

BRIEUC LE MERCIER

Aerial camera operator • Audiovisual production

TERMS OF SERVICE

Aerial capture, photography/videography and audiovisual production services

Version 1.2

Effective from 18/05/2026

PREAMBLE

These Terms of Service (hereinafter the “ToS”) govern all services provided by Brieuc LE MERCIER, a self-employed sole trader operating under his own name, registered in the SIRENE register under SIRET number 940 611 460 00012, with registered office at 20 route de la Source, 44730 Saint-Michel-Chef-Chef, France (hereinafter the “Service Provider”).

The Service Provider carries on a business of aerial drone capture, photography/videography, directing and audiovisual production (NAF/APE code 5911A). He holds the required regulatory certifications and a professional Civil Liability insurance policy dedicated to drone and aerial camera operations. Throughout these Terms and all attached contractual documents, the terms “Aerial Camera Operator” and “remote pilot” are used interchangeably and designate the same regulatory function within the meaning of European Commission Implementing Regulation (EU) 2019/947.

Regulatory identification of the remote pilot:

- CATS (STS) Theoretical Remote Pilot Certificate of Competence — DGAC/EASA, valid until 14/11/2029.
- Certificate of completion of practical training for European Standard Scenarios STS-01 and STS-02 (training body AEROPYXIS, no. 241209).
- Remote pilot/operator number: FRA-RP-000000046195.
- Professional Civil Liability insurance “Drone remote pilot – professional use” underwritten with Air Courtage Assurances (insurer XL Insurance Company SE), policy no. FRM0000001AV17A/DROWEB/W186205, coverage limit of €1,000,000 per claim, compliant with Regulation (EC) No 785/2004.

THE SERVICE PROVIDER

Brieuc LE MERCIER — Self-employed sole trader
20, route de la Source — 44730 Saint-Michel-Chef-Chef
SIRET: 940 611 460 00012
NAF/APE: 5911A (Production of films and television programmes)
VAT no.: FR 20 940 611 460
Tel.: 06 49 80 49 99 — contact@brieuclm.com
DGAC remote pilot number: FRA-RP-000000046195
Professional Civil Liability insurance: Air Courtage Assurances —
XL Insurance Company SE
Policy no. FRM0000001AV17A/DROWEB/W186205

THE CLIENT

Any natural or legal person, professional, agency, production company or private individual, having accepted a quote from the Service Provider or having placed an order, designated in these terms as “the Client”.

Acceptance of the quote or payment of a deposit shall constitute unreserved acceptance of these Terms of Service.

Article 1. PURPOSE AND SCOPE

The purpose of these Terms is to define the conditions under which the Service Provider provides its services to the Client, including in particular: *aerial drone capture (FPV, cinema, scouting), still and video photography, directing, editing, color grading, delivery of rushes and finished films, advice and technical support on set.*

Any order placed with the Service Provider entails full and unreserved acceptance of these Terms. They prevail over any other document of the Client, including its general terms and conditions of purchase, save in the event of a prior, express and written

agreement of the Service Provider. The signature by the Client of a quote, the payment of a deposit or the request to start performance shall constitute unreserved acceptance of these Terms.

Article 2. QUOTE, ACCEPTANCE OF THE TERMS AND FORMATION OF THE CONTRACT

Every service is the subject of a named, dated and numbered quote. The quote details the nature of the services, the equipment deployed, the number of days, the pricing terms and any costs not included in the quote.

The quote is valid for **30 days** from its date of issue. Beyond this period, the Service Provider reserves the right to revise its rates.

These Terms are systematically brought to the Client's attention prior to any order, either as an attachment to the quote or by inclusion of a hyperlink in the email accompanying the quote. In accordance with **Article 1119 of the French Civil Code** ("General terms and conditions invoked by one party shall have effect against the other only if they have been brought to the other party's attention and accepted by it"), with **Article 1366 of the French Civil Code** ("An electronic writing has the same probative force as a writing on paper") and with **Article L.441-1 of the French Commercial Code**, express or tacit acceptance of the quote by any written means, including by email, shall constitute unreserved acceptance of these Terms.

The contract is thus formed at the first occurrence of any of the following: (i) return of the quote dated, signed and bearing the wording "Read and approved"; (ii) written acceptance by any means, including by email containing an unequivocal formulation ("OK for me", "approved", "validated", or equivalent); (iii) payment of a deposit; (iv) any commencement of performance requested by the Client.

The Service Provider retains the digital history of exchanges (quotes, acceptance emails, acknowledgments of receipt) as evidence, in accordance with Article 1366 referred to above.

Article 3. PRICES, VAT, ANCILLARY COSTS AND DISBURSEMENTS

Prices are expressed in euros (€) and are stated on the quote both excluding tax (HT) and including all taxes (TTC).

The Service Provider is registered as a micro-enterprise and subject to Value Added Tax (VAT) at the statutory rate of 20%. The intra-Community VAT number is: FR 20 940 611 460.

