

## GENERAL TERMS & CONDITIONS OF AFFILIATION

### PREAMBLE

«**Amisupporters.info**» is a website published by, and owned by M. **Sébastien Blaise**, domiciled in Saint-Ouen-de-Thouberville (27310) France, registered in France as “Auto Entrepreneur” under reference 531 986 933.

Primary mission of «**Amisupporters.info**» is to research, train, support and pay Scouts.

M. **Sébastien Blaise** operates as an intermediate in the relationship between Final Customer and Scouts.

### DEFINITIONS

Each term hereinafter starting with an uppercase letter has the meaning given to it in the definition contained in this paragraph.

Scout(s): Any physical person, eligible to freelancer status, interested to exercise an activity of local sport correspondent, whose role will be to send real-time sports information to the Final Customer.

Final Customer: means the company has appealed M. **Sébastien Blaise**.

### ARTICLE 1: APPLICATION OF TERMS

These General Terms & Conditions are available on URL <http://www.amisupporters.info> and are automatically joined as file attachment when sending an email information entitled “Sports reporter – Registration”, detailing the procedure to register on Final Customer website. They may also be punctual sending by email in cases requiring it.

Any registration made by the Scout on the Final Customer website, designating «**Amisupporters.info**» as Agent / Supervisor on the registration form, implies acceptance of these General Terms & Conditions without reserve or restriction.

It is understood that the provisions of these General Terms & Conditions do not create a supplier contract, a joint venture, an agency, a franchise, a sales representative relationship or a relationship employer/employee between M. **Sébastien Blaise** and the Scout.

These General Terms & Conditions are subject to change. You are deemed to have accepted them each new match you propose to cover. It is reminded that Scouts has to consult as often as necessary the General Terms & Conditions.

In case of rejection of the changes of the General Terms & Conditions, you may send, in accordance with the French Act of 21 June 2004 called "Loi pour la Confiance dans l'Economie Numérique" (LCEN), an email to M. **Sébastien Blaise** at the following email address: [resiliation@amisupporters.info](mailto:resiliation@amisupporters.info)

Then, you can not continue the activity of local sports correspondent in the sense of this affiliation, in favor of Final Customer, in accordance with these General Terms & Conditions.

## ARTICLE 2 : SERVICES OFFERED

Proposed service and opportunity offered to you to postulate does not constitute in any lottery, contest, or others random games.

The website «**Amisupporters.info**» allows you to apply for an activity of local sports correspondent in favor of the Final Customer, through an application form on the homepage.

Requirements to become a local sports correspondent are:

- Be an adult according to the law in your country of birth;
- Resident of *Belgium, France or Germany*;
- English skills;
- Freelancer status in your country of residence;

«**Amisupporters.info**» committed to support the candidate, in particular by granting all useful information and practices, to maximize his chances to successfully pass the aptitude test on the Final Customer website. However, M. **Sébastien Blaise** reserves the right not to respond to candidatures which do not correspond to the needs of Final Customer, especially in regard to geographical distribution.

It was also agreed and accepted that the Final Customer is the sole decision-maker in the acceptance or rejection of a candidate proposed for registration on its website, and in no cases, responsibility of M. **Sébastien Blaise** will be put in cause for denied by the Final Customer.

The applicant agrees that the Final Customer did not motivate his choice of refusal.

Once registration completed by the Scout and approved by Final Customer, M. **Sébastien Blaise** will, in no way, be held responsible for decisions taken by the Final Customer directly to the Scout. So, the Scout shall contact directly Final Customer for any claim.

**The Scout undertakes to provide the service for which he has committed, exclusively in favor of the Final Customer.**

### **ARTICLE 3 : NATURE OF SERVICES**

No service is imposed to the Scout. He manages his activity with complete autonomy and applies only on matches he has chosen, according to his availability, which excludes any relationship of subordination.

Under no circumstances and pursuant to the provisions of the French « Code du Travail », the service provided by the Scout constitutes an employment contract or a temporary contract.

All documentations required for efficient completion of services are available on Final Customer website.

### **ARTICLE 4: INTELLECTUAL PROPERTY**

The Scout gives to Final Customer, exclusively and unconditionally, all his rights of authors (broadcast reproduction, adaptation, exploitation) for the provision made for any legal duration of his copyright, for any existing or future media support, and for the world.

### **ARTICLE 5: WARRANTY OF EVICTION**

The Scout undertakes to provide only original contents to the Final Customer and therefore not to copy, in whole or in part, any reporting would be done by third parties on behalf of competing companies.

Otherwise, all provided content will be illicit and justify immediate cancellation, in exclusive wrong of Scout under conditions of Article RESILIATION, any engagement, regardless of any penal proceedings for copyright infringement, and any potential prejudice to the Final Customer.

### **ARTICLE 6: COVERAGE FEES**

The unit price of a successful basic coverage (by mobile phone) in favor of the Final Customer is 45 Euro.

The unit price of a successful advanced coverage (by laptop) in favor of the Final Customer is 50 Euro.

