

PHILANTHROPY AGREEMENT
N° 2025-XXX-XXX

Project name

PROJECT (delete before signature)

BETWEEN:

The Orange Foundation, with registered offices at 111, quai du Président Roosevelt, 92130 Issy-Les-Moulineaux, France SIRET No. 391 872 363 00034, duly represented by Hafida Guenfoud, Executive Director,

(hereinafter the "Orange Foundation")

On the one hand,

AND

The Partner, *partner's name*, official registration number. *XXX XXX XXX XXXXX*, with registered offices at *address XXX XXX XXX*, represented by *first and last name, position*,

(hereinafter the "Partner")

On the other hand,

The Orange Foundation and the Partner being hereinafter referred to as the "Parties" and/or individually as the "Party".

The Parties have come together to define the terms of this support.

Whereas:

The Orange Foundation supports education, culture and autism. Through its strong presence in its communities, the Orange Foundation works to build social connections by empowering disadvantaged and socially excluded people to learn and grow through digital technology and culture.

Optional: to be used if Emergency fund project

In addition, the Orange Foundation has an Emergency Fund which is designed to respond to the specific needs of different regions and populations.

Accordingly, the Parties have agreed as follows:

Article 1: Purpose

The purpose of this agreement (hereinafter the “Agreement”) is to define the conditions under which the Orange Foundation agrees makes a financial contribution to the Partner in order to carry out the *Project name* Project described below and hereinafter referred to as the “Project.” A description of the Project is provided in Appendix 1.

Project summary

Article 2: Term

The Agreement signed by the Parties will enter into force on *MM/DD/YYYY* for a fixed term of *X in words (in figures) years*.

At the end of this period, the Agreement will not be renewed by tacit agreement. Should the parties wish to renew the Agreement, they will need to sign an extension amendment.

Article 3: The Orange Foundation’s commitment

The Orange Foundation will make a donation to the Partner towards the cost of the Project; the total amount and payment schedule are detailed below:

- *amount in words (amount in figures)* euros net payable in *X in words (X in figures)* installments for budget year *YYYY*
or
- *amount in words (amount in figures)* euros net payable in *X in words (X in figures)* installments, for budget year *YYYY+1*
or
- *amount in words (amount in figures)* euros net payable in *X in words (X in figures)* installments, for budget year *YYYY+2*

The Orange Foundation will not pay the Partner any additional sums if the cost of the Project referred to in Article 1 exceeds the initial budget provided in Appendix 2 of this Agreement.

In accordance with Article 293-B of the French General Tax Code, this donation is not subject to VAT and will be paid by the Orange Foundation via transfer to the Partner's bank account. The Partner's bank details are provided in Article 5 below. The transfer will be made once the Orange Foundation has received the information required from the Partner, as listed in Article 11 of this Agreement.

The Parties agree that any duties, taxes or deductions payable pursuant to this Agreement are payable exclusively by the Partner and must be paid by the latter to the appropriate tax authorities in compliance with the applicable legislation.

This financial donation *and/or equipment* is exclusively for use by the Partner as part of the Project described in Article 1 above.

Article 4: Partner’s commitment

4.1 - The Partner undertakes to use the sum paid to it by the Orange Foundation within the framework of the Agreement to carry out the Project referred to in Article 1 above. The Partner will, under its sole responsibility, carry out the work, acquisitions and/or services required for the completion of the Project, in accordance with Appendices 1, 2 and 3, based on the quotations provided by the Partner and previously approved by the Orange Foundation and on the express condition that the Partner also provides the information referred to in Article 11 hereof.

4.2 - The Partner declares that, as of the date of signing the Agreement, the private and public support it has received from legal entities in connection with the Project is as follows: (automatically add Optimy information).

During the term of the Agreement, the Partner undertakes to inform the Orange Foundation in advance of any support received from other organizations involved in the Project, in any form whatsoever.

4.3 If the donation paid by the Orange Foundation to the Partner is not used in full for the Project referred to in Article 1 above, the Partner is required to promptly refund the remainder to the Orange Foundation, in accordance with the terms to be established in advance between the Parties.

4.4 Please note that in accordance with the provisions of paragraphs 60 to 130 of BOI-BIC-RICI-20-30-10-20-20120912 of the French General Tax Code, the tax advantages of philanthropy are lost if there is a significant imbalance between the contribution made by the Orange Foundation and the benefits received in return from the Partner.