3.1 — ANCILLARY COSTS NOT INCLUDED IN THE PRICE

Unless otherwise stated in the quote, the following are expressly excluded from the service package and invoiced in addition as ancillary costs (included in the Service Provider's turnover and subject to VAT):

- travel expenses (train, plane, vehicle rental, tolls, fuel, parking) where the supporting receipts are issued in the Service Provider's name;
- accommodation and meal expenses for the technical crew;
- any service, additional day or equipment not expressly mentioned in the quote;
- music, voice-over, actors, third-party rights, subtitling and bespoke graphic design.

These ancillary costs appear on a separate line of the invoice and are re-invoiced at actual cost, on presentation of supporting receipts, plus VAT at the statutory rate.

3.2 — DISBURSEMENTS WITHIN THE MEANING OF ARTICLE 267, II-2° OF THE FRENCH GENERAL TAX CODE

In accordance with French tax doctrine (**BOI-TVA-BASE-10-10-10-10**), only expenses that **disbursements** — i.e. advanced in the name and on behalf of the Client, excluded from the Service Provider's turnover and not subject to VAT — may be treated as such when they **cumulatively** satisfy the three following conditions:

- the Client has given, by these Terms or by a separate written mandate, a prior mandate to the Service Provider specifying the nature and the budget ceiling of the expenses to be incurred in its name and on its behalf (ATA Carnet, paid prefectural authorizations, DGAC fees, private site rental, etc.);
- the third-party supplier's invoice is made out in the name and at the address of the Client and is handed over to it at the end of the mission;
- reimbursement is requested to the exact cent, without any margin or flat-rate mark-up, and appears on a dedicated "Disbursements" line of the invoice, accompanied by the supporting documents.

By these terms, the Client expressly mandates the Service Provider to incur in its name and on its behalf, within the budget set out in the quote, the following disbursements: ATA Carnets and customs formalities, fees and administrative taxes related to flight authorizations (prefecture, DGAC, aerodrome operator), location filming fees on private property. If any of the three conditions above is not met, these expenses are automatically reclassified as ancillary costs (Article 3.1).

3.3 — Replacement of drone equipment in the event of production-related risks

Where shooting conditions involve particular risks to the drone equipment (flight close to or over water, near dangerous obstacles, in dusty, corrosive or high-vibration environments, low-altitude flying in windy conditions, etc.), the Service Provider may apply a surcharge for equipment risk, the amount of which is set out in the quote. In the event of loss, serious damage or destruction of the drone attributable to shooting conditions imposed or validated by the Client, the costs of replacement or repair of the equipment concerned will be invoiced to the Client on presentation of supporting documents, up to the amount stated in the quote for this case.

3.4 — Working hours, overtime and time-zone differences

The daily working time is that defined in the quote. Any working hour performed beyond this duration is considered overtime and invoiced at the hourly rate set out in the quote. Any work required on a normally non-working day (weekend, public holiday) is subject to a rate surcharge as specified in the quote. In case of travel involving a significant time-zone difference (international flight, shooting in overseas territories, etc.), non-productive travel days as well as rest days required for the Service Provider's physiological adjustment are invoiced at the daily rate indicated in the quote. These provisions also apply to unforeseen additional days resulting from a schedule shift not attributable to the Service Provider.

Article 4. PAYMENT TERMS AND LATE-PAYMENT PENALTIES

Unless otherwise stipulated in the quote, the payment terms are as follows:

- a deposit of 30% on signature of the quote for any mission exceeding €5,000 excl. VAT;
- balance due within 30 days from the invoice issue date;
- for certain productions, payment may be split into several successive invoices the total of which corresponds to the total amount of the quote.

Accepted payment methods:

- SEPA bank transfer (the Service Provider's IBAN is shown at the bottom of each invoice and reproduced at the end of these terms — preferred payment method);
- cash payment is accepted, up to €1,000 per transaction for a Client whose tax residence is in France and up to €15,000 for a non-resident Client, in accordance with Article L.112-6 of the French Monetary and Financial Code.

Payment by bank card and by payment link (Stripe, GoCardless or equivalent) may be offered on request for missions warranting it, the corresponding bank fees being where applicable re-invoiced to the Client.

In accordance with **Article L.441-10, II of the French Commercial Code**, the payment period agreed between the parties may not in any event exceed 60 net days from the invoice issue date (or 45 days end of month if expressly stipulated).

4.1 — LATE-PAYMENT PENALTIES

Pursuant to **Articles L.441-10, III and D.441-5 of the French Commercial Code**, any late payment automatically triggers, without prior formal notice:

- late-payment penalties at an annual rate of 20%, applied to the inclusive-of-tax (TTC) amount of the unpaid invoice and calculated day by day from the day after the due date until full payment;
- a fixed indemnity for collection costs of €40 per unpaid invoice (Article D.441-5 of the French Commercial Code);
- where applicable, on presentation of supporting documents, reimbursement of additional collection costs actually incurred (bailiff fees, attorney fees, bank charges).

