

## 1. PRESENTATION

On the occasion of its 90<sup>th</sup> anniversary, Publicis Groupe SA, a company incorporated under French law whose principal place of business is at 133 avenue des Champs-Élysées, 75008 Paris, France ("**Publicis**") would like to celebrate the event by launching a new global venture initiative to foster the creation and development of start-ups (the "**Publicis90 Initiative**").

Publicis is committed to encouraging sustainable value creation through imaginative ideas. Inspiring talented entrepreneurs to do great things has been at the heart of its success.

For the chance of being awarded Funding (as defined in section 8 below) by Publicis (or one of its subsidiaries), Participants (as defined in section 4 below) are invited to present projects in the digital or digital transition business (individually, a "**Project**") fulfilling the following criteria: (i) innovation and creativity, (ii) potential of transformation, (iii) scalability, (iv) existence of viable business model and (v) seriousness of answers (together the "**Selecting Criteria**").

The Publicis90 Initiative is based on the knowledge, skills and talents of the Participants. The Publicis90 Initiative does not therefore depend on luck or chance and any law or regulation relating to gambling, lotteries, gaming for money or similar contests is not applicable to this Publicis90 Initiative.

## 2. PURPOSE

By submitting an Application (as defined in section 5 below) to the Publicis90 Initiative, each Participant is deemed to have read, understood and agreed to the official rules set out herein (the "**Rules**") which exclusively govern the terms and conditions applicable to the Publicis90 Initiative. The Rules form a binding legal agreement between a Participant and Publicis.

The Rules are available and can be downloaded at any time at: [www.publicis90.com](http://www.publicis90.com) or [www.publicis90.en.agorize.com](http://www.publicis90.en.agorize.com).

## 3. PUBLICIS90 INITIATIVE CALENDAR

The calendar of the Publicis90 Initiative will be made available at [publicis90.en.agorize.com](http://publicis90.en.agorize.com) and is hereby incorporated by reference in the Rules.

## 4. PARTICIPANTS

Existing Start-ups, Publicis Employees and other individuals including Students (as defined below in section 4) can participate in the Publicis90 Initiative if they comply with the conditions set out below (the "**Participants**").

### 4.1 Existing Start-ups

Any start-up company which fulfils the following conditions (a "**Start-Up**") may submit an Application:

- it is incorporated in the form of a limited liability company (in respect of the exposure of its shareholders) in a country listed in Annex 1 to the Rules;
- it has been incorporated for no more than 5 years on the date of submission of the Application;
- it generates annual revenues of less than EUR 10 million;
- its activity is in the digital business or in the digital transition business; and
- its managers are fully dedicated to the management and development of the company.

The Application must be submitted by a duly empowered officer of the Start-up company.

### 4.2 Individuals

One individual shall only be allowed to submit one Application (i.e. one Project). Submitting more than one Project, either directly or through a start-up company, will result in the rejection of all Projects submitted by the same individual.

#### 4.2.1 Individuals (other than Students or Publicis Employees)

Publicis wishes to encourage any talented individual and therefore warmly encourages any individual with a promising Project to participate if:

- the individual is of legal age of majority pursuant to the law of his/her country of residence;

- the conditions of employment of the individual or the laws applicable to his/her employment contract do not prohibit or restrict his/her participation in the Publicis90 Initiative or he/she being a Selected Participant and receiving the Funding in compliance with the terms and conditions of these Rules; and
- the Project is in the digital business or in the digital transition business and is to be implemented in a country listed in Annex 1 to the Rules.

#### 4.2.2 Students

Publicis wishes to encourage talented future entrepreneurs and therefore warmly encourages students with a promising Project to participate if they fulfil the following conditions (the "**Student**"):

- the student is of legal age of majority pursuant to the law of his/her country of residence;
- the student is actively enrolled as a student at an accredited educational institution that grants college/university (or equivalent) degrees at any time between 18 January 2015 and 31 December 2016;
- the conditions of his/her enrolment do not prohibit or restrict his/her participation in the Publicis90 Initiative or he/she being a Selected Participant and receiving the Funding in compliance with the terms and conditions of these Rules; and
- the Project is in the digital business or in the digital transition business and is to be implemented in a country listed in Annex 1 to the Rules.

#### 4.2.3 Publicis Employees

Publicis also wishes to open the Publicis90 Initiative to its own employees from its offices, divisions or branches of the group (the "**Publicis Employees**") as long as<sup>1</sup>:

- the Publicis employee has an employment agreement at the time of submitting their Application which has been entered into with a company of the Publicis Group incorporated in a country listed in Annex 1 to the Rules and has not given or been given notice of termination or has not been subject to a disciplinary action prior to the Celebration; and
- the Project submitted by the Publicis employee relates to Publicis' current business activities (e.g. marketing, communication, adtech, social media, web design, big data, analytics etc) and is to be implemented in a country listed in Annex 1 to the Rules.