Optional: text to be used if benefits are not determined in advance

In return for the support provided by the Orange Foundation, the Partner may grant benefits adapted to the specific nature of the Project covered by the Agreement, which may not exceed twenty-five per cent (25%) of the amount of the Orange Foundation's donation. In particular, intangible image benefits, such as the use of the Orange Foundation logo on the Partner's communication materials, should not exceed ten percent (10%) of the total value of the Agreement.

Option 2: text to be used if benefits are defined in advance

The benefits granted by the Partner to the Orange Foundation are as follows:

- Enter the number of units and their value if known at the time of drafting the Agreement
- Intangible image benefits, such as the use of the Orange Foundation logo on the Partner's communication materials, may not exceed:
 - a maximum of 10% of the total donation if the Project has a national or international scope,
 - a maximum of 5% of the total donation if the Project has a regional scope.

The Partner confirms that the benefits granted to the Orange Foundation are worth significantly less than 25% of the donation's value, and in particular that the intangible image benefits do not exceed:

- a maximum of 10% of the total donation if the project has a national or international scope,
- a maximum of 5% of the total donation if the Project has a regional scope.

The Partner undertakes, in all cases, to value the benefits granted to the Orange Foundation in accordance with the rules laid down by the tax authorities regarding philanthropy.

4.5 Use of benefits: At the Orange Foundation's request, the Partner will promptly provide a statement detailing the benefits already used and those still to be used.

The Orange Foundation may use the benefits granted by the Partner for a period not exceeding XX in words (in figures) months following the end of this Agreement.

4.6 Orange Group reporting obligations

Pursuant to Article 149 of French Finance Act, No. 2018-1317 of December 28, 2018, the benefits mentioned above must be declared to the tax authorities by the Orange Group. The information to be provided to the tax authorities is as follows:

- Amount of the donation,
- The date on which the financial or in-kind donation was made,
- The identity of the various beneficiaries (official registration number, name, address),
- And the value of the benefits.

To enable the Orange Group to comply with this reporting obligation, the Partner agrees to provide the Orange Foundation with the information required by Article 238 bis 6 of the French General Tax Code, as set out in Article 11 below.

4.7 Partner reporting obligations

Pursuant to Article 222 *bis* of the French General Tax Code, the Partner who issues receipts or other documents to indicate to the Orange Foundation their entitlement to the tax reduction provided for in Article 238 *bis* of the French General Tax Code is required to report the total amount of donations and payments mentioned on these documents and received during the previous calendar year, or during the last financial year if it does not coincide with the calendar year, to the tax authorities each year. They must also report the number of documents issued during this period or financial year.

4.8 Project oversight: The Partner undertakes to provide the Orange Foundation with all the information required to monitor the implementation of the Project as described in Article 11 hereof. The Partner undertakes to inform the Orange Foundation of any situation that might affect the normal execution of the Project under this Agreement.

4.9 - The Partner undertakes to grant access to the representatives of the Orange Foundation and/or those duly authorized by the Foundation, in France and / or the countries covered by this Agreement, for the purpose of evaluating the proper implementation of the Project.

Article 5: Partner's bank account details

Under this Agreement, the Partner certifies it is the holder of the following bank account:

Account holder	XXX
Bank name	XXX
Bank address	XXX
Account number	XXX
IBAN	XXX
SWIFT Code / BIC	XXX

If the Partner's bank account changes during the term of the Agreement, the signed minutes of the Partner's general meeting recording the change to the bank account and a bank certificate must be provided to the Orange Foundation, so that an amendment can be signed between the Parties before any new payment is made.

Article 6: Philanthropy eligibility

The Partner declares that it meets all the legal requirements to benefit from the philanthropy tax scheme provided for in Article 238 bis of the French General Tax Code, and that it can provide the Orange Foundation with a tax receipt compliant with the model specified by the French tax authorities (i.e. form No. 2041-MEC-SD (CERFA No. 16216*01)). The Partner also declares that it has carried

out all the necessary formalities with the tax authorities to ensure this, and that it can provide the Orange Foundation with a certificate of the value of the goods and services received directly or indirectly by the Orange Foundation in exchange for the donation received by the Partner from the Orange Foundation under the terms of this Agreement. The Partner guarantees the Orange Foundation against any recourse in this respect.