The 20% contractual rate was set having regard to the **statutory floor** set by Article L.441-10, III above, namely three times the legal interest rate in force. For information, for debts owed to a professional, this legal interest rate stands at 2.62% for the first half of 2026 (order of 15 December 2025), bringing the statutory floor to 7.86% and the default rate (ECB key rate plus 10 percentage points) to approximately 12.65%. The 20% contractual rate adopted herein, which is fully lawful, reflects the Service Provider's intention to sanction any late payment and to encourage timely settlement.

In the absence of express stipulation, the default rate set by Article L.441-10 (European Central Bank key rate plus 10 percentage points) would have applied.

No early-payment discount is granted.

4.2 — Sharing of the quote and precedence of these Terms

The Service Provider reserves the right to share all or part of this quote with subcontractors, technical service providers or partners, solely for the purposes of coordinating and organizing the services, and at no additional cost to the Client. These Terms apply to the entire subcontracting chain: they prevail over the general terms and conditions specific to each subcontractor or associated provider. The Service Provider remains the Client's sole point of contact and alone responsible for the proper performance of the mission as a whole.

Article 5. WEATHER CONDITIONS, POSTPONEMENT AND CANCELLATION

The operation of unmanned aircraft is subject to strict weather conditions (wind, rain, visibility, icing conditions, etc.). The Service Provider is the sole judge of flight conditions, in accordance with the applicable regulations and the operational limits of its equipment, and may decide, at any time, to defer or interrupt a mission for safety reasons.

Where adverse weather conditions are forecast or observed on the day of the shoot (winds exceeding the aircraft's limits, precipitation, insufficient visibility, icing conditions, thunderstorms, etc.), the following procedure applies: the Service Provider informs the Client as soon as possible of the impossibility or risk of flying. The parties then agree by mutual consent to postpone the mission to a later date. Such postponement, when initiated by the Service Provider on weather grounds, is free of charge for the Client under the conditions of the table below. The Client shall refrain from exerting any pressure on the Service Provider to fly in conditions the Service Provider deems dangerous; if the Client maintains the shoot against the Service Provider's written advice and an incident occurs, liability lies with the Client alone.

By way of derogation from the firm and final nature of the order resulting from payment of the deposit (which, under French law, would in principle entitle the Service Provider to retain 100% of the agreed price in the event of cancellation by the Client), the Service Provider hereby agrees, as a commercial accommodation, to the following postponement and cancellation conditions:

TIMING	Quote signed by D-11	D-10 to D-6	D-5 to D-3	D-2 to D-1	Day D
WEATHER POSTPONEMENT	Not applicable	Not applicable	Free of charge	Free of charge	50% if postponed on Day D despite our weather alerts
CLIENT / PRODUCTION POSTPONEMENT	Free	10%	25%	50%	100%
CLIENT / PRODUCTION CANCELLATION	€150 handling fee	25%	50%	100%	100%

In the event of force majeure within the meaning of Article 1218 of the French Civil Code (natural disaster, administrative restriction, state of war, NOTAM, airspace closure, etc.), no cancellation fees shall be due, except for actual costs incurred by the Service Provider (transport, accommodation, equipment rental) on presentation of supporting documents.

Article 6. DRONE REGULATIONS — FLIGHT CATEGORIES, AUTHORIZATIONS AND CLIENT OBLIGATIONS

Operations are carried out in accordance with **Commission Implementing Regulation (EU) 2019/947 of 24 May 2019**, with **Delegated Regulation (EU) 2019/945**, with the Order of 3 December 2020 on the use of airspace by unmanned aircraft, and with all applicable French and European regulations. Operations are conducted under three main families of scenarios.

6.1 — OPEN CATEGORY: SUB-CATEGORIES A1, A2 AND A3

The OPEN category covers low-risk flights. No prior operating authorization is required from the DGAC, provided that the technical and operational conditions specific to each sub-category are strictly observed: **A1** (flight over isolated persons, excluding

gatherings), **A2** (flight near people — 30 m lateral distance, reduced to 5 m in low-speed mode), **A3** (flight far from people and inhabited areas, more than 150 m from any residential, commercial or industrial area).

In the OPEN category, the Service Provider also performs, before each flight, the following checks: operator registration on **AlphaTango** (DGAC), consultation of the **Géoportail UAS-restrictions** portal to check prohibited, restricted or regulated zones (ZIPVA, P/R/D zones, national parks, Seveso sites, etc.), and coordination with any aerodrome operators (CTR/TMA) or local authorities. A flight in built-up areas in category A1 or A3 remains subject to the specific limitations of the French Transport Code.

6.2 — SPECIFIC CATEGORY: EUROPEAN STANDARD SCENARIOS STS-01 AND STS-02

For missions that cannot be conducted in the OPEN category (flight over uninvolved persons in populated areas, beyond visual line of sight, night flight, flight above 120 m), the Service Provider operates in the **SPECIFIC category** under the European Standard Scenarios **STS-01** (VLOS over a ground-controlled area in a populated environment) and **STS-02** (BVLOS over a ground-controlled area in a sparsely populated area), for which the Service Provider holds the CATS theoretical qualification (valid until 14/11/2029) and the practical training delivered by AEROPYXIS (no. 241209).