In deciding to participate in the Publicis90 Initiative, Publicis Employees acknowledge that they are required to continue to comply with the terms of their employment during the Publicis90 Initiative and in particular that they are not entitled to work on their Project during normal working hours or to use the resources of their employer without the prior express consent of his or her direct superior. In addition, Publicis Employees undertake not to (directly or indirectly) use Publicis' confidential information or proprietary rights for the purpose of participating in the Publicis90 Initiative.

If the Publicis Employee has already formed a start-up company, he/she shall only be eligible to participate if he/she submits an Application under this section 4.2.3 and not under any other sub-section 4.

#### 4.2.4 Excluded Participants

The following individuals are expressly excluded from participating: (i) the members of the management board of Publicis ("*membres du Directoire*"), (ii) the members of the supervisory board of Publicis ("*membres du conseil de surveillance*"), (iii) the members of the P12 executive committee of Publicis, (iv) the members of the Publicis Brands or Agencies executive committees, (v) the members the Regional and Global Panels (as defined below in sections 6.3 and 7.2 below), (vi) any entities controlled or managed by them and (vii) any of their relatives (spouses, partners, children, siblings, parents and any relatives or persons residing permanently with them).

## 5. SUBMITTING AN APPLICATION

To submit an Application, Participants need to visit the site [www.publicis90.com](http://www.publicis90.com) and click on the "Submit an Application" button. In this way they will access the Publicis90 Initiative site managed by Agorize, a company incorporated under French law whose principal place of business is at 34 rue du Faubourg Saint-Antoine, 75012 Paris, France (the "**Publicis90 Initiative Site**") and will be able to register by following the instructions to create a personal account (protected by a personal password) which will give them access to a personal space. For more details on the minimum information to provide for the Application refer to [publicis90.en.agorize.com](http://publicis90.en.agorize.com) (incorporated by reference in the Rules).

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<sup>1</sup> For the avoidance of doubt, independent contractors, temporary employees, secondees or interns of Publicis are not eligible.

Once the creation of the personal account has been confirmed (with the Participant's email address), the Participant will be able to access the personal space at any time to submit the necessary materials for participating in the 1<sup>st</sup> Round, and if selected, participating in the 2<sup>nd</sup> Round of the Publicis90 Initiative, all the information and documents communicated being referred to as the "**Application**".

Each Participant shall be responsible for the information and materials submitted on their personal space and shall have priorly obtained any and all consents, approvals, licenses or rights required for the Participant to submit the Application.

The Application and all related information and materials will need to be provided in writing and in English.

Except as otherwise stated in the Rules, all expenses incurred by the Participants in submitting an Application and more generally participating in the Publicis90 Initiative shall be exclusively borne by the Participants.

## 6. 1<sup>ST</sup> ROUND SELECTION

### 6.1 Information and materials provided for the 1<sup>st</sup> Round

The Participants will be able to upload materials for the 1<sup>st</sup> Round until 11.59 pm (GMT+1) on the date indicated in the calendar made available at [publicis90.en.agorize.com](http://publicis90.en.agorize.com).

The Participants will be asked to fill out and submit online on their personal space:

- a detailed questionnaire; and
- an executive summary which presents the objectives, the key features and benefits of the Project.

For more details on the information to provide for the 1<sup>st</sup> Round refer to [publicis90.en.agorize.com](http://publicis90.en.agorize.com) (incorporated by reference in the Rules).

### 6.2 Pre-selection process of the 1<sup>st</sup> Round

Before a Participant's Application is submitted to the 1<sup>st</sup> Round's selection, Publicis will perform a pre-selection based on the Selecting Criteria detailed in section 1 above and may also reject any Application pursuant to the provisions of section 9 below.

### 6.3 Selection process of the 1<sup>st</sup> Round

Once pre-selected, the Projects will be examined by the employees of Publicis worldwide and by regional juries (the "**Regional Panels**") through an electronic voting process on a secured platform.

The members of each Regional Panel will be chosen by Publicis among its top executives and managers for their experience and expertise in the digital business in the following four regions: France, Europe/the Middle-East/Africa (EMEA excluding France), Asia Pacific (APAC), and Americas.

The Projects will be presented for voting to the Publicis employees and the members of the Regional Panels in the region of residence of the Participants. For example, a Project submitted by an individual from Americas will be voted upon by Publicis employees and members of the Regional Panel from the Americas region.

Participants are not allowed to solicit votes by any means, including through emails, telephone, social networks or by creating or using blogs or websites. Participants are not allowed to vote for their own Projects.

The Projects will be assessed on the basis of the executive summary submitted online.

The best Projects of the 1<sup>st</sup> Round will be selected as follows:

- **Vote by the Publicis employees:** during 10 days, Publicis employees will be able to "like" all the Projects that they find the most promising based on the Selecting Criteria detailed in section 1 above;
- **Vote by the members of Regional Panels:** during 1 month the members of the Regional Panels will grade all Projects by allocating one, two, three, four or five "stars" for each of the Selecting Criteria, and will also be able to "like" the 10 Projects that they find the most promising.

