility and, in general, the right to use all or part of client materials for its own internal purposes.*

*Client may make copies of the Deliverables not identified as Client materials for its own internal purposes.*