Every STS-01/STS-02 operation is subject to a **prior operational declaration** on AlphaTango, filed at least five (5) working days before the mission. Depending on the site's characteristics, additional coordination (prefecture, aerodrome operator, Ministry of Armed Forces, ARS regional health agency, Seveso site operator, local authorities) may be required and will condition the actual conduct of the flight.

6.3 — SUMMARY TABLE

The table below summarizes, for information and on a non-exhaustive basis, the conditions and obligations associated with each scenario.

CRITERION	A1 — OPEN	A2 — OPEN	A3 — OPEN	STS-01	STS-02
Flight type	Over isolated persons (excluding gatherings)	Near people	Far from any person or inhabited area	VLOS in populated areas, over a ground-controlled area	BVLOS in sparsely populated areas, over a ground-controlled area
Drone mass	< 250 g (C0) or < 900 g (C1)	< 4 kg (C2)	< 25 kg (C0 to C4)	≤ 25 kg — class C5	≤ 25 kg — class C6
Max altitude	120 m AGL	120 m AGL	120 m AGL	120 m AGL	120 m AGL
Distance to people	Overflight permitted (except gatherings)	30 m horizontal — 5 m in low-speed mode	≥ 150 m from residential, commercial, industrial areas; no third parties	Defined ground exclusion zone; controlled overflight	Extended ground exclusion zone; no third parties in BVLOS
Remote pilot qualifications	A1/A3 online training + online certificate	CATS A2 (theoretical) + self-administered practical training	A1/A3 online training	CATS STS + STS-01 practical training (approved body)	CATS STS + STS-02 practical training (approved body)
Authorizations & declarations	Operator registration on AlphaTango	Operator registration on AlphaTango	Operator registration on AlphaTango	Prior operational declaration on AlphaTango (at least 5 days before)	Prior operational declaration on AlphaTango (at least 5 days before)
Airspace	Unregulated zones; verification on AlphaTango/Géoportail	Same as A1; protocol with the operator if necessary	Same as A1	Outside prohibited zones; coordination if CTR/TMA, prefectural authorization for night flights	Outside prohibited zones; regulatory study; prefectural authorization for night flights
Night flight	Permitted under conditions (light signaling)	Permitted under conditions (light signaling)	Permitted under conditions (light signaling)	Prefectural authorization required	Prefectural authorization required
Service Provider's coverage	✓ Included	✓ Included	✓ Included	✓ Included	✓ Included

6.4 — CLIENT OBLIGATIONS

The Client undertakes to provide, within a timeframe compatible with the mission, all elements required for the preparation and obtaining of the prior authorizations (site plans and sections, descriptions of access points and take-off points, contacts of the relevant operators, schedule of any public event, presence of ERP (public-access buildings) or IGH (high-rise buildings), overhead power lines, etc.) and to inform the Service Provider in good faith of any specific feature likely to affect flight safety.

Where a flight requires a prefectural authorization, an AlphaTango declaration, agreement from the aerodrome operator, the Ministry of Armed Forces or any third party, the Service Provider informs the Client thereof and makes performance of the mission conditional upon obtaining such agreements. Any refusal or delay attributable to a third party cannot engage the Service Provider's liability and shall give rise, where appropriate, to a postponement or fallback to an alternative solution.

The Client warrants that it has obtained, prior to the shoot and in writing, all authorizations required in connection with the operations, including in particular: (i) authorizations relating to the image rights of the natural persons appearing in the footage (talent, extras, employees, members of the public, minors represented by the holders of parental authority); (ii) authorizations relating to the image rights of property filmed, including private real estate, recent architectural works still protected by copyright, distinctive trademarks, design objects and any other identifiable asset; (iii) location and access authorizations from the owners or

operators of the premises filmed, whether private or public; and (iv) any third-party rights clearances required for the planned uses of the images (music, talent agreements, etc.). The Client shall handle on its own behalf any related claim that may be brought by any such third party and shall indemnify and hold the Service Provider harmless against any consequences arising therefrom.

6.5 — Production assistance in obtaining drone flight authorizations

Depending on the case and the geographic location of the project, obtaining the authorizations required to carry out drone operations (prefectural authorizations, agreements from aerodrome operators, Ministry of Armed Forces, foreign local authorities, etc.) may require the direct involvement of the production company or the client. In such case, the Service Provider may request the active support and assistance of the Production in order to obtain such authorizations within the required deadlines. The Client and/or the Production undertake to facilitate these procedures by promptly providing the information, contacts and supporting documents requested by the Service Provider, failing which performance of the mission may be made conditional or postponed under the terms of Article 5.

Article 7. PERFORMANCE OF THE SERVICE AND BEST-EFFORTS OBLIGATION

The Service Provider is bound by a best-efforts obligation. It undertakes to deploy all its professionalism, equipment and certifications to produce images consistent with the artistic brief agreed by mutual consent with the Client.