At the closing of the voting periods, Publicis will establish a ranking of the Projects depending on the number of "likes" obtained from the Publicis employees and on the number of "stars" and "likes" obtained from the members of the Regional Panels. Up to 270 Projects will be selected for the 2<sup>nd</sup> Round.

In the unlikely event of a tie, the tie will be broken by Publicis based on the Selecting Criteria detailed in section 1 above.

In addition, Publicis may, based on the Selecting Criteria detailed in section 1 above, select a Project for the 2<sup>nd</sup> Round, regardless of the fact that such Project is not ranked in the top 270 Projects pursuant to the votes of the Publicis employees.

## 7. 2<sup>ND</sup> ROUND SELECTION

### 7.1 Information and materials provided for the 2<sup>nd</sup> Round

The Participants selected for the 2<sup>nd</sup> Round will be invited by email to submit on their personal space online:

- a detailed business plan;
- a video of up to 2 minutes in English presenting the Project; and
- additional documents relating to the Participants/Start-ups (the "**2<sup>nd</sup> Round Application**").

For more details on the information to provide for the 2<sup>nd</sup> Round refer to [publicis90.en.agorize.com](http://publicis90.en.agorize.com) (incorporated by reference in the Rules).

Publicis Employees will need to obtain and provide the express written authorization of their direct line manager at Publicis to participate in the 2<sup>nd</sup> Round.

### 7.2 Selection process of the 2<sup>nd</sup> Round

The 2<sup>nd</sup> Round Applications will be submitted to a final global jury (the "**Global Panel**"). The members of the Global Panel will evaluate each 2<sup>nd</sup> Round Application based on the Selecting Criteria detailed in section 1 above.

The members of the Global Panel will be chosen by Publicis among its top executives and managers, partners or clients for their experience and expertise in the digital business or related business.

As part of the selection process, the Global Panel may invite Participants to physical or videoconference meetings (all expenses incurred for these purposes being exclusively borne by the Participants unless otherwise agreed with Publicis).

The Global Panel will elect up to 90 Projects as Selected Participants (as defined below in section 8).

## 8. FUNDING FOR THE SELECTED PARTICIPANTS

The identity of the selected participants to the Publicis90 Initiative (the "**Selected Participants**") will be publicly announced during a major start-up networking event held in Paris in June 2016, Viva Technology Paris, organised by Publicis (the "**Celebration**").

Publicis may, in preparation of the Celebration, request additional information and contributions from the Selected Participants. The Selected Participants undertake to provide such additional information and attend the Celebration for the announcements of the results of the Publicis90 Initiative.

Publicis (or any of its subsidiaries) will arrange for the travel and housing expenses of each Selected Participant to attend the Celebration in Paris.

Each Selected Participant will be awarded:

- **An invitation to Viva Technology during which the Celebration will take place;**
- **Funding by Publicis (or by any of its subsidiaries)** (see below) (the "**Funding**"); and
- **Mentoring for one year by a Publicis manager.**

By submitting an Application, the Participants understand that they will not receive any compensation other than what is described in the Rules for the Selected Participants. The Participant expressly acknowledges that there is no offer or contract of employment, contract for services and no fiduciary, agency or other relationship or implied contract being established by the Participant's involvement in the Publicis90 Initiative.

The Funding are personally granted to the Selected Participants (and future start-up) and cannot be assigned to any person.

Publicis (or any of its subsidiaries) may carry legal due diligence prior to or after the Celebration, and reserves the right to refuse to fund a Project if the due diligence review is unsatisfactory.

### 8.1 Funding offered to Start-ups, Students and individuals (other than Publicis Employees)

The amount of the Funding of a Project will depend on the maturity of the Project and will vary between EUR 10,000 and EUR 200,000, and one Selected Participant may receive up to EUR 500,000, in the form of convertible bonds (or equivalent instruments) the main features of which are further described in [Annex 2](#).

The exact amount of the Funding will be decided by Publicis, on a discretionary basis. The Participant is free to refuse the Funding proposed by Publicis, in which case Publicis shall not be required to propose any mentoring or offer an invitation to the Viva Technology Paris event or the Celebration.

The Funding is stated in Euros, but may actually be awarded in the official currency of the country in which the Project is to be implemented based on the exchange rate of the European Central Bank applicable two working days prior to the date the Funding is made.

The Funding will be made available by Publicis (or any of its subsidiaries) before the end of the year 2016, provided that any start-up that does not already exist shall be incorporated in the form of a limited liability company by the individuals and Student(s) by the end of 2016, at the Participant's costs, in a country listed in Annex 1 to the Rules.

Publicis shall act as an investor only and shall not be involved in the management of the start-up.