Article 7: Communication

Any communications concerning this Agreement and/or the operations it provides for, must be subject to consultation and prior written consent between the Partner and the Orange Foundation, said consent not to be withheld by either Party without good reason.

As such, the Parties hereby agree that the Partner undertakes to:

- welcome the relevant representatives of the Orange Foundation and/or the Orange Group to the press conferences and other events organized for the above mentioned Project,
- clearly and visibly include the logo of the Orange Foundation (as a clickable link to the www.fondationorange.com/en website where possible), and/or any mention of support from the Orange Foundation as requested by the latter, on all physical and digital communication materials related to the Project, from the first announcements of the Project prior to implementation, for its actual implementation, and throughout its duration, indicating for example "THE ORANGE FOUNDATION IS A PARTNER OF THE **Project name** PROJECT",
- guarantee that the visibility thus granted to the Orange Foundation shall be proportionate to the level of support provided by the Orange Foundation in comparison to any other support that may be provided by other sponsors and undertakes to comply with the principles of the Orange Foundation graphic style and co-branding guide and to ensure that no advertising concerning products or services directly competing with those of the Orange Group or foundations belonging to competing companies appears on the communication materials linked to this Project,
- send to the Orange Foundation, by transferring files of the best possible quality, photographs and, if applicable, audio and/or video recordings, related to the Project, especially of the premises or events (concerts, etc.),
- authorize the Orange Foundation to use these photos and videos to promote the Project (excluding media purchases).

To do so, the Partner declares that in compliance with the French Intellectual Property Code and personality rights, it has obtained all the authorizations and rights necessary for the Orange Foundation to distribute the images for the purposes of its media and non-media communications, both internal and external, for a period of one (1) year worldwide, starting from the Project's operational implementation, on all physical and digital media, in order to promote the latter's philanthropic activities.

The Partner authorizes the Orange Foundation to mention its support in institutional and internal communications on all media, provided that the references to this support are submitted to the Partner for approval.

Article 8: Trademarks

Optional: text to be used if the Partner is a Foundation or Subsidiary of the Orange Group

The Partner belonging to the Orange Group may use the Orange Foundation brand in accordance with the rules of the "Brand Sub-License" signed with the Orange Foundation, which itself stems from the "Brand License Agreement" (BLA) signed between the Orange Foundation and Orange Brand Services Limited (OBSL), which governs the use and protection of this brand.

Otherwise use the following text:

The purpose and effect of this Agreement is not to confer any rights whatsoever upon the Partner over the intellectual property rights and, in particular, the brands, logos and domain names of Orange, the Orange Foundation and its calls for projects (including Learning Differently, Education Plus, etc.) other than the user rights for the media stipulated in this Agreement.

It is expressly agreed between the Parties that the Orange brand and logo, as well as any reference to the Orange Group and the Orange Foundation, may only be used under the terms of this Agreement in such a way that no damage whatsoever is done to the image, reputation or profile of the Orange Foundation.

Furthermore, it is expressly agreed between the Parties that the Orange Foundation may oppose any communication, publication or message that does not comply with the provisions of the Agreement, and in particular with the Orange Group code of ethics.

The Parties agree that the Orange logo as well as any reference to the Orange Group may only be used with the prior written consent of the Orange Foundation.

They also agree that as the Orange brand is an internationally registered trademark, any use by the Partner shall respect the requirements of the Orange Foundation graphic design charter, which has been made available to the Partner.

The Partner undertakes to respect all forms of rights over the Orange Foundation logo and shall refrain from encouraging any analogy in the public mind for any purpose whatsoever, and in any way whatsoever.

Under the terms of this Agreement, the Partner undertakes to ensure that the Orange Foundation logo is correctly reproduced with respect to its proportions, graphics and colors.

The Partner shall refrain from registering a brand that is identical, similar or in competition with the Orange Foundation logo in any territory or for any product or service. It is stipulated that at the end of the Agreement, for whatever reason whatsoever, the Partner may not claim any rights whatsoever over the Orange Foundation logo.

The Orange Foundation undertakes, solely for the purposes of this Agreement, to provide the logos, graphic charters and rules of use for the Orange and/or Orange Foundation brand to the Partner without, nonetheless, granting the latter any rights whatsoever over said brand.