The Service Provider reserves the right to subcontract all or part of the services to remote pilots or technicians who are duly trained, insured and declared, without modifying the terms of the quote. The Service Provider remains the Client's sole point of contact and alone responsible for proper performance.

The Client designates a single point of contact empowered to make all decisions during the shoot. Any substantial modification to the brief during the shoot likely to entail additional costs will be proposed in a supplementary quote prior to performance.

Article 8. DELIVERY OF RUSHES AND POST-PRODUCTION WORK

Files (raw rushes and/or edited films) are delivered to the Client by one of the following methods, agreed between the parties prior to the mission: (i) by cloud transfer via a secure download link (WeTransfer, Frame.io, Dropbox, Google Drive or equivalent); or (ii) by physical handover of recording media (camera memory card, external hard drive or USB stick). The indicative delivery time is 7 working days from the shoot date, unless otherwise agreed in the quote.

In the case of delivery on physical media, the Service Provider's liability runs until the first full copy of the source files by the Client or its representative. Once this first copy is made and confirmed, the Service Provider is released from any liability as to the integrity or availability of the files. In the case of cloud delivery, the Service Provider's liability ceases upon making available a valid download link. The Client is strongly advised to back up the files in several copies as soon as they are received.

The Client accepts that in certain cases (specific flight conditions, gyro-stabilized onboard camera, footage with accentuated motion), post-produced stabilization may prove necessary to ensure optimal visual rendering. In such cases, the Service Provider undertakes to deliver, unless otherwise stipulated, both the raw (untreated) footage and the stabilized footage.

The Service Provider keeps the rushes and project files for a period of 90 days from the final delivery. Beyond that, their archiving may be the subject of a separate service.

Article 9. INTELLECTUAL PROPERTY, ASSIGNMENT OF RIGHTS AND THE SERVICE PROVIDER'S PROMOTIONAL RIGHT

In accordance with **Articles L.111-1 et seq. of the French Intellectual Property Code**, the Service Provider is the author of the rushes, photographs, films, edits and audiovisual works produced as part of the mission. The Service Provider remains the sole holder of the economic rights until full and effective payment of the price by the Client (retention of title clause — see Article 10).

9.1 — RIGHTS ASSIGNED TO THE CLIENT

Subject to full payment of the sums due, the Service Provider assigns to the Client, on a **non-exclusive** basis and **unless otherwise stipulated in a written document, dated and signed by the Service Provider**, all economic exploitation rights required for full and complete use of the delivered images, namely:

- the right of reproduction on any analog or digital medium known or unknown at this date (web, mobile, applications, files, audiovisual media, printed media, projection, etc.);
- the right of representation and communication to the public by any process (online distribution, broadcasting, public projection, social networks, video platforms, events, trade shows, exhibitions);
- the right of adaptation, modification, editing, translation and dubbing, with due respect for the Service Provider's moral rights;
- the right of integration into composite works (multi-shot edits, corporate films, advertisements, corporate communication media);
- covered uses: any commercial, institutional, advertising, editorial or promotional use by the Client and its subsidiaries;
- territory: **worldwide**;
- term: **the legal term of copyright protection** as provided for in the French Intellectual Property Code (Article L.123-1).

The assignment thus granted is full and complete and allows the Client to freely use the images for any purpose, worldwide and for the full legal term, with no restriction on use other than respect for the Service Provider's moral rights.

9.2 — PROMOTIONAL RIGHT RETAINED BY THE SERVICE PROVIDER

The assignment granted to the Client being **non-exclusive**, the Service Provider retains, unless it expressly waives this right in a written document, dated and signed by it, the right to use the images, rushes and works produced for the purposes of **promoting its own activity**, commercial prospecting and professional reference, **solely in the case of projects that have been the subject of effective public distribution by the Client**, or for which the Client has given prior written consent. Before any public distribution of the final project by the Client, the Service Provider shall refrain from using the images and works produced for promotional purposes, unless the Client has given express written authorization. This promotional right shall be exercised on all media, including in particular:

- its professional website (in particular brieuclm.com and any other site that may be substituted for it);
- its accounts and profiles on social networks (Instagram, LinkedIn, Vimeo, YouTube, TikTok, Facebook, X, etc.);
- its showreel, portfolio and any commercial presentation document handed over to prospects or partners;
- its applications to tenders, festivals, professional awards and competitions.

This promotional use shall be exercised with respect for a reasonable period of discretion where the public release of the final film has not yet taken place and the Client expressly so requests. **Any restriction on this promotional right is enforceable against the Service Provider only if it has been the subject of a written agreement, dated and signed by it, no later than at final delivery. In exercising this promotional right, the Service Provider undertakes, whenever possible and based on the information available to it, to credit at a minimum the Production company and the Director of the project concerned.**

9.3 — MORAL RIGHTS

In accordance with Article L.121-1 of the French Intellectual Property Code, the Service Provider's moral rights over its works (right of authorship, right to respect for the work, right of disclosure and withdrawal) are inalienable, perpetual and imprescriptible. The Client undertakes not to impair the work by any modification, alteration or use that would distort its spirit. The Service Provider may request to be credited in the credits of finalized works.