By accepting the Funding proposed by Publicis, the Selected Participants, as sole and exclusive owner of all intellectual property rights over the Project (including *vis à vis* a present or former employer), undertake to assign their intellectual property rights and filings to the new start-up (if the start-up is not already the owner of such rights) and agree to such assignment in consideration for the investment made by Publicis (or any of its subsidiaries). As far as copyright is concerned, the transfer of rights will cover the whole duration of copyright and the entire world and will include all of the author's rights and notably the performance right, the reproduction right and, more generally all the rights necessary for the new start-up to freely exploit, complete and develop the Project. The Selected Participants, prior to receiving the Funding, agree to sign all such agreements and documents and do all such things as may be required for perfecting the assignments described above.

## 8.2 Support offered to Publicis Employees

If a Publicis Employee is selected as a Selected Participant of the Publicis90 Initiative, he/she will be awarded the opportunity for a period of up to 6 months to dedicate 100% of his/her working time to the Project (the "**Kick-off Period**"). During such period, subject to applicable law, the Publicis Employee will be on authorized paid absence and shall continue to be paid his/her salary (and receive any other benefits in kind of his/her employment and shall continue to accrue continuity of employment).

By accepting the support proposed by Publicis, the Selected Participant agrees to assign to Publicis (or any of its subsidiaries) in consideration for the support offered by Publicis:

- all their intellectual property rights and filings over the Project created up until the Celebration, and
- all the intellectual property rights and filings that the Selected Participant would be creating in relation to the Project after the Celebration during the Kick-off Period (including any improvements to the above-rights).

Around the date of the Celebration, the Selected Participant agrees to sign all such agreements and documents and do all such things as may be required for perfecting the assignment of such intellectual property rights and filings to Publicis (or any of its subsidiaries). As far as copyright is concerned, the transfer of rights will cover the whole duration of copyright and the entire world and will include all of the author's rights and notably the performance right, the reproduction right and, more generally all the rights necessary for the new start-up to freely exploit, complete and develop the Project.

At the end of the Kick-Off Period, Publicis may, in its absolute discretion, choose to further support the Project by incorporating a start-up company dedicated to the Project. In this case, the Selected Participant may choose to continue working full time on the Project and will be offered to hold up to 20% of the share capital of the new incorporated start-up company.

Consequently, at the end of the Kick-off Period, the Selected Participant may choose to:

- return to his/her employment (or a similar position) at Publicis (on the terms applicable immediately prior to the Kick-off Period); or
- continue with the newly incorporated start-up company to work full time on the Project (without payment of any termination indemnities or notice, receiving only accrued outstanding holiday entitlement, subject to applicable law).

In the event that Publicis decides not to further support the Project at the end of the Kick-off Period, the intellectual property rights and filings relating to the Project assigned by the Selected Participant to Publicis at the time of the Celebration shall be reassigned to the Selected Participant, who may decide to pursue his/her project independently.

## 9. APPLICATION REJECTION

Publicis may, in its absolute discretion, reject any Application, Participant or Project from the Publicis90 Initiative, at any time (including after the Celebration), if any of the Participants (or if Publicis has reason to believe that a Participant):

- has provided an Application that is incomplete or illegible;

- has provided false or inaccurate information in the Application, whether it is provided knowingly or by negligence;
- has breached the Rules;
- has submitted an Application which:
  - contains copyrighted materials owned by others or contains materials embodying the names, likenesses, voices or other indicia identifying any person (other than family members or members of the community who have given consent) including without limitation, celebrities or other public or private figures, living or dead;
  - contains offensive, threatening, violent, defamatory, discriminatory, inappropriate, indecent, sexual, profane, tortious or political content in any way; or
  - promotes hatred or harm against a group or person or otherwise does not comply with the spirit of the Publicis90 Initiative;
- has attempted to undermine the Publicis90 Initiative by cheating, deception, or other unfair practices;
- has abused, threaten or harassed any other Participant, Publicis, or Publicis' Employees or any members of the Regional Panels or Global Panel; or
- is subject to insolvency proceedings, has entered into an arrangement with creditors, has suspended business activities, or finds itself in any situation arising from a similar procedure provided for by law that affects its ability to continue doing business.

Publicis may, in its absolute discretion, reject any Application, Participant or Project from the Publicis90 Initiative and not provide the Funding if it believes in its sole discretion that supporting the Project or the Participant or granting the Funding would violate any laws or regulations applicable to it (including the EU and US sanctions legislation) or would expose Publicis to any legal, financial or reputational risk.

#### 10. RIGHT TO CANCEL AND MODIFY PUBLICIS90 INITIATIVE

Publicis reserves the right at its sole discretion and at any time to cancel, terminate, modify or suspend the Publicis90 Initiative.

There is no obligation for Publicis to select Projects and therefore Publicis does not provide any guarantee as to the outcome of the Publicis90 Initiative. It reserves the right not to grant the Funding to the Selected Participants or to modify the Funding as it sees fit.

#### 11. CONFIDENTIAL INFORMATION

The Participants should expressly specify in their Application the information that should be considered confidential so that it is exclusively disclosed to the members of the Global Panel and their advisors and experts (the "**Confidential Information**").