Reciprocally, the Orange Foundation undertakes to respect, and not to reproduce without authorization, the trademarks, logos and any other distinctive signs belonging to the Partner.

Article 9: Guarantees

The Partner hereby declares that it holds all the rights necessary for it to enter into this Agreement and that it has obtained all authorizations necessary for that purpose.

The Partner hereby authorizes the Orange Foundation to refer to it (and use its logo as appropriate) in all communication materials relating to the Project.

The Partner guarantees the Orange Foundation against any proceedings, claims, demands or opposition by any person claiming intellectual property rights or copyright or any other preventive or personal right that the execution of this Agreement might have infringed upon. In this respect, the Partner guarantees the Orange Foundation and shall indemnify it against any proceedings concerning the photos and possible audio and/or video recordings it has provided to the latter.

The Partner shall take responsibility for and indemnify the Orange Foundation against any damages that the Orange Foundation might be required to pay pursuant to a provisional legal ruling, as well as all costs, charges and expenses incurred by the latter for its defense, including reasonable lawyer's fees.

Article 10: Monitoring

Under this Agreement, the Partner undertakes to provide the Orange Foundation with an annual report and an interim report on the activities carried out with the funds received in connection with the Project.

The Project monitoring documents must be saved by the Partner in the Orange Foundation computerized management tool: <https://projets.fondationorange.com>

The Orange Foundation may provide the Partner with a monitoring template in the computerized management tool referred to above.

Article 11: Information to be provided by the Partner

The Partner undertakes to provide the Orange Foundation with:

- a) Once the Parties have signed the Agreement, the Partner will provide a request for funds document on the Partner's letterhead. The document must be dated, signed, and sent electronically, if applicable, with the official registration number stating the amount requested (*amount in words (and figures)*) excluding VAT, for 2025. This amount will be transferred by the Orange Foundation to the Partner's bank account using the bank details provided in Article 5 of the Agreement,

The name of the transfer is 202X-XX-XX-XXX (Project code)

- b) Upon receipt of the donation by the Partner, in accordance with the provisions of article 238 bis of the French General Tax Code, a tax receipt compliant with the model specified by the French tax authorities (i.e. form No. 2041-MEC-SD (CERFA No. 16216*01)) for donations to certain public-interest organizations, as well as a benefits statement.

This tax receipt must be dated, signed, scanned and uploaded by the Partner into the Orange Foundation computerized management tool at: <https://projets.fondationorange.com>

If the donation is to be paid in installments, the payments will be subject to the receipt of a tax receipt and a benefit statement for the amounts already paid.

- c) Regarding interim monitoring and for the final review no later than six (6) months after the end of the Project:
 - A complete report (including a press review, where applicable) providing qualitative and quantitative information about how the donation was used,
 - A precise financial breakdown of how the Partner used the donation,
 - A use of funds statement.

- d) In the event of multiple payments (installments and/or annual renewal), each new payment will be subject to communication by the Partner and validation by the Orange Foundation in accordance with points b) and c) above:

- A tax receipt compliant with the CERFA n°16216*01 model mentioned above and a statement of benefits,
- An interim report (including a press review, where applicable) providing qualitative and quantitative information about how the donation was used,
- A precise financial breakdown of how the Partner used the donation.

Once the Orange Foundation has validated all the required documents, the Partner may send a letter of intent requesting the funds to the Orange Foundation.

The Orange Foundation reserves the right to ask the Partner for invoices and supporting documents for the expenses related to the Project and for an excerpt of its profit and loss account for the financial year corresponding to the Project.

These documents must be scanned and saved by the Partner in the Orange Foundation computerized management system at: <https://projets.fondationorange.com>

The Orange Foundation may provide a donation use statement and final report template in the computerized management tool referred to above.

If these documents are not provided by the Partner to the Orange Foundation as indicated above, the Orange Foundation reserves the right to demand full repayment from the Partner of the donation paid in accordance with this Agreement, under terms to be defined between the Parties.

Article 12: Compliance

The development of the Orange Group is based on a set of values and principles such as those set out in its Code of Ethics and Anti-corruption Policy available on the www.fondationorange.com/en website, which the Partner agrees to adhere to.