Article 10. RETENTION OF TITLE CLAUSE

Pursuant to **Article 2367 of the French Civil Code**, the Service Provider retains full material and intellectual ownership of the rushes, project files, photographs, films and works delivered to the Client until full payment of all sums due in respect of the mission, in principal, ancillary costs, disbursements, taxes, late-payment interest and any collection indemnities.

Until such full payment has occurred, the Client holds no exploitation right whatsoever over the works: any distribution, reproduction, communication to the public or integration into another medium is strictly prohibited and constitutes counterfeiting within the meaning of the French Intellectual Property Code, without prejudice to the Service Provider's right to demand the immediate return of the files delivered.

The transfer of ownership of the works and the assignment of rights provided for in Article 9 become effective only upon the actual and definitive receipt of the final payment.

Any distribution, exploitation or communication to the public of the project, in any form whatsoever (cinema, television, digital platforms, social networks, festivals, public or private screenings, etc.), carried out before the full and effective payment of all sums owed to the Service Provider constitutes a **serious fault on the part of the Client** within the meaning of the retention of title clause and of intellectual property law. In such case: (i) the Service Provider is entitled to demand immediate and full payment of all sums due, together with the late-payment penalties provided for in Article 4.1; (ii) the Service Provider may further claim a fixed indemnity equal to 30% of the total amount of the quote excluding tax, in compensation for the damage suffered; (iii) the Service Provider reserves the right to bring any necessary legal action, including by way of summary proceedings, to obtain the immediate cessation of the distribution and/or the return of the files.

Article 11. IMAGE RIGHTS AND USE OF FOOTAGE

The Client is solely responsible for complying with the image rights of persons filmed and the image rights of property. It warrants that it has obtained, prior to the shoot, all necessary written authorizations (extras, employees, public, minors represented by their parents, owners of private premises or recognizable property).

The Service Provider may in no case be held liable for any unauthorized use of the images by the Client subsequent to delivery.

Article 12. CONFIDENTIALITY

Each party undertakes to keep confidential information of any kind (technical, commercial, creative, financial) communicated by the other party in connection with the mission, and not to disclose it to third parties without prior written authorization, for the entire duration of the service and three (3) years after its termination.

All documents, information, storyboards, scripts, unedited rushes and any other elements exchanged between the parties during the pre-production, production and post-production phases are strictly confidential. No distribution, sharing, communication or transmission of these elements to persons outside the project is permitted without the prior written agreement of the other party. This confidentiality obligation applies to all persons involved in the project, whether employees, freelancers, subcontractors or partners.

In order to protect its rights and ensure the traceability of shared documents, the Service Provider reserves the right to apply a watermark, static or dynamic, to all documents, images, videos and files transmitted to the Client or its representatives, prior to final delivery and full payment. The presence of this watermark shall not be considered a non-conformity of the deliverables.

Article 13. PERSONAL DATA — GDPR

The Service Provider, in its capacity as **data controller** within the meaning of **Article 4.7 of Regulation (EU) 2016/679 of 27 April 2016 (GDPR)** and the French Data Protection Act no. 78-17 of 6 January 1978 as amended, collects and processes the Client's personal data (name, first name, company name, postal address, email, telephone, bank details) for the following purposes only:

- performance of the contract (preparation and execution of the mission, delivery of the works);
- issuance of quotes and invoices, accounting and tax management;
- compliance with legal obligations (retention of accounting documents, URSSAF/tax filings);
- commercial relations (responding to requests, mission follow-up) and, where applicable, commercial prospecting for similar services.

Legal bases for processing (Article 6 GDPR):

- performance of the contract or pre-contractual measures taken at the Client's request (Art. 6.1.b) for managing the quote, the mission and invoicing;
- compliance with a legal obligation to which the Service Provider is subject (Art. 6.1.c) for retaining accounting, tax and social-security documents;
- the Service Provider's legitimate interest (Art. 6.1.f) for commercial prospecting toward its existing clients regarding similar services, as well as for the defense of its rights in case of dispute;
- express and revocable consent at any time (Art. 6.1.a) for any other purpose not covered by the preceding legal bases.

The data are retained for the applicable legal duration: 10 years for accounting and tax documents in accordance with Article L.123-22 of the French Commercial Code; 3 years after the end of the commercial relationship for prospecting data; for the duration necessary to defend the Service Provider's rights for data relevant to any potential litigation. Beyond that, the data are deleted or anonymized securely.

Recipients of the data: the data are strictly reserved for the Service Provider and, where applicable, its technical subcontractors (email host, accounting firm, payment operators, file-transfer platforms), all bound by a confidentiality commitment in accordance with Articles 28 and 29 GDPR. No data are transferred or resold to third parties for commercial purposes.