Publicis will use its reasonable endeavours so as to ensure that the individuals designated by Publicis in charge of the organisation of the Publicis90 Initiative and in particular the members of the Global Panel (the "**Confidential Information Recipient**"), use the Confidential Information solely for the purposes of this Publicis90 Initiative, protect the Confidential Information and do not to disclose the Confidential Information to any other person who does not have the right to access to it without the prior approval of the Participant.

The Participants shall not be able to request that the entire Application be kept confidential. In particular, the information provided in the executive summary submitted for the purpose of the 1<sup>st</sup> Round shall not be deemed confidential as it will be posted on a website to which all Publicis employees and members of the Regional Panels will have access in order to vote on the Projects. Publicis shall not be responsible for any unauthorized use or access to this website.

With the exception of personal data as defined below, information is not considered as confidential if:

- the Participant has expressly agreed to its communication (including in accepting the Rules);
- it is in the public domain;
- it is already held by the Confidential Information Recipients before the Participant's Application; or
- it has been lawfully acquired from a third party authorised to transfer or disclose it.

Publicis (or any of its subsidiaries) shall not be held liable for any consequences or damages of any kind arising from a breach of this section.

## 12. COMMUNICATION

By agreeing to participate in the Publicis90 Initiative, the Participant expressly authorizes Publicis, without additional compensation, to use, publish or communicate (regardless of the support used):

- the name of the start-up, the name and photos of the Participant (and, as the case may be, the main team members of the Project);
- the name and main features of the Project provided in the Application;

for promotional purposes, prior to or at the Celebration including in connection with announcing the results of the Publicis90 Initiative.

If deemed necessary, the Participant in participating to the Publicis90 Initiative agrees to sign any necessary documentation that may be required for Publicis to use, publish or communicate in all media the content of its Application for the purposes of promoting (i) the Publicis90 Initiative, (ii) the Celebration, (iii) Publicis' support to the Participant's Project (if selected as a Selected Participant).

## 13. PERSONAL DATA COLLECTION

### 13.1 Principle

Participation in the Publicis90 Initiative requires the submission of personal data relating, in particular, to the identity of the Participants (including names, mailing and correspondence addresses, phone numbers, photos, CVs etc.). Personal data must be processed in compliance with Directive 95/46 of the European Parliament and of the Council dated 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data. Pursuant to the French Act on Data Protection n°78-12, the processing of personal data in the context of the Publicis90 Initiative has been filed with the French Data protection authority (CNIL). By submitting an Application, the Participant expressly consents to such data collection.

The Participant retains the right, at all times:

- to disagree to the collection of personal data;
- to access, review or rectify any personal data collected in connection with the Publicis90 Initiative by accessing its personal space on: [publicis90.en.agorize.com](http://publicis90.en.agorize.com); and
- to delete any personal data collected in connection with the Publicis90 Initiative by sending a request by registered letter with acknowledgment of receipt to Agorize, 34 rue du Faubourg Saint-Antoine, 75012 Paris, France.

Unless marked as optional, if the Participant disagrees to provide or asks for the deletion of the personal data, this may result in an exclusion from the Publicis90 Initiative. Data relating to unsuccessful Participants will be deleted one year after the Celebration. Data relating to successful Participants will be retained for the whole duration of the business relationship between Publicis (or any of its subsidiaries) and the Participant.

### 13.2 Purpose and recipients

The collection and processing of such personal data will be used for the purposes of the Publicis90 Initiative, and, in particular:

- to verify that the Participant is eligible to participate in the Publicis90 Initiative and complies with the Rules;
- to communicate with the Participant; and
- to promote the Publicis90 Initiative, the Celebration and/or, as the case may be, Publicis' support of the Project in compliance with section 12.

The recipients of the data are specifically designated employees of Publicis and the members of the Regional Panels and Global Panel, Agorize being a subcontractor of Publicis for the purpose of the collection of such data in the context of the Publicis90 Initiative. Publicis shall not be held liable for any use of the personal data collected within the context of the Publicis90 Initiative which would be made by Agorize beyond the purposes hereof.

## 14. INTELLECTUAL PROPERTY RIGHTS

### 14.1 Representations and warranties

The Participant represents and warrants that:

- the Project is its own original work and that it did not involve the participation or assistance of subcontractors, suppliers or any third party;
- the Project is not subject to co-ownership;
- the Project does not infringe any third party's rights, notably any intellectual property rights (including Publicis' rights or his/her employer's rights) and does not otherwise violate any applicable law;
- the Project does not contain any confidential or proprietary information that the Participant is not authorized to use or disclose;
- he or she is the sole and exclusive owner of all intellectual property rights over the Project (including *vis à vis* a present or former employer) is free to assign its intellectual property rights and filings to Publicis (or any of its subsidiaries) or a new start-up to be incorporated and agrees to such assignment in consideration for the comprehensive deal made by Publicis (or any of its subsidiaries) referred to in section 8;
- he or she has taken all necessary steps so as to preserve the confidentiality/secretcy of any inventions and to protect the intellectual property rights that he or she holds over the Project, including proceeding with the necessary trade mark, copyright (*enveloppe Soleau*), domain names, corporate names and patent filings with the relevant offices, ensuring constant and effective protection of domain names, corporate names, designs, software, know-how and other rights by engaging in any proceedings that may be necessary;
- no employee, former employee, officer, contractual partner or consultant of the Start-up is entitled to claim any right over, or any compensation in respect of, any of the intellectual property rights relating to the Project; and
- should the Project contain third-party elements governed by an open source licence, it has taken all necessary steps to ensure (i) that the modalities of inclusion of such elements in the Project are compliant with the terms and conditions of such Open Source licence, (ii) that such inclusion does not affect the ownership of the intellectual property rights pertaining to the Project original work (in particular in case of inclusion of elements governed by a "viral" or "copyleft" open source licence), (iii) that such inclusion does not affect the ability of the Participant to maintain the confidentiality of the Project original work, (iv) that any formal description of the intellectual property rights pertaining to the Project by the Participant contains a clear and detailed indication of the inclusion of such elements.

Where the Participant is the legal representative of a Start-up, he or she is deemed to provide the warranty in the name and on behalf of the Start-up.

### 14.2 Publicis intellectual property

Participants may not:

- use or reproduce in any manner whatsoever Publicis' brand or logos (or those of Publicis' subsidiaries) to designate or communicate on their Projects without the prior express and written consent from Publicis which may set terms and conditions for such use; and
- file trademarks, logos and/or corporate names belonging to Publicis and its subsidiaries nor file any trademarks, logos and/or corporate names that would be similar to those belonging to Publicis and its subsidiaries.

At all times, both during and after the end of the Publicis90 Initiative, Participants undertake not to harm or take any action which may harm the image of Publicis in any way whatsoever. This implies, notably, a duty of discretion in all communications and the obligation to ensure that any information to which the Participants or the start-up had access to during or after the Publicis90 Initiative remains confidential.

## 15. INTERNET

Publicis (or any of its subsidiaries) and Agorize are not responsible for any malfunction of the Publicis90 Initiative Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Applications due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite



transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Publicis90 Initiative Site which may limit a Participant's ability to participate.

## 16. INDEMNITY TOWARDS PUBLICIS

Each Participant agrees to indemnify, defend and hold harmless Publicis (and its employees, interns, and contractors or any person which acts on behalf of or under the instructions of Publicis in the context of the Publicis90 Initiative) against liability, claims, losses, damages, costs and expenses which result from the participation of the Participant to the Publicis90 Initiative or caused (by in particular but not limited to):

- the violation by the Participant of any laws or regulations or the Rules;
- any incorrect or fraudulent statements of fact made by the Participant in relation to the Publicis90 Initiative; and
- submission by the Participant of any material in the context of the Publicis90 Initiative that infringes any third party rights of any kind or defames any person or violates their rights of publicity or privacy.

## 17. LIMITATION OF LIABILITY

Publicis (or any of its subsidiaries) shall not be liable in the following cases:

- for any direct or indirect economic loss, loss of profits and of business, loss of use or of reputation or any other loss in connection with participating in the Publicis90 Initiative;
- in the event of an act or omission in relation to the Publicis90 Initiative that is attributed to a Publicis Employee (acting outside the scope of their employment) or the members of the Regional Panels or Global Panel;
- if Confidential Information is disclosed or otherwise made available to unauthorized persons in breach of the Rules;
- for any delays in providing the Funding to the Selected Participant;
- if the Selected Participants are not able to receive the Funding at all or may only receive part due to circumstances beyond the control of Publicis;
- in the event that Publicis decides not to grant the Funding to the Selected Participants;
- in event of cancellation, termination, suspension or modification of the Publicis90 Initiative or the Funding;
- for the exclusion of any Participant; and
- for any breach of the law by the Participant in connection with this Publicis90 Initiative.

Publicis' liability (or any of its subsidiaries) in respect of all claims arising out of or from any breach by Publicis of the Rules shall be limited to the amount of the Funding the Participant has been awarded as Selected Participant.

## 18. APPLICABLE LAWS, SETTLEMENT OF DISPUTES AND ILLEGALITY

### 18.1 Governing law

These Rules shall be governed by French law.

### 18.2 Settlement of disputes

In the event of a dispute arising out of or in connection with these Rules (a "**Dispute**"), the parties shall first seek settlement of that Dispute by mediation. Either party may commence mediation by sending to the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested (the "**Notice**").

If within 14 days following the date of the Notice the parties fail to agree on a neutral third person to act as a mediator (the "**Mediator**") or a Mediator has not been appointed for any other reason, the Mediator shall be appointed by the ICC International Centre for ADR in accordance with the Rules for the Appointment of Experts and Neutrals of the International Chamber of Commerce. The place of mediation shall be Paris, France. The language of the mediation shall be English.

If the Dispute has not been settled by mediation within 60 days following the date of the Notice or within such other period as the parties may agree in writing, either party may initiate proceedings before the French courts which shall have exclusive jurisdiction to hear the Dispute.