As such, the Parties agree to comply with:

- (i) All anti-corruption and anti-influence peddling laws and regulations including the French criminal code, the US Foreign Corrupt Practices Act, and the UK Bribery Act,
- (ii) Applicable national, European and international laws and regulations concerning international economic sanctions (hereinafter “the Economic Sanctions”), specifically including embargoes, bans and/or restrictions against certain countries, individuals or entities, including those issued by the United Nations, the European Union, its Member States, or the United States,

(i) and (ii) hereinafter the "Compliance Rules".

Each Party represents and warrants that it, its managers, its representatives and its “primary shareholders and/or potential primary beneficiaries” (defined for the purposes of the Agreement as any individual or legal entity which directly or indirectly holds fifty percent (50%) or more of voting rights in one of the Parties, either individually or jointly, or which directly or indirectly controls it, individually or jointly) are not subject to Economic Sanctions.

In the event of a change to the legislative and/or regulatory framework, or in the event of a legal ruling or ruling by an authority responsible for enforcing the Compliance Rules which could require an amendment of the Agreement in view of the Compliance Rules, the Parties undertake, if this amendment is possible, to discuss it in good faith, and to reach an agreement within one (1) month.

The Partner undertakes to, and ensures that its own partners and employees involved in the performance of the Agreement undertake to:

- (a) Comply with the Compliance Rules and implement and maintain appropriate measures and controls to comply with them,
- (b) Maintain accurate and complete books, records and accounting documents,
- (c) Identify and prevent any conflict of interest in connection with the Agreement and inform the Orange Foundation without delay in the event of any potential, apparent or proven conflict of interest in connection with it and/or the Agreement,
- (d) Not offer or give any financial or other advantage, including kickbacks, to any person or entity in order to obtain or retain business, projects or any other commercial advantage, or to induce improper conduct,

The Partner further undertakes to comply at any time and without delay with requests from the Orange Foundation to obtain any useful information justifying the implementation of the aforementioned commitments and compliance with the Compliance Rules. In addition, the Partner will inform the Orange Foundation without delay of any breach of the Compliance Rules (committed by the Partner or by any of the aforementioned persons) and will inform it of the remedial measures implemented.

To verify compliance with the above mentioned commitments, the Orange Foundation reserves the right at any time to evaluate, audit or have audited by a third party it appoints (hereinafter "External Auditor"), (i) the Partner, (ii) the respective members, employees, partners and representatives of the Partner to which the latter has recourse in executing its obligations under this Agreement, and (iii) any legal entity under the Partner's control.

The Partner will take the necessary steps with its employees, partners, and any legal entity it controls to ensure that Orange Foundation and/or the External Auditor can communicate with them to obtain information and documents for an audit and to enter their premises. The terms of these interventions will be jointly established by the Orange Foundation and the Partner. Audit fees will be covered by the Orange Foundation. However, as an exception to the foregoing, if the audit reveals shortcomings on the part of the Partner, the Partner will reimburse the Orange Foundation for the costs of the audit, without prejudice to any compensation that may be claimed by the Orange Foundation from the Partner as a result of these shortcomings.

If the Partner fails to observe the Compliance Rules and/or the commitments indicated above, the Orange Foundation may suspend or terminate the Agreement pursuant to the provisions of Article 16 of this document.

Article 13: Corporate Social Responsibility (CSR)

1 - Compliance with CSR Rules – Each Party undertakes to comply, and to require its co-contractors, subcontractors and any legal person under its control, to comply with the applicable national, European and international rules relating to ethical standards and responsible behavior, including in a non-exhaustive manner the rules relating to human rights, environmental protection, human health, accessibility, personal safety and sustainable development, the guiding principles of the OECD, those of the United Nations and the standards of the ILO (hereafter referred to as the "CSR Rules"). In this context, each Party agrees, and asks its co-contractors, subcontractors and any legal person under its control (i) not to have recourse to modern slavery, child labor according to the ILO-IPEC definition and trafficking in human beings and (ii) to fight against all forms of discrimination.

Moreover, the Parties agree not to infringe human rights or harm personal health and safety or the environment when carrying out their respective activities pursuant to French law no. 2017-399 of

March 27, 2017 on corporate due diligence of parent companies and client companies, and all applicable European legislation on corporate due diligence.