Transfers outside the European Union: the Service Provider does not carry out any structural transfer of personal data outside the European Economic Area. Should a subcontractor be located outside the EEA (for example a file-transfer service based in the United States), such transfer would be governed by the **Standard Contractual Clauses** adopted by the European Commission or by any other mechanism guaranteeing an equivalent level of protection within the meaning of Articles 44 to 49 GDPR.

In accordance with Articles 15 to 22 GDPR, the Client has the rights of **access, rectification, erasure, restriction of processing, portability, objection and withdrawal of consent** at any time. The Client also has the right to set out instructions concerning the fate of its data after its death and to lodge a complaint with the French Data Protection Authority (CNIL — www.cnil.fr).

To exercise these rights, the Client may write to the Service Provider:

- by email to: contact@brieuclm.com (main address dedicated to GDPR) or to contact@brieuclm.com;
- by postal mail to: Brieuc LE MERCIER — GDPR, 20 route de la Source, 44730 Saint-Michel-Chef-Chef.

A response will be provided within a maximum period of one (1) month from receipt of the request, in accordance with Article 12.3 GDPR.

Article 14. INSURANCE AND LIABILITY

The Service Provider holds a Professional Civil Liability insurance policy “Drone remote pilot – professional use” underwritten with Air Courtage Assurances, policy no. FRM0000001AV17A/DROWEB/W186205, covering damages caused to non-transported third parties up to €1,000,000 per claim, in accordance with Regulation (EC) No 785/2004. A certificate may be provided to the Client upon simple request. At the express request of the Client, and for certain projects warranting it, an increase in the total amount of insurance coverage may be requested from the insurer; any additional cost will be re-invoiced to the Client.

The Service Provider’s liability is expressly limited to direct and foreseeable damages attributable to a proven fault in the performance of its services. Indirect or intangible damages, loss of profit, loss of earnings, harm to reputation, loss of opportunity or loss of data are excluded.

In any event, and except in cases of gross or willful misconduct, the indemnity owed by the Service Provider may not exceed the total amount excluding tax actually received for the relevant mission.

The Service Provider may not be held liable for any delay or inability to perform resulting from force majeure, an act of the Client, an act of a third party, or any regulatory or aeronautical restriction arising after signature of the quote.

Article 15. FORCE MAJEURE

Within the meaning of Article 1218 of the French Civil Code, force majeure is deemed to include any event beyond the control of the parties, which they could not reasonably foresee at the time of the conclusion of the contract and the effects of which cannot be avoided by appropriate measures: exceptional bad weather, natural disaster, epidemic, pandemic, war, terrorist attack, general strike, administrative or aeronautical restriction, failure of communication networks, etc.

The occurrence of a force majeure event suspends the parties' obligations for the duration of the event. If the impediment is definitive, the contract is terminated as of right, each party recovering its freedom without indemnity.

Where a force majeure event occurs in a geographic location accessible only by air, sea or any means other than a land vehicle, the Client undertakes to deploy all necessary means, at its sole expense, to repatriate the Service Provider and its equipment as soon as possible. Additional relocation days caused by such force majeure event, together with related expenses (accommodation, meals, transport), will be invoiced to the Client at the daily rate set out in the quote.

The Service Provider reserves the right to refuse any means of locomotion or transport if it considers that the necessary safety conditions are not met (condition of the vehicle, weather conditions, competence of the driver or pilot, state of the infrastructure, etc.). Such refusal cannot engage its contractual liability or constitute a breach of its obligations.

Article 16. SPECIFIC PROVISIONS APPLICABLE TO CONSUMER CLIENTS

Where the Client has consumer status within the meaning of **the preliminary article of the French Consumer Code** — i.e. any natural person acting for purposes outside the scope of their commercial, industrial, artisanal, liberal or agricultural activity — these Terms apply subject to the mandatory provisions set out below.

16.1 — RIGHT OF WITHDRAWAL

For contracts concluded at a distance or off-premises, the consumer Client has, in accordance with **Articles L.221-18 et seq. of the French Consumer Code**, a period of **fourteen (14) calendar days** from the conclusion of the contract to exercise the right of withdrawal, without having to give reasons or bear any costs other than those provided for by law.

To exercise this right, the Client shall send to the Service Provider, before the expiry of the period, an unambiguous statement expressing the wish to withdraw (letter, email to contact@brieuclm.com, or model form below).

Specific case — loss of the right of withdrawal: in accordance with Article L.221-28, 1° of the French Consumer Code, the right of withdrawal cannot be exercised for service-provision contracts fully performed before the end of the withdrawal period and the performance of which has begun after express prior agreement of the Client and express waiver of the right of withdrawal. Accordingly, where the consumer Client requests performance of the mission before the expiry of the 14-day period, the Client is expressly informed that by signing the quote or paying the deposit with the wording “I accept that the service starts before the end of the withdrawal period and I expressly waive this right once the service has been fully performed”, the Client waives its right of withdrawal as to the services performed.

Model withdrawal form (to be sent to the Service Provider): “I, the undersigned [Surname, first name, address], hereby notify you of my withdrawal from the contract concluded on [date] for the service [description]. Date and signature.”