Any Notice or correspondence in relation to a Dispute should be addressed to: [contact-publicis90@publicisgroupe.com](mailto:contact-publicis90@publicisgroupe.com).

### 18.3 **Illegality**

The Rules must not be released or distributed, directly or indirectly, in any jurisdiction where the release or distribution of such Rules or the implementation of the Publicis90 Initiative is prohibited by laws or regulations. Therefore, persons residing in such jurisdictions into which these Rules are released or distributed must inform themselves about and comply with such laws or regulations before submitting an Application. Publicis (and any of its subsidiaries) do not accept any responsibility for any violation by any person of any such restrictions.

### 19. **CONTACT DETAILS**

Any correspondence with Publicis with respect to the Publicis90 Initiative administration should be addressed to: [contact-publicis90@publicisgroupe.com](mailto:contact-publicis90@publicisgroupe.com). Any correspondence with Agorize with respect to the functioning of the platform and data collection should be addressed to [support-publicis90@agorize.com](mailto:support-publicis90@agorize.com).

**ANNEX 1**  
**LIST OF COUNTRIES**

**The countries set out below are countries where Publicis hold the effective control over companies incorporated in such countries**

Argentina	Netherlands
Australia	New Zealand
Austria	Norway
Bahrain	Pakistan
Belgium	Panama
Brazil	Peru
Bulgaria	Philippines
Canada	Poland
Chile	Portugal
China	Puerto Rico
Colombia	Romania
Costa Rica	Russia
Croatia	Serbia
Czech Republic	Singapore
Denmark	Slovakia
Egypt	Slovenia
Finland	South Africa
France	Spain
Republic of Ghana	Sri Lanka
Germany	Sweden
Greece	Switzerland
Hong Kong	Taiwan
Hungary	Turkey
India	Ukraine
Indonesia	United Arab Emirates
Ireland	United Kingdom
Israel	United States of America
Italy	Venezuela
Japan	Vietnam
Jordan	
Kazakhstan	
South Korea	
Latvia	
Lebanon	
Lithuania	
Macau	
Macedonia	
Malaysia	
Mauritius	
Mexico	
Morocco	

## ANNEX 2

### TERMS AND CONDITIONS OF THE CONVERTIBLE BONDS

Terms in capital letters that are not defined below shall have the meaning given to them in the Rules.

Below is a summary of key terms and conditions under which Publicis is willing to subscribe to convertible bonds (or an equivalent instrument) (the "**Instrument**") to be issued by the Start-up (the "**Issuer**"). This summary is not exhaustive, but will serve as basis for the drafting of a subscription agreement reflecting the terms and conditions of the Funding (the "**Subscription Agreement**").

If any of the principles set out below is held to be invalid, illegal or unenforceable, the parties shall, to the extent possible, replace such an invalid provision by a valid provision reflecting its purpose.

	<b>Key terms</b>
<b>Characteristics of the Instrument</b>	The Instrument must have the following cumulative characteristics: <ul style="list-style-type: none"> <li>• a debt instrument;</li> <li>• redeemable in cash; and which is</li> <li>• convertible in equity, with no priority right of existing shareholders or third parties.</li> </ul>
<b>No security</b>	The Instrument shall be unsecured.
<b>Ranking of the Instrument</b>	The Issuer's obligations under the Instrument shall be senior to any other creditor.
<b>Subscription Amount</b>	The amount invested when subscribing for the Instrument will be determined by Publicis, at its sole discretion.
<b>Subscription</b>	The subscription price for the Instrument shall be paid in full by Publicis on the issue date of the Instrument (the " <b>Subscription Date</b> ").
<b>Duration</b>	The Instrument shall be redeemable on the second anniversary of the Subscription Date (the " <b>Maturity Date</b> "). The Maturity Date may however be extended each year at the sole discretion of Publicis for one-year periods and up to a maximum of three times (the " <b>Extended Maturity Date</b> ").
<b>Interest</b>	The Instrument shall bear interest at a rate of 1% per annum from the Subscription Date until the Maturity Date, Extended Maturity Date, or the date of early conversion or early redemption (as the case may be). Accrued interest shall be capitalized annually on the anniversary date of the Subscription Date.
<b>Normal redemption on Maturity Date</b>	The redemption of the Instrument shall take place in full on the Maturity Date or the Extended Maturity Date unless already converted or redeemed.
<b>Early voluntary redemption</b>	The Issuer shall not be able to voluntarily redeem the Instrument.
<b>Conversion right</b>	Publicis shall have the right to request the conversion of all or part of the Instrument into equity if the Issuer decides to issue shares or securities granting access to its share capital in favour of one or more third party investors on or prior to the Maturity Date or Extended Maturity Date. The conversion ratio will be determined on the basis of the enterprise value of the Issuer as agreed with the third party investor subject to a 25% discount. It is understood that the rights granted to the third party investor as a result of the