## ARTICLE 7: GOOD EXECUTION OF COVERAGE

The payment of the service is subject to the approval of the Final Customer, who will check if the provided content is in conformity.

A conformed coverage is a coverage without transcription error, complete, and accurately reflects the score of the event, chronologically, and any facts of the covered event.

If the coverage is not conform, Final Customer may operate a Fee-Cut by invoking no-execute penalties.

Different levels of possible Fee-Cuts are 20%, 50%, 100%.

Each possible Fee-Cut is argued by the Final Customer, facts and conditions which may cause Fee-Cut are clearly stated in documentations of the Final Customer website.

- In the case of 20% fee-cut, the price of the coverage is 36 Euro.
- In the case of 50% fee-cut, the price of the coverage is 22.50 Euro.
- In the case of 100% fee-cut, the price of the coverage is null.

It is reminded that under no circumstances, M. **Sébastien Blaise** involved in evaluating the coverage. Only the Final Customer decides the perfect execution of the coverage.

Therefore, no contestation or claim may be instituted against M. **Sébastien Blaise** by the Scout.

## ARTICLE 8 : REIMBURSEMENT OF EXPENSES

Reimbursement of expenses incurred, which will be made only on receipt, by the Scout for a delivered coverage only responds the following two categories:

Travel costs reimbursement, calculated on the basis of 0.15 euro per kilometer, plus possible cost of toll, is limited to 10 euro. Distance used is the one indicated by website <http://maps.google.fr> as the shortest distance between the current residential address of the Scout and the location of the event to cover, rounded to the nearest kilometer.

Access costs (Entrance ticket), for which reimbursement is limited to 15 euro. The price must be displayed clearly on the ticket.

Each receipt must include date and place of the provided coverage. Otherwise, no reimbursement will be made.

Occasionally, with agreement between the parties, the maximum reimbursement may be re-evaluated for specific coverage.

**If incomplete or incorrect coverage, the Scout is informed that reimbursement of expenses will be made.**

## **ARTICLE 9 : INVOICING AND PAYMENT**

In return of coverage, M. **Sébastien BLAISE** will pay amounts due to the Scout, as provided in these General Terms and Conditions. These amounts are net of taxes. The Scout must be free of VAT.

To prevent Final Customer having to take care of payments due to the Scout, M. **Sébastien BLAISE** manages, in his name but on behalf of the Final Customer, payments of amounts due, which the Scout agrees and expressly consents.

Invoices, with receipts necessary for reimbursement, should be submitted by the Scout to the e-mail: [facturation@amisupporters.info](mailto:facturation@amisupporters.info), at the latest eight days after the evaluation of the coverage by the Final Customer.

Each invoice must specify exactly date and venue of coverage.

Payment of invoices will be made at 30 days end of month from the date of invoice reception, exclusively by bank transfer, provided that the funds needed to pay the Scouts are transferred by the Final Customer to M. **Sébastien BLAISE** bank account. Responsibility of M. **Sébastien BLAISE** can not be engaged in case of breach of the Final Customer or in the case of incorrect bank information supplied by the Scout.

In the event that the Scout not demands payment of amounts due within 12 months after the first call to invoice, the Scout will be deemed to have abandoned his debt to M. **Sébastien BLAISE**.

All bank charges related to payment of invoices are the responsibility of M. **Sébastien BLAISE**, in the limit of fees payable for any bank transfer made in *Belgium, France and Germany*.

**No transfer to a bank account can be made outside *Belgium, France and Germany*.**

It is reminded that the Scout shall solely be responsible to pay any and all taxes, including social security contributions that might be payable in the Scout's jurisdiction as a result of the services done by the Scout. The Scout declares and guarantees in this respect that he has made and will proceed, under his own expenses and his sole responsibility, to all administrative procedures with fiscal and social authorities.

Responsibility of M. **Sébastien Blaise** could not be engaged in this case in particular because of breach or faulty execution of these obligations by the Scout.

## **ARTICLE 10 : RESILIATION**

In the event that Final Customer would come to stop his relationship with M. **Sébastien Blaise** or with the Scout, it is expressly agreed that these General Terms & Conditions become inoperative.

The Scout may cancel his engagement by sending an email at the following address: [resiliation@amisupporters.info](mailto:resiliation@amisupporters.info), prior notice of thirty (30) days.

Any coverage within this period will be paid in accordance with the provisions of these General Terms & Conditions

In the event of judicial liquidation of Final Customer, General Terms & Conditions will no longer apply and each party will regain its entire liberty.

It will be to the Scout to declare his debt in accordance with applicable law.

In the event Scout fails to comply with his obligation of exclusivity to Final Customer, commitment of Scout shall be automatically terminated, without compensation, and any coverage not yet paid will be retained in respect of indemnity contract.

## **ARTICLE 11: ISSUE**

Any litigation concerning interpretation and implementation of General Terms & Conditions is subject to French law.

**IN THE EVENT OF LITIGATION EXCLUSIVE COMPETENCE IS ATTRIBUTED TO THE TRIBUNALS OF ROUEN,**