



## **AI CHARTER**

**Adopted by the AI Board on 11/5/2025**

**Presented to the Company Labor Committee on 11/7/2025**

Artificial intelligence (AI)<sup>1</sup> is playing an increasingly prominent role in society, particularly in audiovisual creation.

Aware of the challenges and questions raised by the use of AI, particularly in terms of law, ethics, transparency, and accountability, ZED, hereinafter referred to as the “Company,” has developed this charter to govern the use of AI in its activities involving the creation, production, exploitation, or distribution of audiovisual, audio, textual, and visual Content<sup>2</sup>.

This charter, hereinafter referred to as the “Charter,” is intended to establish a clear, balanced framework that respects human, environmental, and artistic values in light of this new tool<sup>3</sup>. Its objectives are to:

- Ensure responsible, human-centered use of AI that respects fundamental rights, employees’ skills and working conditions, as well as environmental, health, safety, and regulatory requirements, particularly under French and European law;
- Support creators, collaborators, service providers, and partners in the responsible, controlled, ethical, and transparent use of AI;
- Protect human creativity and artistic integrity at every stage of the creative process.

### **ARTICLE 1 - SCOPE OF APPLICATION**

This Charter applies to all Content produced, co-produced, licensed, or exploited by the Company, as well as by its subsidiaries, partners, or service providers. It covers all Content that, at any stage of its creation, production, exploitation, or distribution process, incorporates an artificial intelligence tool, whether for the generation or modification of such Content.

The Charter applies to all internal (permanent or freelance) and external collaborators, authors, service providers, co-producers, subcontractors, and contractual partners of the Company - without limitation - hereinafter collectively or individually referred to as “User(s)” using data, works, and/or any other Content in the name of or on behalf of the Company.

## **ARTICLE 2 - PRINCIPLES**

- Artificial intelligence is a tool that supports human activities and is in no way a substitute for employees, authors, directors, or creative and technical professionals.
- The use of AI remains optional and must respect individual choice. No employee, author, director, creative, or technical professional is required to use AI.
- Artistic, editorial, and strategic decisions remain exclusively the responsibility of human teams, and final approval remains human.
- The use of AI Tools must comply with applicable laws and regulations, particularly intellectual property law, image rights, personal data protection under the GDPR, labor law, third-party rights, and audiovisual industry regulations.
- Any use of AI must be transparent, traceable, and documented within the Company.
- The use of AI Tools must be measured and proportionate.

## **ARTICLE 3 - GOVERNANCE**

### **AI Board**

The Company has established a collaborative and egalitarian AI Board dedicated to the use of AI, composed of one permanent member and one alternate member from each Company department. The AI Board meets at least once per month.

The AI Board ensures the governance of this Charter. The AI Board affirms that consultation is a fundamental principle of its operation. In this respect, it is responsible for steering, monitoring, and updating the Charter in accordance with technological developments in AI Tools, professional practices, changes in applicable law, and feedback from employees and, where applicable, from the Company's partners.

In support of this Charter, a best practices guide related to the use of artificial intelligence will be established by the AI Board. This complementary guide will be set out in a separate document and updated regularly.

Furthermore, without this constituting an obligation, all Company employees are invited to participate in the weekly AI meeting organized by General Management, which aims to share AI developments and provide a forum for discussion regarding its uses and challenges.

## **ARTICLE 4 - SCOPE OF USE**

### **I. INTERNAL COLLABORATORS**

*a) Prior to any use, the User undertakes to:*

- Have full command of the AI Tools they intend to use. In this regard, the Company reserves the right to assess the User’s technical skills to ensure they meet the requirements of professional use.
- Use only AI Tools provided and/or authorized by the Company.
- Ensure that the AI system does not use the data provided to train or improve its models (a “no-training” clause<sup>4</sup>).

*b) Authorized Areas, Precautions & Prohibitions*

(i) Authorized areas:

- Documentary research with cited sources, writing assistance, transcription or translation, ideation in a closed environment (sandbox<sup>5</sup>), production pipeline tasks (clean-up, upscaling, etc.) with traceability. By exception, the colorization of pre-existing Content requires prior authorization from the relevant rights holders and from the Company.
- Use of publicly available documents and, more generally, any Content in the public domain.
- Automation of high-impact processes (non-exhaustive examples: invoicing, automatic data or file classification, etc.).

(ii) Mandatory precautions:

- Systematically enable the confidentiality settings of the AI system used in order to prevent publication of the Content in public mode and/or on the AI tool’s community wall.
- Any reproduction of works protected by copyright or Content owned by a third party requires prior written authorization from the relevant rights holders and from the Company.
- Any use of a person’s image or personality attributes requires prior written consent from the person concerned, as well as written approval from the Company.
- Any use of personal data requires prior written consent from the person concerned, as well as written approval from the Company.
- Any reproduction of distinctive elements of a trademark (logos, designs, models, etc.) requires prior written authorization from the relevant rights holders and from the Company.
- Any use of unpublished Content, raw footage, scripts, or elements belonging to the Company requires prior written authorization from the Company.
- Preserve identifying elements such as watermarks.

(iii) Prohibitions

**It is strictly prohibited to create and/or use** misleading or malicious Content, including deepfakes<sup>6</sup> or any other content or imitation likely to harm the integrity, reputation, or rights of a natural or legal person.

## II. EXTERNAL SERVICE PROVIDERS

The same rules apply to service providers, and these obligations must be contractually incorporated into their agreements with the Company.

### **ARTICLE 5 - MANDATORY CONSULTATION**

In the event of doubt or uncertainty regarding the professional use of an AI tool, the User is required to consult the Company.

### **ARTICLE 6 - EVOLVING CHARTER**

The Charter is drafted as a living document, subject to regular review and amendment. It is intended to evolve and be further specified in line with developments in AI Tools and in accordance with applicable French and European legislation.

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<sup>1</sup> **Artificial Intelligence (AI) within the meaning of Article 3(1) of Regulation (EU) 2024/1689:** a “machine-based system designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers from the input it receives how to generate outputs such as predictions, recommendations, or decisions that can influence physical or virtual environments.”

This definition covers decision-support and automated decision-making systems, regardless of the software used (image recognition, document sorting, creative assistants, recommendation engines, etc.).

<sup>2</sup> **Content:** Text, image, sound, video, code, or any other data.

<sup>3</sup> **AI Tools:** Any tool capable of creating Content (text, image, sound, video, code, etc.) from a prompt.

<sup>4</sup> **“No-training” clause:** A contractual provision prohibiting an AI provider from using data, prompts, or content supplied by the user to train, fine-tune, or improve an artificial intelligence model. It ensures the protection of users’ rights and confidentiality, prevents any unauthorized reuse of data, and aligns with the principles of transparency and compliance set out in the Charter.

<sup>5</sup> **Sandbox:** An isolated execution environment in which a model, an agent, or associated code is run with strictly limited permissions (restricted file/network access, CPU/RAM quotas, bounded execution time). Its dual purpose is to enable secure testing (evaluation, red-teaming, debugging) and to prevent side effects (data leaks, unintended system actions).

<sup>6</sup> **Deepfake / digital replica:** An image or audio or video content generated or manipulated by AI that resembles existing persons, objects, places, entities, or events and may be mistakenly perceived by a person as authentic or truthful.