	issue of shares or securities mentioned above shall not exceed the rights granted to Publicis as a result of such conversion.
<b>Publicis information rights</b>	<p>The Issuer shall supply Publicis with:</p> <ul style="list-style-type: none"> <li>(i) as soon as they become available, and in any event within 120 days of the end of each financial year its financial statements for that financial year and, within 90 days of the end of each first half year, its financial statements for that financial half year.</li> </ul> <p>Each set of financial statements of the Issuer shall be prepared in accordance with all applicable laws and generally accepted accounting practices and financial reference periods as consistently applied;</p> <ul style="list-style-type: none"> <li>(ii) copies of all documents dispatched to its shareholders or creditors;</li> <li>(iii) promptly, such further information regarding its financial condition, assets, business, operations and prospects as Publicis may reasonably request;</li> </ul> <p>The Issuer shall notify Publicis in writing promptly, upon becoming aware of the occurrence of an Event of Default.</p>
<b>Audit rights</b>	<p>Publicis shall have the right to carry out audits, appraisals or controls in relation to the legal, financial, accounting and/or tax situation of the Issuer at its own cost.</p> <p>The Issuer undertakes to provide Publicis and any of its advisors with reasonable access to any information for the purpose of enabling them to perform such audits.</p>
<b>Undertakings of the Issuer</b>	<p>The Issuer shall not without the prior written consent of Publicis:</p> <ul style="list-style-type: none"> <li>(i) significantly change the legal and commercial status of the Issuer (including cessation of the Issuer's principal activity relating to the Start-up Initiative or creation of a new activity that is not within the scope of the Issuer's current activity);</li> <li>(ii) assign, divest or transfer any of its intellectual, industrial or commercial property rights including the intellectual property rights relating to the Project that was submitted in the Start-up Initiative;</li> <li>(iii) conclude any related-party agreement, including without limitation, with its shareholders, directors, officers or their respective affiliates;</li> <li>(iv) transfer of all or part of its assets by way of merger, demerger, corporate restructuring, spin-off or partial transfer of assets or any similar restructuring transaction (including the transfer or lease-manage its ongoing-business); and</li> <li>(v) declare or pay, directly or indirectly, any dividend or distribution of reserves, share buy backs, or any direct or indirect distributions or payment, whether in cash or otherwise.</li> </ul>
<b>Most-favoured nation clause</b>	<p>The Issuer undertakes, for itself and on behalf of its shareholders, to make its best efforts so that Publicis is offered any opportunity to further invest in the Issuer and in such event is treated at least as favourably as any other investors of the Issuer.</p>
<b>Events of default</b>	<p>The following events shall be considered as constituting events of default (each an "<b>Event of Default</b>"): </p> <ul style="list-style-type: none"> <li>(i) breach of any provisions of the Subscription Agreement or if all or any of part of it becomes invalid, unlawful, unenforceable, terminated or otherwise ceases to be effective;</li> <li>(ii) issuance of shares or securities granting access to the Issuer's share capital to which Publicis was unable to participate as a result of a failure by the Issuer or its shareholders to comply with the "most-favoured nation" clause (see above);</li> <li>(iii) the Issuer is unable or admits its inability to pay its debts as they fall due, suspends making payments on any of its debts by reason of financial difficulties or becomes insolvent for the purpose of any insolvency law</li> </ul>

	<p>applicable to it;</p> <p>(iv) an order is made or a decision or resolution of a meeting of its directors, shareholders or any other relevant constituent body of it is taken or passed for (or to petition for) its winding-up, administration, dissolution or to implement a formal scheme of arrangement with its creditors generally or a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer is appointed in respect of it or any of its material assets;</p> <p>(v) the termination of functions of any key managers or employees of the Issuer, except in case of sickness or accident; and</p> <p>(vi) any event as a result of which the initial shareholders of the Issuer would come to hold less than 75% of the share capital of the Issuer.</p> <p>On and at any time after the occurrence of an Event of Default which is continuing, Publicis may, without <i>mise en demeure</i> or any other judicial or extra judicial step, by notice to the Issuer, declare the principal amount of the Instrument immediately due and payable together with (i) accrued interest thereon and (ii) an additional amount equal to 20% of the principal amount and accrued interest due.</p>
<b>Tax</b>	<p>All payments by the Issuer under the Subscription Agreement shall be made without deduction or withholding for or on account of tax (a "<b>Tax Deduction</b>"), unless a Tax Deduction is required by law.</p> <p>If a Tax Deduction is required by law, the amount of the payment due from the Issuer shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due under the Subscription Agreement if no Tax Deduction had been required.</p>
<b>Fees and expenses</b>	<p>The Issuer shall bear all costs and expenses in connection with the issue of the Instrument and related formalities.</p>
<b>Assignment</b>	<p>Publicis is free to transfer its rights and obligations under the Subscription Agreement and the Instrument to any of its affiliates.</p>
<b>Governing law and jurisdiction</b>	<p>Place of incorporation of the Issuer.</p>