16.2 — CONSUMER MEDIATION

In accordance with Articles L.611-1 et seq. and R.612-1 of the French Consumer Code, the consumer Client may, in the event of a dispute with the Service Provider and after a prior attempt to amicably resolve the dispute directly with the Service Provider (by email to contact@brieuclm.com or by registered letter), have free recourse to a consumer mediator. The mediator contractually designated by the Service Provider is:

CONSUMER MEDIATOR WITH CCI MEDIATION

CCI Paris Île-de-France — Consumer Mediation Department

2 place de la Bourse — 75002 Paris

<https://www.cci-paris-idf.fr/fr/mediation>

The consumer Client may also use the **European Online Dispute Resolution (ODR) platform** made available by the European Commission at: <https://ec.europa.eu/consumers/odr>.

16.3 — STATUTORY WARRANTIES APPLICABLE TO CONSUMER CLIENTS

In accordance with the mandatory provisions of the French Consumer Code and Civil Code, the consumer Client benefits, independently of any commercial warranty, from the following statutory warranties:

- **Statutory warranty of conformity** (Articles L.217-3 to L.217-17 of the French Consumer Code): the Service Provider warrants the conformity of the deliverables to the contract. The Client has a period of **two (2) years** from delivery to bring an action. In the event of non-conformity, it may choose between repair, replacement or, under the conditions of Articles L.217-14 to L.217-16, a reduction in the price or termination of the contract.
- **Warranty against hidden defects** (Articles 1641 to 1648 of the French Civil Code): the Client may, within **two (2) years** from the discovery of the defect, request the rescission of the sale or a price reduction in accordance with Article 1644 of the French Civil Code, where the service has a hidden defect rendering it unfit for the use for which it is intended or so diminishing that use that the Client would not have accepted it, or would have paid a lower price, had it known of the defect.

To invoke either of these warranties, the Client shall send a reasoned request to the Service Provider at the email address contact@brieuclm.com or by postal mail to its registered office, together with any useful documents (quote references, detailed description, screenshots, etc.). The Service Provider undertakes to respond within the period indicated in Article 17 below.

The above statutory warranties apply independently of any commercial warranty that may be granted. No stipulation of these Terms shall have the effect of reducing or excluding these warranties as against a consumer Client.

Article 17. COMPLAINTS AND CUSTOMER SERVICE

Any complaint relating to the performance of the services, invoicing, delivery of the works, invocation of a statutory warranty or any other contractual matter must be addressed to the Service Provider as soon as possible, and at the latest within the periods specific to each warranty or remedy.

Customer service contact details (Service Provider's single point of contact):

- main email: contact@brieuclm.com;
- telephone: 06 49 80 49 99 (Monday to Friday, excluding public holidays, from 9 a.m. to 6 p.m. Paris time);
- postal mail: Brieuc LE MERCIER — Customer Service, 20 route de la Source, 44730 Saint-Michel-Chef-Chef.

The Service Provider undertakes to acknowledge receipt of any complaint within **five (5) working days** and to provide a reasoned reply within a maximum of **thirty (30) calendar days** from its receipt. The parties shall endeavor to find an amicable solution to the dispute before any judicial recourse or the mediation provided for in Article 16.2.

Article 18. GOVERNING LAW AND JURISDICTION

These Terms are governed by French law. Any dispute relating to their interpretation or performance shall, failing prior amicable resolution, be submitted to the French courts in accordance with the following rules: for any dispute between the Service Provider and a professional Client (B2B), exclusive jurisdiction is granted to the Commercial Court of Saint-Nazaire (Tribunal de Commerce de Saint-Nazaire), including in cases of multiple defendants, third-party proceedings, summary proceedings or protective measures, notwithstanding any clause to the contrary. For disputes involving a consumer Client, the competent court shall be determined in accordance with the rules of the French Code of Civil Procedure, the consumer remaining free, pursuant to Article R.631-3 of the French Consumer Code, to bring proceedings before the court of the place where it resided at the time of conclusion of the contract or at the time the harmful event occurred.

Article 19. LEGAL NOTICES, ENFORCEABILITY AND PARTIAL NULLITY

Should any of the provisions of these Terms be declared null, unlawful or unenforceable by a final judicial decision, the other provisions shall retain their full force and scope. The parties undertake to negotiate in good faith the replacement of the invalidated clause with an economically and legally equivalent provision.

These Terms are communicated to the Client prior to any order and are available at any time on simple request. They are also published on the Service Provider's website. The Service Provider reserves the right to amend them at any time; the applicable Terms are those in force at the date of acceptance of the quote.

BANK DETAILS Account holder: Brieuc LE MERCIER IBAN: FR76 2823 3000 0194 0036 7672 340 BIC: REVOFRP2 Bank: Revolut France 44 rue Traversière — 92772 Boulogne-Billancourt CEDEX	ACCEPTANCE OF THESE TERMS Name / Company: _____ Date: _____ Signature preceded by the wording "Read and approved":
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Done at Paris, on 18/05/2026.