2 – Reporting – Each Party undertakes at the first time of asking to provide the other Party with all information and data necessary for the purpose of complying with all legal reporting requirements, particularly those indicated in EU directive 2022/2464, the CSRD Directive.

3 - Auditing/Assessment - To verify compliance with the CSR Rules, each Party reserves the right at any time to assess, audit or have audited by an appointed third party (hereafter “External Auditor”), (i) the other Party, (ii) the subcontractors that the other Party uses to fulfill its obligations under this Agreement, and (iii) any legal entity under its control.

Each of the Parties will take the necessary steps with its subcontractors, and any legal entity it controls to ensure that the Parties and/or the External Auditors can communicate with them to obtain information and documents for an audit and to enter their premises. The terms of these interventions will be jointly established by the Parties. Audit fees will be covered by the Party that requested the audit. However, if the audit reveals shortcomings, the noncompliant Party will reimburse the other Party for the audit costs.

4 - Noncompliance/Termination - If a Party does not comply with the CSR rules, that Party must take all appropriate measures to resolve the noncompliance and inform the other Party of the corrective actions taken to correct the noncompliance.

If there is persistent, repeated, or deliberate noncompliance with the obligations in this article, the non-defaulting Party may suspend and/or terminate this Agreement in accordance with the provisions of the article "Termination."

Article 14: Data protection

To ensure full understanding of the terms "Personal Data," "Data Controller," "Processor," "Data Subject," "Recipient," "Personal Data Breach," and "Processing," they shall have the same meaning as defined in the "Applicable Data Protection Laws."

The expression "Applicable Data Protection Laws" means:

- Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data,
- where appropriate, the laws adopted by the European Union and local laws that may apply to personal data processed within the framework of this Agreement.

In view of the purpose of this Agreement, the Parties have not identified at this stage any Processing of Personal Data in connection with its execution.

However, it is agreed that each Party will comply with Applicable Data Protection Laws when using the Personal Data of the other Party's contacts.

Article 15: Confidentiality

Under the terms of this Agreement, the Parties undertake to consider information of any nature that they may share during any contacts with each other's organizations as confidential. This information is hereinafter referred to as "Confidential Information". The Parties undertake to ensure that all persons involved in the Project make the same commitment.

Furthermore, the Orange Foundation and the Partner undertake to consider the data and results of the Project as strictly confidential.

However, information shall not be considered Confidential Information if it:

- is in the public domain on the date it is divulged or is placed in the public domain in good faith by a third party; or

- is already known to the Party receiving it on the date that this Agreement comes into effect; or
- is then received by a third party with the right to possess it.

It should be noted that in the last two cases, the burden of proof that the information is not confidential lies with the Party that receives it. This obligation of confidentiality shall remain in force throughout the duration of this Agreement and for five (5) years after its term or termination.

Article 16: Termination of the Agreement

The Agreement may be terminated before term without any legal proceedings or formalities other than those described below, if one or other of the Parties breaches its contractual obligations.

In this case, the Party wishing to invoke its right of termination shall send a notification to the other Party by recorded delivery with acknowledgment of receipt, noting the breach of contract and announcing the termination. Said termination will then automatically come into effect after a period of one (1) month from the date of the notification if, during this period, the Party at fault has not fulfilled its obligations. Termination of this Agreement may not in any way give rise to the payment of any compensation whatsoever to the Partner.

Article 17: Legal and administrative authorizations

Each Party will be responsible for obtaining the legal and administrative authorizations associated with its own activities and obligations under this Agreement.

Article 18: Responsibilities

In accordance with common law, each Party shall bear responsibility with regard to the other Party and any third parties to this Agreement for damage of any nature that may occur during the performance or non-performance of its contractual obligations arising from this Agreement, including those that it may have entrusted for any purpose whatsoever to a third party known or not to the other Party.

Each party shall execute its obligations under a duty of care.

Article 19: Independence of the Parties

Each of the Parties shall remain fully independent, and neither Party may validly commit the other Party or enter into an undertaking or contract in the name or on behalf of the other Party. Furthermore, each of the Parties shall bear sole responsibility, especially with regard to third parties, for its actions, allegations, undertakings, services and personnel.

Consequently, whenever contracts must be signed arising from the implementation of this Agreement, covering the respective relationships of the Parties with third parties, separate contracts will be signed by both the Orange Foundation and the Partner, linking them independently to said third parties. The Orange Foundation and the Partner shall be deemed independent from each other and nothing in this Agreement shall be intended or interpreted as creating a common venture between the Parties or as establishing an agency relationship between them.

In this respect, the Partner shall be responsible for the contractual details governing its relationships, where appropriate, with any companies or non-governmental organizations.

Article 20: Headings

In the event of a conflict of interpretation between any of the clause headings and any of the clauses in this Agreement, the heading(s) shall be declared null and void.

Article 21: Agreement on evidence

The Parties expressly agree that any document signed electronically on the eSignature platform used by the Parties:

- is the original of said document,
- constitutes written evidence within the meaning of article 1365 of the French Civil Code,
- has the same evidential value as a hand-signed physical document in accordance with articles 1366 et seq. of the French Civil Code and may be validly invoked against each of the Parties and third parties,
- is likely to be produced in court, as written evidence, in the event of disputes, including disputes between the Parties.

Consequently, the Parties acknowledge that any document signed electronically is valid proof of the content of said document, the identity of the signatory, and their consent to the obligations and consequences (legal and factual) arising from the electronically signed document.

Article 22: Non-waiver

It is formally agreed that any renunciation, or tolerance of the non-application, of all or part of the undertakings stated in this Agreement by one of the Parties, whatever the frequency and duration, shall not constitute a modification of said Agreement, nor give rise to any right whatsoever.

Article 23: Assignment/Transferability

The consideration of the Parties to this Agreement was decisive in the consent given by each Party to the Agreement. This Agreement is entered into by the Orange Foundation in consideration of the person of the Partner. The Agreement may under no circumstances be the object of a total or partial assignment, whether or not in return for payment, by the Partner, without the express and prior consent of the Orange Foundation.

Article 24: Invalidity

If one or several clauses of this Agreement are held to be invalid or declared as such in application of a law or regulation or following the final decision of a competent jurisdiction, the other stipulations of the Agreement shall keep all their force and effect.

The Parties agree that the clause declared null and void should be replaced by a clause that is as similar as possible in terms of its content to the original clause.

Article 25: Entire agreement

This Agreement states all the Parties' contractual obligations. It supersedes any previous agreement between the Parties and any correspondence exchanged on the same subject prior to its signature. Any modification of its provisions may only be made with the signing by the Parties (or by any representative duly authorized for that purpose) of a written Addendum.

Article 26: Elected Domicile

Each Party is domiciled at its registered office for the execution of this Agreement.

Article 27: Notification

Any notification concerning this Agreement must be made in writing and conveyed either by hand, or by courier, or by recorded delivery with acknowledgment of receipt, in electronic or paper format, to the addresses stated by the Parties in this Agreement.

The Parties may change their address providing the other Party is informed in accordance with the provisions of this Article.

Article 28: Applicable law – Jurisdiction

This Agreement is governed by French law. The Parties undertake to find an amicable solution to any disputes arising from the validity, interpretation or execution of this Agreement. Should they not succeed in doing so within a maximum of thirty (30) days from the date of the first presentation of the recorded delivery with acknowledgment of receipt notifying the difficulty in question, the Parties agree to rely upon the judgment of the jurisdiction of the Nanterre Court of Appeal, in France, notwithstanding the number of defendants or the nature of the appeal, even for emergency proceedings or protective or on-demand proceedings.

Article 29: Appendices and order of precedence

The following Appendices are an integral part of this Agreement.

- Appendix 1. Description of the Project
- Appendix 2. Budget
- Appendix 3. Provisional schedule

Parties agree that in case of discrepancies between the body of the Agreement and its Annexes, the body of the Agreement prevails.

Established in Issy les Moulineaux, France on **XX/XX/2025** MUST DATE IF DOCUSIGN IS NOT USED

in two (2) original copies

- The Partner -

Full name

Position

- Orange Foundation -

Hafida Guenfoud
Executive Director

APPENDIX 1: PROJECT DESCRIPTION

The present annex corresponds to the Partner's requests before selection process. In case of discrepancies between the present annex and the body of the Agreement, latter shall prevail.

APPENDIX 2: BUDGET

APPENDIX 3: PROVISIONAL SCHEDULE